

723 Harvard Drive - Owensboro, Kentucky 42301-6185  
Phone: (270) 683-1158 Fax: (270) 683-2446 E-mail: [office@rbsdesigngroup.com](mailto:office@rbsdesigngroup.com)

April 12, 2011

Henderson County Schools  
1805 Second Street  
Henderson, KY 42420

Attention: Walt Spencer

**RE: BC 11-028 – Henderson County North Middle School Track Renovation**  
**RBS Y10043**

Dear Mr. Spencer,

Please be advised that RBS Design Group has reviewed the bids submitted on this date for the above referenced project.

We are of the opinion that the Henderson County Schools should enter into a contract with J.H. Rudolph & Co. for their bid amount of \$54,529.00, pending approval from the Kentucky Department of Education.

Upon their approval, we will forward contracts for your signature. If you have any questions, please don't hesitate to contact our office.

Sincerely,

RBS DESIGN GROUP, PSC

A handwritten signature in dark ink, appearing to read "Jim Ivy".

Jim Ivy, Architect





# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Eighteenth day of April in the year Two Thousand Eleven  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Henderson County Schools  
1805 Second Street  
Henderson, Kentucky 42420

and the Contractor:

*(Name, legal status, address and other information)*

J.H. Rudolph & Co., Inc.  
1251 N. Stockwell Road  
Evansville, IN 47715

for the following Project:  
*(Name, location and detailed description)*

Henderson North Middle School Track Resurfacing  
2424 Zion Road  
Henderson, Kentucky

Milling and resurfacing of existing athletic track at Henderson North Middle School.

The Architect:

*(Name, legal status, address and other information)*

RBS Design Group, P.S.C.  
Architecture  
723 Harvard Drive  
Owensboro, Kentucky 42301

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

/

**AIA Document A101<sup>™</sup> – 2007.** Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING:** This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:14 on 04-14-2011 under Order No.8597907788\_1 which expires on 03-01-2012, and is not for resale.

**User Notes:**

(1232041810)



## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| Not Applicable

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

| The Substantial Completion Date shall be midnight, June 1, 2011 for all Work.

Init.

/

**AIA Document A101™ – 2007.** Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:14 on 04-14-2011 under Order No.8597907788\_1 which expires on 03-01-2012, and is not for resale.

**User Notes:**

(1232041810)



Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Fixed liquidated damages in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day shall be assessed against the Contractor for each calendar day which the contract remains incomplete after the completion date as set forth in Paragraph 3.3 of this Agreement.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty-four Thousand Five Hundred Twenty-nine Dollars and Zero Cents (\$ 54,529.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Not Applicable

§ 4.3 Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
See Attachment for Unit Prices		

§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Not Applicable	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The "cut-off" date will be required for the Contractor to submit the Application for Payment to the Architect by the twenty-fifth day of the month. The Architect will review the Application for Payment and either return it to the Contractor for correction, if in error, or forward it to the Owner, if approved, by the first day of the month. The Owner will make payment by the twentieth day of the following month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*



**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

See Attached Section 00510

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

/

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:14 on 04-14-2011 under Order No.8597907788\_1 which expires on 03-01-2012, and is not for resale.

User Notes:

(1232041810)



**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

Prime interest rate at the Owner's bank %

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Walt Spencer  
Henderson County Schools  
1805 Second Street  
Henderson, KY 42420

**§ 8.4** The Contractor's representative:

**AIA Document A101™ – 2007.** Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:14 on 04-14-2011 under Order No.8597907788\_1 which expires on 03-01-2012, and is not for resale.

User Notes:

(1232041810)

Init.



(Name, address and other information)

Don Gibbs  
1251 N. Stockwell Road  
Evansville, IN 47715

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attached Section 00010	PROJECT MANUAL INDEX		

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
See Attached Section 00010 – PROJECT MANUAL INDEX

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
See Attached Section 00010 – PROJECT MANUAL INDEX

Number	Title	Date	Pages
§ 9.1.6 The Addenda, if any:			
Number	Date		Pages
None			

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraph deleted)



**2.** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

The attached Kentucky Department of Education, Division of Facilities Management Amendment to the Standard Form of Agreement Between Owner and Contractor, AIA A201-1997, shall be considered a part of this agreement same as written herein.

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

**Type of insurance or bond**

**Limit of liability or bond amount (\$0.00)**

See attached Kentucky Department of Education, Division of Facilities Management Amendment to the Standard Form of Agreement Between Owner and Contractor, AIA A201-1997for insurance requirements.

This Agreement entered into as of the day and year first written above.

**OWNER (Signature)**

Dr. Thomas Riehey, Superintendent

*(Printed name and title)*

**CONTRACTOR (Signature)**

Jeffrey B. Mulzer, President

*(Printed name and title)*

Init.



HENDERSON COUNTY NORTH MIDDLE SCHOOL TRACK RESURFACING  
HENDERSON, KENTUCKY

**SECTION 00010 - PROJECT MANUAL INDEX**

Section 00001	TITLE SHEET .....	1
Section 00010	MANUAL INDEX.....	3

**DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND  
CONDITIONS OF THE CONTRACT**

Section 00100	INVITATION TO BID .....	2
Section 00200	INSTRUCTIONS TO BIDDERS.....	6
Section 00210	KDE-DEM AMENDMENT TO INSTRUCTIONS TO BIDDERS.....	5
Section 00220	SUPPLEMENTAL INSTRUCTIONS TO BIDDERS.....	1
Section 00230	CERTIFICATE OF PRODUCT COMPLIANCE.....	1
Section 00410	FORM OF PROPOSAL.....	3
Section 00440	BID BOND.....	1
Section 00500	STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR.....	7
Section 00510	KDE-DEM AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR.....	1
Section 00520	SUPPLEMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER/CONTRACTOR .....	1
Section 00610	PERFORMANCE BOND & PAYMENT BOND .....	6
Section 00615	KDE-DEM AMENDMENT TO PERFORMANCE BOND/ PAYMENT BOND .....	1
Section 00620	APPLICATION FOR PAYMENT.....	1
Section 00621	CONTINUATION SHEET FORM.....	1
Section 00625	AFFIDAVIT OF ASSURANCES.....	1
Section 00626	CERTIFICATE OF INSURANCE .....	1
Section 00627	SUPPLEMENTAL ATTACHMENT FOR CERTIFICATE OF INSURANCE.....	1
Section 00630	CERTIFICATE OF SUBSTANTIAL COMPLETION .....	1
Section 00641	CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.....	1
Section 00642	CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS	1
Section 00643	CONSENT OF SURETY TO FINAL PAYMENT .....	1
Section 00644	CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE.....	1
Section 00700	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION .....	39
Section 00810	KDE-DEM AMENDMENT TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.....	3
Section 00820	SUPPLEMENTAL CONDITIONS .....	3
Section 00900	CHANGE ORDER FORM .....	1



Section 00901	CONSTRUCTION CHANGE DIRECTIVE FORM .....	1
Section 00902	ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS FORM .....	1

## **DIVISION 1 - GENERAL REQUIREMENTS**

Section 01100	SUMMARY .....	2
Section 01140	WORK RESTRICTIONS .....	2
Section 01250	CONTRACT MODIFICATION PROCEDURES .....	2
Section 01270	UNIT PRICES .....	2
Section 01290	PAYMENT PROCEDURES.....	4
Section 01310	PROJECT MANAGEMENT AND COORDINATION.....	4
Section 01320	CONSTRUCTION PROGRESS DOCUMENTATION.....	5
Section 01330	SUBMITTAL PROCEDURES.....	9
Section 01400	QUALITY REQUIREMENTS .....	5
Section 01420	REFERENCES .....	3
Section 01500	TEMPORARY FACILITIES AND CONTROLS .....	6
Section 01600	PRODUCT REQUIREMENTS .....	6
Section 01601	SUBSTITUTION REQUEST FORM .....	2
Section 01700	EXECUTION REQUIREMENTS .....	5
Section 01731	CUTTING AND PATCHING.....	3
Section 01770	CLOSEOUT PROCEDURES .....	6

## **DIVISION 2 - SITEWORK**

Section 02741	HOT-MIX ASPHALT PAVING.....	7
---------------	-----------------------------	---

## **DIVISION 3 - CONCRETE:** Not applicable on this Project.

## **DIVISION 4 - MASONRY:** Not applicable on this Project.

## **DIVISION 5 - METALS:** Not applicable on this Project.

## **DIVISION 6 - WOOD & PLASTICS:** Not applicable on this Project.

## **DIVISION 7 - THERMAL & MOISTURE PROTECTION:** Not applicable on this Project.

## **DIVISION 8 - DOORS & WINDOWS:** Not applicable on this Project.

## **DIVISION 9 - FINISHES:** Not applicable on this Project.

## **DIVISION 10 - SPECIALTIES:** Not applicable on this Project.

## **DIVISION 11 - EQUIPMENT:** Not applicable on this Project.

## **DIVISION 12 - FURNISHINGS:** Not applicable on this Project.



HENDERSON COUNTY NORTH MIDDLE SCHOOL TRACK RESURFACING  
HENDERSON, KENTUCKY

**DIVISION 13 - SPECIAL CONSTRUCTION:** Not applicable on this Project.

**DIVISION 14 - CONVEYING SYSTEMS:** Not applicable on this Project.

**DIVISION 15 - MECHANICAL:** Not applicable on this Project.

**DIVISION 16 - ELECTRICAL:** Not applicable on this Project.

**DRAWINGS**

G1.1      Site Plan & Details

**END OF SECTION 00010**



**KENTUCKY DEPARTMENT OF EDUCATION  
DIVISION OF FACILITIES MANAGEMENT  
AMENDMENT TO THE  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
AIA A101-2007**

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.3** Add the following: "Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of \$ 250.00, not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction.  
"The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion."

**ARTICLE 5 PAYMENTS**

- 5.1.3** Add the following: "State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law."

- 5.1.8** Revise subparagraph to read: "The Owner shall retain ten percent (10%) from each Application for Payment up to fifty percent (50%) completion of the Work, then, provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in retainage to five percent (5%) of the current Contract Sum. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work."

- 5.2.1** Add condition 5.2.1.3, as follows: "The Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment."

- 5.2.2** Delete the entire paragraph.

**ARTICLE 6 DISPUTE RESOLUTION**

- 6.1** Delete the words: ", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker."

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

- 8.2** Revise the sentence to read "...shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the prevailing legal rate at the time and place where the Project is located."

**END OF AMENDMENT**



**KENTUCKY DEPARTMENT OF EDUCATION  
DIVISION OF FACILITIES MANAGEMENT  
AMENDMENT to  
GENERAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION  
AIA A201-2007**

**ARTICLE 2 OWNER**

2.2.1 Delete the entire paragraph.

**ARTICLE 4 ARCHITECT****4.2 ADMINISTRATION OF THE CONTRACT**

4.2.1 Revise the first sentence of the paragraph to read: "...the final Certificate For Payment, and, at the discretion of the Owner and for Reimbursable Expenses, may be the Owner's representative during the one-year period for correction of Work described in Paragraph 12.2."

**ARTICLE 7 CHANGES IN THE WORK**

7.1.4 Add subparagraph 7.1.4, as follows: "Proposed Change in the Work exceeding \$7,500, additive or deductive, shall be subject to approval by the Division of Facilities Management, Kentucky Department of Education, prior to execution of the Change Order by the Owner."

7.3.7 Revise the paragraph to read "...in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed fifteen percent (15%) of the net cost of the change. In such case..."

**ARTICLE 9 PAYMENTS AND COMPLETION****9.3 APPLICATIONS FOR PAYMENT**

9.3.1 Change "retainage if provided for in the Contract Documents" to "retainage as stipulated in Subparagraph 9.3.4."

9.3.4 Add Subparagraph 9.3.4 as follows: "The Owner shall retain ten percent (10%) from each Application for Payment up to fifty percent (50%) completion of the Work, then, provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in retainage to five percent (5%) of the current Contract Sum. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in Section 9.8.1. After Substantial Completion, if reasons for reduction of the retainage are certified in writing by the Architect and approved by the Owner, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Division when deemed reasonable. The minimum lump sum amount shall be twice the estimated cost to correct deficient or incomplete work."

**9.6 PROGRESS PAYMENTS**

9.6.1 Revise the paragraph to read "...within the time provided in the Contract Documents or as required by state law, whichever is more restrictive, and shall so notify the Architect."

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 Add the following sentence to the end of the paragraph: "Upon receipt and approval of the final Certificate for Payment, the Architect, Contractor, and Owner shall complete their portion of the "Project Closeout Form" (BG-4, 2008), and the Owner shall forward it to the Kentucky



Department of Education, Division of Facilities Management, with the Architect's notification that all items of the punch list have been completed, a copy of the final Certificate for Payment, and a copy of the board order authorizing the BG-4 form, accepting the Work and approving final payment to the Contractor."

## ARTICLE 11 INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 Add the following: "Such insurance shall be no less than the following amounts:

- |                      |   |
|----------------------|---|
| (1) Public Liability | \$200,000.00 one person/maximum each person   |
|                      | \$500,000.00 one accident/maximum each person |
| (2) Property Damage  | \$200,000.00 one accident/maximum             |
|                      | \$500,000.00 aggregate"                       |

11.1.2.1 The Insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

(1) Worker's Compensation:

- |   |           |
|---|-----------|
| a. State.                                   | Statutory |
| b. Applicable Federal (e.g. Longshoreman's) | Statutory |
| c. Employer's Liability                     | \$500,000 |

(2) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):

- |   |             |
|---|-------------|
| a. General Aggregate  | \$1,000,000 |
| (Except Products-Completed Operations)  |             |
| b. Products-Completed Operations Aggregate  | \$1,000,000 |
| c. Personal/Advertising Injury  | \$1,000,000 |
| (per person/organization)   |             |
| d. Each Occurrence  | \$1,000,000 |
| (Bodily Injury and Property Damage)   | \$ 5,000    |
| e. Limit per Person Medical Expense   |             |
| f. Exclusions of Property in Contractors Care, Custody or Control will be eliminated.                         |             |
| g. Property Damage Liability Insurance will provide Coverage for Explosion, Collapse, and Underground Damage. |             |

(3) Contractual Liability:

- |                                     |             |
|-------------------------------------|-------------|
| a. General Aggregate                | \$1,000,000 |
| b. Each Occurrence                  |             |
| (Bodily Injury and Property Damage) | \$1,000,000 |

(4) Automobile Liability:

- |                    |                             |
|--------------------|-----------------------------|
| a. Bodily Injury   | \$500,000 Each Person       |
|                    | \$1,000,000 Each Accident   |
| b. Property Damage | \$500,000 Each Accident, or |
|                    | a combined single limit of  |
|                    | \$1,000,000.                |

(5) Liability coverage for the Owner, the Architect, the Architect's Consultants and others listed in the Supplementary Conditions will be provided (subject to customary exclusions for



professional liability), by endorsement as additional insureds on the Contractor's Liability Policy.

(6) Excess Liability Umbrella Form:

- a. General Aggregate \$1,000,000
- b. Each Occurrence \$1,000,000

The owner shall be consulted with to determine if additional coverage limits are required to comply with their specific needs as dictated by their legal counsel and/or insurance carrier.

**11.3 PROPERTY INSURANCE**

- 11.3.6 Revise the first sentence to read: "Before an exposure to loss may occur, the Owner shall file with the Contractor, the Architect, and the Division a copy of each policy that includes insurance coverages required by this Section 11.3."

**11.4 PERFORMANCE BOND AND PAYMENT BOND**

- 11.4.1 Revise Paragraph 11.4.1 as follows: "Unless otherwise provided, when the Contract Sum exceeds twenty-five thousand dollars (\$25,000) the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. A surety company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum, or 100% of the Lump Sum Base Bid plus or minus accepted Alternates, whichever is greater."

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

**13.1 GOVERNING LAW**

- 13.1.1 Add Paragraph 13.1.1 as follows: "None of the Contract Documents for this project shall be construed against the party preparing documents on the grounds that the party prepared or drafted the document, or any portion thereof."

**13.6 INTEREST**

Revise the sentence to read "...shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the prevailing legal rate at the time and place where the Project is located."

**ARTICLE 15 CLAIMS AND DISPUTES**

**15.3 MEDIATION**

- 15.3.2 Revise the first sentence to read: "The parties shall endeavor to resolve their Claims by mediation, which shall be in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of the Agreement."

**END OF AMENDMENT**

g:\facm\gm\lms\regs\A201-2007.rev.final



KENTUCKY DEPARTMENT OF EDUCATION  
DIVISION OF FACILITIES MANAGEMENT

FORM OF PROPOSAL  
April 2000  
702 KAR 4:160

SECTION 00410

Date: 04/12/11 To: (Owner) Henderson County Schools

Project Title: Henderson County North Middle School Track Resurfacing, Henderson, Kentucky

City, County: Henderson, Henderson County

Name of Contractor/Supplier: J. H. Rudolph & Co., Inc.

P. O. Box 5226, Evansville, IN 47716-5226

Mailing Address: \_\_\_\_\_

Business Address: 1251 N. Stockwell Road, Evansville, IN 47715 Telephone: (812) 476-4921

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum None (Insert the addendum numbers received or the word "none" if no addendum received.)

**BASE BID**

For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$54,529.00

Use Figures

Fifty Four Thousand Five Hundred Twenty Nine

Dollars & Zero

Cents

Use Words

Use Words

**ALTERNATE BIDS** (If applicable and denoted in the Supplemental Conditions)

For omission from or addition to those items, services, or construction specified in the Supplemental Conditions by alternate number, the following lump sum price will be added or deducted from the base bid:

Alternate Bid No. 1	(Add/Deduct) \$ <u>NA</u>
Alternate Bid No. 2	(Add/Deduct) \$ <u>NA</u>
Alternate Bid No. 3	(Add/Deduct) \$ <u>NA</u>
Alternate Bid No. 4	(Add/Deduct) \$ <u>NA</u>



# UNIT PRICES

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all terms, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

WORK	PRICE	UNIT
1. 2-inch thick hot-mix asphalt with striping	\$ 1.46	/ sq. ft.
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____
5. _____	\$ _____	_____
6. _____	\$ _____	_____
7. _____	\$ _____	_____
8. _____	\$ _____	_____
9. _____	\$ _____	_____
10. _____	\$ _____	_____

(Provide attachment for additional unit prices)

NOTE: The bidder shall submit the above list of unit prices with the bid.

## LIST OF PROPOSED SUBCONTRACTORS

List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The Architect/Engineer will evaluate the ability of all listed subcontractors to complete the work and notify the Owner. Listing of the bidder as the subcontractor may invalidate the bid should the Architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
1. Hot-Mix asphalt	J. H. Rudolph & Co., Inc.
2. Striping	Lathshaw Line Striping
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

(Provide attachment for additional work/material - subcontractor/supplier)

NOTE: The bidder shall submit the above list of subcontractors with the bid.



LIST OF MATERIALS/MANUFACTURERS

MATERIAL DESCRIPTION BY SPECIFICATION  
DIVISION AND CATEGORY

MANUFACTURER

1.	Hot-raix asphalt	J. H. Rudolph & Co., Inc.
2.	Striping	Sherwin Williams
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Provide attachment for additional material/manufacturers)

NOTE: The apparent low bidder shall submit the above list of materials within one hour of bid receipt time, or provide with the bid.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check that accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR: J. H. Rudolph & Co., Inc.

AUTHORIZED REPRESENTATIVE:

Signature

NAME (typed): Rebecca A. Fitzsimmons

Vice President - Finance

TITLE:

NOTICE: A bid bond or certified check or cash must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we J. H. Rudolph & Co., Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY

a corporation duly organized under the laws of the State of Ohio  
as Surety, hereinafter called the Surety, are held and firmly bound unto

Henderson County Schools, 1805 Second Street, Henderson, KY 42420

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Henderson County Schools  
Henderson County North Middle School Track Resurfacing, Henderson, Kentucky

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of April 19 2011

J. H. Rudolph & Co, Inc.

(Seal)

(Witness)

Rebecca A. Fitzsimmons (Title) Vice President

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

By:

Monika Givens, (Title) Attorney-in-fact

(Witness)



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert A. Fitzsimmons; Diana M. Wilderman; Jill A. Houchin; Monika Givens;

Lisa A. Browning; Brenda Fehn and/or Debra J. Baldwin

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:  
Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

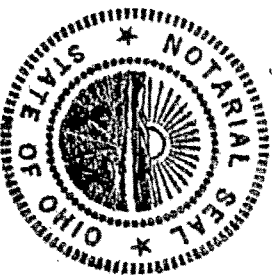
"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of October, 2008.



STATE OF OHIO )  
COUNTY OF BUTLER ) ss:

On this 10<sup>th</sup> day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,  
this 12th day of April, 2011



THE CINCINNATI INSURANCE COMPANY

*Debra J. Baldwin*  
Vice President

*Mark J. Holler*  
MARK J. HOLLER, Attorney at Law

NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

*Gregory J. Williams*  
Secretary



**J. H. Rudolph & Co., Inc.**  
**Equipment List**

**Project:**

**Henderson County Schools**  
**Henderson County North Middle School Track Resurfacing**

<u>Description / Model #</u>
Backhoe Loader, Caterpillar, 426c
Loader, Skid Steer, Gehl, 5640E
Power Broom, Broce
Shuttlebuggy, Road Tech, SB2500B
Paver, Road Tech
Vibratory Roller, Ingersoll Rand, 396



