



ROBERT EHMET HAYES & ASSOCIATES, PLLC
465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017
859-331-3121

September 24, 2024

VIA USPS

Stephen Torbeck, Consultant
The Motz Group
1 Motz Way
Cincinnati, Ohio 45244

Re: Dayton Independent Schools
Athletic Complex – BP2 - Stadium
BG #23-538 / REH #168-523

Dear Stephen:

This is to confirm that your firm was awarded the contract for referenced Project based on your Bid amount of \$1,150,511 which includes Alternate No. 1 in the amount of \$33,250. You will note that the contract amount will be reduced in the amount of \$531,638 due to direct purchase orders.

This award is made subject to acceptance of the Bids and approval of the Contract by the Kentucky Department of Education.

Enclosures: Three copies of Standard Form of Agreement between Owner and Contractor

Action Required:

1. Sign all copies.
2. Complete Certificate of Corporate Principal.
3. 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 41040), executed in accordance with the Owner's requirements as set forth in Articles 11, Insurance, of the General Conditions and Supplementary Conditions.

Please also submit your Schedule of Values and Construction Schedule.

Best regards,

Joseph Hayes

JAH:jhf

c: Mr. Rick Wolf, w/ Unexecuted Agreement (for Owner's legal review and approval prior to execution)
Gary Leist w/Unexecuted Agreement, Motz's Proposal Exhibit A and Motz's Unit Pricing.

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 Fifth day of September
in the year Two Thousand Twenty Four
(In words, indicate day, month and year.)

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)
The Motz Group
1 Motz Way
Cincinnati, Ohio 45244

for the following Project:
(Name, location and detailed description)
Dayton Ind. Schools - Athletic Complex - BP 2 - Stadium
200 Greendevil Lane, Dayton, KY 41074
REH #168-523 / BG #23-538

This project consists of a new sports field, grandstands, and free-standing buildings with entrance plaza. Civil work to include grading of the entire site, new storm and sanitary piping, and new under drainage system and detention for synthetic sports field. Structural work to include concrete foundations, load bearing masonry, steel structure and pre-engineered metal buildings. Mechanical/Electrical/Plumbing work to include new mechanical, electrical, and plumbing systems.

The Architect:
(Name, legal status, address and other information)
Robert Ehmet Hayes & Associates, PLLC
465 Centre View Boulevard
Crestview Hills, Kentucky 41017

The Owner and Contractor agree as follows.



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

Int.

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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.)

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.

init.

§ 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 Exhibit "A" attached to this Agreement.

Portion of Work	Substantial Completion Date
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, 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

(\$), 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	\$ 1,117,261
Sum of Accepted Alternates	\$ 33,250
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 1,150,511
Sum of Owner's direct Purchase Orders	\$ 531,638
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 618,873

§ 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
2	Provide the Motz Group's annual multi-step deep Motz365 program.	\$32,250
	Total of Alternates	\$33,250

§ 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 The Motz Group's Pricing.

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 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 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 10 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 10 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.)

Init.

- 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.

Payment to Contractor shall be in accordance with 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, KY 41074

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

Stephen Torbeck
The Motz Group
1 Motz Way
Cincinnati, Ohio 45244

init.

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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 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.

§ 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 1-7.

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	2/15/24	Page 1 of 2 +attachments.
Addendum No. 2	2/22/24	Page 1 of 1 +attachments.
Addendum No. 3	2/23/24	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 E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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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
 - B. See E. Below
 - D. Supplementary Instructions to Bidders, Pages 1-5.
 - E. The Motz Group Exhibit A, Pages 1-4 dated September 5, 2024.

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 Documents A312, 2010, to be executed with this Agreement.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
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This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

Rick Wolf, Superintendent

 (Printed name and title)

 CONTRACTOR (Signature)

Zachary M. (90)

 (Printed name and title)

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Dayton High School Stadium and Indoor –
 Subgrade Up on Stadium and Surface Only on Indoor
 Exhibit A
 September 5, 2024

BID ITEM	STADIUM	PRICE
Furnish and install synthetic turf system – Generally described as providing turnkey services including synthetic turf system installation, appropriate infill material, etc...		
Base Bid (86,075sf)	Furnish and install The Motz Group's CrossFlex 46oz 2.25" dual fiber synthetic turf system with rubber/sand infill mixture	\$1,045,587
ALTERNATES		
ALTERNATE 4 Shock Pad	Furnish and install The Motz Group's CrossFlex 41oz 2" dual fiber synthetic turf system over shock attenuation pad, infilled with sand/rubber infill mixture	ADD \$90,333 Not Selected
ALTERNATE 2 Motz365	Provide The Motz Group's annual multi-step deep Motz365 program. Which includes once a year visit for 7 visits throughout the life of the warranty to provide decompaction, vacuuming, contact disinfectant, GMAX testing, and report for owner's files	ADD \$19,250 Selected
Stadium Field Total: \$1,064,837 DOES NOT include prevailing wages or sales tax DOES include co-op discount pricing and payment and performance bond		

SCOPE OF WORK

BASE CONSTRUCTION: Stadium Field Only

- Receive site at prepared subgrade
 - Subgrade to be received with no deviations greater than 1/4" in any 10' direction
 - Motz to witness passing proof roll
- Furnish and install 200LF of 12" main collector drainage pipe
 - Trenches to be 2'x4.5'
 - Trench spoils to be hauled off-site
- Furnish and install 4,400LF of 4" lateral drainage pipe
- Furnish and install geotextile fabric over subgrade



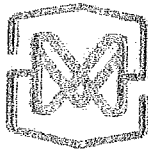
- Furnish and install standard nailer board on existing concrete curbing (curbing by others)
- Furnish and install 15" of washed #57 limestone base stone
- Furnish and install 2" of washed #9 limestone finishing stone

TURF INSTALLATION:

- Furnish and install Motz synthetic turf system selected
- Secure all 15' wide panels of turf by state-of-the-art seaming methods while also using adhesives on inlays to ensure maximum bonding
- Furnish and install field markings as shown on Concept PF 1.13
- Furnish and install two (2) goal posts with 6' off-sets and 20' uprights, goal post pads, and (2) soccer goals with corner kick flags and sand bags

MAINTENANCE & WARRANTY

- Provide owner's manuals **AND** training by The Motz Group and our Motz Group employed technicians
- Provide The Motz Group's industry leading Cover 3™ Warranty which covers surface materials, base materials and planarity, and workmanship eight (8) years.
 - 24-hour response time to play critical areas (48-hr to all others)
 - Any time training on care of field and maintenance



MOTZ

Indoor Turf Surface Pricing

BID ITEM	INDOOR	PRICE
Furnish and install synthetic turf system – Generally described as providing turnkey services including synthetic turf system installation, appropriate infill material, etc...		
Base Bid (8,100sf)	Furnish and install The Motz Group's CrossFlex 46oz 2.25" dual fiber synthetic turf system with rubber/sand infill mixture	\$71,674
ALTERNATES		
ALTERNATE 1 Shock Pad	Furnish and install The Motz Group's CrossFlex 41oz 2" dual fiber synthetic turf system over shock attenuation pad, infilled with sand/rubber infill mixture	ADD \$12,132 Not Selected
ALTERNATE 2 Motz365	Provide The Motz Group's annual multi-step deep Motz365 program. Which includes once a year visit for 7 visits throughout the life of the warranty to provide decompaction, vacuuming, contact disinfectant, GMAX testing, and report for owner's files	ADD \$14,000 Selected
ALTERNATE 3 Gridiron	Add gridiron markings	ADD \$1,000 Not Selected
ALTERNATE 4 EPDM	Furnish black EPDM in lieu of standard rubber	ADD \$11,000 Not Selected
Indoor Total: \$85,674 DOES NOT include prevailing wages or sales tax DOES include co-op discount pricing and payment and performance bond		

SCOPE OF WORK

TURF INSTALLATION:

- Receive site at finished stone/concrete elevation – clean and free of obstructions or debris
- Furnish and install Motz synthetic turf system selected
- Secure all 15' wide panels of turf by state-of-the-art seaming methods while also using adhesives on inlays to ensure maximum bonding
- Furnish and install field markings if selected

MAINTENANCE & WARRANTY



- Provide owner's manuals AND training by The Motz Group and our Motz Group employed technicians
- Provide The Motz Group's industry leading Cover 3™ Warranty which covers surface materials and workmanship three (3) years.
 - 24-hour response time to play critical areas (48-hr to all others)
 - Any time training on care of field and maintenance

ASSUMPTIONS

- One mobilization to site
- Site access and security by others
- Does not include prevailing wages and/or union affiliations
- Does include taxes and payment and performance bond
- Does not include permits, fees, licenses, or engineering (including stamped drawings) costs associated with permitting or design of site or stormwater management requirements
- Does not include relocating, replacing, repairing, supplying, or reconnecting any existing or proposed utilities including but not limited to; water, electric, sanitary, cable, fiber optic, gas, etc.... that is not specifically called out above
- Does not include additional field markings, lettering, logos, mow pattern appearance, sports equipment, maintenance equipment, etc.... that is not specifically called out above
- Does not include any site restoration around edges of facility or field footprint, including but not limited to topsoil, sod, seed, straw, etc. unless called out above
- Direct purchase orders will need to be made by the owner on synthetic turf, rubber, and glue to save on sales tax
- Pricing is budgetary and good for 30 days from 8.22.2024

Exhibit “B”

BIDDING DOCUMENTS

Advertisement for Bids

1 – 1

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
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General and Supplementary Conditions

Sample General Conditions (AIA A201, 2007) – KDE Version
 Supplementary Conditions to General Conditions (AIA A201, 2007) – KDE Version

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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

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FOR REFERENCE ONLY – Geotechnical Exploration – Dayton High School Athletics Improvements

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Dayton Independent Schools – Athletic Complex
 Bid Package 2: Stadium

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BG# 23-538 Date Submitted 2024-09-27
 District Code 147 District Name Dayton Independent
 School Code 010 Facility Name Dayton High School

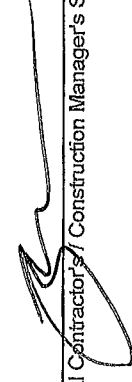
Delivery Method: GC GESC CM
 PO Certification Statement Phase: Initial Statement Final Statement
 Change Order Stmt.

Contractor Name	PO Number	Bid. Pack. #	Specification Section No.	Purchase Order Description	Vendor Name	Initial PO Amount	Change Order Amount To Date	Reason For Change	Final PO Amount	
The Motz Group	1	2	321293.10	Synthetic Turf and Adhesive	Shaw Integrated and Turf Solutions	\$221,559			221,559.34	
The Motz Group	2	2	321293.10	Rubber Infill	Genan	\$65,905			65,905.00	
The Motz Group	3	2	116800	Athletic Equipment	Sportsfield Specialties	\$26,636			26,636.60	
The Motz Group	4	2	321293.10	Drainage Pipe	Advanced Drainage System	\$19,186			19,186.11	
The Motz Group	5	2	321293.10	Gravel	Hilltop	\$198,352			198,352.20	
						Initial PO Total	\$ 531,638.25		Final PO Total	\$ 531,638.25

All signatures below are required based upon the appropriate PO certification statement phase. (Initial / Final)

Initial Certification Statement
 To the best of my knowledge, I certify that all materials listed within this document will be purchased in accordance with 103 KAR 26:070 and 702 KAR 4:160.

Final Certification Statement
 To the best of my knowledge, I certify that all materials listed within this document have been purchased in accordance with 103 KAR 26:070 and 702 KAR 4:160.

Owner's Signature _____ Date _____
 General Contractor's / Construction Manager's Sigr  Date 9/30/24
 Architect's Signature _____ Date _____

Owner's Signature _____ Date _____
 General Contractor's / Construction Manager's Signature _____ Date _____
 Architect's Signature _____ Date _____