


JESSE BACON, SUPERINTENDENT

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

MEMO

TO: Dr. Jesse Bacon, Superintendent 

FROM: Tony Roth, Construction Inspector **Tony**

Date: September 6, 2024

RE: Request to Approve Bid Package No 4 Technology

I am requesting to approve the contract with Kentuckiana Electrical Services for Bid Package No 4 for Technology construction in the North Bullitt Field House. The base bid for the contract is \$293,750.00.

I recommend approval of this request.



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-Sixth day of August
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 Board of Education

1040 KY Hwy 44 East

Shepherdsville, Kentucky 40165

Telephone Number (502) 869-8000

and the Contractor:

(Name, legal status, address and other information)

Kentuckiana Electrical Services, LLC

165 Salt Well Court

Shepherdsville, KY 40165

for the following Project:

(Name, location and detailed description)

Bid Package #4: Technology

Phase II Athletics - Field House

North Bullitt High Schools

Project scope includes the installation of the Technology and A/V systems for the North Bullitt High School Field House, Only. The Bullitt Central and Bullitt East Field Houses are excluded from this Agreement.

Work will run concurrent with two other Bid Packages: Bid Package #2 – General Construction and Bid Package #3 – Building Automation and Temperature Control.

The Architect:

(Name, legal status, address and other information)

Studio Kremer Architects, Inc.

1231 S Shelby Street

Louisville, Kentucky 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.

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
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- 4 CONTRACT SUM
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)
 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	November 1, 2025
Pending BP2 General Construction Schedule	

, 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 per Day up to a cap of 10% of the Contract Value (\$9,792.00) (\$ 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 Ninety-Seven Thousand, Nine Hundred and Sixteen Dollars and Sixty-Seven Cents. (\$ 97,916.67), subject to additions and deductions as provided in the Contract Documents.

(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)

	Amount
Base Bid	\$ 97,916.67
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 97,916.67
Sum of Owner's direct Purchase Orders	\$ 0.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 97,916.67

§ 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.)
 N/A

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.)

Refer to the Form of Proposal "Unit Prices" list attached to this Agreement.

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.)

N/A

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:

§ 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.

Retainage shall not be reduced to below two percent (2%) until punch is 100% complete and Owner and Architect 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.)

Init.

§ 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)

Keith Joseph, Vice President
Kentuckiana Electrical Services, LLC
165 Salt Well Court
Shepherdsville, KY 40165

Init.

§ 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	June 24, 2024	Inclusive
Div. 1 Specifications	General Requirements	June 24, 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 - Work documented for the North Bullitt Field House is highlighted on the attached Drawing Index.

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

§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
Addendum No.1	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 E201TM-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.

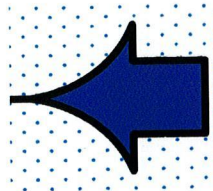
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Type of Insurance or Bond

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

Limit of Liability or Bond Amount (\$0.00)

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



OWNER (Signature)

(Printed name and title)

Keith Joseph

CONTRACTOR (Signature)

Keith Joseph Vice President

(Printed name and title)

Init.

Cate Noble Ward

From: Keith Joseph <keith@keslou.com>
Sent: Wednesday, August 14, 2024 7:14 AM
To: Cate Noble Ward; Bacon, Jesse
Cc: Wood, Troy; Clemens, DANNY; Jeremy Lewis; Ryan Harvey
Subject: RE: Bullitt County Decision - Award of BP4 North Bullitt Field House to KES
Attachments: Bullitt County Board of Education COI.pdf

Cate,

Sounds great!

- 1.) May I proceed with an AIA Contract Draft in the amount of **\$ 97,916,67** for the Construction of North Bullitt's Field House? **Yes contract amount is good.**
 - a. I will need DPO values from your team once you know them – right now I just need to know the total contract value to start an Agreement. If there will be no DPOs, please confirm that here. **No DPO's on this one.**
- 2.) We need KES's COI's with Bullitt County named as insured. **Attached.**
- 3.) We will request a P&P bond after award of Contract – if your bonding company provides a Bond ahead of Contract, please send that my way for attachment to the contract. **Once I get the contract my bonding company will write the P&P bond.**

If you need anything else, please let me know.

Looking forward to another project with your team!

Thank you,



Keith Joseph

Vice President

Phone: 502-583-8003

Mobile: 502-537-4022

Email: keith@keslou.com

P.O Box 19889
Louisville, KY 40259

www.keslou.com

From: Cate Noble Ward <Cate@studiokremer.com>

Sent: Wednesday, August 14, 2024 6:41 AM

To: Keith Joseph <keith@keslou.com>; Bacon, Jesse <jesse.bacon@bullitt.kyschools.us>

Cc: Wood, Troy <troy.wood@bullitt.kyschools.us>; Clemens, DANNY <danny.clemens@bullitt.kyschools.us>; Jeremy Lewis <JLewis@cmta.com>; Ryan Harvey <RHarvey@cmta.com>

Subject: Bullitt County Decision - Award of BP4 North Bullitt Field House to KES

Good Morning, Keith,

The Bullitt County Board has decided to move forward with the construction of one of the three field houses in Bullitt County and will award a prorated Contract to KES for Technology. I will be working with you this week to prepare a Contract for the August 26th Board Meeting.

- 1.) May I proceed with an AIA Contract Draft in the amount of **\$ 97,916,67** for the Construction of North Bullitt's Field House?
 - a. I will need DPO values from your team once you know them – right now I just need to know the total contract value to start an Agreement. If there will be no DPOs, please confirm that here.
- 2.) We need KES's COI's with Bullitt County named as insured.
- 3.) We will request a P&P bond after award of Contract – if your bonding company provides a Bond ahead of Contract, please send that my way for attachment to the contract.

We are very excited to move forward on the Field Houses as designed and continue to work with KES!

Thank you,

Cate Noble Ward, AIA, LEED AP

Architect | Partner



studio **kremer** architects

1231 S Shelby St, Louisville KY 40203

TEL 502.499.1100 x2583

FAX 502.499.1101

studiokremer.com

UNIT PRICES:

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices with the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	CAT 6E, installed (assumes pathway provided by electrical contractor in separate bid)	\$2.06	L.F.
2.	CAT 6E outdoor/underground cable, installed (assumes pathway provided by electrical contractor in separate bid)	\$2.26	L.F.
3.	6 Strand, 9 Micron OS2 Loose Tube fiber, installed (this contractor will provide the innerduct if used)	\$7.18	L.F.
4.	CAT 6A, installed (assumes pathway provided by electrical contractor in separate bid)	\$2.59	L.F.
5.			
6.			
7.			
8.			
9.			
10.			

Phase II Athletics
Bullitt County Public Schools
FIELD HOUSES
BID PACKAGE 4: TECHNOLOGY

Shepherdsville, Mt Washington and Hebron, Kentucky
SKA# 2023-50 | BG-1# 24-192

BIDDING REQUIREMENTS

Section	00 01 00	Invitation to Bid
		Instructions to Bidders AIA A701 – 1997 – KDE Version (SAMPLE)
	00 20 00	Supplemental Instructions to Bidders
		KDE Form of Proposal
		Attachment A (<i>Form of Proposal</i>) – Contractor Acknowledgment of Compliance
		Attachment B (<i>Form of Proposal</i>) – BCPS Scoring Rubric
	00 40 00	General Notes to Contractor
	00 50 00	Contractor Safety
		Bullitt County Public Schools - New Construction & Renovation Design Guidelines

CONTRACT FORMS

Section		Standard Form of Agreement Between Owner and Contractor AIA A101 – 2007 – KDE Version (SAMPLE)
	00 60 00	Terms of the Agreement Between Owner and Contractor
		General Conditions of the Contract for Construction AIA A201 – 2007 – KDE Version (SAMPLE)
	00 70 00	Supplementary Conditions to General Conditions of the Contract for Construction
		KDE Purchase Order Summary Form (SAMPLE)
		KDE Purchase Order Form (SAMPLE)
		Performance Bond & Payment Bond AIA A312 – 2010 – KDE Version (SAMPLE)

DIVISION 01 – GENERAL REQUIREMENTS

Section	01 01 10	Summary of the Work
	01 02 50	Measurement and Payment
	01 04 00	Project Coordination
	01 17 00	Storage, Protection, and Safety
	01 20 00	Project Meetings
	01 22 00	Unit Prices
	01 30 00	Submittals
	01 34 00	Shop Drawings, Product Data, and Samples
	01 40 00	Quality Control
	01 50 00	Temporary Facilities
	01 63 00	Substitutions
	01 70 00	Contract Closeout
	01 73 29	Cutting & Patching
	01 78 00	Project Record Documents
	01 79 00	Demonstration & Training

DIVISION 26 – ELECTRICAL

Section	26 05 00	General Provisions
	26 05 01	Scope of the Electrical Work
	26 05 02	Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools
	26 05 05	Coordination among Trades, Systems Interfacing and Connection of Equipment Furnished by Others

DIVISION 27 – COMMUNICATION

Section	27 06 10	Data/Voice System
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END OF INDEX

LIST OF DRAWINGS:

GENERAL TECHNOLOGY

GT.00 BP4 BID PACKAGE NO. 4 - FIELD HOUSE TECHNOLOGY - COVER

TECHNOLOGY

T1.00 FIELD HOUSE FLOOR PLAN - TECHNOLOGY LEGEND

~~T1.11 BCPS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 1 - TECHNOLOGY~~

~~T1.12 BCPS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 2 - TECHNOLOGY~~

~~T1.21 BCPS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 1 - TECHNOLOGY~~

~~T1.22 BCPS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 2 - TECHNOLOGY~~

T1.31 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 1 - TECHNOLOGY

T1.32 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 2 - TECHNOLOGY

T3.0 Electrical Details

T3.1 Electrical Details

T3.2 Electrical Details

Highlighted Drawings Indicate Scope covered by this Agreement with KES for BP4 North Bullitt Field House Technology and A/V Systems

Catherine M. Ward

Drawings that document the Bullitt East and Bullitt Central Field Houses have been struck from the Drawing Index Attachment. The field houses at Bullitt Central and Bullitt East High Schools are not included in this Contract.

CONSTRUCTION DOCUMENTS - ISSUED FOR BID



BID PACKAGE NO. 4 - FIELD HOUSE TECHNOLOGY - COVER

BCPS HIGH SCHOOL FIELD HOUSES
BULLITT COUNTY PUBLIC SCHOOLS
SHEPHERDSVILLE, MT WASHINGTON & HEBRON, KENTUCKY

BC# 24-192

DATE : 06.24.2024
DRAWN BY : CNW
CHECKED BY : SKA
REVISIONS :

2023-50

**GT.00
BP4**

BG No. 24-192

Date: 7/19/2024 To: (Owner): Bullitt County Public Schools

Project Name: Phase II Athletics - Field Houses

Bid Package No.4
Technology

City, County: Bullitt County, Kentucky

Name of Contractor:
Kentuckiana Electrical Services

Mailing Address:
PO Box 19889 Louisville, KY 40259

Business Address: 165 Salt Well Ct. Shepherdsville, KY 40165 Telephone: 502-583-8003

Fax: _____

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

Addendum 1, 2, and 3. (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID: For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$293,750.00

Use Figures

Two Hundred and Ninety Three Thousand Seven Hundred and Fifty Dollars & Zero Cents

Use Words

Use Words

ALTERNATE BIDS: (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
None				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

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

LIST OF PROPOSED SUBCONTRACTORS:

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

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

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

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

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

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Low Voltage Cabling	Delta Services
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers with the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled-out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled-out by the Contractor)	<u>MANUFACTURER</u> (to be filled-out by the Contractor)
1.	Data Voice Cabling	Delta Services	Prysmian Group (General Cable)
2.	Fiber Optic Cabling	Delta Services	Corning
3.	Patch Panels	Delta Services	Panduit
4.	Racks (2-post)	Delta Services	Panduit
5.	Terminations (faceplates and jacks)	Delta Services	Panduit
6.	Low Voltage Multi Pair Cabling	Delta Services	Prysmian Group (Genetal Cable)
7.	Telco Closet Cable Runway	Delta Services	Hoffman
8.			
9.			
10.			

UNIT PRICES:

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices with the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	CAT 6E, installed (assumes pathway provided by electrical contractor in separate bid)	\$2.06	L.F.
2.	CAT 6E outdoor/underground cable, installed (assumes pathway provided by electrical contractor in separate bid)	\$2.26	L.F.
3.	6 Strand, 9 Micron OS2 Loose Tube fiber, installed (this contractor will provide the innerduct if used)	\$7.18	L.F.
4.	CAT 6A, installed (assumes pathway provided by electrical contractor in separate bid)	\$2.59	L.F.
5.			
6.			
7.			
8.			
9.			
10.			

DIRECT MATERIAL PURCHASES:

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

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

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

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			
41.			
42.			
43.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
44.			
45.			
46.			
47.			
48.			
49.			
50.			

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

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

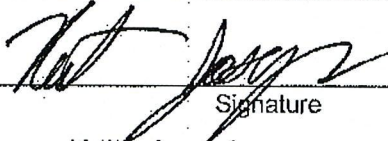
The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

Kentuckiana Electrical Services

NAME OF CONTRACTOR / BIDDER: _____

AUTHORIZED REPRESENTATIVE'S NAME: _____



Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): _____

Keith Joseph

AUTHORIZED REPRESENTATIVE'S TITLE: _____

Vice President

NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000, \$100,000. (change effective June 3, 2019.)

This form shall not be modified.



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Kentuckiana Electrical Services, LLC
165 Salt Well Court
Shepherdsville, KY 40165

SURETY:

(Name, legal status and principal place of business)
Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)
Bullitt County Public Schools
1040 Ilwy 44 East
Shepherdsville, KY 40165

BOND AMOUNT: \$ Five percent of the amount bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Bullitt County Phase II Athletics-Field Houses-Bid Package 4: Technology

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

init.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of July, 2024


(Witness)


(Witness) Andrea Cortes

Kentuckiana Electrical Services, LLC
(Contractor as Principal) (Seal)


(Title) VP

Ohio Casualty Insurance Company
(Surety) (Seal)


(Title) Andrew C. Windhorst, Jr., Attorney-In-Fact

Init.



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

Certificate No: 8209368-969222

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, Adam TERRY, Andrea Cortes, Andrew G. Windhorst, Jr., Andrew Q. Mucci, Christopher E. von Allmen, Elizabeth Dawson, Kevin H. Bowling, Ryan P. Mitchell, Thomas J. Mitchell, William A. Kantleiner, III, William A. Kantleiner, IV

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 27th day of January, 2023.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of January, 2023 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, Notary Public

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.

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 By-laws 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 19th day of July, 2024.



By: Renee C. Llewellyn, Assistant Secretary



Kentuckiana Electrical Services
Shepherdsville, KY
FIELD HOUSES - BID PACKAGE 4: TECHNOLOGY
7/19/2024 1:00 PM
Keith Joseph
keith@keslou.com

RECEIVED
12:50pm
JUL 19 2024
BY: *AK*

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

Performance Bond

Bond No. 82C238411

CONTRACTOR:

(Name, legal status and address)
Kentuckiana Electrical Services, LLC
PO Box 19889
Louisville, KY 40259

SURETY:

(Name, legal status and principal place
of business)
Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)
Bullitt County Public Schools Board of Education
1040 KY Hwy 44 East
Shepherdsville, KY 40165

CONSTRUCTION CONTRACT

Date: August 26, 2024

Amount: Ninety Seven Thousand Nine Hundred and Sixteen Dollars and Sixty-Seven Cents
(\$97,916.67)

Description:

(Name and location)
Big Package #4: Technology
Phase II Athletics-Field House
North Bullitt High Schools

BOND

Date: August 26, 2024

(Not earlier than Construction Contract Date)

Amount: Ninety Seven Thousand Nine Hundred and Sixteen Dollars and Sixty-Seven Cents
(\$97,916.67)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL


Company: (Corporate Seal)
Kentuckiana Electrical Services, LLC

Signature: 
Name: Keith Joseph
and Title: Vice President

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

SURETY

Company: (Corporate Seal)
Ohio Casualty Insurance Company

Signature: 
Name: Andrew G. Windhorst, Jr.
and Title: Attorney-in-Fact



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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.

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management
Services, LLC
1601 Alliant Avenue
Louisville, KY 40299
502-415-7000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Studio Kremer Architects, Inc.
1231 S. Shelby Street
Louisville, KY 40203

Init.

AIA Document A312™-2010 and Kentucky Department of Education Version of AIA Document A312™-2010. The American Institute of Architects. This document was created on _____ under license number _____ and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

Payment Bond

Bond No. 82C238411

CONTRACTOR:

(Name, legal status and address)
Kentuckiana Electrical Services, LLC
PO Box 19889
Louisville, KY 40259

SURETY:

(Name, legal status and principal place
of business)
Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431



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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.

OWNER:

(Name, legal status and address)
Bullitt County Public Schools Board of Education
1040 KY Hwy 44 East
Shepherdsville, KY 40165

CONSTRUCTION CONTRACT

Date: August 26, 2024

Amount: Ninety Seven Thousand Nine Hundred and Sixteen Dollars and Sixty-Seven Cents
(\$97,916.67)

Description:

(Name and location)
Big Package #4: Technology
Phase II Athletics-Field House
North Bullitt High Schools

BOND

Date: August 26, 2024
(Not earlier than Construction Contract Date)

Amount: Ninety Seven Thousand Nine Hundred and Sixteen Dollars and Sixty-Seven Cents
(\$97,916.67)

Modifications to this Bond: None See Section 18


CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Kentuckiana Electrical Services, LLC

SURETY

Company: (Corporate Seal)
Ohio Casualty Insurance Company

Signature: 
Name: Keith Joseph
and Title: Vice President

Signature: 
Name: Andrew G. Windhorst, Jr.
and Title: Attorney-In-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management
Services, LLC
1601 Alliant Avenue
Louisville, KY 40299
502-415-7000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Studio Kremer Architects, INC.
1231 S Shelby Street
Louisville, KY 40203

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

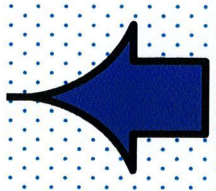
§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

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

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

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

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



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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.



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

Certificate No: 8209368-969222

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, Adam Terry; Andrea Cortes; Andrew G. Windhorst, Jr.; Andrew O. Mucci; Christopher E. von Allmen; Elizabeth Dawson; Kevin H. Bowling; Ryan P. Mitchell; Thomas J. Mitchell; William A. Kantlehner, III; William A. Kantlehner, IV

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 27th day of January, 2023.



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
County of MONTGOMERY ss

On this 27th day of January, 2023 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 26th day of August, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1601 Alliant Ave Louisville KY 40299	CONTACT NAME: Donna Hellinger PHONE (A/C, No, Ext): 502-415-7000 E-MAIL ADDRESS: Donna_Hellinger@ajg.com	FAX (A/C, No): 502-415-7001													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : EMCASCO Insurance Company</td> <td>21407</td> </tr> <tr> <td>INSURER B : Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER C : Kentucky AGC Self Insurers Fund</td> <td></td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : EMCASCO Insurance Company	21407	INSURER B : Employers Mutual Casualty Company	21415	INSURER C : Kentucky AGC Self Insurers Fund		INSURER D : Indian Harbor Insurance Company	36940	INSURER E :		INSURER F :
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INSURER D : Indian Harbor Insurance Company	36940														
INSURER E :															
INSURER F :															
INSURED Kentuckiana Electrical Services LLC P.O. Box 19889 Louisville KY 40259															

COVERAGES

CERTIFICATE NUMBER: 1005323655

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5D98897	1/29/2024	1/29/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5E98897	1/29/2024	1/29/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		5J98897	1/29/2024	1/29/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20420	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 4,500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 4,500,000
							E.L. DISEASE - POLICY LIMIT	\$ 4,500,000
B	Leased/Rented Equip			5C98897	1/29/2024	1/29/2025	Limit	\$500,000
B	Crime-Incl Client Coverage			5S98897	1/29/2024	1/29/2025	Limit	\$100,000
D	Professional and Pollution			PEC005418705	5/14/2024	5/14/2025	Limit/Aggregate	\$1,000,000

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

Re: North Bullitt Field House Technology package. Bullitt County Public Schools is included as Additional Insured regarding General Liability, Auto Liability & Umbrella, if required by contract.

CERTIFICATE HOLDER**CANCELLATION**

Bullitt County Public 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