

# Kentucky Department of Education Version of AIA Document A101 – 2007

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

AGREEMENT made as of the Ninth (9th) day of April  
in the year Two Thousand Twenty One  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)  
Boone County Board of Education  
8330 US 42  
Florence, Kentucky 41042

and the Contractor:  
(Name, legal status, address and other information)  
Graybach LLC  
2416 Central Parkway  
Cincinnati, Ohio 45214

for the following Project:  
(Name, location and detailed description)  
RISE Academy (ACE) - Renovations  
99 Center Street, Florence, Kentucky  
BG #21-131 / REH #129-1020-A

This project consists of renovations to the RISE Academy (formerly Boone County Alternative Center for Education) including part of the first floor and entire second and third floors of the original 1930's building and the 1957 addition. This renovation is for all finishes (furring out walls, any necessary abatement, new flooring, drywall, ceilings, display boards, doors/hardware/access controls/lockers, etc.); upgrades to electric / data / lighting; new LED lighting; security systems; rebuild restrooms on all floors; integration of an elevator; new security entry; ADA / security upgrades; roofing; renovation / maintenance of existing paving areas. Existing HVAC improvements have been made previously.

The Architect:  
(Name, legal status, address and other information)  
Robert Ehmet Hayes & Associates, PLLC  
2512 Dixie Highway  
Fort Mitchell, Kentucky 41017

The Owner and Contractor agree as follows.



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

FOR APPROVAL

Init.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, 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.)*

See attached Exhibit 'A' Phasing Plan for commencement and completion dates

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:

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

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§ 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. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*

See attached Exhibit 'A' Phasing Plan for commencement and completion dates

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

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  
N/A

(\$ ), 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 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  
Four Million One Hundred Forty-Four Thousand Six Hundred Dollars  
(\$ 4,144,600 ), subject to additions and deductions as provided in the Contract Documents.

*(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)*

	Amount
Base Bid	\$ 3,874,900
Sum of Accepted Alternates	\$ 269,700
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 4,144,600
Sum of Owner's direct Purchase Orders	\$ N/A
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 4,144,600

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§ 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. Either list alternates here or refer to an exhibit attached to this Agreement.)*

Number	Item Description	Amount
Alternate No. 1	Ballasted roof membrane	\$240,200
Alternate No. 2	Paint metal roofs	\$24,500
Alternate No. 3	Nora resilient tile flooring	no cost change
Alternate No. 4	Duplex sump pump system	\$5,000
Alternate No. 5	Daikin ERUs	no cost change
Alternate No. 6	Exacq (CCTV) equipment	no cost change
Alternate No. 7	Telecor intercom/clock system	no cost change
	<b>Total of Alternates</b>	

§ 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. Either list unit prices here or refer to an exhibit attached to this Agreement.)*

As outlined on Graybach LLC's Form of Proposal.

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)*

As outlined in the Bidding and Contract Documents.

Item	Price
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## 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:

Contractor shall submit each application for payment to the Architect allowing seven days for his review and for receipt of the application by the Owner two weeks before the second Thursday of each month. Owner will make payment within twenty (20) days after the application has been approved by the Owner and release has been authorized.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the \_\_\_\_\_ day of the \_\_\_\_\_ 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 \_\_\_\_\_ ( ) days after the Architect receives the Application for Payment.

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.

§ 5.1.4 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 \_\_\_\_\_ 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 — KDE Version;
- .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 \_\_\_\_\_ 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 — KDE Version.

§ 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 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

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- 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 — KDE Version.

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

*When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, 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 plus Purchase Orders. 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.*

The first paragraph in Article 5.1.3 above is deleted.

Payments to the Contractor shall be in accordance with the General, Supplementary, and other conditions of the Contract, and Section 012900 "Payment Procedures".

§ 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 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 a final Certificate for Payment has been issued by the Architect; and
- 3 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.

## 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 — KDE Version, 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.)*

Int.

## § 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 — KDE Version, 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.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007 — KDE Version
- ☒ Litigation in a court of competent jurisdiction where the Project is located
- ☐ 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 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 — KDE Version.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 — KDE Version 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 such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

See Article 5.1.2 above.

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

Dr. Mike Poiry, Assistant Superintendent  
Boone County Board of Education  
8330 U. S. 42  
Florence, Kentucky 41042

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Mr. Pete Subach, Member  
Graybach, LLC  
2416 Central Parkway  
Cincinnati, Ohio 45214

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§ 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:

AWARD OF THE CONTRACT- Award of this Contract is subject to acceptance of the bids by the Kentucky Department of Education and to the sale of school revenue bonds.

#### 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 — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:  
(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)

Supplementary Conditions, Pages 1 - 8

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit "B" attached to this Agreement

Section	Title	Date	Pages
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**§ 9.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See Exhibit "C" attached to this Agreement

Number	Title	Date
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**§ 9.1.6 The Addenda, if any:**

*(Either list the Addenda here or refer to an exhibit attached to this Agreement.)*

Number	Date	Pages
Addendum No. 1	March 10, 2021	Page 1 of 2 + attachments
Addendum No. 2	March 15, 2021	Page 1 of 2 + attachments
Addendum No. 3	March 18, 2021	Page 1 of 3 + attachments
Addendum No. 4	March 19, 2021	Page 1 of 2 + attachments

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:**

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

9.1.7.1 above is deleted.

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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 — KDE Version 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.)*

- A. AIA Document A701-1997, Instructions to Bidders — KDE Version
- B. Contractor's Form of Proposal
- C. KDE Purchase Order Summary Form
- C. Is not applicable
- D. Supplementary Instructions to Bidders, Pages 1 - 6.
- E. Graybach, LLC's Form of Proposal, Pages 1 through 11, with accompanying Conflict of Interest, Qualification Data, Bid Bond and Power of Attorney, all dated March 25, 2021.

**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 – KDE Version.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)*

Insurance as outlined in the Contract Documents.

KDE Version of Performance and Payment Bonds, AIA Document A312, 2010, to be executed with this Agreement.

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

**DO NOT  
SIGN**

**DO NOT  
SIGN**

OWNER (Signature)

Dr. Maria Brown, Chair

(Printed name and title)

CONTRACTOR (Signature)

Pete Subach, Member

(Printed name and title)

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Certificate of Corporate Principal (Contractor)  
(To be executed if Contractor is a Corporation)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the organization named as Contractor herein, that \_\_\_\_\_, the officer who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Corporate Seal:

Certificate of Corporate Principal (Owner)  
(To be executed if Owner is a Corporation)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the organization named as Owner herein, that \_\_\_\_\_, the officer who signed this Agreement on behalf of the Owner, was then \_\_\_\_\_ of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Corporate Seal:

## **EXHIBIT 'A'**

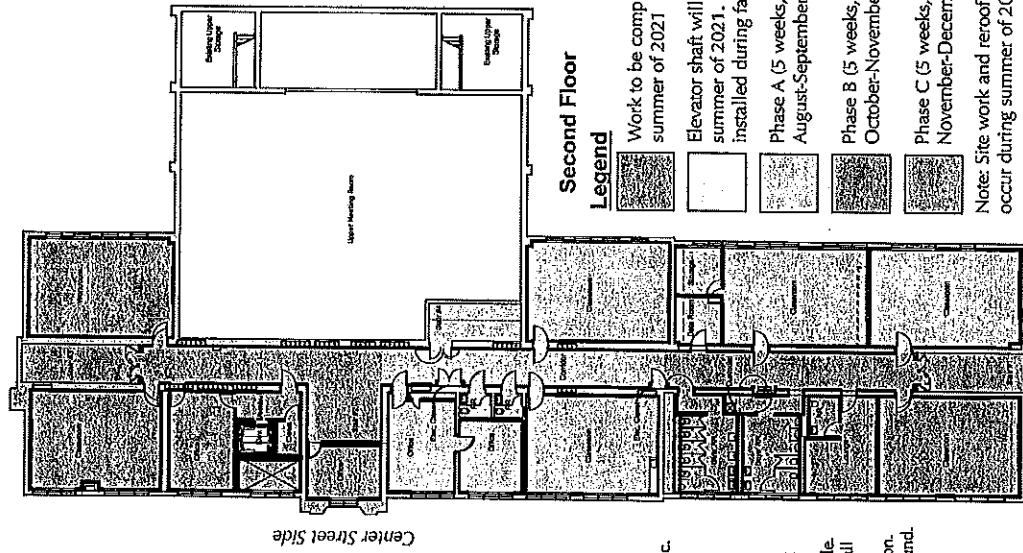
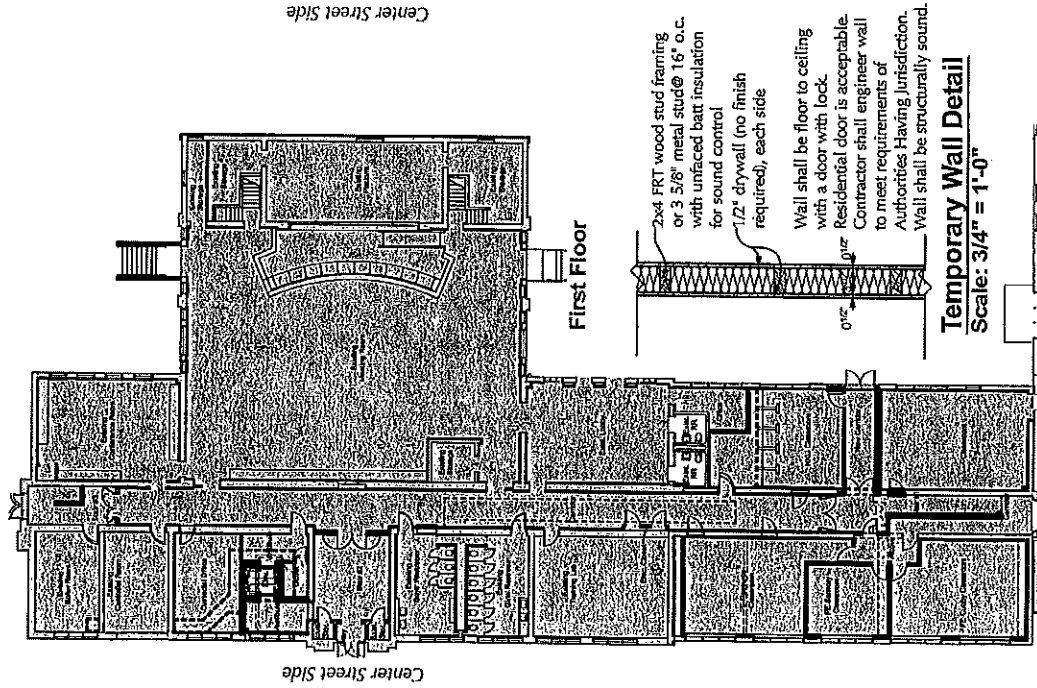
### **Rise Academy (ACE) - Renovations Phasing Plan**

The attached phasing plan shall be coordinated by the General Contractor. After award of the project, the successful GC shall submit a detailed schedule with exact dates of each area of work as soon as possible.

#### **Key Dates:**

- Last day for students: May 27
  - Last Day for staff: May 28
  - First Day for Staff: August 9
  - First Day for Students: August 18
  - Thanksgiving Break: November 24-26
  - Winter Break: December 20-31
- 
- Some abatement work will occur during Spring Break (April 12-16). The balance will be completed at the beginning of the summer. See asbestos report and abatement schedule for more information.
  - All work on the first floor of the building shall be completed over the summer of 2021.
  - All summer work shall be complete, ready for staff to move in by Monday, August 2. Summer work includes, but is not necessarily limited to the following (See color coded floor plans):
    - All work on the first floor of the building
    - All work in Stair # 1 and Stair #3.
    - Installation of the elevator shaft (cab can be installed once equipment arrives. Provide security for openings (completely board up openings).
    - All site and roof work.
    - As much of the masonry repair/façade work as is possible.
  - The remainder of the work shall be completed in phases as indicated on the color-coded phasing plan. Phase A, the southeast portion of the second floor, shall be completed first, in approximately five weeks, in August and September.
  - Phase B, the northern portion of the second and third floors, shall be completed in approximately five weeks, in mid-September through the end of October.
  - Phase C, the southern portion of the third floor, shall be completed by December 31. The work of all phases shall be completed by this date. Contractor shall include any overtime, additional forces, etc. as necessary to meet this requirement. Factor costs into bid.
  - Noise, dust, offensive odors, etc. must be kept to a minimum while work occurs during class time, generally 8 am to 3 pm. At contractor's discretion, work may occur during second shift.
  - If ceilings, walls, etc. are opened in areas in which students and/or staff will occupy, these areas must be secured. Provide plywood to board up, temporary ceilings, etc. as necessary.
  - As the work moves through the building, contractor shall provide a temporary wall with locking door in the corridor to keep staff and students out of the work area. Provide panic devices, place doors/walls for egress, etc. Coordinate with building inspector.
  - Contractor shall coordinate with all authorities having jurisdiction. Maintain safe egress at all times.

- Contractor shall submit shop drawings for any items with long lead times as soon as possible after award.
- Any and all work that must take place in or interfere with the Florence Elementary School portion of the building must take place over the summer or during nights/weekends during the school year. This includes, but is not limited to, electrical and data work which is fed from panels/racks in the FES portion of the building.
- All work to the lintels as part of the masonry restoration on the exterior shall be completed during the summer.

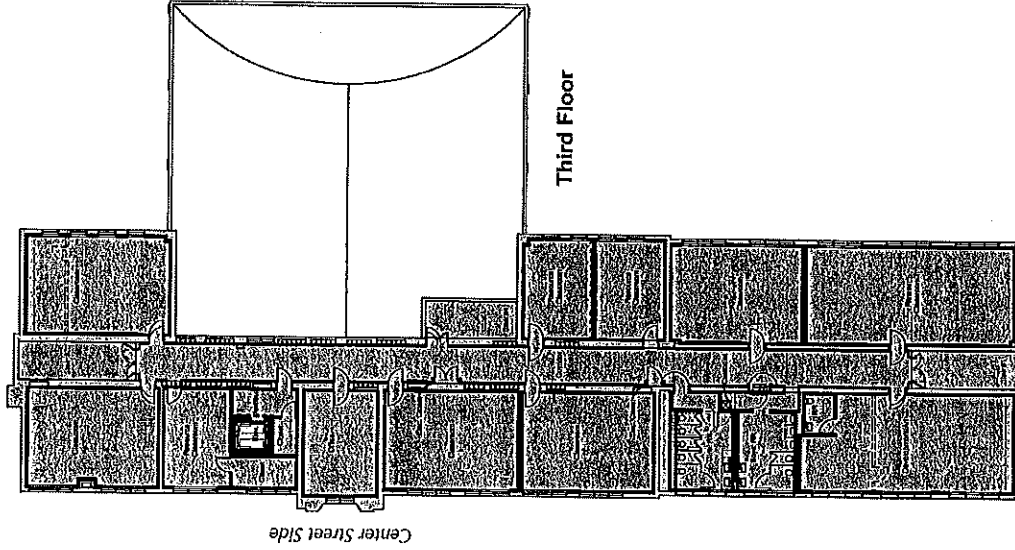


### Legend

- Work to be completed over summer of 2021
- Elevator shaft will be built over summer of 2021. Cab will be installed during fall of 2021.
- Phase A (5 weeks, fall 2021)  
August-September
- Phase B (5 weeks, fall 2021)  
October-November
- Phase C (5 weeks, fall 2021)  
November-December

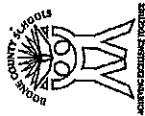
Note: Site work and reroof work will occur during summer of 2021.

Note: Masonry restoration work shall occur when possible, based on other phase work.



**REH&A**  
ARCHITECTS

ACE/RISE Academy Renovations  
Phasing Plan  
March 10, 2021



## EXHIBIT 'B'

### Contract Documents

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**KENTUCKY DEPARTMENT OF EDUCATION**

702 KAR 4:160

 Boone County Alternative Center for Education  
(ACE) / Rise Academy  
Renovations

**FORM OF PROPOSAL**

 BG No. 21-131 REH Project No. 129-1020-A

 Date: 3/25/2021 To: (Owner) Boone County Board of Education

 Project Name: Boone Counter Alternative Center for Education (AC) / Rise Academy – Renovations

 City, County: Florence, Boone

 Name of Contractor: Graybach, LLC

 Mailing Address: 2416 Central Parkway Cincinnati, OH 45214

 Business Address: 2416 Central Parkway Cincinnati, OH 45214 Telephone: (513) 381-4868

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for 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 1,2,3,4 (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:

3,874,900.00  
 Use Figures  
*Three million eight hundred seventy four thousand nine hundred* Dollars & NO Cents  
 Use Words

**ALTERNATE BIDS:** (If applicable and denoted in the Bidding Documents)

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
Alt. Bid No. 1	Remove / replace ballasted roof membrane	240,200	—	<input type="checkbox"/>
Alt. Bid No. 2	Painting of metal roofs	24,500	—	<input type="checkbox"/>
Alt. Bid No. 3	nora resilient tile flooring	—	—	<input checked="" type="checkbox"/>
Alt. Bid No. 4	Duplex sump pump system	5,000	—	<input type="checkbox"/>
Alt. Bid No. 5	Dalkin ERUs	—	—	<input checked="" type="checkbox"/>
Alt. Bid No. 6	Exacq security system (CCTV)	—	—	<input checked="" type="checkbox"/>
Alt. Bid No. 7	Provide Telecor as Owner Preferred Mfr for Intercom & Clock Sys	—	—	<input checked="" type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>

A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.

**LIST OF PROPOSED SUBCONTRACTORS:**

List on the lines below each major branch of work and the subcontractor 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.

The bidder shall submit the list of subcontractors with the bid.

	<b>BRANCH OF WORK</b> (to be filled out by the Architect)	<b>SUBCONTRACTOR</b> (to be filled out by the contractor)
1.	Demolition	Graybach
2.	Tuckpointing	Hart
3.	Masonry Waterproofing	Hart
4.	Masonry Work	Flach
5.	Casework	JT Woodworking
6.	Insulation	Specialty
7.	Roofing	Base - Ace Att. 1 - TruCraft
8.	Hardware	Graybach
9.	Metal Studs	Specialty
10.	Pipe and Tube Railings	Lang
11.	Flooring	Axis <del>Contracting</del>
12.	Ceilings	Specialty
13.	Wood Doors	Graybach
14.	Hollow Metal Frames	Graybach
15.	Painting	Graybach
16.	Elevator	Schindler
17.	Exterior Concrete	Modern Day

702 KAR 4:160

(ACE) / Rise Academy

# FORM OF PROPOSAL

18.	Plumbing
-----	----------

EC Schmidt

EC Schmidt

Hud sm

Hudson

Jon Ayers

Norco'm

Norcom

**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:**

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

The bidders shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<b>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</b> (to be filled out by the Architect or Contractor)	<b>SUPPLIER</b> (to be filled out by the Contractor)	<b>MANUFACTURER</b> (to be filled out by the Contractor)
1.	Wood Doors	SCHILLER	VT INDUSTRIES
2.	Hollow Metal Frames	SCHILLER	CURRIES
3.	Resilient Tile	NORA	NORA
4.	Carpet	INTERFACE	INTERFACE
5.	Casework	WILSONART	WILSONART
6.	Paint	SHERWIN WILLIAMS	SHERWIN WILLIAMS
7.	Roof Membrane	CARLISLE	CARLISLE
8.	Standing Seam Metal Roof	FMETCO	FMETCO
9.	Drywall	USG	USG
10.	Metal Studs	CLARK DIETRICH	CLARK DIETRICH
11.	Elevator	SCHINDLER	SCHINDLER
12.	Ceilings	ARMSTRONG	ARMSTRONG
13.	Domestic Water Heaters	N/A	N/A
14.	Recirculation Pumps	N/A	N/A
15.	Water Closets	WORLY	AMERICAN STANDARD
16.	Lavatories	WORLY	AMERICAN STANDARD
17.	Urinals	WORLY	AMERICAN STANDARD
18.	Sinks	WORLY	ELKAY

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## Renovations

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

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**KENTUCKY DEPARTMENT OF EDUCATION**  
**702 KAR 4:160**  
**Boone County Alternative Center for Education**  
**(ACE) / Rise Academy**  
**Renovations**

**FORM OF PROPOSAL**

**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 items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document. The bidder shall submit the list of unit prices within one (1) hour of the bid.

	<b>WORK</b>	<b>PRICE / UNIT</b> (to be filled out by the Contractor)	<b>UNIT</b>
1.	Undercutting and earth replacement for undercut of low density soils below depths required by Earth Moving Specifications where existing compaction is inadequate, including compaction per Earth Moving Specifications. This unit price is based on being able to re-use undercut materials and will be used to adjust yardage up or down.	8.00	cy
2.	Undercutting and earth replacement for undercut of low density soils below depths required by Earth Moving Specifications, where existing compaction is inadequate, including compaction per Earth Moving Specifications. This unit price is based on existing materials being unacceptable and being replaced by new on site approved materials brought in from off site and includes hauling unsuitable soil materials off site and will be used to adjust yardage up or down.	30.00	cy
3.	Resilient Tile	7.30	sf
4.	Carpet	3.10	sf
5.	Tuckpointing	27.65	sf
6.	Brick replacement (including tuckpointing joints)	25.00	each
7.	Remove and replace 2x4 roof blocking	6.00	lf
8.	Remove and replace 2x6 roof blocking	6.50	lf
9.	Remove and replace roof sheathing	7.00	sf
10.	3/4" plywood roof deck replacement	7.00	sf
11.	Waterproofing at Boiler room (unit should be given in the form of per foot of depth per linear foot of wall)	70.00	fl
12.	2" Dom. CW piping -- Installed w/ hangers and insulation	47.00	lf
13.	1-1/2" Dom. HW piping -- Installed w/ hangers and insulation	40.00	lf

**KENTUCKY DEPARTMENT OF EDUCATION**

702 KAR 4:160

Boone County Alternative Center for Education

(ACE) / Rise Academy

Renovations

**FORM OF PROPOSAL**

14.	4" Schedule 40 PVC Sanitary Pipe, below slab - Installed	105.00	lf
15.	3/4" EMT Conduit - Installed	4.00	lf
16.	120-Volt, 20A, Single Pole Circuit Breaker - Installed	57.00	lf
17.	120-Volt, 20A, Single Pole Disconnect Switch - Installed	370.00	each
18.	Duplex Receptacle - Installed	180.00	each
19.	Light Fixture (Type A) - Installed	240.00	each
20.	Exit Sign (Type XV) - Installed	180.00	each
21.	Voice/Data Outlet w/ two Cat 6A RJ-45 Jacks - Installed	400.00	each
22.	Category 6A UTP Cable - Installed in Conduit	1.50	lf
23.	Joist Repair (per details 1/S3 and 2/S3)	820.00	each

**DIRECT MATERIAL PURCHASES:**

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER DESCRIPTION</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER AMT.</u></b> (to be filled out by the Contractor)
1.	None		

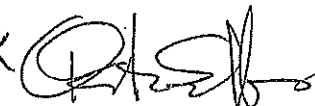
**COMPLETION OF PROJECT:**

The Bidder proposes and agrees to substantially complete all Work under this Contract as outlined in the Bidding and Contract Documents. To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

CERTIFICATE OF CORPORATE PRINCIPAL  
(To Be Completed If Bidder Is a Corporation)

I, Pete Subach, certify that I am the Member of the Company named as Bidder in the within Bid, that Pete Subach, who signed this Bid on behalf of the Bidder, was then Member of said Company, that I know his signature and his signature hereto is genuine; and that said Bid was duly signed, sealed, and attested for and on behalf of said Company by authority of its governing body and is within the scope of its powers.

By: X



State of Incorporation:

Corporate Seal:



CARI VANDERBILT-SHIFFLET  
Notary Public  
State of Ohio  
My Comm. Expires  
December 15, 2025

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

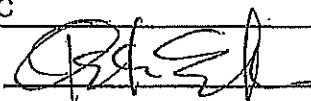
In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which 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 / BIDDER: Graybach, LLC

AUTHORIZED REPRESENTATIVE'S NAME (signature):



AUTHORIZED REPRESENTATIVE'S NAME (printed): Pete Subach

AUTHORIZED REPRESENTATIVE'S TITLE: Member

Resident Bidder (As defined in Article 15 of Instructions to Bidders AIA A701, 1997 – KDE Version)

(X) Yes ( ) No

**NOTICE:** Bid security must accompany this proposal if the Base Bid price is greater than of \$100,000.

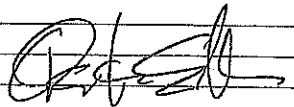
This form shall not be modified.

Boone County Schools	
Boone County Alternative Center for Education (ACE) / Rise Academy	
Renovations	
Bld Evaluation Criteria Responses (to be submitted with Form of Proposal)	
Organization:	
Principal Office Address:	
Criteria	
2	How many years has your organization been in business under present name? 13
	Under what other former names has your organization operated? N/A
	What is the legal entity of your organization? Graybach, LLC Partnership
	Has your organization ever failed to complete any work awarded to it? No
	Are there any judgments, claims, mediation, arbitration proceedings or suits pending or outstanding against your organization? No
	Has your organization filed any law suits or requested mediation or arbitration with regard to construction contracts within the last five years? No
	List the major construction projects your organization has in progress and/or under contract including the name of the project, the Owner, Architect, Contract Amount percent complete and Please see attachment A

Boone County Alternative Center for Education  
(ACE) / Rise Academy  
Renovations

	List the average annual amount of construction work your organization has performed over the last five years.
	\$70 Million
	List two trade references with contact and phone numbers.
	Please see attachment C
	Attach financial statement for your organization, including bond company rating.
	Available Upon Request
3	List Kentucky public school projects constructed under the Commonwealth of Kentucky 702-KAR 4:160 Capital Construction Process that your organization has completed within the last five years (title of project and year of construction).
	Southgate Elementary - Commencement Date - 2/2019, Substantial Completion Date - 8/2019
	Connor High School - Commencement Date - 2/2020, Substantial Completion Date - 7/2020
	Boone County High School - Commencement Date - 2/2021, project in progress
4	List the experience for the last five years of your project manager and project superintendent that will be assigned to this project.
	Please see attached resumes
5	List the following for the five most recently completed projects of like nature and scope to this bidding. Include name, title, and phone number of reference contact person:
	Please see attached sheet
	List the categories of work that your organization will perform with its own forces on this project.
	General Construction
	List the percentage of work that will be performed by subcontractors for this project.
	90%
	Time from substantial completion to receipt of final payment from the Owner to evidence timely project closeout.
	Please see attached sheet

Boone County Alternative Center for Education  
(ACE) / Rise Academy  
Renovations

	Total percentage of construction cost expended on change orders.
	Please see attached sheet
	Were period of correction and warranty items handled satisfactorily with the Owner?
	Yes
6	List the following for the five most recently completed projects of like nature and scope to this bidding. Include name, title, and phone number of reference contact person:
	Please see attached sheet
	Was the project completed on schedule?
	Yes
The undersigned certifies that the information provided herein is true and sufficiently complete so as not to be misleading.	
Organization:	Graybach, LLC
Name:	Pete Subach, Member
Date:	3/25/2021
	Signature: 


CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. he, or any member of his immediate family, has a financial interest herein; or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- c. any other person, business, shareholder or other stockholder, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee or board member of the Boone County Board of Education.

  
\_\_\_\_\_  
Signature

March 25, 2021  
\_\_\_\_\_  
Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the Form of Proposal in order for Bid to be qualified.

# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Graybach, LLC  
2416 Central Parkway  
Cincinnati, OH 45214

### SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

### OWNER:

(Name, legal status and address)

Boone County Board of Education  
8330 U.S. 42  
Florence, KY 41042

**BOND AMOUNT:** Five Percent (5%) of the Total Bid Amount

### PROJECT:

(Name, location or address, and Project number, if any)

Rise Academy - Renovations  
(formerly known as Boone County Alternative Center for Education)  
99 Center Street  
Florence, Kentucky 41042

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Int.

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User Notes:

(812003674)



Signed and sealed this 26th day of March, 2021.

(Witness)

*Christi West*  
(Witness)

Graybach, LLC

(Contractor as Principal)

*Member*  
(Title)

Atlantic Specialty Insurance Company

(Surety)

*Tammy Masterson*  
(Title) Tammy Masterson, Attorney-In-Fact

Int.

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User Notes:

(812003674)



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Stella Adams, Evan R. Derr, G. Dale Derr, Tammy Masterson, Mary Beth Milling, Mark Nelson, Nancy Nemec, Randel T. Noah, Liz Ohl, Katie Rose, Julie Siemer, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

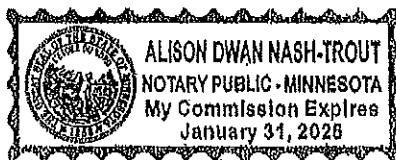
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 25th day of March, 2021.

This Power of Attorney expires  
January 31, 2025



Kara Barrow  
Kara Barrow, Secretary

2416 Central Parkway Cincinnati, Ohio 45214  
Office: 513.381.4868 Fax: 513.381.4898  
Grayback.com

March 25, 2021

Boone County Board  
of Education  
8330 US 42  
Florence, KY 41042  
Re: Rise Academy Renovations  
Section 5 Bld Form References

**Fairfield Central Elementary**

Contact: Paul Motylinski, P.E., Project Manager  
Phone: (614) 728-8297  
Total Change Orders: \$212,667.99  
Substantial Completion: 6/30/18  
Final Payment: 7/30/18

**Corbett Center Theater Improvements**

Contact: Pete Luken, Project Manager  
Phone: (513) 556-3160  
Total Change Orders: \$698,416.95  
Substantial Completion: 8/15/18  
Final Payment: 1/31/19

**Miami University CAB**

Contact: Ethan Dole, Project Manager  
Phone: (513) 529-8087  
Total Change Orders: \$199,278.08  
Substantial Completion: 9/8/18  
Final Payment: 11/8/18

**Liberty Township Service Facility**

Contact: Kristen Bitonte, Project Manager  
Phone: (513) 759-7500  
Total Change Orders: \$94,283.56  
Substantial Completion: 1/19/18  
Final Payment: 8/31/20

**Cincinnati State Welcome Center**

Contact: Christine Barrow, Project Manager  
Phone: (513) 569-1582  
Total Change Orders: \$29,040.33  
Substantial Completion: 11/13/18  
Final Payment: 4/6/20

Grayback

## SR. PROJECT MANAGER

### **Jason Boerger**

2416 Central Parkway, Cincinnati Ohio 45214 Office: 513-381-4868 Cell: 513-312-5919  
[jason.boerger@graybach.com](mailto:jason.boerger@graybach.com)

#### EXPERIENCE

**Graybach**

2013 to Current

*Cincinnati, Ohio*

Responsibilities include but not limited to:

- Job Project Management
- Estimator for public and private jobs
- Prepare Job Proposals
- Write Contracts, Develop Job Schedules

Recent Projects Include:

- West Union Square, CMHA Project – New Build- \$12.3M
- Menards- Fairborn- New Build- \$10.7M
- Stargel Stadium – New Build- \$4.4M
- West Chester Fire Station- New Build- \$3.1M
- Sinclair Community College Renovations- \$1.8M
- Baldwin Grove Renovation, CMHA- - Renovations- \$1.2M
- Braxton Health Center – Renovation- \$809K

**Prior to Graybach:**

2002-2013

*Cincinnati, OH*

*With over 11 years of experience in the construction industry, Jason came to Graybach with an excellent history of past projects and expertise including work with:*

- Government Work (VA, GSA, FAA, & Wright Patterson)
- Mercy Hospitals
- Duke Energy
- Sonic
- McDonald
- Fifth Third Bank
- Group Health
- First Financial Bank



## SUPERINTENDENT

### ***Ben Guenther***

---

2416 Central Parkway, Cincinnati Ohio 45214 Office: 513-381-4868 Cell: 513-799-8418  
[ben.guenther@graybach.com](mailto:ben.guenther@graybach.com)

#### EXPERIENCE

**Graybach**

3/2019 to Current

*Cincinnati, Ohio*

- Project Superintendent for commercial projects including design build of a new clubhouse
- Project Scheduling, preparation of daily reports
- Liaison between owner, architect and permitting officials
- Provide project supervision, coordination, pre-construction activities through punch list completion

#### **Recent Projects Include:**

- Boone Links Clubhouse- new build

#### **Prior Experience:**

With over 18 years of experience in construction and maintenance, Ben has managed various types of projects including design-build, renovations, new construction in both commercial and residential projects.

**Fedders Construction**

2017-2019

*Cincinnati, Ohio*

**Century Construction**

2014-2017

*Cincinnati, Ohio*

**Miter Contracting**

2012-2014

*Cincinnati, Ohio*

**Klenco Construction**

2001-2012

*Cincinnati, Ohio*

## Work in Progress

### Attachment "A"

#### Warren County Jail

Owner: Warren County

Architect: Wachtel & McAnally Architects/Planners, Inc.

Project Value: \$1.9M

% Complete: 33

Est. Completion: 5/2021

#### HC Courthouse Server Room Consolidation

Owner: Board of County Commissioners, Hamilton County, Ohio

Architect: ThermalTech Engineering, Inc.

Project Value: \$1.8M

% Complete: 3

Est. Completion: 9/2022

#### UC Rieveschl 400 + 600

Owner: University of Cincinnati

Architect: University of Cincinnati Planning + Design + Construction

Project Value: \$5.1M

% Complete: 98

Est. Completion: 4/2021

**Sinclair Elevator Renovation and Refurbishments – Campus Wide**

**Owner:** Sinclair Community College

**Architect:** Oregon Group Architects

**Project Value:** \$1M

**% Complete:** 70

**Est. Completion:** 4/2021

**Multi-Site Development: Cottonwood Dr, Sharon Rd, Werk Rd.**

**Owner:** Housing Network of Hamilton County

**Architect:** City Studios Architecture

**Project Value:** \$2.5M

**% Complete:** 47

**Est. Completion:** 7/2021

**West Chester Fire Station #73**

**Owner:** West Chester Township Ohio

**Architect:** Emersion Design, LLC

**Project Value:** \$3.1M

**% Complete:** 56

**Est. Completion:** 6/2021

**Norwood View Elementary School Renovations and Improvements**

**Owner:** Norwood City Schools Board of Education

**Architect:** SHP Architects

**Project Value:** \$4.4M

**% Complete:** 65

**Est. Completion:** 6/2021

**Cynthiana Presbyterian Church Rear Entry Addition.**

**Owner:** Cynthiana Presbyterian Church

**Architect:** City Studios Architecture

**Project Value:** \$825,159

**% Complete:** 76

**Est. Completion:** 3/2021

**LMSD Little Miami Junior High School**

**Owner:** Little Miami School District

**Architect:** emersion DESIGN, LLC

**Project Value:** \$1.1M

**% Complete:** 23

**Est. Completion:** 7/2021

**LMSD Little Miami High School**

**Owner:** Little Miami School District

**Architect:** emersion DESIGN, LLC

**Project Value:** \$897,285

**% Complete:** 30

**Est. Completion:** 7/2021

**BMHA Elevator Modernization Project at Dayton Lane Gardens**

**Owner:** Butler Metropolitan Housing Authority

**Architect:** Creative Housing Solutions Staff

**Project Value:** \$335,000

**% Complete:** 39

**Est. Completion:** 7/2021



**Lebanon Fire Station 41**

**Owner:** The City of Lebanon

**Architect:** KZF Design

**Project Value:** \$6.2M

**% Complete:** 20

**Est. Completion:** 8/2021

**Riverfront Transit Center/Freedom Center Garage Door Replacement Project**

**Owner:** Southwest Ohio Transit Authority

**Project Value:** \$221,200

**% Complete:** 88

**Est. Completion:** 4/2021

**UC Eden Garage – VA Connector**

**Owner:** University of Cincinnati

**Architect:** KZF Design Inc.

**Project Value:** \$741,900

**% Complete:** 17

**Est. Completion:** 4/2021

**NKU Elevators FA & Nunn**

**Owner:** Northern Kentucky University

**Project Value:** \$64,836

**% Complete:** Newly Awarded (Project hasn't started yet)

**Est. Completion:** TBD

Cline Elementary Elevator

Owner: Campbell County Board of Education

Architect: Robert Ehmet Hayes & Associates, PLLC

Project Value: \$403,900

% Complete: 76

Est. Completion: 4/2021

VA Fort Thomas Restrooms

Owner: Department of Veterans Affairs Medical Center

Project Value: \$312,500

% Complete: 24

Est. Completion: 5/2021

City of Elsmere -- City Hall & Police Station

Owner: City of Elsmere Kentucky

Architect: Summit Architectural Services, Inc.

Project Value: \$3.8M

% Complete: 21

Est. Completion: 12/2021

Miami Armstrong E-Sports Cafe

Owner: Miami University

Architect: Baxter Hodell Donnelly Preston, Inc.

Project Value: \$269,859

% Complete: 81

Est. Completion: 4/2021

**Boone County High School Addition and Renovations**

**Owner:** Boone County Board of Education

**Architect:** Robert Ehmet Hayes & Associates, PLLC

**Project Value:** \$8.9M

**% Complete:** 6

**Est. Completion:** 12/2021

**Fort Thomas City Building**

**Owner:** The City of Fort Thomas

**Architect:** Robert Ehmet Hayes & Associates, PLLC

**Project Value:** \$5.2M

**% Complete:** 2

**Est. Completion:** 1/2022

**Friendship Baptist Church Restrooms**

**Owner:** Friendship Baptist Church

**Architect:** Robert Bartolt

**Project Value:** \$96,600

**% Complete:** 26

**Est. Completion:** 4/2021

2416 Central Parkway Cincinnati, Ohio 45214  
Office: 513.381.4868 Fax: 513.381.4398  
Graybach.com

## **Trade References**

### **Attachment "C"**

#### **JMW Plumbing & Fire Protection**

8714 Forfeit Run Road  
Cincinnati, OH 45247  
Mr. Jason Wullenweber  
Ph: 513-616-3944  
Email: jason@jmwplumbing.com

#### **Neiheisel Steel**

7114 Bridgetown Road  
Cincinnati, Ohio 45248  
Mr. Scott Neiheisel  
Ph: 513-497-1226  
Email: scott@neiheiselsteel.com

#### **Knose Concrete Construction, Inc.**

4926 Cincinnati Brookville Road  
Hamilton, Ohio 45013  
Mr. Dennis Knose  
Ph: 513-738-8200  
Email: dknose@knoseconcrete.com

Graybach