

BOARD MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Troy Wood, Chief Operations Officer
Date: July 26 , 2024
RE: Approval Toadvine Cooperative Purchase Agreement Documents

Approval to enter into a Cooperative Purchase Agreement with Toadvine Enterprises was obtained at the June 17, 2024 meeting. Per this agreement, Toadvine Enterprises will provide installation bleacher seating systems with press boxes at Bullitt East, North Bullitt, and Bullitt Central high schools.

Attached, please find the following Toadvine Enterprises Agreement Documents:

- Attachment 1 - Exhibit A - Toadvine Cooperative Purchase Agreement Proposal Scope – 6-14-2024
- Attachment 2 - Bleacher COOP Project Manual Index
- Attachment 3 - BP1 - Drawing Index
- Attachment 4 - Toadvine and Vine & Branch COI's - Bullitt Co.
- Attachment 5a - Toadvine Performance & Payment Bond - Bullitt Co.
- Attachment 5b - Vine & Branch Performance & Payment Bond
- Attachment 6 - DPO - Bullitt Co Schools DPO - Baseball & Softball Bleachers
- Attachment 7- KDE Purchase Order Summary Form - BCPS – Toadvine

I recommend that the Board approve the items above.

Troy D. Wood
Chief Operations Officer

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

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*



This version of AIA Document A101[™]–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 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.

Cite this document as "AIA Document A101[™]– 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101[™]–2007 — KDE Version."

Kentucky Department of Education Version of AIA Document A101 – 2007

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

AGREEMENT made as of the Twenty-Ninth day of July
in the year Two Thousand and Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Bullitt County Public Schools

1040 HWY KY 44 East

Shepherdsville, KY 40165

Telephone Number (502) 869-8000

and the Contractor:

(Name, legal status, address and other information)

Chris Toadvine

Vine & Branch

PO Box 188

Fisherville, KY 40023

Telephone Number (502) 912-9499

for the following Project:

(Name, location and detailed description)

Phase II Athletics - Baseball and Softball Field Improvements

Turf COOP Agreement No. 2: Toadvine Enterprises / Vine & Branch LLC

Project consists of the provision of bleacher seating systems with press boxes at Bullitt East, North Bullitt and Bullitt Central High Schools' Baseball and Softball Fields.

The Architect:

(Name, legal status, address and other information)

Studio Kremer Architects

1231 S Shelby Street

Louisville, KY 40203

Telephone Number (502) 499-1100

The Owner and Contractor agree as follows.



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

Init.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Notice to Proceed: June 17, 2024.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)
 Substantial Completion to be achieved by date cited below, unless explicitly modified by Change Order.

Portion of Work	Substantial Completion Date
Entire Work of the Contract	February 1, 2025

, 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 One Thousand Dollars and No Cents (\$ 1,000.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ten Thousand, Three Hundred Fifteen Dollars and Zero Cents (\$ 210,315.00), 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.)

See attached Exhibit A - The Motz Group - Base Bid and Alternates - 7.18.2024.

	Amount
Base Bid	\$ 1,344,849.00
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 1,344,849.00
Sum of Owner's direct Purchase Orders	\$ 1,134,534.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 210,315.00

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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
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.)
 None.

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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Init.

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:

1/3 at time of order - \$70,105.00

1/3 at time of shipment - \$70,105.00

1/3 at time of completion - \$70,105.00

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the same 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 Forty-Five (45) 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.)

Init.

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 — KDE Version.

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

When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

(stike thru previous paragraph) The Owner shall approve a reduction in Retainage to five percent (5%) of the total Contract Sum for both material and labor upon written request of Contractor with consent of surety and the recommendation of the Architect. No part of the remaining five percent (5%) retainage shall be paid until after the Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction of 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. Retainage shall not be reduced to below two percent (2%) of the Contract Sum until punch is 100% complete and Owner, Architect, and Contractor have had a final walk-through to confirm.

§ 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.)

N/A

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

Dr. Jesse Bacon, Superintendent
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

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

Chris Toadvine
Vine & Branch
PO Box 188
Fisherville, KY 40023

§ 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:

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.)

Document	Title	Date	Pages
Div. 0 Specifications	Bidding and Contract Provisions	July 29, 2024	Inclusive
Div. 1 Specification	General Requirements	July 29, 2024	Inclusive

§ 9.1.4 The Specifications:

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

Section	Title	Date	Pages
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Init.

§ 9.1.5 The Drawings:

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

Refer to Drawing Index attached to this Agreement for Bid Package No.1 - General Construction.

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

§ 9.1.6 The Addenda, if any:

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

Addenda referenced below included scope for Bid Package No.1 - General Construction of the Baseball and Softball fields that supports and supplements work included in this Cooperative Purchase Agreement.

Number	Date	Pages
Addendum No.1	June 28, 2024	285
Addendum No.2	July 8, 2024	124
Addendum No.3	July 15, 2024	121

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:

Init.

- 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
 - D. Contractor's Performance and Payment Bonds (attached to this agreement)
 - E. Contractor's certificate of insurance (attached to this agreement)

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.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

As specified in Article 11 of AIA Document A201-2007 of the contract documents.

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

 OWNER (Signature)

 CONTRACTOR (Signature)

 (Printed name and title)

 (Printed name and title)

Init.

EG: 24-192 Date Submitted _____ Delivery Method GC GESC Initial Statement Final Statement
 District Code 071 District Name Bullitt County Public Schools GC GESC Initial Statement Final Statement
 School Code _____ Facility Name Bid Package 1 Baseball & Softball Field Improvements CM 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
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
All signatures below are required based upon the appropriate PO certification statement phase. (Initial / Final)						Initial PO Total	\$ -	Final PO Total	\$ -

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

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

Owner's Signature _____ Date _____

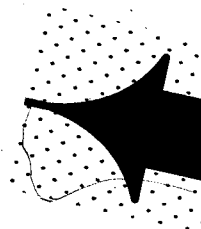
General Contractor's / Construction Manager's Sigr _____ Date _____

Architect's Signature _____ Date _____

Owner's Signature _____ Date _____

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

Architect's Signature _____ Date _____



TOADVINE

SEATING • ATHLETIC EQUIPMENT • VIDEO SCOREBOARDS

PROPOSAL SCOPE

6-14-24

To: Bullitt County Schools

From: Chris Toadvine

Job Name: Bullitt County High Schools Baseball & Softball Grandstands

Job Location: Hebron, KY - Shepherdsville, KY – Mt. Washington, KY

Dant Sourcewell: 081523-DCT Bullitt Count Board of Education Sourcewell: 198590

PRICE BASED ON A DIRECT PURCHASE ORDER (DPO) FOR MATERIALS WITH TOADVINE AND LABOR AS SEPARATE CONTRACT WITH VINE & BRANCH LLC

*PRICES ARE GOOD FOR 14 DAYS.

*PRICES ASSUME ORDER RELEASED BY 6-28-24 FOR January-February 2025 DELIVERY



NORTH BULLITT HIGH SCHOOL:

ALUM-A-STAND GRANDSTAND BASEBALL & SOFTBALL - BOTH STANDS TO BE IDENTICAL

- DANT CLAYTON ALUM-A-STAND GRANDSTANDS
- MITERED FRONT WALKWAY
- SEATS: 274 AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP SEATING BEHIND HOME PLATE WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN.
- 24" ELEVATION AT FRONT WALKWAY
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

PRESS BOX: - PER SPECS

- 8 X 12 TYPE 1 PRESS BOX
- 1 HVAC UNIT
- (3) INTERIOR ROOMS
- (1) STEEL ENTRY DOORS WITH STEEL FRAME & STANDARD KEYED OPTION
- END WALL WINDOWS

TOADVINE

SEATING • ATHLETIC EQUIPMENT • VIDEO SCOREBOARDS

- STEEL SIDING
- ALUMINUM COUNTERS
- AV READY
- 100 AMP ELECTRICAL BOX – STANDARD

MATERIALS DELIVERED DIRECT PURCHASE WITH TOADVINE: \$ 477,321.00

INSTALLATION – SEPARATE CONTRACT WITH VINE & BRANCH LLC: \$ 74,125.00



BULLITT EAST HIGH SCHOOL

ALUM-A-STAND GRANDSTAND BASEBALL

- DANT CLAYTON ALUM-A-STAND GRANDSTANDS
- SEATS: 274+/- AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP SEATING BEHIND HOME PLATE WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN
- NON-ELEVATED
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING AT 1ST AND 3RD BASE
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

PRESS BOX: - PER SPECS

- 8 X 12 TYPE 1 PRESS BOX
- 1 HVAC UNIT
- (3) INTERIOR ROOMS
- (1) STEEL ENTRY DOORS WITH STEEL FRAME & STANDARD KEYED OPTION
- END WALL WINDOWS
- STEEL SIDING
- ALUMINUM COUNTERS
- AV READY – (1) ADDITIONAL CONDUIT RUN
- 100 AMP ELECTRICAL BOX – STANDARD

ALUM-A-STAND GRANDSTAND SOFTBALL -

- DANT CLAYTON ALUM-A-STAND GRANDSTAND
- MITERED FRONT WALKWAY

TOADVINE

SEATING • ATHLETIC EQUIPMENT • VIDEO SCOREBOARDS

- SEATS: 274 AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP AREA WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN
- 24" ELEVATION AT FRONT WALKWAY
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING
- PROVIDE STAIR ACCESS TO PRESS BOX -- (PRESS BOX BUILT BY GC/OTHERS)
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

MATERIALS DELIVERED DIRECT PURCHASE WITH TOADVINE: \$ 374,023.00

INSTALLATION -- SEPARATE CONTRACT WITH VINE & BRANCH LLC: \$ 72,125.00



BULLITT CENTRAL HIGH SCHOOL:

ALUM-A-STAND GRANDSTAND BASEBALL & SOFTBALL - BOTH STANDS TO BE IDENTICAL

- DANT CLAYTON ALUM-A-STAND GRANDSTANDS
- MITERED FRONT WALKWAY
- SEATS: 283 AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP BLEACHER BEHIND HOME PLATE WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN
- 24" ELEVATION AT FRONT WALKWAY
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

MATERIALS DELIVERED DIRECT PURCHASE WITH TOADVINE: \$ 283,190.00

INSTALLATION -- SEPARATE CONTRACT WITH VINE & BRANCH LLC: \$ 64,065.00

****NO CHANGES AFTER ORDER RELEASED WITHOUT JEOPARDIZING DELIVERY DATES AND COST.**

TOADVINE

SEATING • ATHLETIC EQUIPMENT • VIDEO SCOREBOARDS

NOTES: WE MUST HAVE ACCESS DIRECTLY TO ALL NEW STADIUM LOCATIONS FOR STAGING, EQUIPMENT, PRESS BOX INSTALLATION CRANE / CHERRY PICKER. SITE / CONCRETE PROTECTION IS NOT INCLUDED IN THE NUMBERS BELOW. PER STUDIO KREMER ARCHITECTS ROAD ACCESS WILL BE PROVIDED FOR INSTALLATION

INCLUSIONS:

- PERFORMANCE & PAYMENT BOND
- KY ENGINEER STAMPED DRAWINGS & STATE CODE REVIEW
- FOUNDATION DESIGN – IN CONJUNCTION WITH SITE ENGINEER. SITE ENGINEER WILL HAVE FINAL DESIGN APPROVAL. (DANT FOUNDATION DESIGN WILL ASSUME SPREAD FOUNDATIONS ONLY) ANY OTHER ALTERNATE FOUNDATION DESIGN WILL BE RESPONSIBILITY OF OTHERS.
- INSTALLATION OF BLEACHERS

EXCLUSIONS:

- CONCRETE FOUNDATIONS – SEE ABOVE INCLUSIONS
- SPECIAL INSPECTIONS
- OWNER PREFERRED KEYS, CORES & LOCKS ON PRESS BOX DOORS BY OTHERS
- AV/SOUND EQUIPMENT – BY OTHERS
- SITEWORK OR SITE DESIGN INCLUDING BUT NOT LIMITED TO DRAINAGE PLAN
- SITE PLAN WITH CIVIL ENGINEER STAMP REQUIRED FOR PERMITS TO BE OWNER/GC RESPONSIBILITY
- SURVEYS OR CONTROL POINTS – TO BE PROVIDED BY ARCHITECT/OTHERS
- ROCK REMOVAL OR OVER-EXCAVATION
- GEOTECHNICAL REPORT
- LOCAL PERMITS OR IF REQUIRED LICENSES TO BE BY GC/OWNER
- SEE ATTACHED PROJECT EXCLUSIONS PAGE

DUE TO CURRENT GLOBAL SUPPLY CHAIN CHALLENGES THE MATERIAL DELIVERY TIMEFRAME IS NOT GUARANTEED.

PRICE BASED ON A DIRECT PURCHASE ORDER (DPO) FOR MATERIALS WITH TOADVINE AND LABOR AS SEPARATE CONTRACT WITH VINE & BRANCH LLC.

PAYMENT TERMS:

- 1/3 WITH ORDER
- 1/3 AT MATERIAL DELIVERY
- 1/3 ON COMPLETION

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EXCLUSIONS & CLARIFICATIONS:

APPLICABLE UNLESS SPECIFICALLY CALLED OUT IN THE SCOPE ABOVE

CONTRACT ITEMS

1. Pay if paid terms
2. No damages for delay clauses
3. Liquidated and consequential damages
4. Accelerations or changes to our schedule without and equitable contract price adjustment
5. Unreasonable limitations on profit and overhead charges in connection with change orders
6. Builders Risk Insurance
7. Insurance limits exceeding, or other requirements beyond, the attached standard insurance certificate & endorsements.
8. Waiver of lien or bond rights prior to receiving payment

DESIGN AND CONSTRUCTION ITEMS

9. Demolition.
10. Temporary Access (roadways, bridges, matting, etc.)
11. Field Welding
12. Geotechnical Services.
13. Special Inspection Services.
14. Testing and Inspections Services.
15. Protection of our work from the work performed by others.
16. Obtaining building permits of any kind.
17. Services for early foundation design.
18. Services resulting from changes of scope, magnitude and timeline of the project as described.
19. Services resulting from corrections or revisions required because of errors or omissions in construction by the contractor or other subcontractors.
20. Shimming more than amount included in bid.
21. Shimming for work performed by others that is out of industry standard tolerance or tolerances noted on Toadvine Enterprises design documents.
22. Toadvine Enterprises will not be responsible for locating utilities, unless noted otherwise in our proposal. The owner/GC or CM is obligated to ensure that all utilities are properly marked and shown to Toadvine Enterprises prior to beginning of work. Toadvine Enterprises will not be responsible for unmarked, miss-marked, private, or otherwise unknown utilities.
23. BIM requirements

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24. Design or construction of shoring and bracing for excavations and buildings or underpinning of adjacent structures.
 25. Services required for investigating or making measured drawings of existing conditions or verification of drawings and information provided by the owner, CM/GC, architect or other third party.
 26. Verification of field measurements after our design drawings have been approved.
 27. Lightning protection or electrical grounding cables, unless noted otherwise in our proposal.
 28. Composite clean-up crew participation.
 29. Multiple cleaning iterations of installed materials
 30. Dust control
 31. Flagmen, street barriers, permits to close streets, etc.
 32. Task lighting
 33. Security of material, equipment, tools from theft.
 34. Gutters, drip shields, drain bodies, drain connections or any other types of drainage items within or below the stadia system.
 35. Drop panels, sub-roofs, or closure material at thresholds between our work and the work of others, not shown on the contract drawings.
 36. Flashing, or other joint or closure material, at thresholds between our work and the work of others, not shown on the contract drawings.
 37. Trim, closure, or other material necessary around the penetration of the building columns through the stadia / loge areas.
 38. Vertical closure at egress stairs and/or ramps, below the tread support channels
 39. Riser Closure / Skirting unless noted in scope of work.
 40. Fencing below the grandstand unless noted in scope of work
 41. Fencing or railing system not attached to stadia (unless specifically included in scope of work).
 42. Embedded steel in concrete or other work provided by others.
 43. Anchor bolt material or templates for work not specified by Toadvine Enterprises
 44. Fire protection, firestopping or fire rating for any provided materials

FOUNDATION/CONCRETE ITEMS

45. Site Clearing
46. Over excavation of foundations.
47. Rock excavation.
48. Off-site removal of spoils.
49. Landscaping.
50. Storm drainage and culverts.
51. Gravel backfills.
52. Caulking.
53. Waterproofing.
54. Baseline layout.
55. Cold weather protection.
56. Epoxy rebar.
57. Geo grid.
58. Trench drains.
59. Electrical vaults.
60. Pipe supports and bollards.

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61. Remediation for unsuitable soils. I.e... Flowable fill, etc.
62. Riprap and geotextile purchase and installation.
63. All pumping, diversion, dewatering of areas.
64. Concrete pumping due to poor site conditions.
65. Foundations or other concrete work.
66. Baseplate grouting.
67. Shoring for slabs on metal deck.

BID CLARIFICATIONS

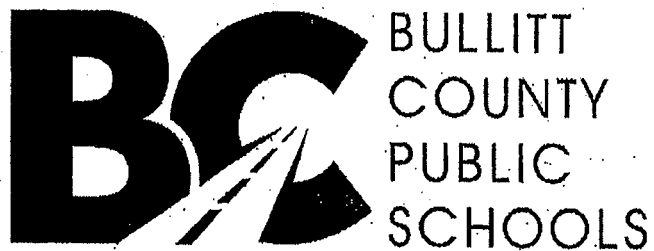
1. Our proposal, in its entirety, is a required attachment to any agreement to any contract document executed on this project, and in the event of a discrepancy between the project documents and this proposal, our proposal shall govern.
2. Toadvine Enterprises is a participant in the coordination with other trades. It is beyond our scope to facilitate coordination and make sure all parties are coordinated.
3. Client will provide timely review and response to questions and submittals to allow the schedule to proceed without delay. Generally, (5) working days for RFI's and (10) working days for submittal review, unless noted otherwise
4. Contract agreement must allow for billing and receiving payment for stored materials.
5. Final code compliance is determined by the local code official. Toadvine Enterprises will exercise the Standard of Care to comply with applicable laws and codes in effect at the time the services are performed hereunder. If changes arise during construction due to differing code interpretations, Toadvine Enterprises shall not be held liable. Toadvine Enterprises will incorporate any comments received from local code officials during drawing review. We shall not be responsible for the cost or time impacts to our work imposed by interpretations or changes to our work by local code officials.
6. Architectural code compliance to be the responsibility of the project Architect.
7. Our proposal includes a structurally sound design but does not include responsibility for ensuring local code compliance or identifying code compliance errors provided to us in the Subcontract Documents.
8. Toadvine Enterprises must have clear and timely access for equipment, deliveries, and personnel as needed on the construction site.
9. Market pricing of Steel and Aluminum raw material based on award within 60 days of bid submittal (price subject to Nucor/LME or similar market pricing rate changes if not awarded within 60 days).
10. We will examine and compare the drawings, specifications, other Subcontract Documents, and information furnished relative to our work. Such examination and comparison shall be solely for the purpose of facilitating our work and not for the discovery of errors, inconsistencies, or omissions, in the Subcontract Documents, not for ascertaining if the Subcontract Documents are in accordance with laws. We will not have liability for errors, omissions, or inconsistencies discovered therein.
11. We shall rely upon the accuracy of environmental, subsurface, soil reports and investigations provided by the CM/GC, Owner, or other third party. We shall not be responsible for verifying the accuracy of those documents. We shall not be responsible for information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations.

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12. We shall not be responsible for investigating or verifying that work by others, necessary for the connection of our scope items, has been built in accordance with the contract documents.
 13. Our proposal is based on all aesthetics as prescribed/specified in the Subcontract Documents by the architect or designer of record as of the date of this proposal. Changes to aesthetic aspects of the project will entail an equitable contract adjustment. We shall not be liable for subjective, sole responsible decision making by customer or other third parties regarding aesthetics.

 14. The completeness, timeliness, and quality of Toadvine Enterprise's work will be evaluated based on standards and specifications included in the Subcontract Documents, instead of a subjective evaluation by Owner, Architect, or any other party.
 15. Our proposal does not include verification of field measurements after our drawings have been approved. Should Toadvine Enterprises be required to field verify existing conditions prior to work commencing, Toadvine Enterprises shall be entitled to additional time and/or compensation to adjust our work if non-conforming conditions are found which deviate from the Subcontract Documents and/or the Approved Drawings
 16. Non-prevailing wage rates are assumed
 17. Proposal assumes a builder's risk insurance policy will be provided by owner or CM
 18. One, single, final cleaning of installed materials at the time of substantial completion of our scope of work.
 19. If the Subcontract Documents specify that we are responsible for the design of a particular system or component for Project incorporation, then all design and performance criteria shall be specified. We shall not be responsible for the adequacy of such performance and design criteria.
 20. We shall not be held liable for damages from impacts to project schedules due to resolving undefined or incomplete contract document details during manufacturing or construction. In addition, Toadvine Enterprises shall not have payments withheld for schedule impacts from completing our delegated design scope responsibilities.
 21. Our proposal is based on our existing insurance coverage, which includes professional liability with qualified language regarding delegated design.
 22. Product limitations: Specs cannot exceed manufactured product limitations and pricing is based on reference standards including but not limited to: ASTM, AISC, ICC reports, Aluminum Design Manual, GANA, NAAMM, ACI, ANSI, PCI.



**BULLITT
COUNTY
PUBLIC
SCHOOLS**

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

MEMO

TO: Dr. Jesse Bacon, Superintendent *JB*
FROM: Troy Wood, Chief Operations Officer *T. Wood*
Date: June 14, 2024
RE: Approval Toadvine Cooperative Purchase Agreement

Approved by the
Bullitt County
Board of Education
Date: *6-17-24*

We are seeking Board approval to enter into a Cooperative Purchase Agreement with Toadvine Enterprises to provide installation of bleacher seating and press boxes at Bullitt East, North Bullitt, and Bullitt Central high schools. The scope of work will include materials and installation of A-frame bleacher seating, VIP chair seating, and prefabricated press boxes at the baseball and softball fields.

Once approved, Cate Ward, Architect with Studio Kremer Architects will provide all construction documents related to this project following KDE Requirements for Cooperative Purchase Agreements. Toadvine will review the General Construction Bid Packages 1 for the Baseball and Softball Field general construction and finalize their contract for Board Approval at the July 19th Board Meeting.

Attachments to this memo include a Preliminary Proposal from Toadvine Enterprises.

I recommend that the Board approve the items above.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

INDEX TO SPECIFICATIONS

**PHASE II ATHLETICS – BASEBALL AND SOFTBALL FIELD IMPROVEMENTS
COOPERATIVE PURCHASE AGREEMENT – BLEACHER SYSTEMS
BULLITT CENTRAL, NORTH BULLITT AND BULLITT EAST HIGH SCHOOLS
BULLITT COUNTY PUBLIC SCHOOLS
Bullitt County, Kentucky**

INDEX TO SPECIFICATIONS

1. Cooperative Purchase Unit Prices – Dant Clayton Unit Prices
2. Toadvine Enterprises / Vine & Branch, LLC Proposal for Materials to Bullitt County Public Schools
 - a. BCPS Board Approved Notice to Proceed – 6-17-2024
3. KDE Non-Collusion Affidavit – Toadvine Enterprises
4. General Conditions of the Contract for Construction AIA A201-2007
 - a. Supplementary Conditions to General Conditions of the Contract for Construction AIA A201-2007
5. Standard Form of Agreement Between Owner and Contractor AIA A101-2007, KDE Version (Unexecuted Copy)
 - a. Terms of Agreement Between Owner and Contractor (AIA A101-2007, KDE Version)
6. Performance Bond & Payment Bond AIA A312-2010 (Sample)
7. AIA G702 – Application and Certificate for Payment (Sample)
8. AIA G706 – Contractor’s Affidavit of Payment of Debts and Claims (Sample)
9. AIA G706A – Contractor’s Affidavit of Release of Liens (Sample)
10. AIA G707 – Consent of Surety of Final Payment (Sample)
11. KDE Purchase Order Summary (Sample)
 - a. KDE FACPAC Purchase Order Form
12. General Notes to Contractors
13. Contractor Safety

DIVISION 01 – GENERAL REQUIREMENTS

- Section 01 02 50 – Measurement and Payment
01 04 00 – Project Coordination
01 17 00 – Storage, Protection, & Safety
01 20 00 – Project Meetings
01 30 00 – Submittals
01 34 00 – Shop Drawings, Product Data, and Samples
01 40 00 – Quality Control
01 50 00 – Temporary Facilities
01 70 00 – Contract Closeout
01 71 00 – Cleaning
01 78 00 – Project Record Documents
01 79 00 – Demonstration & Training

DIVISION 13 – SPECIAL CONSTRUCTION

- Section 13 12 50 – Grandstand Seating System

LIST OF DRAWINGS:

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- G00 BP1 - BID PACKAGE 1 - COVER SHEET
- G01 BCS - PROJECT PHASING & EXISTING BUILDING SCOPE - BULLITT CENTRAL
- G11 BEIS - PROJECT PHASING & EXISTING BUILDING SCOPE - BULLITT EAST
- G1A1 NBHS - PROJECT PHASING & EXISTING BUILDING SCOPE - NORTH BULLITT

CIVIL

- C021 - ATHLETIC FIELDS - NOTES
- C023 BCSH - BULLITT CENTRAL - EPGC PLAN
- C028 - BEIS - ENDORSEMENT CONTROL PLAN, BASEBALL & SOFTBALL BULLITT EAST HIGH SCHOOL
- C027 NBHS - NORTH BULLITT - EPGC PLAN
- C029 BCSH - ATHLETIC FIELDS - EPGC DETAILS
- C032 BCSH - ATHLETIC FIELDS - EPGC DETAILS
- C010 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - DEMO & TREE PAD PLAN
- C0120 - BEIS - DEMOLITION PLAN, BASEBALL/SOFTBALL FIELDS BULLITT EAST HIGH SCHOOL
- C0120 NBHS - NORTH BULLITT - DEMOLITION AND TREE PROTECTION PLAN
- C1.10 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - LAYOUT PLAN
- C1.11 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - LAYOUT PLAN
- C1.12 BCSH - BULLITT CENTRAL - LAYOUT PLAN
- C1.20 BCSH - BULLITT CENTRAL - GRADING PLAN
- C1.21 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - GRADING PLAN
- C1.22 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - DRAINAGE & UTILITY PLAN
- C1.20 - BEIS - SITE LAYOUT BASEBALL & SOFTBALL BULLITT EAST HIGH SCHOOL
- C1.23 - BEIS - STORM & UTILITY PLAN, BASEBALL/SOFTBALL BULLITT EAST HIGH SCHOOL
- C1.24 - BEIS - SITE LAYOUT BASEBALL & SOFTBALL BULLITT EAST HIGH SCHOOL
- C1.42 - BASEBALL/SOFTBALL SUBGRADE & DRAIN DETAILS BULLITT EAST HIGH SCHOOL
- C1.44 - BASEBALL/SOFTBALL SITE STORM DETAILS BULLITT EAST HIGH SCHOOL
- C1.46 - BULLITT EAST HIGH SCHOOL, BASEBALL/SOFTBALL UNDERGROUND DETENTION DETAILS
- C1.48 - BASEBALL/SOFTBALL UNDERGROUND DETENTION DETAILS BULLITT EAST HIGH SCHOOL
- C1.50 NBHS - NORTH BULLITT - OVERALL LAYOUT PLAN
- C1.51 NBHS - NORTH BULLITT - LAYOUT PLAN
- C1.52 NBHS - NORTH BULLITT - LAYOUT PLAN
- C1.53 NBHS - NORTH BULLITT - ALTERNATE 1
- C1.60 NBHS - NORTH BULLITT - GRADING PLAN
- C1.61 NBHS - NORTH BULLITT - GRADING PLAN
- C1.62 NBHS - NORTH BULLITT - GRADING PLAN
- C1.64 NBHS - NORTH BULLITT - DRAINAGE AND UTILITIES PLAN
- C1.65 NBHS - NORTH BULLITT - DRAINAGE AND UTILITIES PLAN
- C1.66 NBHS - NORTH BULLITT - DRAINAGE AND UTILITIES PLAN
- C1.18 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - DRAINAGE & UTILITY PLAN
- C1.11 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - DRAINAGE & UTILITY PLAN
- C1.12 BCSH - BULLITT CENTRAL ATHLETIC FIELDS - DRAINAGE & UTILITY PLAN
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- C1.51 NBHS - NORTH BULLITT - PIPE PROFILES
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- C1.54 NBHS - NORTH BULLITT - PIPE PROFILES
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- L1.21 BCSH - BULLITT CENTRAL - PLANTING PLAN
- L1.30 BEIS - BULLITT EAST FIELD - LAYOUT PLAN
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- L1.50 NBHS - NORTH BULLITT - OVERALL PLANTING LAYOUT PLAN
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- L500 - ATHLETIC FIELDS - DETAILS
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- A1.41.1 BCSH - BASEBALL/SOFTBALL FIELD BUILDING REF. CEILING PLAN - BULLITT
- A1.42 BCSH - BASEBALL/SOFTBALL FIELD BUILDING BUILDING ELEVATIONS & SECTIONS
- A1.44 BCSH - BASEBALL FIELD BLEACHER PLANS & BACKSTOP
- A1.45 BCSH - SOFTBALL FIELD BLEACHER PLANS & BACKSTOP
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- A1.51.1 BEIS - BASEBALL/SOFTBALL FIELD BUILDING REF. CEILING PLAN - BULLITT EAST
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- A1.54 BEIS - SOFTBALL FIELD BLEACHER PLAN & BACKSTOP - BULLITT CENTRAL &
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- A1.41.1 NBHS - BASEBALL/SOFTBALL FIELD BUILDING REF. NORTH BULLITT
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- A1.51.1 NBHS - BASEBALL/SOFTBALL FIELD BUILDING BUILDING ELEVATIONS - NORTH
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- A5.40 - DETAILS
- A8.00 - DOOR SCHEDULE AND ACCESS CONTROL PLANS - ALL BUILDINGS
- A8.01 - DOOR WINDOW AND FRAME TYPES & DETAILS

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- P1.01 - PLUMBING SCHEDULES & DETAILS
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- E0.11 BCSH - PARTIAL SITE UTILITY PLAN - BASEBALL/SOFTBALL DEMO NORTH
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- E0.13 BCSH - PARTIAL SITE UTILITY PLAN - BASEBALL/SOFTBALL NORTH
- E0.20 BEIS - PARTIAL SITE UTILITY PLAN - BASEBALL/SOFTBALL DEMO SOUTH
- E0.21 BEIS - PARTIAL SITE UTILITY PLAN - BASEBALL/SOFTBALL DEMO NORTH
- E0.22 BEIS - PARTIAL SITE UTILITY PLAN - BASEBALL/SOFTBALL SOUTH
- E0.23 BEIS - PARTIAL SITE UTILITY PLAN - BASEBALL/SOFTBALL NORTH
- E0.30 NBHS - PARTIAL SITE UTILITY PLAN - BASEBALL/SOFTBALL DEMO SOUTH
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- E2.06 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
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- E2.11 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
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- E2.22 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
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- E2.30 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
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- E2.32 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.33 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.34 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.35 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.36 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.37 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.38 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
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- E2.40 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
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- E2.43 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
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- E2.46 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.47 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.48 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.49 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.50 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.51 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.52 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.53 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.54 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.55 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.56 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.57 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.58 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.59 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.60 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.61 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.62 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.63 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.64 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.65 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.66 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.67 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.68 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.69 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.70 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.71 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.72 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.73 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.74 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.75 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.76 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.77 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.78 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.79 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.80 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.81 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.82 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.83 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.84 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.85 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.86 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.87 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.88 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.89 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.90 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.91 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.92 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.93 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.94 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.95 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.96 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.97 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E2.98 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS
- E2.99 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - LIGHTING
- E3.00 BEIS - BULLITT EAST - BASEBALL/SOFTBALL - POWER SYSTEMS

CONSTRUCTION DOCUMENTS - ISSUED FOR BID



BID PACKAGE 1 - COVER SHEET

BCPS HIGH SCHOOL BASEBALL/SOFTBALL
 BULLITT CENTRAL & EAST
 NORTH BULLITT
 SCHEDULED FOR CONSTRUCTION & RENOVATION

BCN 24-102

DATE: 08/28/2024
 DRAWN BY: CHM
 CHECKED BY: MGA
 REVISIONS:

2023-50

GO.0
 BP1

Client#: 1987031

TOADVENT2

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-CL 435 N. Whittington Parkway, STE 250 Louisville, KY 40222	CONTACT NAME: Taylor Tipton	
	PHONE (A/C, No, Ext): 800-866-1026	FAX (A/C, No): 855-209-1246
E-MAIL ADDRESS: Taylor.Tipton@usi.com		
INSURED Toadvine Enterprises, Inc. 14800 Taylorsville Road Fishersville, KY 40023		INSURER(S) AFFORDING COVERAGE
		INSURER A: State Automobile Mutual Insurance Co.
		INSURER B: Insurance Company of the West
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
		NAIC # 25135 27847

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	ADDSUBR INSR WVD	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		10152042CP	10/18/2023	10/18/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		10152043CA	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		10152044CU	10/18/2023	10/18/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WPH506799901	10/18/2023	10/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Installation Fltr		10152042CP	10/18/2023	10/18/2024	\$1,000,000/\$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability Policy includes Additional Insured Status where required by written contract
 30 Notice of Cancellation included
 30 day Notice of Cancellation applies

CERTIFICATE HOLDER **CANCELLATION**

Bullitt County Schools 1040 Highway 44 East Shepherdsville, KY 40165	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
--	---

Client#: 1987031

TOADVENT2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-CL 435 N. Whittington Parkway, STE 250 Louisville, KY 40222		CONTACT NAME: Taylor Tipton PHONE (A/C, No, Ext): 800-866-1026 E-MAIL ADDRESS: Taylor.Tipton@usi.com FAX (A/C, No): 855-209-1246	
INSURED Vine & Branch, LLC 14800 Taylorsville Road Fishersville, KY 40023		INSURER(S) AFFORDING COVERAGE INSURER A: State Automobile Mutual Insurance Co. 25135 INSURER B: Insurance Company of the West 27847 INSURER C: 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 SUBR INSR WVD	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		10152042CP	10/18/2023	10/18/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		10152043CA	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		10152044CU	10/18/2023	10/18/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WPH506799401	10/18/2023	10/18/2024	PER STATUTE 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
A	Installation Fltr		10152042CP	10/18/2023	10/18/2024	\$1,000,000/\$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability Policy includes Additional Insured Status where required by written contract
30 Day Notice of Cancellation included

CERTIFICATE HOLDER Bullitt County Schools 1040 Highway 44 East Shepherdsville, KY 40165	CANCELLATION 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
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Kentucky Department of Education Version of **AIA** Document A312™ – 2010

Performance Bond and Payment Bond



KENTUCKY DEPARTMENT OF
EDUCATION
Every Child Proficient and Prepared for SUCCESS

This version of AIA Document A312™–2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312–2010 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.

Cite this document as "AIA Document A312™–2010, Performance Bond and Payment Bond— KDE Version," or "AIA Document A312™–2010 — KDE Version."

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

Performance Bond

Bond #268015255

CONTRACTOR:

(Name, legal status and address)

Toadvine Enterprises
P.O. Box 190
Fishersville, KY 40023

SURETY:

(Name, legal status and principal place
of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Bullitt County Public Schools
1040 HWY KY 44 East
Shepherdsville, KY 40165

CONSTRUCTION CONTRACT

Date: July 22, 2024

Amount: \$1,134,534.00 One Million, One Hundred Thirty-Four Thousand,
Five Hundred Thirty-Four Dollars and 00/100

Description:

(Name and location)

High School Football Stadiums - Bullitt Central, North Bullitt and Bullitt East

BOND

Date: July 22, 2024

(Not earlier than Construction Contract Date)

Amount: \$1,134,534.00 One Million, One Hundred Thirty-Four Thousand,
Five Hundred Thirty-Four Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Toadvine Enterprises (Corporate Seal)

Signature:

Name Chris Tolley, COO
and Title:

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

SURETY

Company: The Ohio Casualty Insurance Company (Corporate Seal)

Signature:

Name Erica Thomas
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services LLC
435 N. Whittington Parkway, Ste 250
Louisville, KY 40222
(502) 815-5200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Studio Kremer Architects
1231 S. Shelby Street
Louisville, KY 40203

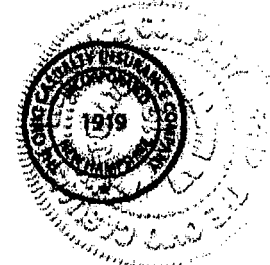


This version of AIA Document A312-2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document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



Int.

§ 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

SURETY

Company:

(Corporate Seal)

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 #268015255

CONTRACTOR:

(Name, legal status and address)

Toadvine Enterprises
P.O. Box 190
Fishersville, KY 40023

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Bullitt County Public Schools
1040 HWY KY 44 East
Shepherdsville, KY 40165

CONSTRUCTION CONTRACT

Date: July 22, 2024

Amount: \$1,134,534.00 One Million, One Hundred Thirty-Four Thousand, Five Hundred Thirty-Four Dollars and 00/100

Description:

(Name and location)

High School Football Stadiums – Bullitt Central, North Bullitt and Bullitt East

BOND

Date: July 22, 2024

(Not earlier than Construction Contract Date)

Amount: \$1,134,534.00 One Million, One Hundred Thirty-Four Thousand, Five Hundred Thirty-Four Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Toadvine Enterprises

Signature:

Name: Chris Tolley, COO

and Title:

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

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Name: Erica Thomas

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

USI Insurance Services LLC
435 N. Whittington Parkway, Ste 250
Louisville, KY 40222
(502) 815-5200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Studio Kremer Architects
1231 S. Shelby Street
Louisville, KY 40203

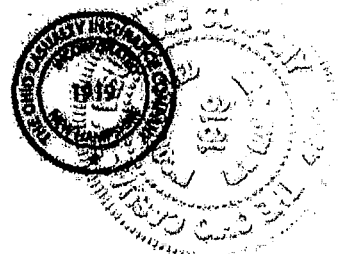


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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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.



Int.

§ 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: _____

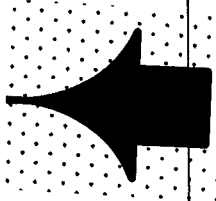
Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Erica Thomas all of the city of Louisville, state of KY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Toadvine Enterprises
Obligee Name: Bullitt County Public Schools
Surety Bond Number: 268015255 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of July, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number: 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

Performance Bond and Payment Bond



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Cite this document as "AIA Document A312™–2010, Performance Bond and Payment Bond— KDE Version," or "AIA Document A312™–2010 — KDE Version."

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

Performance Bond

Bond #014248390

CONTRACTOR:

(Name, legal status and address)

Vine & Branch
P.O. Box 188
Fishersville, KY 40023

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Bullitt County Public Schools
1040 HWY KY 44 East
Shepherdsville, KY 40165

CONSTRUCTION CONTRACT

Date: July 22, 2024

Amount: \$210,315.00 Two Hundred Ten Thousand, Three Hundred Fifteen Dollars and 00/100

Description:

(Name and location)

High School Football Stadiums - Bullitt Central, North Bullitt and Bullitt East

BOND

Date: July 22, 2024

(Not earlier than Construction Contract Date)

Amount: \$210,315.00 Two Hundred Ten Thousand, Three Hundred Fifteen Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Vine & Branch (Corporate Seal)

Signature: _____

Name: Chris Tolley, COO
and Title:

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

SURETY

Company: The Ohio Casualty Insurance Company (Corporate Seal)

Signature: _____

Name: Erica Thomas
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

USI Insurance Services LLC
9435 N. Whittington Parkway, Ste 250
Louisville, KY 40222
(502) 815-5200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Studio Kremer Architects
1231 S. Shelby Street
Louisville, KY 40203

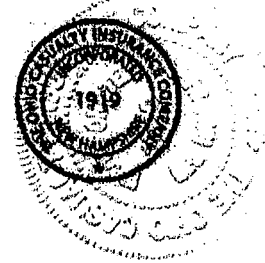


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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.



Int.

§ 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

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

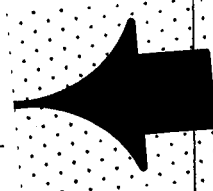
Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____



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

Payment Bond

Bond #014248390

CONTRACTOR:

(Name, legal status and address)

Vine & Branch
P.O. Box 188
Fishersville, KY 40023

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Bullitt County Public Schools
1040 HWY KY 44 East
Shepherdsville, KY 40165

CONSTRUCTION CONTRACT

Date: July 22, 2024

Amount: \$210,315.00 Two Hundred Ten Thousand, Three Hundred Fifteen Dollars and 00/100

Description:

(Name and location)

High School Football Stadiums – Bullitt Central, North Bullitt and Bullitt East

BOND

Date: July 22, 2024

(Not earlier than Construction Contract Date)

Amount: \$210,315.00 Two Hundred Ten Thousand, Three Hundred Fifteen Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Vine & Branch

Signature:

Name Chris Tolley, COO

and Title:

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

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Name Erica Thomas

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services LLC
435 N. Whittington Parkway, Ste 250
Louisville, KY 40222
(502) 815-5200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Studio Kremer Architects
1231 S. Shelby Street
Louisville, KY 40203

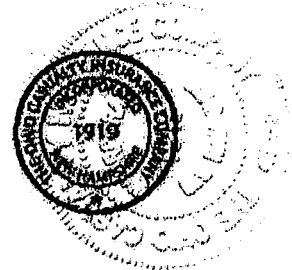


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Int.

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§ 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: _____

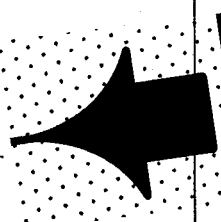
Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Erica Thomas all of the city of Louisville, state of KY, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vine & Branch, LLC
Obligee Name: Bullitt County Public Schools
Surety Bond Number: Q14248390 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of July, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number: 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect, reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.