

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

BETWEEN the Owner:
(Name, legal status, address and other information)
Fort Thomas Independent Board of Education
28 North Fort Thomas Avenue
Fort Thomas, Kentucky 41075

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)
Tower Park Athletic Complex - Phase 2 Renovations
Army Reserve Road, Fort Thomas, Kentucky 41074

REH #334-822 / BG #23-523

Furnish and install synthetic turf system at Tower Park Stadium (field and indoor facility).

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.



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.

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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.

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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.)

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 Hundred Fifty-Nine Thousand Five Hundred Fifty-Four Dollars and Two Cents
(\$ 459,554.02), 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 | \$ 694,724 |
| Sum of Accepted Alternates | \$ 177,767 |
| Total Construction Cost (the sum of base bid amount plus sum of accepted alternates) | \$ 872,491 |
| Sum of Owner's direct Purchase Orders | \$ 412,936.98 |
| Contract Sum (total construction cost less Owner direct Purchase Orders) | \$ 459,554.02 |

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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 | Shock pad | 144,317 |
| Alternate No. 2 | Motz 365 annual program | 10,000 |
| Alternate No. 3 | St. Elizabeth logo | 9,650 |
| Alternate No. 4 | OrthoCincy logo | 9,500 |
| Alternate No. 5 | Football markings | 4,300 |
| | | |
| | | |
| | | |
| | Total of Alternates | 177,767 |

§ 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) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 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 receipt and review of the application for payment by the Owner by the first Monday of each month. Owner will make payment within twenty days of the Contractor's application has been approved by the Owner and release of payment 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 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 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:

- .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.

Payment to the Contractor shall be in accordance with the General, Supplementary and other Conditions of the Contract, and Section 017900 "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.)

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

Mr. Jerry Wissman, Director of Operations
Fort Thomas Independent Schools
28 North Fort Thomas Avenue
Fort Thomas, Kentucky 41075

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

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

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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, Page 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 |
|---------|-------|------|-------|
|---------|-------|------|-------|

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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 'B' attached to this Agreement

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 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 | April 26, 2024 | Page 1 of 2 + attachments |
| Addendum No. 2 | May 1, 2024 | Page 1 of 2 + attachments |
| Addendum No. 3 | May 3, 2024 | Page 1 of 3 + attachments |
| Addendum No. 4 | May 6, 2024 | Page 1 of 2 + attachments |
| Addendum No. 5 | May 8, 2024 | Page 1 of 2 + attachments |
| Addendum No. 6 | May 10, 2024 | 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
- B. See E below.
- C. Is not applicable
- D. Supplementary Instructions to Bidders, Pages 1 - 6
- E. The Motz Group's Proposal, Pages 1 through 3, dated September 6, 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 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.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

 (90)

(Printed name and title)

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Fort Thomas Independent Schools
Tower Park Athletic Complex
Phase 2: Renovations

EXHIBIT 'A'

Division 02 – Existing Conditions

| | | |
|--------|--------------------------------|-------|
| 024119 | Selective Structure Demolition | 1 – 5 |
|--------|--------------------------------|-------|

Division 03 – Concrete

| | | |
|--------|------------------------|--------|
| 033000 | Cast-in-Place Concrete | 1 – 17 |
|--------|------------------------|--------|

Division 04 – Masonry

| | | |
|--------|---|--------|
| 042000 | Unit Masonry | 1 – 14 |
| 047200 | Cast Stone Masonry | 1 – 7 |
| 047313 | Calcium Silicate Manufactured Stone Masonry | 1 – 5 |

Division 05 – Metals

| | | |
|--------|---------------------------|-------|
| 051200 | Structural Steel Framing | 1 – 8 |
| 053100 | Steel Decking | 1 – 5 |
| 054000 | Cold-Formed Metal Framing | 1 – 7 |
| 055000 | Metal Fabrications | 1 – 8 |
| 055213 | Pipe and Tube Railings | 1 – 5 |

Division 06 – Woods, Plastics, and Composites

| | | |
|--------|---|-------|
| 061000 | Rough Carpentry | 1 – 5 |
| 061600 | Sheathing | 1 – 5 |
| 064116 | Plastic-Laminate-Faced Architectural Cabinets | 1 – 7 |
| 064117 | Plastic-Laminate-Clad Countertops | 1 – 4 |

Division 07 – Thermal and Moisture Protection

| | | |
|--------|--|-------|
| 071900 | Water Repellants | 1 – 4 |
| 072100 | Thermal Insulation | 1 – 4 |
| 073113 | Asphalt Shingles | 1 – 6 |
| 074213 | Metal Wall Panels | 1 – 9 |
| 074293 | Soffit Panels | 1 – 7 |
| 075323 | EPDM Roofing | 1 – 8 |
| 076200 | Sheet Metal Flashing and Trim | 1 – 8 |
| 078100 | Spray-Applied Fire Resistive Materials | 1 – 8 |
| 079200 | Joint Sealants | 1 – 6 |

Division 08 – Openings

| | | |
|-----------|-------------------------------|--------|
| 081113 | Hollow Metal Doors and Frames | 1 – 8 |
| 083113 | Access Doors and Frames | 1 – 3 |
| 083313 | Coiling Counter Doors | 1 – 4 |
| 085123.33 | Metal Transom Panels | 1 – 3 |
| 085113 | Aluminum Windows | 1 – 6 |
| 087100 | Door Hardware | 1 – 32 |
| 088000 | Glazing (via Addendum) | 1 – 9 |

Division 09 – Finishes

Fort Thomas Independent Schools
Tower Park Athletic Complex
Phase 2: Renovations

| | | |
|--------|--------------------------------|-------|
| 092216 | Non-Structural Metal Framing | 1 – 5 |
| 092900 | Gypsum Board | 1 – 6 |
| 095000 | Acoustical Ceilings | 1 – 6 |
| 095446 | Fabric-Wrapped Ceiling Panels | 1 – 4 |
| 096513 | Resilient Base and Accessories | 1 – 5 |
| 096516 | Resilient Sheet Flooring | 1 – 4 |
| 096723 | Resinous Flooring | 1 – 8 |
| 099100 | Painting | 1 – 7 |

Division 10 – Specialties

| | | |
|-----------|---------------------------------------|-------|
| 101100 | Visual Display Surfaces | 1 – 6 |
| 101419 | Dimensional Letter Signage | 1 – 6 |
| 101423.16 | Room-Identification Panel Signage | 1 – 4 |
| 102113.19 | Plastic Toilet Compartments | 1 – 5 |
| 102800 | Toilet, Bath, and Laundry Accessories | 1 – 5 |
| 104413 | Fire Extinguisher Cabinets | 1 – 4 |
| 104416 | Fire Extinguishers | 1 – 3 |
| 105113 | Metal Athletic Sport Lockers | 1 – 4 |
| 107500 | Flagpoles | 1 – 5 |

Division 11 – Equipment

| | | |
|--------|-------------------------------------|-------|
| 116623 | Gymnasium Equipment | 1 – 5 |
| 116800 | Playground Equipment and Structures | 1 – 3 |

Division 13 – Special Construction

| | | |
|--------|-------------|-------|
| 131250 | Grandstands | 1 – 6 |
|--------|-------------|-------|

Division 31 – Earthwork

| | | |
|--------|-----------------------------------|-------|
| 311000 | Site Clearing | 1 – 3 |
| 312000 | Earth Moving (via Addendum) | 1 – 9 |
| 316329 | Drilled Concrete Piers and Shafts | 1 – 9 |

Division 32 – Exterior Improvements

| | | |
|--------|--|--------|
| 321216 | Asphalt Paving | 1 – 7 |
| 321313 | Concrete Paving | 1 – 10 |
| 321373 | Concrete Paving Joint Sealants | 1 – 4 |
| 321500 | Running Track Surface | 1 – 3 |
| 323113 | Chain Link Fences and Gates | 1 – 6 |
| 323119 | Decorative Metal Fences and Gates (via Addendum) | 1 – 5 |
| 323223 | Segmental Retaining Walls | 1 – 5 |
| 329219 | Seeding (via Addendum) | 1 – 6 |

Division 33 – Utilities

| | | |
|--------|-------------------------------|-------|
| 334100 | Storm Utility Drainage Piping | 1 – 4 |
|--------|-------------------------------|-------|

Division 21 - Fire Suppression

Fort Thomas Independent Schools
Tower Park Athletic Complex
Phase 2: Renovations

| | | |
|--------|--|--------|
| 210100 | Operation and Maintenance of Fire Suppression Systems | 1 – 3 |
| 210500 | Common Work Results for Fire-Suppression | 1 – 8 |
| 210503 | Submittals for Fire-Suppression | 1 – 5 |
| 210553 | Identification for Fire-Suppression Piping and Equipment | 1 – 4 |
| 211313 | Wet-Pipe Sprinkler Systems | 1 – 12 |

Division 22 - Plumbing

| | | |
|-----------|--|--------|
| 220170 | Operation and Maintenance of Plumbing Systems | 1 – 3 |
| 220501 | Common Work Results for Plumbing | 1 – 9 |
| 220503 | Submittals for Plumbing | 1 – 11 |
| 220505 | Existing Conditions and Demolition | 1 – 4 |
| 220513 | Common Motor Requirements for Plumbing | 1 – 2 |
| 220516 | Expansion Fittings and Loops for Plumbing Piping | 1 – 4 |
| 220517 | Sleeves and Sleeves Seals for Plumbing Piping | 1 – 4 |
| 220518 | Escutcheons for Plumbing Piping | 1 – 2 |
| 220519 | Meters and Gages for Plumbing Piping | 1 – 3 |
| 220523 | General-Duty Valves for Plumbing Piping | 1 – 5 |
| 220529 | Hangers and Supports for Plumbing Piping and Equipment | 1 – 9 |
| 220553 | Identification for Plumbing Piping and Equipment | 1 – 3 |
| 220593 | Testing, Adjusting and Balancing for Plumbing Systems | 1 – 9 |
| 220719 | Plumbing Systems Insulation | 1 – 14 |
| 221116 | Domestic Water Piping | 1 – 9 |
| 221119 | Domestic Water Piping Specialties | 1 – 7 |
| 221123 | Domestic Water Pumps | 1 – 3 |
| 221316 | Drain, Waste, and Vent Piping | 1 – 7 |
| 221319 | Sanitary Waste Piping Specialties | 1 – 6 |
| 221319.13 | Sanitary Waste Interceptors | 1 – 2 |
| 221423 | Storm Drainage Piping Specialties | 1 – 4 |
| 223001 | Thermostatic Mixing Valves | 1 – 1 |
| 223300 | Electric, Domestic-Water Heaters | 1 – 4 |
| 224000 | Plumbing Fixtures | 1 – 7 |

Division 23 - Heating Ventilating and Air Conditioning

| | | |
|--------|--|--------|
| 230170 | Operation and Maintenance of HVAC Systems | 1 – 4 |
| 230501 | Common Requirements for HVAC | 1 – 8 |
| 230503 | Submittals for HVAC | 1 – 5 |
| 230505 | Existing Conditions and Demolition | 1 – 5 |
| 230513 | Common Motor Requirements for HVAC | 1 – 2 |
| 230529 | Hangers and Supports for HVAC Piping and Equipment | 1 – 8 |
| 230548 | Vibration Controls for HVAC Piping and Equipment | 1 – 3 |
| 230553 | Identification for HVAC Piping and Equipment | 1 – 4 |
| 230593 | Testing, Adjusting and Balancing for HVAC | 1 – 4 |
| 230595 | HVAC Alternates | 1 – 1 |
| 230713 | Duct Insulation | 1 – 4 |
| 230716 | HVAC Equipment Insulation | 1 – 5 |
| 230719 | HVAC Piping Insulation | 1 – 8 |
| 230900 | Building Automation Systems | 1 – 31 |
| 230900 | Stand Alone HVAC Controls | 1 – 11 |
| 230993 | Sequence of Operations for HVAC Controls | 1 – 3 |
| 232113 | Air-Conditioning Condensate Piping | 1 – 3 |
| 232300 | Refrigerant Piping | 1 – 5 |
| 233113 | Metal Ducts | 1 – 9 |
| 233300 | Air Duct Accessories | 1 – 7 |

Fort Thomas Independent Schools
Tower Park Athletic Complex
Phase 2: Renovations

| | | |
|--------|--|--------|
| 233416 | Centrifugal HVAC Fans | 1 – 4 |
| 233423 | HVAC Power Ventilators | 1 – 3 |
| 233600 | Air Terminal Units | 1 – 3 |
| 233713 | Diffusers, Registers and Louvers | 1 – 2 |
| 237219 | Fixed Plate Air To Air Energy Recovery Equipment | 1 – 4 |
| 238126 | Variable Refrigerant Volume Systems | 1 – 14 |
| 238129 | Ductless Split System Air Conditioning Units | 1 – 6 |
| 238143 | Air Source Unitary Heat Pumps | 1 – 3 |
| 238219 | Fan Coil Units | 1 – 3 |
| 238239 | Unit Heaters | 1 – 3 |

Division 26 - Electrical

| | | |
|-----------|--|--------|
| 260100 | Operation and Maintenance of Electrical Systems | 1 – 3 |
| 260501 | Common Requirements for Electric | 1 – 10 |
| 260502 | Common Electric Materials and Methods | 1 – 3 |
| 260503 | Submittals for Electrical Systems | 1 – 5 |
| 260519 | Low-Voltage Electrical Power Conductors and Cables | 1 – 4 |
| 260526 | Grounding and Bonding for Electrical Systems | 1 – 6 |
| 260529 | Hangers and Supports for Electrical Systems | 1 – 8 |
| 260533 | Raceways and Boxes for Electrical Systems | 1 – 17 |
| 260543 | Underground Ducts and Raceways for Electrical Systems | 1 – 5 |
| 260553 | Identification for Electrical Systems | 1 – 8 |
| 260584 | Mechanical Equipment | 1 – 4 |
| 260590 | Electrical Specialties | 1 – 1 |
| 260800 | Commissioning of Electrical Systems | 1 – 2 |
| 260919 | Enclosed Contactors | 1 – 2 |
| 260923 | Local Lighting Controls | 1 – 4 |
| 262116 | Low-Voltage Underground Electrical Service Entrance | 1 – 2 |
| 262200 | Low-Voltage Transformers | 1 – 3 |
| 262416 | Panelboards | 1 – 4 |
| 262713 | Electricity Metering | 1 – 2 |
| 262726 | Wiring Devices | 1 – 6 |
| 262813 | Fuses | 1 – 2 |
| 262816.16 | Enclosed Switches | 1 – 2 |
| 264113 | Lightning Protection for Structures | 1 – 5 |
| 264313 | Surge Protection for Low-Voltage Electrical Power Circuits | 1 – 6 |
| 265100 | Lighting | 1 – 7 |
| 265668 | Exterior Athletic Lighting | 1 – 15 |

Division 27 - Communications

| | | |
|--------|---|--------|
| 270001 | General Requirements for Communications | 1 – 10 |
| 270002 | Quality Assurance for Communications | 1 – 3 |
| 270100 | Operation and Maintenance of Communications | 1 – 3 |
| 270501 | Basic Materials and Methods for Communication | 1 – 8 |
| 270503 | Submittals for Communications | 1 – 11 |
| 270513 | Communication Service Entrance | 1 – 4 |
| 270526 | Grounding and Bonding for Communications | 1 – 6 |
| 270528 | Pathways for Communications | 1 – 15 |
| 270543 | Underground Ducts and Raceways for Communications | 1 – 10 |
| 270550 | Firestopping for Communications | 1 – 8 |
| 270553 | Identification for Communications | 1 – 7 |
| 270810 | Verification Testing of Structured Cabling | 1 – 15 |
| 271110 | Wall Linings for Communication Rooms | 1 – 3 |

Fort Thomas Independent Schools
Tower Park Athletic Complex
Phase 2: Renovations

EXHIBIT 'B'

TS TITLE SHEET

GEOTECHNICAL

| | |
|-----|--|
| 101 | TITLE SHEET |
| 102 | SITE PLAN |
| 103 | WALL A PLAN PROFILE |
| 104 | WALL A PLAN PROFILE |
| 105 | WALL B PLAN PROFILE |
| 106 | WALL C PLAN PROFILE |
| 107 | WALL D PLAN PROFILE |
| 108 | WALL D PLAN PROFILE (INSTALLED UNDER PHASE 1 & NIC) |
| 109 | SOLIDER PILE & LAGGING WALL DETAILS |
| 110 | DRILLED SHAFT, WALL & UNDERDRAIN DETAILS |
| 111 | WALL A DRILLED SHAFT & SOLDIER PILE SCHEDULE |
| 112 | WALL B DRILLED SHAFT & SOLDIER PILE SCHEDULE |
| 113 | WALL C DRILLED SHAFT & SOLDIER PILE SCHEDULE |
| 114 | WALL D DRILLED SHAFT & SOLDIER PILE SCHEDULE (INSTALLED UNDER PHASE 1 & NIC) |
| 115 | GENERAL NOTES |

CIVIL

| | |
|-------|---|
| C-001 | GENERAL NOTES |
| C-100 | OVERALL EXISTING CONDITIONS PLAN |
| C-101 | SITE DEMOLITION PLAN |
| C-200 | LAYOUT SIGNAGE & STRIPING PLAN |
| C-300 | OVERALL GRADING PLAN |
| C-301 | DETAILED GRADING PLAN - PARKING |
| C-302 | DETAILED GRADING PLAN - BUILDING |
| C-303 | DETAILED GRADING PLAN - SERGEANT AVE |
| C-310 | EROSION CONTROL PLAN |
| C-311 | GRADING & EROSION CONTROL DETAILS |
| C-312 | RETAINING WALL PLAN & PROFILE C |
| C-313 | RETAINING WALL PLAN & PROFILE E |
| C-320 | EROSION CONTROL PLAN |
| C-400 | OVERALL UTILITY PLAN |
| C-401 | DETAILED UTILITY PLAN - BUILDING |
| C-402 | STORM WATER UNDERGROUND DETENTION PLAN |
| C-410 | ONSITE PUBLIC SANITARY SEWER - PLAN & PROFILE |
| C-420 | STORM SEWER PROFILES |
| C-430 | WATER SERVICE LINE PLAN & PROFILES |
| C-431 | WATER SERVICE DETAILS |
| C-440 | DRY UTILITY PLAN |
| C-500 | EROSION CONTROL DETAILS |
| C-501 | PUBLIC SANITARY SEWER DETAILS |
| C-502 | STORM SEWER & PRIVATE SANITARY SEWER DETAILS |
| C-503 | STORM WATER DETENTION WATER QUALITY DETAILS |
| C-504 | WATER SERVICE LINE DETAILS |
| C-505 | DRY UTILITY DETAILS |
| C-506 | PAVEMENT & LAYOUT DETAILS |
| C-507 | LAYOUT DETAILS |

ARCHITECTURAL

| | |
|---|--|
| 1 | ARCHITECTURAL SITE PLAN |
| 2 | FLOOR PLAN, ROOF PLAN AND SCHEDULES |
| 3 | BUILDING ELEVATIONS AND REFLECTED CEILING PLAN |
| 4 | BUILDING SECTIONS |
| 5 | WALL SECTIONS |
| 6 | BUILDING AND WALL SECTIONS |
| 7 | TRACK & FIELD EVENT DETAILS |
| 8 | REFEREE BUILDING & ENLARGED RESTROOM PLANS |

STRUCTURAL

| | |
|------|------------------------------|
| S1.0 | FOUNDATION PLAN |
| S2.0 | FRAMING PLANS & LINTEL PLAN |
| S3.0 | FOUNDATION & FRAMING DETAILS |
| S3.1 | BRACED FRAME ELEVATIONS |

ELECTRICAL

| | |
|--------|------------------------------------|
| E0-001 | ELECTRIC COVER SHEET |
| E0-002 | ELECTRIC DETAILS |
| E0-101 | ELECTRIC SITE DEMO PLAN |
| E0-102 | ELECTRIC SITE PLAN |
| E1-101 | ELECTRIC REFEREE BUILDING |
| E2-101 | ELECTRIC FIRE ALARM PLAN |
| E3-101 | ELECTRIC LIGHTING PLAN |
| E3-102 | ELECTRIC LIGHTING COMCHECK |
| E4-101 | ELECTRIC POWER PLAN |
| E4-001 | ELECTRIC POWER SINGLE LINE DIAGRAM |
| E4-004 | ELECTRIC POWER PANEL SCHEDULES |

FIRE PROTECTION

| | |
|--------|---|
| F0-001 | FIRE PROTECTION COVER SHEET |
| F3-101 | FIRE PROTECTION LEVEL 1 PLAN - MAIN COMPLEX |

MECHANICAL

| | |
|--------|----------------------------------|
| M0-001 | MECHANICAL COVER SHEET |
| M1-101 | MECHANICAL ZONING PLAN |
| M3-101 | MECHANICAL DUCTWORK LEVEL 1 PLAN |
| M3-102 | MECHANICAL DUCTWORK ROOF PLAN |
| M4-101 | MECHANICAL PIPING LEVEL 1 PLAN |
| M4-102 | MECHANICAL PIPING ROOF PLAN |
| M4-103 | MECHANICAL PIPING LEVEL 1 PLAN |
| M6-501 | MECHANICAL DETAILS |
| M6-502 | MECHANICAL DETAILS |
| M6-503 | MECHANICAL SEQUENCES |
| M6-504 | MECHANICAL SEQUENCES 2 |
| M6-505 | MECHANICAL SEQUENCES 3 |
| M6-506 | MECHANICAL SEQUENCES 4 |
| M6-507 | MECHANICAL SEQUENCES |
| M6-601 | MECHANICAL SCHEDULES |
| M9-001 | MECHANICAL ENERGY COMPLIANCE |
| M9-002 | MECHANICAL ENERGY COMPLIANCE |

PLUMBING

| | |
|--------|---|
| P0-001 | PLUMBING COVER SHEET |
| P0-110 | PLUMBING SITE PLAN |
| P1-101 | PLUMBING DEMOLITION PLAN |
| P2-101 | PLUMBING UNDERGROUND LEVEL 1 PLAN MAIN |
| P3-101 | PLUMBING ABOVE GROUND LEVEL 1 PLAN MAIN |
| P3-102 | PLUMBING ROOF PLAN |
| P7-401 | PLUMBING ENLARGED PLANS |
| P7-402 | PLUMBING ENLARGED PLANS |
| P7-501 | PLUMBING DETAILS |
| P7-601 | PLUMBING SCHEDULES |
| P7-601 | PLUMBING ISOMETRIC |
| P7-602 | PLUMBING ISOMETRIC |
| P7-603 | PLUMBING ISOMETRIC |
| P7-604 | PLUMBING ISOMETRIC |
| P7-605 | PLUMBING ISOMETRIC |
| P7-606 | PLUMBING ISOMETRIC |
| P7-607 | PLUMBING ISOMETRIC |
| P7-608 | PLUMBING ISOMETRIC |

TECHNOLOGY

| | |
|--------|------------------------------|
| T0-001 | TECHNOLOGY COVER SHEET |
| T0-101 | TECHNOLOGY SITE PLAN |
| T3-101 | TECHNOLOGY LEVEL 1 PLAN MAIN |
| T3-102 | TECHNOLOGY ROOF PLAN |
| T5-401 | TECHNOLOGY ENLARGED PLAN |
| T5-501 | TECHNOLOGY DETAILS |
| T5-601 | TECHNOLOGY SCHEDULES |
| T5-602 | TECHNOLOGY DIAGRAMS |
| T5-603 | TECHNOLOGY DIAGRAMS |
| T5-604 | TECHNOLOGY DIAGRAMS |



MOTZ

Ft. Thomas Schools
Tower Park Stadium Renovations and Indoor Facility
Exhibit A
September 6, 2024

Synthetic Turf Surface Pricing

| BID ITEM | DESCRIPTION | PRICE |
|---|---|---|
| Furnish and install synthetic turf system – Generally described as providing turnkey services including synthetic turf system installation, appropriate infill material, etc... | | |
| Stadium Field Dual Fiber (106,400sf) | Furnish and install The Motz Group's CrossFlex 46oz 2.25" dual fiber synthetic turf system with rubber/sand infill mixture | \$624,496 |
| Indoor Facility (5,250sf) | Furnish and install The Motz Group's Elevate 48 synthetic turf system over a 20mm shock pad, with Envirofill infill system | \$70,228 |
| ALTERNATES | | |
| ALTERNATE 1 Shock Pad | Furnish and install a 20mm shock attenuation pad under selected synthetic turf system | ADD \$144,317 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 \$10,000 Selected |
| ALTERNATE 3 | Furnish and install 10' tall, 5 color St. Elizabeth's logo | ADD \$9,650 Selected |
| ALTERNATE 4 | Furnish and install 10' tall, 3 color OrthoCincy logo | ADD \$9,500 Selected |
| ALTERNATE 5 | Furnish and install football markings on indoor as shown in concept PF 1.1 | ADD \$4,300 Selected |
| Contract Total: \$872,491 DOES NOT include prevailing wages DOES include co-op discount pricing and payment and performance bond | | |



SCOPE OF WORK

TURF INSTALLATION: Stadium Field

- Receive site at finish stone elevation
- 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 in compliance with NFHS and selected concept
- Furnish and install rubber and sand infill material to proper depths to maximize safety and playability
- Furnish and install one (1) set of standard high school soccer goals with corner kick flags and sand bags anchors

TURF INSTALLATION: Indoor Facility

- Receive site with smooth/clean concrete surfacing
- Furnish and install Schmitz ProPlay20 underlayment pad
- Furnish and install Elevate 48 synthetic turf system
- Furnish and install Envirofill infill material to proper depths
- Furnish and install transition strips by (5) field entrances

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 eight (8) years on the stadium surface.
 - 24-hour response time to play critical areas (48-hr to all others)
 - Any time training on care of field and maintenance



MOTZ

ASSUMPTIONS

- One mobilization to site
- Site access and security by others
- Does not include taxes
- Does not include prevailing wages and/or union affiliations
- 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
- Does not include perimeter concrete curbing/flatwork, drainage, base/finish stone, laser grading, inlays/lettering/logos for the Indoor field
- Assumes the Indoor project would be in conjunction with the Tower Park Renovation project and would go under one contract. If separate contracts are required, pricing will need to be updated to the Indoor to separate the two projects
- Pricing is budgetary and good for 30 days from 9.6.2024

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JAN 10 2025

Robert Ehmet Hayes & Assoc.