

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 March
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)
Graybach, LLC
2416 Central Parkway
Cincinnati, Ohio 45214

for the following Project:
(Name, location and detailed description)
Dayton Ind. Schools - Athletic Complex - BP 2 - Stadium
200 Greendevil Lane, Dayton, Kentucky 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, KY 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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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 September 1, 2025 () 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

(\$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 Eight Million Six Hundred Nineteen Thousand Eight Hundred Thirty Dollars (\$8,619,830), 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	\$ 10,534,562
Sum of Accepted Alternates	\$ 175,000
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 10,709,562
Sum of Owner's direct Purchase Orders	\$ (2,089,732)
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 8,619,830

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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
1	High School Parking Lot & Existing Lincoln Elementary	\$110,000
	Parking Seal Coat	
2	KYTC Right-Of-Way Scope	\$65,000
3	Exterior Billboard Signage	\$0
	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.)

As outlined in Graybach LLC's Form of Proposal.

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

None.

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 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.

Paragraph 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, Kentucky 41074

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

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

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

§ 8.6 Other provisions:

AWARD OF 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.)

See 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 "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
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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	2/16/24	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. Graybach's Form of Proposal, Pages 1-8, with accompanying Conflict of Interest, Certificate of Corporate Principal, Resident Affidavit and Bid Bond with accompanying Power of Attorney all dated February 29th, 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)

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

OWNER (Signature)

Jay Brewer, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

Pete Subach, Member

(Printed name and title)

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BG No. 23-538 REH Project No. 168-523

Date: February 29, 2024 To: Dayton Independent Board of Education

Project Name: Dayton Independent Schools – Athletic Complex - Bld Package 2: Stadium

City, County: Dayton, Campbell

Name of Contractor: Graybach, LLC

Mailing Address: 2416 Central Parkway Cincinnati, OH 45214

Business Address: same above Telephone: (513) 381-4868

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

Addendum 1,2,3 (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:

High Bid
CSV 10,534,542 Use Figures
Ten Million Five Hundred Thousand Five Hundred Sixty Two Dollars & zero 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
1	High School Parking Lot and Existing Lincoln Elementary Parking Seal Coat	110,000		<input type="checkbox"/>		
2	KYTC Right-Of-Way Scope	65,000		<input type="checkbox"/>		
3	Exterior Billboard Signage			<input checked="" type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		

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

LIST OF PROPOSED SUBCONTRACTORS:

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

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

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

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

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Concrete Formwork	Knose
2.	Masonry	Jacob
3.	Structural Steel Fabricator / Erector	Tristate
4.	Cold-Formed Metal Framing / Sheathing	OKI
5.	Pre-Engineered Building	Hive cor
6.	Casework	Contemporary
7.	Fluid Applied Air Barrier	Omni
8.	EPDM Roofing and Metal Wall Panels	Kerken
9.	Hollow Metal Doors / Frames	Norwood
10.	Rolling Doors / Garage Doors	A+E
11.	Hardware	Norwood
12.	Glazing / Windows	McAndrews
13.	Gypsum Board / Non-Structural Metal Framing / Acoustical Ceilings	OKI
14.	Resilient Flooring / Resinous Flooring	Axis/Wassdman
15.	Painting	Lehn
16.	Signage	ASL
17.	Toilet Compartments	Schiller
18.	Gymnasium Equipment	Sportscom
19.	Aluminum Grandstands	Toadribe

20.	Earth Moving	MDX / JP Exc. / JD Back
21.	Sheet Waterproofing	Omni
22.	Helical Piles	BSI / bwyer
23.	Asphalt Paving	Neyra
24.	Concrete Paving / Curbs	Knipe
25.	Fencing	R+M
26.	Liming	Same as 20: Earth Moving
27.	Plumbing (Division 22 Contractor)	Feldkamp
28.	Plumbing Insulation	u
29.	Mechanical (Division 23 Contractor)	u
30.	Sheet Metal	u
31.	Insulation	u
32.	Temperature Controls	u
33.	Electrical (Division 26 Contractor)	Detla
34.	Communication Systems (Division 27 Contractor)	u
35.	Safety and Security Systems (Division 28 Contractor)	u

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.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Concrete Supplier		
2.	Concrete Masonry Units		

20.	Earth Moving	
21.	Sheet Waterproofing	
22.	Helical Piles	
23.	Asphalt Paving	
24.	Concrete Paving / Curbs	
25.	Fencing	
26.	Liming	
27.	Plumbing (Division 22 Contractor)	
28.	Plumbing Insulation	
29.	Mechanical (Division 23 Contractor)	
30.	Sheet Metal	
31.	Insulation	
32.	Temperature Controls	
33.	Electrical (Division 26 Contractor)	
34.	Communication Systems (Division 27 Contractor)	
35.	Safety and Security Systems (Division 28 Contractor)	

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.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Concrete Supplier	<i>Hilltop</i>	<i>Hilltop</i>
2.	Concrete Masonry Units	<i>Smyser</i>	<i>Smyser</i>

3.	Pre-Engineering Building	Hunter	Irwin
4.	Steel Joist	Tristar	Ventura Waller
5.	Casework	Contemporary	Contemporary
6.	Metal Wall Panels	Metal	Metco
7.	EPDM Roof Membrane	Carlisle	Carlisle
8.	Hollow Metal Doors and Frames	Soco	Soco
9.	Rolling Doors	Clayton/Cornell	Clayton/Cornell
10.	Aluminum Curtainwall / Windows	EFCC	EFCC
11.	Hardware (Locksets)	Schlage	Schlage
12.	Acoustical Panel Ceilings	L2W	USG
13.	Rubber Base	Tenitt	Tenitt
14.	Resilient Flooring	Tenitt	Tenitt
15.	Wall Padding	Spencer Can	Key Porter
16.	Resinous Flooring	Key	Key
17.	Paint	Shuman Wilk	Shuman Wilk
18.	Fencing	Martin Hiler	Aronstar
19.	Signage	Atlantic	Atlantic
20.	Toilet Compartments	Hadwin	Hadwin
21.	Aluminum Grandstands	Deer Claytor	Deer Claytor
22.	Urinals	Ferguson	Kohler
23.	Flush Valves	Ferguson	Kohler
24.	Lavatories	Ferguson	Kohler
25.	Faucets	Ferguson	Kohler
26.	Wash Stations	Wagner	Wagner
27.	Water Heaters	Ferguson	State
28.	Recirculation Pumps	Ferguson	BSG

29.	Roof Drains	<i>Ergunin</i>	<i>Zur</i>
30.	Roof Top Units	<i>Carbon</i>	<i>AACN</i>
31.	Electric Heaters	<i>Carbon</i>	<i>AACN</i>
32.	Exhaust Fans	<i>EAP</i>	<i>Green hawk</i>
33.	Louvers	<i>EAP</i>	<i>Green hawk</i>
34.	Air Devices	<i>EAP</i>	<i>BRD</i>
35.	Mini-Split Systems	<i>Carbon</i>	<i>ICD Carroll</i>
36.	Light Fixtures (Manufacturers)	<i>Richards</i>	<i>Acuity/Lithonia</i>
37.	Light Controls (Manufacturer)	<i>Richards</i>	<i>Acuity/Lithonia</i>
38.	Panelboards / Switchboards / Transformers	<i>FD Lawrence</i>	<i>Spur O</i>
39.	Fire Alarm System	<i>RP Biederman</i>	<i>Natline</i>
40.	Communications Cabling and Connectors	<i>Robert Quixley</i>	<i>Panduit</i>
41.	Video Surveillance System	<i>Owner provided</i>	
42.	Access Control System	<i>Owner provided</i>	

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.	Undercutting and earth replacement for undercut of low density soils below depths required by Earth Moving Specifications where existing compaction is inadequate, including compaction per Earth Moving Specifications. This unit price is based on being able to re-use undercut materials and will be used to adjust yardage up or down.	<i>19.00</i>	cy

2.	Undercutting and earth replacement for undercut of low-density soils below depths required by Earth Moving Specifications, where existing compaction is inadequate, including compaction per Earth Moving Specifications. This unit price is based on existing materials being unacceptable and being replaced by new on site approved materials brought in from off site and includes hauling unsuitable soil materials off site and will be used to adjust yardage up or down.	58.00	cy
3.	Moisture barrier system on concrete floors that receive resilient flooring	4.30	sf
4.	Asphaltic concrete pavement (full depth)	62.00	sy
5.	Asphaltic concrete pavement (overlay)	18.00	sy
6.	Unformed concrete footings – 1,000 p.s.i	343.64	cy
7.	Unformed concrete footings – 4,000 p.s.i	399.75	cy
8.	Compacted granular backfill	204.00	cy
9.	Compacted soil backfill	146.00	cy
10.	Lime stabilization 7% LKD	581.00	ton
11.	5" Portland cement concrete paving including mesh and subgrade preparation	5.99	cy
12.	8" Portland cement concrete paving including subgrade preparation	8.08	cy
13.	4" domestic water piping installed and insulated	NA 82.56	lf
14.	4" sanitary sewer installed 48" B.F.G.	58.40	lf
15.	6" roof leader piping installed and insulated	NA 62.42	lf
16.	8" roof leader piping installed and insulated	89.61	lf
17.	8" storm water piping installed 48" B.F.G.	63.90	lf
18.	Up to 1 inch EMT Conduit – Installed	7.06	lf
19.	3#12 Conductor – Installed In Conduit	3.07	lf
20.	3#10 Conductor – Installed In Conduit	4.02	lf
21.	Duplex Receptacle, wiring, complete – Installed	427.93	each
22.	GFI Receptacle, wiring, complete – Installed	453.10	each
23.	Data Outlet with (2) Category 6A RJ-45 Jacks, cabling, complete, installed	NA	each
24.	Category 6A UTP Cable – Installed in Conduit	NA	each
25.	Fire Alarm A/V Unit – Installed	204.83	each

26.	Fire Alarm Pull Station – Installed		each
27.	Exit Sign (Type X or X1) - Installed		each
28.	120-Volt, up to 20 Amp, Single Pole Circuit Breaker. – Installed		each

DIRECT MATERIAL PURCHASES:

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

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

COMPLETION OF PROJECT:

9/1/2025 (14 months) The Bidder proposes and agrees to substantially complete all Work under this Contract no later than his Bid. To meet this schedule Contractor may have to factor acceleration costs and overtime in

26.	Fire Alarm Pull Station – Installed	<i>503.45</i>	each
27.	Exit Sign (Type X or X1) - Installed	<i>402.26</i>	each
28.	120-Volt, up to 20 Amp, Single Pole Circuit Breaker – Installed	<i>100.69</i>	each

DIRECT MATERIAL PURCHASES:

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

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

COMPLETION OF PROJECT:

The Bidder proposes and agrees to substantially complete all Work under this Contract no later than _____. To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

26.	Fire Alarm Pull Station – Installed		each
27.	Exit Sign (Type X or X1) - Installed		each
28.	120-Volt, up to 20 Amp, Single Pole Circuit Breaker – Installed		each

DIRECT MATERIAL PURCHASES:

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

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.	A&E Doors	Overhead Doors, Coiling and Counter Doors	\$64,611
2.	Norwood Hardware	Doors, Frames and Hardware	\$87,750
3.	Atlantic Sign Company	Exterior Billboard Signs and Panels, Rooms and ADA Signs	\$103,985
4.	Toadvine	Bleachers and Picket Railing	\$435,000
5.	Toadvine	Playfield Equipment	\$27,554
6.	Griffin	Scoreboard	\$25,600
7.	Hivecor	Metal Building, Roof Wall, Wall Panels and Insulation	\$709,657
8.			
9.			

COMPLETION OF PROJECT:

The Bidder proposes and agrees to substantially complete all Work under this Contract no later than _____. To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

26.	Fire Alarm Pull Station – Installed		each
27.	Exit Sign (Type X or X1) - Installed		each
28.	120-Volt, up to 20 Amp, Single Pole Circuit Breaker – Installed		each

DIRECT MATERIAL PURCHASES:

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

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.	R.P. Biederman Company	Fire Alarm	\$9,000.00
2.	FD Lawrence Co.	Distribution Equipment	\$35,000.00
3.	Richards Electric Supply	Lighting, Lighting Controls, & Musco	\$473,575.00
4.	Redi-Rock Structures	Precast Pole Base	\$18,000.00
5.	Wesco Distribution	Conduit, Fittings, & Wire	\$100,000.00
6.			
7.			
8.			
9.			

COMPLETION OF PROJECT:

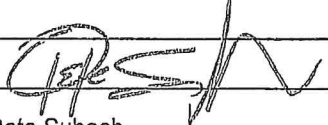
The Bidder proposes and agrees to substantially complete all Work under this Contract no later than _____. To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

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

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

Submitted by:

NAME OF CONTRACTOR / BIDDER: Graybach, LLC
AUTHORIZED REPRESENTATIVE'S NAME (signature): 
AUTHORIZED REPRESENTATIVE'S NAME (printed): Pete Subach
AUTHORIZED REPRESENTATIVE'S TITLE: Member

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

AUTHORIZED REPRESENTATIVE'S NAME (printed): Pete Subach
AUTHORIZED REPRESENTATIVE'S TITLE: Member

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

This form shall not be modified.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Graybach, LLC
2416 Central Parkway
Cincinnati, OH 45214

SURETY:

(Name, legal status and principal place of business)

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

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

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

OWNER:

(Name, legal status and address)

Dayton Independent Board of Education
200 Clay Street
Dayton, Kentucky 41074

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

PROJECT:

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

Dayton Independent Schools - Athletic Complex; Bid Package 2: Stadium
Dayton, KY

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 29th day of February, 2024.

(Witness)

Audria Coleman
(Witness)

Graybach, LLC

(Principal)

(Title)

Atlantic Specialty Insurance Company

(Surety)

Katie Rose
(Title) Katie Rose, Attorney-In-Fact

(Seal)

(Seal)



Power of Attorney

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

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

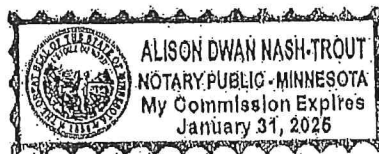
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

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

Signed and sealed. Dated 29th day of February, 2024.



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary


CONFLICT OF INTEREST

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

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

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

I hereby certify that no member of my immediate family is an employee or board member of the Owner.


Signature

2/29/2024

Date

References: KRS 156.480, OAG 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.

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.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.


Signature

Pete Subach
Printed Name

Member
Title

2/29/2024
Date

Company Name

Graybach, LLC

Address

2416 Central Parkway
Cincinnati, OH 45214

Subscribed and sworn to before me by

Pete Subach
(Affiant)

Member
(Title)

of Graybach, LLC this 29th day of February, 2024.
(Company Name)

Notary Public

[seal of notary]



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

My commission expires:

12/15/2025

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

1004405
Michael G. Adams
KY Secretary of State
Received and Filed
3/21/2023 7:55:57 AM
Fee receipt: \$15.00

LARP

Michael G. Adams
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing
For the Year 2023

ARP

Company: Graybach L.L.C.
Company ID: 1004405
State of origin: Ohio
Formation date: 12/8/2017 12:00:00 AM
Date filed: 3/21/2023 7:54:46 AM
Fee: \$15.00

Principal Office
2416 Central Pkwy
Cincinnati, OH 45214

Registered Agent Name/Address

Pete Subach
14 Willow Dr
Fort Thomas, KY 41075

Members/Managers

Member	Pete Subach	2416 Central Parkway, Cincinnati, Ohio 45214
Member	Tyson Grace	2416 Central Parkway, Cincinnati, Ohio 45214

Signatures

Signature	Erica Grace
Title	Human Resources Director

Exhibit “A”

BIDDING DOCUMENTS

Advertisement for Bids

1 – 1

CONTRACT DOCUMENTS

Instructions to Bidders

Sample Instructions to Bidders (AIA A701, 1997) – KDE Version

1 – 9

Supplementary Instructions to Bidders

1 – 5

Form of Proposal with Attachments

KDE Form of Proposal (2013)

1 – 4

Certificate of Corporate Principal

1 – 1

Required Affidavit for Bidders Claiming Resident Bidders Status

1 – 1

Conflict of Interest Statement

1 – 1

Prohibition against Gratuities and Kickbacks

1 – 1

Sample Bid Bond (AIA A310, 2010)

1 – 2

Owner-Contractor Agreement and Bonds

Sample Owner-Contractor Agreement (AIA A101, 2007) – KDE Version

1 – 10

Sample Performance Bond and Payment Bond (AIA 312, 2010) – KDE Version

1 – 7

General and Supplementary Conditions

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

1 – 41

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

1 – 7

Certificates of Insurance

Sample Acord Certificate of Insurance (25) - 2017

1 – 1

Supplemental Attachment for Acord Certificate of Insurance 25 (AIA G-715, 2017)

1 – 2

Supplemental Attachment #2 for Acord Certificate

1 – 1

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

Division 01 – General Requirements

011000	Summary	1 – 6
012100	Allowances	1 – 3
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
013100	Project Management and Coordination	1 – 11
013200	Construction Progress Documentation	1 – 7
013233	Photographic Documentation	1 – 2
013300	Submittal Procedures	1 – 11
014000	Quality Requirements	1 – 10
014200	References	1 – 2
015000	Temporary Facilities and Controls	1 – 11
015630	Storm Water Pollution Prevention Plan (including SWPPP)	1 – 3
016000	Product Requirements	1 – 5
017300	Execution	1 – 9
017419	Construction Waste Management and Disposal	1 – 4
017700	Closeout Procedures	1 – 6

Dayton Independent Schools – Athletic Complex
 Bid Package 2: Stadium

017823	Operation and Maintenance Data	1 – 8
017839	Project Record Documents	1 – 4
017900	Demonstration and Training	1 – 6

Division 02 – Existing Conditions

024119	Selective Structure Demolitions	1 – 3
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Division 03 – Concrete

033000	Cast-In-Place Concrete	1 – 16
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Division 04 – Masonry

042000	Unit Masonry	1 – 17
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Division 05 – Metals

051200	Structural Steel Framing	1 – 8
052100	Steel Joist Framing	1 – 4
053100	Steel Decking	1 – 6
054000	Cold-Formed Metal Framing	1 – 7
055000	Metal Fabrications	1 – 7
055100	Metal Stairs	1 – 7

Division 06 – Wood, Plastics, and Composites

061000	Rough Carpentry	1 – 4
061600	Sheathing	1 – 4
064116	Plastic-Laminate-Faced Architectural Cabinets	1 – 6
064117	Plastic-Laminate-Clad Countertops	1 – 4
066400	Plastic Paneling	1 – 3

Division 07 – Thermal and Moisture Protection

071326	Self-Adhering Sheet Waterproofing	1 – 5
072100	Thermal Insulation	1 – 2
072726	Fluid-Applied Membrane Air Barriers	1 – 6
074213	Metal Wall Panels	1 – 9
074213.23	Metal Wall Composite Material Wall Panels	1 – 7
075323	Ethylene-Propylene-Diene-Monomer (EPDM – Roofing)	1 – 9
076200	Sheet Metal Flashing and Trim	1 – 5
078100	Spray-Applied Fire Resistive Materials	1 – 7
079200	Joint Sealants	1 – 6

Division 08 – Openings

081113	Hollow Metal Doors and Frames	1 – 6
083113	Access Doors and Frames	1 – 3
083313	Coiling Counter Doors	1 – 4
083613	Sectional Doors	1 – 7
084113	Aluminum-Framed Entrances and Storefronts	1 – 9
085113	Aluminum Windows	1 – 5
087100	Door Hardware	1 – 30
088000	Glazing	1 – 9
088300	Mirrors	1 – 3

Dayton Independent Schools – Athletic Complex
 Bid Package 2: Stadium

Division 09 – Finishes

092216	Non-Structural Metal Framing	1 – 4
092900	Gypsum Board	1 – 5
095000	Acoustical Ceilings	1 – 6
096513	Resilient Base and Accessories	1 – 4
096519	Resilient Tile Flooring	1 – 4
096723	Resinous Flooring	1 – 8
099100	Painting	1 – 7

Division 10 – Specialties

101419	Dimensional Letter Signage	1 – 5
101423.16	Room-Identification Panel Signage	1 – 3
102113.19	Plastic Toilet Compartments	1 – 4
102600	Wall and Door Protection	1 – 4
102800	Toilet, Bath and Laundry Accessories	1 – 4
104413	Fire Extinguisher Cabinets	1 – 4
104416	Fire Extinguishers	1 – 3
107500	Flagpoles	1 – 3

Division 11 – Equipment

114800	Football Netting System	1 – 3
116623	Gymnasium Equipment	1 – 5
116800	Playfield Equipment and Structures	1 – 3

Division 13 – Special Construction

131250	Grandstands	1 – 7
131260	Scoreboards	1 – 4
133419	Metal Building Systems	1 – 22

Division 31 – Earthwork

311000	Site Clearing	1 – 3
312000	Earth Moving	1 – 9
316329	Drilled Concrete Piers and Shafts	1 – 9

Division 32 – Exterior Improvements

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Dayton Independent Schools – Athletic Complex
 Bid Package 2: Stadium

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Dayton Independent Schools – Athletic Complex
 Bid Package 2: Stadium

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“Exhibit B”

TS Title Sheet

CIVIL

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S0.0 General Notes, Design Loads & Abbreviations
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BG# 23-538 Date Submitted 2024-03-05
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
Graybach, LLC	1	2	08 33 13	Overhead Doors, Coiling and Counter Doors	A&E Doors	\$64,611			64,611.00
Graybach, LLC	2	2	08 33 13	Doors, Frames and Hardware	Norwood Hardware	\$87,750			87,750.00
Graybach, LLC	3	2	10 14 14	Exterior Billboard Signs and Panels, Rooms and ADA Signs	Atlantic Sign Company	\$103,985			103,985.00
Graybach, LLC	4	2	10 14 23	Bleachers and Picket Railing	Toadvine	\$435,000			435,000.00
Graybach, LLC	5	2	13 12 50	Playfield Equipment	Toadvine	\$27,554			27,554.00
Graybach, LLC	6	2	11 68 00	Scoreboard	Griffin	\$25,600			25,600.00
Graybach, LLC	7	2	13 34 19	Metal Building, Roof Wall, Wall Panels and Insulation	Hivecor	\$709,657			709,657.00
Graybach, LLC	8	2	07 42 13	Fire Alarm	R. P Biederman Co.	\$9,000			9,000.00
Graybach, LLC	9	2	28 46 21	Distribution Equipment	FD Lawrence	\$35,000			35,000.00
Graybach, LLC	10	2	26 43 13	Lighting, Lighting Controls & Musco	Richards Electric Supply	\$473,575			473,575.00
Graybach, LLC	11	2	26 09 23	Precast Pole Base	Redi-Rock Structures	\$18,000			18,000.00
Graybach, LLC	12	2	26 56 68	Conduit, Fitting & Wire	Wesco Distribution	\$100,000			100,000.00
									-
									-
									-
									-
All signatures below are required based upon the appropriate PO certification statement phase. (Initial / Final)						\$ 2,089,732.00	\$ -	Final PO Total	\$ 2,089,732.00

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

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



GRAYLLC-01

LHARTMANN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cincinnati/ AssuredPartners NL 5905 E. Galbraith Rd., Suite 5000 Cincinnati, OH 45236	CONTACT NAME: Lucy Hartmann PHONE (A/C, No, Ext): (513) 475-3317 1917 FAX (A/C, No): (513) 333-0735 E-MAIL ADDRESS: lucy.hartmann@assuredpartners.com														
INSURED Graybach, LLC 2416 Central Parkway Cincinnati, OH 45214	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B : Cincinnati Indemnity Company</td><td>23280</td></tr><tr><td>INSURER C : Great American Insurance Co</td><td>16691</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Cincinnati Indemnity Company	23280	INSURER C : Great American Insurance Co	16691	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Great American Insurance Co	16691														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		EPP 0640001	12/30/2021	12/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OH STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		EBA 0640001	12/30/2023	12/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		EPP 0640001	12/30/2021	12/30/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC 0639999	12/30/2023	12/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builder's Risk			IMP E658486	12/30/2023	12/30/2024	Limit 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE FOLLOWING POLICY PROVISIONS APPLY WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

Additional Insured:
General Liability: GA472 Ongoing Operations & Completed Operations; GA233 Lessors of premises, Lessors of Leased Equipment, Mortgagee Assignee or Receiver; CG2007 Architects
Automobile Liability: AA292
Umbrella follows the underlying forms
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Dayton Independent Board of Education
200 Clay Street
Dayton, KY 41074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Cincinnati/ AssuredPartners NL		NAMED INSURED Graybach, LLC 2416 Central Parkway Cincinnati, OH 45214
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Primary and Non-contributory

General Liability: GA472 Ongoing Operations & Completed Operations; GA233 Lessors of premises, Lessors of Leased Equipment, Mortgagee Assignee or Receiver

Automobile Liability: AA292

Umbrella: US4096

Waiver of Subrogation

General Liability: GA472 Ongoing Operations & Completed Operations; GA233 Lessors of premises, Lessors of Leased Equipment, Mortgagee Assignee or Receiver

Automobile Liability: AA292

Umbrella:: follows the underlying forms

Definition of occurrence is amended to include damage to "your work", if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor and the "property damage" to "your work" is included in the "products-completed operations hazard".

Project: Dayton Independent Schools – Athletic Complex - BP 2 - Stadium

The following are named as Additional Insured:

Owner: Dayton Independent Board of Education/ Dayton Independent School District Finance Corporation
Architect: Robert Ehmet Hayes & Associates, PLLC
Civil: Cardinal Engineering
Structural: GOP Ltd.
MEP: KLH Engineers, PSC

Policy provisions stated above apply when required by written contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT, WITH POLLUTION LIABILITY
FOR COVERED AUTOS**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c. is deleted in its entirety and replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "em-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE:	
\$ 15,000,000	Each Occurrence Limit
\$ 15,000,000	Aggregate Limit

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- The Limits of Insurance stated in the Schedule of this endorsement; or
- The limits of insurance required in a written contract on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition 9. **Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for defense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:
- Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3. of the Cover-

age Part to which this endorsement is attached; and

- b.** Being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

- (1)** The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

- (2)** The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".

- 31.** "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards.....	9
3. Damage To Premises Rented To You.....	9
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	15
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16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage.....	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under Sec-

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

- 1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

- a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

- b.** "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-*

cluded in the "products-completed operations hazard", but only if:

- (1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

- 2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

- a.** *Arising out of your ongoing operations or arising out of "your work"; or*

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Document G715"-2017

Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT:
Dayton Ind Schools - Athletic Complex
BP2 - Stadium
200 Greendevil Lane, Dayton, KY 41074

CONTRACT INFORMATION:

Contract For:
Date:

CERTIFICATE INFORMATION:

Producer: Matt Mauller
Insured: Graybach, LLC
Date:

OWNER:
Dayton Independent Board of Education
200 Clay St., Dayton, KY 41074

ARCHITECT:
Robert Ehmet Hayes & Assoc, PLLC

CONTRACTOR:
Graybach, LLC

A. General Liability

1. Does this policy include coverage for:

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b Personal injury and advertising injury? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d Bodily injury or property damage arising out of completed operations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e The Contractor's indemnity obligations included in the Contract Documents? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

2. Does this policy contain an exclusion or restriction of coverage for:

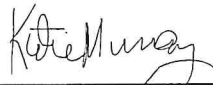
- | | | | |
|---|-------------------------------------|-------------------------------------|--------------------------|
| a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c Claims for bodily injury other than to employees of the insured? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e Claims for loss excluded under a prior work endorsement or other similar exclusionary language? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g Claims related to residential, multi-family, or other habitational projects? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h Claims related to roofing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j Claims related to earth subsistence or movement? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k Claims related to explosion, collapse, and underground hazards? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

B. Other Insurance Coverage

1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.

- | | Yes | No | N/A |
|--|-------------------------------------|-------------------------------------|--------------------------|
| a Professional liability insurance
Coverage limits: \$1M/\$2M | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b Pollution liability insurance
Coverage limits: \$1M/\$2M | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c Insurance for maritime liability risks associated with the operation of a vessel | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- Coverage limits:
- d Insurance for the use or operation of manned or unmanned aircraft ☐ ☒ ☐
- Coverage limits:
- e Property insurance ☒ ☐ ☐
- Coverage limits: \$933,000 Blkt Bldg & BPP
- f Railroad protective liability insurance ☐ ☒ ☐
- Coverage limits:
- g Asbestos abatement liability insurance ☐ ☐ ☐
- Coverage limits:
- h Insurance for physical damage to property while it is in storage and in transit to the construction site ☒ ☐ ☐
- Coverage limits: \$1,000,000
- i Other: ☐ ☐ ☐



 (Authorized Representative)
 4/8/2024

 (Date of Issue)

Kentucky Department of Education Version of AIA Document A312™ – 2010

Performance Bond

Bond # 800163270

CONTRACTOR:

(Name, legal status and address)

Graybach, LLC
2146 Central Parkway
Cincinnati, OH 45214

SURETY:

(Name, legal status and principal place
of business)

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

OWNER:

(Name, legal status and address)

Dayton Independent Board of Education
200 Clay Street
Dayton, KY 41074

CONSTRUCTION CONTRACT

Date: March 5, 2024

Eight Million Six Hundred Nineteen Thousand Eight Hundred Thirty Dollars and 00/100----
Amount: \$8,619,830

Description:

(Name and location)

Dayton Ind. Schools - Athletic Complex - BP 2 - Stadium
200 Greendevil Lane, Dayton, KY 41074
REH #168-523 / BG #23-538

BOND

Date: March 25, 2024


(Not earlier than Construction Contract Date)

Ten Million Seven Hundred Nine Thousand Five Hundred Sixty Two Dollars and 00/100----
Amount: \$10,709,562

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL

Company: Graybach, LLC (Corporate Seal)

Signature: 

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: Atlantic Specialty Insurance Company (Corporate Seal)

Signature: 

Name

and Title: Katie Rose
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners NL, LLC
5905 E. Galbraith Rd
Cincinnati, OH 45236
513-624-1756

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Robert Ehmet Hayes & Associates, PLLC
2512 Dixie Highway
Fort Mitchell, KY 41017



This version of AIA Document A312–2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A312–2010 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.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 16.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 16.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 16.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 16.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Kentucky Department of Education Version of AIA Document A312™ – 2010

Payment Bond

Bond # 800163270

CONTRACTOR:

(Name, legal status and address)

Graybach, LLC
2146 Central Parkway
Cincinnati, OH 45214

SURETY:

(Name, legal status and principal place
of business)

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

OWNER:

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

CONSTRUCTION CONTRACT

Date: March 5, 2024

Eight Million Six Hundred Nineteen Thousand Eight Hundred Thirty Dollars and 00/100----
Amount: \$8,619,830

Description:

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

BOND

Date: March 25, 2024

(Not earlier than Construction Contract Date)

Ten Million Seven Hundred Nine Thousand Five Hundred Sixty Two Dollars and 00/100----
Amount: \$10,709,562

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company:  (Corporate Seal)
Graybach, LLC

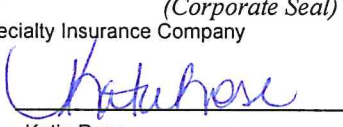
Signature: 

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:  (Corporate Seal)
Atlantic Specialty Insurance Company

Signature: 

Name

and Title: Katie Rose
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners NL, LLC
5905 E. Galbraith Rd
Cincinnati, OH 45236
513-624-1756

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Robert Ehmet Hayes & Associates, PLLC
2512 Dixie Highway
Fort Mitchell, KY 41017



This version of AIA Document A312–2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A312–2010 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.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 18.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 18.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 18.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____



Power of Attorney

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

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

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

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

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

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

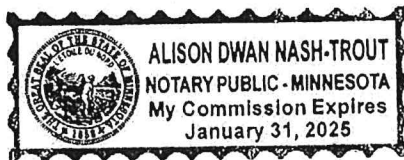
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

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



Notary Public

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

Signed and sealed. Dated 25th day of March, 2024.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary



Atlantic Specialty Insurance Company
Period Ended 12/31/2022

Dollars displayed in thousands

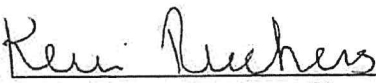
Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	347,884
Common Stocks	752,567	Total Loss & LAE Reserves	1,441,852
Mortgage Loans	-	Unearned Premium Reserve	735,813
Real Estate	-	Total Reinsurance Liabilities	42,785
Contract Loans	-	Commissions, Other Expenses, and Taxes due	88,767
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	308,498	Payable to Parent, Subs or Affiliates	-
Other Investments	20,805	All Other Liabilities	632,508
Total Cash & Investments	3,296,071	Total Liabilities	2,921,725
Premiums and Considerations Due	332,718	Capital and Surplus	
Reinsurance Recoverable	39,231	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	2,250	Preferred Capital Stock	-
All Other Admitted Assets	79,777	Surplus Notes	-
Total Admitted Assets	3,750,047	Unassigned Surplus	174,558
		Other Including Gross Contributed	644,763
		Capital & Surplus	828,322
		Total Liabilities and C&S	3,750,047

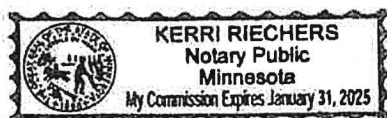
State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.


Notary Public



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/22/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

ATLANTIC SPECIALTY INSURANCE COMPANY

of New York is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew-States Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,750,047,271, liabilities in the amount of \$2,921,725,080, and surplus of at least \$828,322,191.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

