



DEPARTMENT OF FACILITIES

DANNY CLEMENS, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: October 25, 2024
RE: Indoor Turf COOP for North Bullitt Field House – The Motz Group **DC**

Requested for approval is a contract with The Motz Group for provision of indoor turf at the North Bullitt Field House,

*Attached paperwork is listed below with **action items** noted for each:*

- *Attachment 1 - Exhibit A - Bullitt County Indoor - 6.11.2024*
- *Attachment 2 – BP2 - Project Manual Index (This COOP is for work performed in BP2 – that is why this document is attached to the Agreement)*
- *Attachment 3 – BP2 - Drawing Index (This COOP is for work performed in BP2 – that is why this document is attached to the Agreement)*
- *Attachment 4 - KDE Purchase Order Summary - Indoor Turf for Motz - - BCPS Signature needed under "Initial Certification Statement"*
- *Attachment 5 - Bonding Letter - NBHS Field House*
- *Attachment 6 - COI - NBHS Field House*

I recommend approval of this request.

A handwritten signature in blue ink, appearing to read 'TWind', is located in the bottom right corner of the page.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



**North Bullitt High School Indoor
Exhibit A
October 24, 2024**

North Bullitt Indoor		
BID ITEM	DESCRIPTION	PRICE
Described generally as providing turnkey services for subgrade installation of stone, drainage, synthetic turf system and infill material etc.		
North Bullitt Indoor Field (18,200sf)	Furnish and install fines for base grading and install The Motz Group's 41oz 2" 24/7 slit film over Schmitz ProPlay 23mm shock attenuation pad infilled with rubber and sand	\$162,704
Indoor Base Bid Total: \$162,704		
DOES NOT include prevailing wages, taxes, permits, or design DOES include cooperative purchasing discounts and payment and performance bond		

SCOPE OF WORK

PRECONSTRUCTION

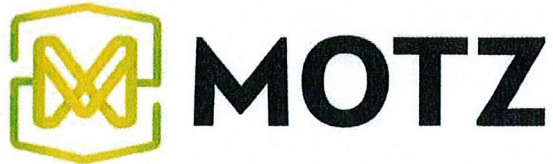
- Project management overseen by The Motz Group
- Organize and lead a preconstruction meeting with the owner's team
- Provide submittals for turf system
- Furnish dumpsters and remove all field construction related trash and debris

BASE CONSTRUCTION

- Receive site at top of #57s to a tolerance of 1/2" +/- in any 10' grid and not deviate more than 1/2" across entire field footprint from one edge to another edge
 - No net gain or net losses of material on site across the field footprint
- Furnish and Install 570LF of nailer board to curb (concrete by Others)
- Furnish and Install 1.5" of Finish Stone

TURF INSTALLTION

- Furnish and install Motz synthetic turf system as noted
- Secure all 15' wide panels of turf by state-of-the-art seaming methods while also using premium adhesives on inlays to ensure maximum bonding



- Furnish and install field markings per the concept selected by owner
- Furnish and install infill system to appropriate depths

ASSUMPTIONS

- One mobilization to site
- Access road is to be provided by site contractor
- Access for indoor is via "Field Corridor" and assumes 12' overhead door
- Does not include demolition of any existing structures not specifically called out above
- Does not include any site work outside of the playing surface footprint including but not limited to lighting, dugouts, backstops, bleachers, etc. unless called out above
- Does not include prevailing wages and/or union affiliations
- Does not include permits, fees, licenses, or engineering (including stamped drawings) costs associated with permitting or design of site or stormwater management requirements
- Does not include relocating, replacing, repairing, supplying, or reconnecting any existing or proposed utilities including but not limited to; water, electric, sanitary, cable, fiber optic, gas, etc.... that is not specifically called out above
- Does not include additional field markings, lettering, logos, mow pattern appearance, sports equipment, maintenance equipment, etc.... that is not specifically called out above or selected
- Does include cooperative purchasing discounts
- Does not include sales tax on materials over \$5,000. Assumes owner will participate in owner direct purchasing of materials as required for tax exemption in the State of Kentucky
- Pricing is good for 30 days from 10.24.2024

INDEX TO SPECIFICATIONS

Phase II Athletics
Bullitt County Public Schools
FIELD HOUSES

BID PACKAGE 2: GENERAL CONSTRUCTION

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

VOLUME 1

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>) – Base Bid Accounting Breakdown
		Attachment B (<i>Form of Proposal</i>) – Contractor Acknowledgment of Compliance
	00 40 00	General Notes to Contractor
	00 50 00	Contractor Safety
		Preface to the Geotechnical Report
		Geotechnical Report: Bullitt Central High School
		Geotechnical Report: North Bullitt High School - Revised
		Geotechnical Report: Bullitt East High School
		Addendum 1 – to Bullitt East High School Geotechnical Report
		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)
	00 80 00	Inflation Reduction Act Document

DIVISION 01 – GENERAL REQUIREMENTS

Section	01 01 10	Summary of the Work
	01 02 10	Allowances
	01 02 50	Measurement and Payment
	01 04 00	Project Coordination
	01 05 00	Field Engineering
	01 17 00	Storage, Protection, and Safety
	01 20 00	Project Meetings
	01 22 00	Unit Prices
	01 23 00	Alternates
	01 30 00	Submittals
	01 34 00	Shop Drawings, Product Data, and Samples
	01 40 00	Quality Control
	01 41 10	Structural Special Inspections & Contractor Responsibilities
	01 50 00	Temporary Facilities
	01 63 00	Substitutions
	01 70 00	Contract Closeout
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	01 73 29	Cutting & Patching
	01 78 00	Project Record Documents
	01 79 00	Demonstration & Training

VOLUME 2

DIVISION 02 – SITE CONDITIONS

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DIVISION 03 – CONCRETE

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	03 30 00	Cast In Place Concrete
	03 41 00	Precast Structural Concrete – Plant Cast

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	05 12 00	Structural Steel Framing
	05 21 00	Steel Joist Framing
	05 31 00	Steel Decking

- 05 40 00 Cold-Formed Metal Framing - Structural
- 05 50 00 Metal Fabrications
- 05 51 00 Metal Stairs and Railings

DIVISION 06 – WOOD & PLASTICS

- Section 06 10 00 Rough Carpentry

DIVISION 07 – THERMAL & MOISTURE PROTECTION

- Section 07 11 13 Bituminous Dampproofing
- 07 17 00 Membrane Waterproofing
- 07 20 00 Building Insulation
- 07 22 00 Roof Insulation
- 07 41 13 Standing Seam Metal Roof Panels
- 07 41 13.1 Roofing Installer Guarantee
- 07 42 13 Metal Soffit Panels
- 07 52 50 Modified Bituminous Membrane Roofing
- 07 52 50.1 Roofing Installer Guarantee
- 07 61 13 Metal Wall Panels
- 07 62 00 Sheet Metal Flashing and Trim
- 07 72 00 Roof Accessories
- 07 92 00 Joint Sealants
- 07 95 00 Fire and Smoke Sealants

DIVISION 08 – OPENINGS

- Section 08 11 00 Steel Doors and Frames
- 08 33 13 Coiling Doors
- 08 44 13 Glazed Aluminum Curtain Walls
- 08 51 13 Aluminum Windows
- 08 71 00 Door Hardware (*To be Issued Via Addendum No.1*)
- 08 80 00 Glazing
- 08 95 20 Insulated Translucent Wall System

DIVISION 09 – FINISHES

- Section 09 29 00 Gypsum Board Assemblies
- 09 30 00 Tile
- 09 51 13 Acoustical Lay-In Ceilings
- 09 65 00 Resilient Flooring
- 09 65 13 Resilient Wall Base and Accessories
- 09 67 23 Resinous Flooring
- 09 91 13 Exterior Painting
- 09 91 23 Interior Painting

DIVISION 10 – SPECIALTIES

Section	10 14 00	Building Signage
	10 28 00	Restroom Accessories
	10 44 00	Fire Protection Specialties
	10 51 13	Metal Lockers and Benches

DIVISION 11 – EQUIPMENT

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	11 66 23	Athletic Equipment
	11 68 44	Outdoor LED Display

DIVISION 12 – FURNISHINGS

DIVISION 13 – SPECIAL CONSTRUCTION

DIVISION 14 – CONVEYING SYSTEMS

Section	14 24 00	Hydraulic Passenger Elevator
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VOLUME 3

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Section	20 01 00	General Provisions – Mechanical
	20 02 00	Scope of the Mechanical Work
	20 03 00	Shop Drawings, Maintenance Manuals and Parts Lists
	20 11 00	Sleeving, Cutting, Patching, Repairing and Firestopping
	20 12 00	Excavation, Trenching, Backfilling and Grading
	20 13 00	Pipe, Pipe Fittings and Pipe Support
	20 13 05	Geothermal Loop System
	20 13 10	Pipe Filling, Cleaning, Flushing, Purging and Chemical Treatment
	20 21 00	Valves
	20 22 00	Insulation - Mechanical
	20 23 00	Thermometers, Pressure Gauges and Other Monitoring Instruments
	20 24 00	Identifications, Tags, Charts, Etc.
	20 25 00	Hangers, Clamps, Attachments, Etc.
	20 31 00	Testing, Balancing, Lubrication and Adjustments

DIVISION 21 – FIRE PROTECTION

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DIVISION 22 – PLUMBING

Section	22 01 00	Plumbing Specialties
	22 02 00	Plumbing Fixtures and Trim
	22 03 00	Plumbing Equipment

DIVISION 23 – HVAC

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	23 02 00	HVAC Equipment
	23 08 00	Commissioning of HVAC Systems
	23 11 00	Registers, Grilles, Diffusers and Louvers
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DIVISION 26 – ELECTRICAL

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	26 05 04	Demolition
	26 05 05	Coordination among Trades, Systems Interfacing and Connection of Equipment Furnished by Others
	26 05 19	Conductors, Identifications, Splicing Devices & Connectors
	26 05 26	Grounding
	26 05 31	Cabinets, Outlet Boxes & Pull Boxes
	26 05 33	Raceways & Fittings
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	26 05 53	Identifications
	26 24 00	Electrical Distribution Equipment
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	26 29 13	Motor Starters
	26 43 13	Surge Suppression System
	26 51 13	Interior Lighting
	26 51 14	Exterior Lighting
	26 59 95	Commissioning of Electrical

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	27 08 00	Audio Visual Systems
	27 51 16	Intercom, Public Address & Master Clock System

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

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	31 22 16	Rough Grading
	31 22 19.13	Finish Grading
	31 23 00	Excavation & Backfill
	31 23 16.16	Trenching
	31 23 16.26	Rock Removal
	31 25 00	Erosion Prevention & Sediment Control
	31 31 16	Termite Control

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	32 13 13	Pavement, Walks and Curbs
	32 31 13	Chain Link Fences & Gates
	32 31 19	Decorative Metal Fences and Gates
	32 33 00	Site Furnishings
	32 92 00	Turf and Grasses
	32 93 00	Plants

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	33 31 13	Sanitary Sewer
	33 41 00	Storm Piping & Drainage

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LIST OF DRAWINGS:

CONSTRUCTION DOCUMENTS - ISSUED FOR BID



BID PACKAGE NO. 2 - FIELD HOUSE
 GENERAL CONSTRUCTION - COVER
 BCPS HIGH SCHOOL FIELD HOUSE
 BULLITT COUNTY PUBLIC SCHOOLS
 SHEPHERDSVILLE, MT WASHINGTON & HEBRON, KENTUCKY

BG# 24-192
 DATE : 06.24.2024
 DRAWN BY : CNW
 CHECKED BY : SKA
 REVISIONS :

2023-50
 GO.00
 BP2

GENERAL

- G0.00 BP2 BID PACKAGE NO. 2 - FIELD HOUSE GENERAL CONSTRUCTION - COVER
- G1.02 NBHS CODE REVIEW AND LIFE SAFETY PLAN - BHS
- G1.03 NBHS CODE REVIEW AND LIFE SAFETY PLAN - NBHS

CIVIL

- C0.02 FIELD HOUSE - NOTES
- C0.08 NBHS NORTH BULLITT - EPSC PLAN
- C0.10 NBHS FIELD HOUSE - EPSC DETAILS
- C0.11 NBHS FIELD HOUSE - EPSC DETAILS
- C0.12 NBHS FIELD HOUSE - EPSC DETAILS
- C0.13 NBHS FIELD HOUSE - EPSC DETAILS
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- C0.20 NBHS FIELD HOUSE - EPSC DETAILS
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- C0.22 NBHS FIELD HOUSE - EPSC DETAILS
- C0.23 NBHS FIELD HOUSE - EPSC DETAILS
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- C0.36 NBHS NORTH BULLITT - PPE PROFILES
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- C5.03 FIELD HOUSE - ADDITIONAL DETAILS
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- L1.02 NBHS BULLITT EAST - PLANTING PLAN
- L1.03 NBHS BULLITT CENTRAL - PLANTING PLAN
- L1.04 NBHS NORTH BULLITT - PLANTING PLAN
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- S1.2 GENERAL NOTES
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- S1.6 ISOMETRIC VIEW - NBHS
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- S2.13 NBHS ROOF FRAMING PLAN - NBHS
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- S3.2 FOUNDATION DETAILS
- S3.3 FOUNDATION DETAILS
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- S4.2 TYPICAL FRAMING DETAILS
- S4.3 TYPICAL FRAMING DETAILS
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- S5.1 STEEL COLUMN SCHEDULE

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- M3.06 NBHS FIELD HOUSE FLOOR PLAN - HYDRONICS - NORTH BULLITT - LEVEL 2
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- M4.02 MECHANICAL SECTION VIEWS
- M5.01 MECHANICAL PIPING SCHEMATICS
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- E1.35 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 1 - EQUIPMENT CONNECTIONS
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- E9.47 NBHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE DEMO
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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.

Catherine N. Ward

BG# 24-192 **Date Submitted** 10/23/24 **Delivery Method** **PO Certification Statement Phase**
District Code 071 **District Name** Bullitt County Public Schools GC GESC Initial Statement Final Statement
School Code _____ **Facility Name** Phase II Athletics - Indoor Turf North Bullit Field House 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
Motz	1	BP2		Synthetic Turf, Adhesive, Tape	Shaw	39,651.40			39,651.40
Motz	2	BP2		Rubber Infill	Entech	8,064.50			8,064.50
Motz	3	BP2		Shock Attenuation Pad	Schmitz Foam Products	18,957.85			18,957.85
									-
									-
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									-
									-
									-
									-
									-
Initial PO Total						\$ 66,673.75	\$ -	Final PO Total	\$ 66,673.75

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

Initial Certification Statement

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

Owner's Signature _____ Date _____

Brittany Kramer 10/24/2024

General Contractor's / Construction Manager's Sign: _____ Date _____

Catherine N. Ward 10-24-2024

Architect's Signature _____ Date _____

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 Signature _____ Date _____

Architect's Signature _____ Date _____



October 22, 2024

Re: The Motz Group, LLC – Prequalification

To Whom This May Concern:

McGriff Insurance Services, Inc. has had the privilege of providing bonds for The Motz Group, LLC since 2008. United States Fire Insurance Company has the privilege of providing Surety Credit for The Motz Group, LLC and has been handling The Motz Group, LLC since 2019. United States Fire Insurance Company is rated "A (Excellent)" by A. M. Best Financial Size Category XV and is licensed to do business in all states and has a current treasury listing of \$211,757,000 as of the most recent Treasury Listing of Approved Sureties.

We consider The Motz Group, LLC to be properly equipped, capably staffed and adequately financed. Our dealings with the principal of this company have always been excellent. They qualify for individual projects in the \$30,000,000 range with an aggregate bonding capacity of \$45,000,000. These limits do not represent the maximum we would consider supporting. The Motz Group, LLC is completing all current projects in a satisfactory manner and has never defaulted on a project. United States Fire Insurance Company has never had to intervene in or complete any of The Motz Group's projects.

It is our understanding that The Motz Group, LLC has or will be submitting a proposal to you. We anticipate no problems with providing 100% performance and payment bonds. As always, the surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Our consideration and issuance of bonds is a matter solely between The Motz Group, LLC and ourselves and we assume no liability to third parties or to you by the issuance of this letter.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration. Please contact me should you have any questions regarding this valued customer.

Very truly yours,

A handwritten signature in blue ink that reads "Jeffrey M. Wilson".

Jeffrey M. Wilson, Attorney-in-Fact
United States Fire Insurance Company



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris,
Robert Read Davis, R.E. Daniels, Shelby E. Daniels. Joshua T. Jones

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of May, 2024.

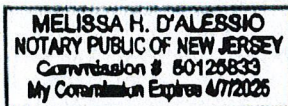
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 17th day of May, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 22 day of October 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2024

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 The James B. Oswald Company 36 E. Seventh St Suite 2625 Cincinnati OH 45202	CONTACT NAME: Jiovante Benjamin PHONE (A/C, No, Ext): (513) 345-4407 FAX (A/C, No): E-MAIL ADDRESS: jbenjamin@oswaldcompanies.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
The Motz Group, LLC One Motz Way Cincinnati OH 45244-3096	INSURER A : Cincinnati Casualty 28665 INSURER B : Cincinnati Indemnity 23280 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 24/25 Motz Group **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		EPP/EBA 054 05 88	06/01/2024	06/01/2025	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 Ohio Stop Gap \$ \$1M/\$1M/\$1M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			EPP/EBA 054 05 88	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP/EBA 054 05 88	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	<input checked="" type="checkbox"/> 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	N / A	EWC 057 85 22-03	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Hired Car Physical Damage Limit \$100,000/ Deductibles \$1,000 Comprehensive & \$500 Collision
 Project: Phase II Athletics - North Bullitt Field House, Indoor Turf COOP Agreement: The Motz Group
 Certificate holder is included as additional insured under the General Liability when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Bullitt County Public Schools
 1040 HWY KY 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

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-Eighth day of October
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)

The Motz Group
1 Motz Way
Cincinnati, Ohio 45244
Telephone Number (513) 522-6452

for the following Project:
(Name, location and detailed description)

Phase II Athletics - North Bullitt Field House
Indoor Turf COOP Agreement: The Motz Group
Project consists of the provision of indoor turf field system for the North Bullitt Field House.

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.



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

Init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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

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

The start of the Motz Group's scope of work as defined in this agreement is contingent upon the completion of other scope's as defined in Bid Package No.1 being performed by Calhoun Construction Services, LLC. As such the Motz Group's schedule should reflect any delays or changes accordingly.

, 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 Ninety-Six Thousand, Thirty Dollars and Twenty-Five Cents (\$ 96,030.25), 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	\$ 162,704.00
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 162,704.00
Sum of Owner's direct Purchase Orders	\$ 66,673.75
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 96,030.25

§ 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.)
 See attached Exhibit A - The Motz Group - 6.11.2024.

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.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

Item	Price
------	-------

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.)

§ 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)

The Motz Group, LLC
1 Motz Way
Cincinnati, Ohio 45244
513.522.6452

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.)
Conditions of the Contract align with those issued for Bid Package No.2 - General Construction.

Document	Title	Date	Pages
Div. 0 Specifications	Bidding and Contract Provisions	June 24, 2024	Inclusive
Div. 1 Specification	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 for Bid Package No.2 - General Construction.

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.2 - General Construction.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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

Addenda referenced below included scope for Bid Package No.2 - General Construction of the North Bullitt Field House 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.