ROBERT EHMET HAYES & ASSOCIATES, PLLC

ARCHITECTS

2512 DIXIE HIGHWAY, FT. MITCHELL, KENTUCKY 41017-3094

859-331-3121
reh@reharchitects.com
www.reharchitects.com

May 4, 2023

VIA USPS

Mr. Jeff Caudill Atlas Demolition Inc. PO Box 360 Harrison, Ohio 45030

Re:

Dayton Independent Schools - Demolition of Property Acquisition

REH #168-1022 / BG# 23-204

Dear Jeff:

Please see the attached for referenced project.

Enclosures:

Three copies of Standard Form of Agreement between Owner and Contractor.

Action Required:

Sign all copies.

2. Return all copies of the Contract to this office for further execution and eventual return of one fully-executed copy to you.

Submissions Required with Contract (each originally signed):

- 1. Three copies of the Performance Bonds and Payment Bonds in accordance with the forms and conditions in the Project Manual, along with the Surety's Power of Attorney. Please be certain that the name and Kentucky address of the Surety's resident agent or Attorney-in-Fact are shown on each bond.
- 2. Three copies of the insurance certificate, naming the Owner as the certificate holder (Dayton Independent Board of Education, 200 Clay Street, Dayton, Kentucky 41074), executed in accordance with the Owner's requirements as set forth in Articles 11, Insurance, of the General Conditions and Supplementary Conditions. Please review this section in its entirety.

Please also submit your Schedule of Values and Construction Schedule

Sincerely,

Ehmet Hayes

EH: jhf

c: Mr. Jay Brewer w/ Unexecuted Agreement (for Owner's legal review and approval prior to execution)
Gary Leist w/ Unexecuted Agreement, Form of Proposal, Bid Tab, published Advertisement for Bids,
Recommended Award, Board approved revised BG-1 to follow.

Kentucky Department of Education Version of MAIA 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 Third in the year Two Thousand Twenty-Three (In words, indicate day, month and year.)

day of May

BETWEEN the Owner:

(Name, legal status, address and other information)
Dayton Independent Board of Education
200 Clay Street
Dayton, Kentucky 41074

and the Contractor:
(Name, legal status, address and other information)
Alpha Demolition, Inc.
PO Box 360
Harrison, Ohio 45030

for the following Project:
(Name, location and detailed description)
Dayton Independent - Demolition of Property Acquisition
Various Locations

REH #168-1022 / BG #23-204

This project consists of the demolition of the property at 300, 304, 306 and 320 Clay Street as well as 782, 778, 768 and 774 3rd Street. Several storage buildings on an additional parking lot will also be removed.

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.

KENTUCKY DEPARTMENT OF

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

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.

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), 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.)

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.

1

§ 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.)

As outlined in the Form of Proposal.

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

(\$ 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

Two Hundred Sixty-One Thousand Dollars

(\$261,000), 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	\$	261,000
Sum of Accepted Alternates	\$	N/A
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates) Sum of Owner's direct Purchase Orders	\$	261,000 N/A
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$	261,000

§ 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.)

None.

Number	Item Description	Amount
		1
	Total of Alternates	

§ 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.)

At outlined in Atlas Demolition Inc.'s Form of Proposal.

Item	Units and Limitations	Price per Unit (\$0.00)
160111	Office and Entitlement	i iloo poi oliit (quiou)

§ 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.)

None.

Item Price

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 ten days for his review and for receipt of the application by the Owner two weeks before the fourth Wednesday of each month. Owner will make payment within twenty (20) days after the application has been appproved 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 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 A201TM—2007, General Conditions of the Contract for Construction KDE Version;
 - 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 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:
 - 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.)

1

.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.

Paragraph 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.)

§ 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)

Mr. Ron Kinmon
Dayton Independent Board of Education
200 Clay Street
Dayton, Kentucky 41074

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

Mr. Jeff Caudill Alpha Demolition, Inc. PO Box 360 Harrison, Ohio 45030 § 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 CONTRACT - Award of this contract is subject to acceptance by the Kentucky Department of Education.

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.
- \S 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.)

See Supplementary Conditions, Pages 1-7.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

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

See Exhibit "A" attached to this Agreement.

Section Title Date Pages

§ 9.1.5 The Drawings:

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

Number

Title

Date

C-300

Demolition Plan

3/29/23

§ 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

4/14/23

Page 1 of 1 + Attachments

Addendum No. 2

4/17/23

Page 1 of 1 + 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 E201TM–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .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
 - B. See E. below.
 - C. Is not applicable.
 - D. Supplementary Instructions to Bidders, Pages 1-5.
 - E. Alpha Demolition Inc.'s Form of Proposal, Pages 1-4, with accompanying Conflict of Interest, Certificate of Corporate Principal, Resident Affidavit and Bid Bond with accompanying Power of Attorney all dated April 25, 2023.

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 at outlined in the Contract Documents.

KDE Version of Perforamance and Payment Bonds, AIA Documents 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.

OWNER (Signature)	CONTRACTOR (Signature)	
Jay Brewer, Superintendent	Jeff Caudill, Vice-President	
(Printed name and title)	(Printed name and title)	SP44-

Init.

EXHIBIT "A"

CONTRACT DOCUMENTS

Instructions to Bidders Sample Instructions to Bidders (AIA A701, 1997) – KDE Version Supplementary Instructions to Bidders	1 – 9 1 – 5
Form of Proposal with Attachments KDE Form of Proposal (2013) Certificate of Corporate Principal Required Affidavit for Bidders Claiming Resident Bidders Status Conflict of Interest Statement Prohibition against Gratuities and Kickbacks Sample Bid Bond (AIA A310, 2010)	1-4 1-1 1-1 1-1 1-1 1-2
Owner-Contractor Agreement and Bonds Sample Owner-Contractor Agreement (AIA A101, 2007) – KDE Version Sample Performance Bond and Payment Bond (AIA 312, 2010) – KDE Version	1 – 10 1 – 7
General and Supplementary Conditions Sample General Conditions (AIA A201, 2007) – KDE Version Supplementary Conditions to General Conditions (AIA A201, 2007) – KDE Version	1 – 41 1 – 7
Certificates of Insurance Sample Acord Certificate of Insurance (25) - 2017 Supplemental Attachment for Acord Certificate of Insurance 25 (AIA G-715, 2017) Supplemental Attachment #2 for Acord Certificate	1 – 1 1 – 2 1 – 1
EFERENCE ONLY – Pre-Demolition Asbestos & Regulated Materials Surveys and Environmental Sampling and Testing	onmenta

FOR RE al

CONTRACT DOCUMENTS

<u>Division 01 – General Requirements</u>

011000	Summary	1 – 5
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012200	Unit Prices	1 – 1
012300	Alternates	1 – 2
012500	Substitution Procedures	1 - 3
012600	Contract Modification Procedures	1 – 3
012900	Payment Procedures	1 – 5
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013300	Submittal Procedures	1 – 11
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014200	References	1 – 2
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Dayton Independent Schools Demolition of Property Acquisition

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Environmental Site Assessments

FOR REFERENCE ONLY – Environmental Site Assessments

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Grant County Schools KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

FORM C	F	PRO	POS	A	E A
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BG No. <u>23-204</u> REH Project No. <u>168-1022</u>
Date:To: Dayton Independent Board of Education
Project Name: Dayton Independent Schools - Demolition of Property Acquisition
City, County: <u>Dayton, Campbell</u>
Name of Contractor: Alpha Demolition Inc.
Mailing Address: PO BOX 360, Harrison, OH 45030
Business Address: 257 Siefferman Road, West Harrison, IN 47060 Telephone: 812-637-4160
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 18,2 (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:
True Hundred Circles and the second
Two Hundred Sixty one thousand Dollars & OO Cents Use Words 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)	Change to Subcontractor not Listed In Base Bid	Change to Manufacturer not Listed In Base Bid
	0 0 0 0 0 0					
,						

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 bld.

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.

	ERANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Abatement	EDG
2.		

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 hour of receipt of Bids.

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)		SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
1.	N	A		
2.				

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 and are further defined in the Instructions to Bidders and Supplementary Instructions to Bidder.

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 receipt of the Bid.

		WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	UNIT (to be filled out by the Contractor)
1.	N	A		

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NENTUCKY DEPARTMENT OF EDUC 702 KAR 4:160	AIION		ORM O	F PROPOSAL		
2.						
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.						
A maximum of 50 POs will be acceptable document.	with each bid. Do not add sc	pplemental sheet	s for add	itional POs to this		
The bidder shall submit the list of Purcha	se Orders within four (4) da	ys of the bld.				
SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER D (to be filled out by the	ESCRIPTION Contractor)	PURCH (to be fille	IASE ORDER AMT. ad out by the Contractor)		
No Direct Purchase Materials						
NA						
COMPLETION OF PROJECT: The Bidder proposes and agrees to substantially complete all Work under this Contract no later than 100 down. To meet this schedule Contractor may have to factor acceleration costs and overtime in his 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 fall 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 fallure 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:

Resident Bidder (As defined in KDE's Instructions to Bidders AIA A701, 1997 - KDE Version () Yes () No

Nicole Caudill

NAME OF CONTRACTOR / BIDDER: Alpha Demolition Inc

AUTHORIZED REPRESENTATIVE'S NAME (signature):

AUTHORIZED REPRESENTATIVE'S TITLE: President

AUTHORIZED REPRESENTATIVE'S NAME (printed): ___

Grant County Schools KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160	FORM OF PROPOSAL
	nes de la companya de la respectación de la companya de la companya de la companya de la companya de la company
AUTHORIZED REPRESENTATIVE'S NAME (printed): Nicole Caudill	
AUTHORIZED REPRESENTATIVE'S TITLE: President	
NOTICE: Bid security must accompany this proposal if the Base Bid price is greater	than of \$100,000.

This form shall not be modified.

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:

- 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 Owner.

Signature

Date

References: KRS 156.480, 0AG 80-32, (Model Procurement Code 45A.455 if Owner is under Model Procurement)

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



Certificate of Corporate Principal (Contractor)

(To be executed if Contractor is a Corporation)

I, <u>Nicole Caulill</u> , certify that I am the <u>ResideN</u> of the organization named as Contractor
herein, that $MUSQQ$. The officer who signed this Agreement on behalf of the Contractor, was
then President 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: Indiana

Corporate Seal:



REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

My commission expires:

01/06/28

LISA WEST

Notary Public, State of Indiana

Dearborn County

SEAL: Commission Number NP0724340

My Commission Expires

LANDARY 08: 2028

[seal of notary]

BID BOND

Travelers Casualty And Surety Company Of America Exton, PA

770 Pennsylvania Ave, Suite 110

(Name, legal status and principal place of business)

Travelers Casualty And Surety Company Of America

1

SURETY:

Exton, PA 19341

CONTRACTOR:

(Name, legal status and address)

Alpha Demolition, Inc. PO Box 360

Harrison, OH 45030

OWNER:

(Name, legal status and address)
Dayton Independent School District

200 Clay Street

Dayton, KY 41074

BOND AMOUNT: One Hundred Percent Of The Total Amount Bid (100%)

PROJECT:

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

Project # 2023-14C4

Dayton Independent Schools, KY Property Acquisition Demolition

Bid Date: April 25, 2023

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.

Signed and sealed this 25th day of April	
	Alpha Deprolition, Inc.
0100 0	(Principal) (Seal)
(Witness) Chelsic Greatha	Micole Caudill, President
2/	Travelers Comulty And Surgey Company Of America
(Witness)	(Surety) Anthony R Painter Attorney-In-Fact
· · · · · · · · · · · · · · · · · · ·	(Title)



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Anthony P. Painter of Coll Livibus their true, and lawful Attorney in Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the required or paragraphs and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the required or paragraphs.

fidelity of persons, guaranteeling the performance of contracts and executing or guaranteeling bonds and undertakings required or permitted in any

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January,







State of Connecticut

City of Hartford ss.

Bv:

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

HOTATIY

This Power of Attorney Is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect; reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Atterneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facelinile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and affecting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facelmile signature or facelmile seal shall be valid and binding upon the Company and any such power so executed and certified by such facelmile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th

day of May

2023







To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Amy Sanders

From:

Deaton, Randy <randy.deaton@boone.kyschools.us>

Sent:

Thursday, May 4, 2023 1:52 PM

To:

Amy Sanders

Cc:

Razor, Dan; 'Robbie Bottoms, PE'; 'Jason Gaines'; 'Michael Warren'

Subject:

RE: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

Amy,

I believe this all looks good. Please move forward with the system installation.

Randy Deaton Network Systems Manager Boone County Schools 859.282.2372

From: Amy Sanders <aesanders@reharchitects.com>

Sent: Tuesday, May 2, 2023 10:45 AM

To: Deaton, Randy <randy.deaton@boone.kyschools.us>

Cc: Razor, Dan <dan.razor@boone.kyschools.us>; 'Robbie Bottoms, PE' <robbie.bottoms@stweng.com>; 'Jason Gaines'

<jason.gaines@stweng.com>; 'Michael Warren' <michael.warren@stweng.com>

Subject: RE: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

EXTERNAL MESSAGE

Randy:

STW has prepared the attached, revised ESI #6R – please take a look and confirm you are in agreement and then I will go ahead and issue to Ashley.

Thank you,

Amy

From: Robbie Bottoms, PE <robbie.bottoms@stweng.com>

Sent: Tuesday, May 2, 2023 9:37 AM

To: Deaton, Randy <<u>randy.deaton@boone.kyschools.us</u>>; Amy Sanders <<u>aesanders@reharchitects.com</u>> **Cc:** Razor, Dan <<u>dan.razor@boone.kyschools.us</u>>; Jason Gaines <<u>jason.gaines@stweng.com</u>>; Michael Warren

<michael.warren@stweng.com>

Subject: RE: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

Got it. Thanks, Randy.

Amy, I will update the ESI and send to you.

Robbie Bottoms, PE

Principal



Shrout Tate Wilson Consulting Engineers

t: (859) 277-8177 | m: (859) 608-7084

e: robbie.bottoms@stweng.com | w: www.stweng.com



From: Deaton, Randy < randy.deaton@boone.kyschools.us>

Sent: Tuesday, May 2, 2023 9:19 AM

To: Robbie Bottoms, PE <<u>robbie.bottoms@stweng.com</u>>; Amy Sanders <<u>aesanders@reharchitects.com</u>> **Cc:** Razor, Dan <<u>dan.razor@boone.kyschools.us</u>>; Jason Gaines <<u>jason.gaines@stweng.com</u>>; Michael Warren

<michael.warren@stweng.com>

Subject: RE: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

Yes, Ehmet had mentioned it as an option at the construction meeting and we had stated that as our preference to stay in line with our other buildings. This should include removing the new ones from the addition as well as any that are in existing rooms, and plate blanks being installed over the openings.

Thanks for following up.

Randy Deaton Network Systems Manager Boone County Schools 859.282.2372

From: Robbie Bottoms, PE <robbie.bottoms@stweng.com>

Sent: Tuesday, May 2, 2023 8:37 AM

To: Deaton, Randy <<u>randy.deaton@boone.kyschools.us</u>>; Amy Sanders <<u>aesanders@reharchitects.com</u>> **Cc:** Razor, Dan <<u>dan.razor@boone.kyschools.us</u>>; Jason Gaines <<u>jason.gaines@stweng.com</u>>; Michael Warren

<michael.warren@stweng.com>

Subject: RE: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

EXTERNAL MESSAGE

Good morning. This was a misunderstanding on my part that we were going to leave the call buttons in the design for this building.

Randy, can you confirm that you don't want the call buttons? I can assume that from your comment below, but I want to be sure before I revise the request. Then, I will remove them from the scope and resend the ESI.

Robbie Bottoms, PE

Principal

Shrout Tate Wilson Consulting Engineers

t: (859) 277-8177 | m: (859) 608-7084

e: robbie.bottoms@stweng.com | w: www.stweng.com



From: Mitchell Deaton < mitchelld@ashleybuilders.com >

Sent: Monday, May 1, 2023 1:50 PM



To: Deaton, Randy < randy.deaton@boone.kyschools.us >; Amy Sanders < aesanders@reharchitects.com >

Cc: Razor, Dan <<u>dan.razor@boone.kyschools.us</u>>; Robbie Bottoms, PE <<u>robbie.bottoms@stweng.com</u>>; Jason Gaines <<u>jason.gaines@stweng.com</u>>; Michael Warren <<u>michael.warren@stweng.com</u>>

Subject: RE: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

STW team,

See note below from Randy Deaton. This seems to a different scope than what is on the ESI. Can you review and verify?

• CS35 Call Stations/Single Gang, oval button to replace all existing call stations and new call stations in existing building. Contractor to field verify all devices prior to quote.

Thank you, Mitchell Deaton

From: Deaton, Randy < randy.deaton@boone.kyschools.us >

Sent: Monday, May 1, 2023 1:36 PM

To: Amy Sanders <aesanders@reharchitects.com>; Mitchell Deaton <mitchelld@ashleybuilders.com>

Cc: Razor, Dan < dan.razor@boone.kyschools.us>

Subject: RE: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

Can you verify the call button installation? I understood that all existing, and newly installed call buttons would be removed and plated with no new buttons to be installed.

Thanks

Randy Deaton Network Systems Manager Boone County Schools 859.282.2372

From: Amy Sanders aesanders@reharchitects.com

Sent: Monday, May 1, 2023 11:09 AM

To: 'Mitchell Deaton' <mitchelld@ashleybuilders.com>

Cc: Razor, Dan < dan.razor@boone.kyschools.us>; Deaton, Randy < randy.deaton@boone.kyschools.us>

Subject: Jones Middle - Add/Ren: Intercom and PA (ESI #6)

EXTERNAL MESSAGE

Mitchell:

Please see attached ESI from STW.

Amy Sanders
Project Coordinator

Robert Ehmet Hayes & Associates, PLLC 2512 Dixie Highway

Fort Mitchell, Kentucky 41017 <u>www.reharchitects.com</u> 859-331-3121

BID TABULATION

ROBERT EHMET HAYES & ASSOCIATES, PLLC

Owner: Dayton Independent Schools

<u>Project</u>: Dayton Independent Schools -Demolition of Property Acquisition (REH Project # 168-1022 / KDE BG# 23-204)

Bid Due Date: Tuesday, April 25, 2023, 10:00 a.m.

Location: 200 Clay Street, Dayton, Kentucky 41074

CONTRACTOR	BASE BID	Completion Date
Alpha Demolition	\$261,000	120 Days
Sehlhorst Equipment Services	\$294,150	8/4/2023
Sunesis Environmental	\$380,000	8/15/2023
OMNI Commercial	\$399,400	8/11/2023
Hosea Project Movers	\$452,500	Not Answered
Green City Demolition	\$485,200	100 Calendar Days
O'Rourke Wrecking Company	\$586,000	9/15/2023









Because community matters.

CONFIRMATION

DAYTON INDEPENDENT SCHOOLS 200 CLAY ST **DAYTON KY 41074-**

PO#

Account CIN-129276

AD# 0005651029 **Net Amount** 179.92

Tax Amount \$0.00

Total Amount

Payment Method

Payment Amount

Amount Due

\$179.92

Invoice

\$0.00

\$179.92

Sales Rep: dlindberg

Order Taker: dlindberg

Order Created

03/30/2023

Product Placement/Classification # Ins Start Date **End Date CIN-EN Kentucky Enquirer** 04/03/2023 04/03/2023 CIN-Public/Legal Notices CIN-EN KY Cincinnati.com CINW-Publi/Legal Notices 1 04/03/2023 04/03/2023

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 03/30/2023

Dayton Independent Schools Demolition of Property Acquisition
ADVERTISEMENT FOR BIDS

Sealed Bids for furnishing all materials, equipment and labor necessary to complete the Project

Dayton Independent Schools **Demolition of Property Acquisition**

300, 304, 306 and 320 Clay Street
768, 774, 778 and 782 3rd Avenue
Dayton, Kentucky 41074
will be received by the Owner, the Dayton Independent Board
of Education, at the Board Office, 200 Clay Street, Dayton, Kentucky 41074 on April 25, 2022 at 10,000 at proposition times tucky 41074 on April 25, 2023 at 10:00 a.m. prevailing time, according to the clock designated by the Owner at bid receipt location. Bids will be publicly opened and read aloud.

With deposit of \$100 for each set, Bidders submitting Bids directly to the Owner may obtain two sets of the Bidding Documents beginning Monday, April 3, 2023, from the office of Robert Ehmet Hayes & Associates, PLLC, Architects, 2512 Dixie Highway, Fort Mitchell, Kentucky, 41017. Checks shall be made payable to Dayton Independent Board of Education.

All Sub-Bidders may view Bidding Documents at the locations listed in the Supplementary Instructions to Bidders or purchase them from ARC (513-326-2300). No Bidding Documents will be

mailed or packaged for pick up.
Bidders must deposit with their Bids security in the amount, form, and subject to, the conditions provided in the Bidding and Contract Documents. Successful Bidder will be required to furnish a Performance Bond and Payment Bond in accordance with the Bidding and Contract Documents.

Pre-bid meeting will be held on Wednesday, April 12, 2023 at 10:00 a.m. at the API Building, 320 Clay Street, Dayton, Kentucky 41074. Attendance is not mandatory, but highly encour-

Dayton Independent Board of Education By: Mr. Jay Brewer, Superintendent

ROBERT EHMET HAYES & ASSOCIATES, PLLC

ARCHITECTS

2512 DIXIE HIGHWAY, FT. MITCHELL, KENTUCKY 41017-3094

859-331-3121 reh@reharchitects.com www.reharchitects.com

April 25, 2023

VIA E-MAIL

Mr. Jay Brewer, Superintendent Dayton Independent Board of Education 200 Clay Street Dayton, Kentucky 41074

Re:

<u>Dayton Independent Schools</u> <u>Demolition of Property Acquisition</u> BG #23-204 / REH# 168-1022

Dear Mr. Brewer:

This office has reviewed the seven Proposals on referenced Projects received by you and opened on April 25, 2023. This review indicates that Alpha Demolition has submitted the lowest and/or best Proposal in the amount of \$261,000.

If you and the Board concur, this project may be awarded to Alpha Demolition in the amount of \$261,000, subject to approval of the Proposal by the Kentucky Department of Education.

We are enclosing a copy of the typed Bid Tabs for your files and presentation to the Board for approval. A copy of the revised BG-1 will follow upon the completion of the Asbestos Abatement Bid Recommendation.

We appreciate the opportunity to work with you and the Board.

Best regards,

Joseph Hay

Enclosures J