

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

TO: Jesse Bacon, Superintendent *JB*
FROM: Troy D. Wood *TW*
Chief Operations Officer
DATE: December 3, 2024
RE: Board Agenda Item

I am requesting permission to allow MAC Construction to utilize the property at Bernheim Middle School as a staging area. This area is currently a staging area for Calhoun Construction. There is no cost to the district and MAC Construction will restore the property to its original state at the conclusion of the agreement.

I request the approval of this request.

Attachment:

- Certificate of Liability Insurance
- Property Use / Property Release Agreement Form – L5
- Property Use/Release Agreement Form – L3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2024

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

PRODUCER McGriff Insurance Services LLC 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900	CONTACT NAME: Paige Riley PHONE (A/C, No, Ext): 502 489-5900 FAX (A/C, No): 8668812184 E-MAIL ADDRESS: Paige.Riley@McGriff.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company NAIC # 25623 INSURER B: Travelers Property Casualty Co of Amer 25674 INSURER C: Travelers Indemnity Co of America 25666 INSURER D: Navigators Specialty Insurance Company 36056 INSURER E: INSURER F:	
INSURED MAC Construction & Excavating Inc P O Box 6787 New Albany, IN 47151-6787		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 <input checked="" type="checkbox"/> BI/PD Ded:150000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2NCO5648B343PHX	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			VTC2JCAP5648B355TI	01/01/2024	01/01/2025	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 \$10000			CUP3L2101242325	01/01/2024	01/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB1L6120252325K	01/01/2024	01/01/2025	<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
D	Excess Liability \$15 M over \$10 M			SF24EXCZ03K8UQN	01/01/2024	01/01/2025	\$15,000,000 Occurrence \$15,000,000 Aggregate

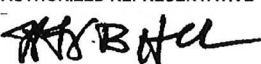
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MAC Project #124085 LWC Clermont-Belmont - Laydown Yard, 700 Audubon Drive, Shepherdsville, KY 40165.

Bullitt County Public Schools, 700 Audubon Drive, Shepherdsville, KY 40165 is included as Additional Insured with respect to General Liability Coverage and Coverage is Primary and Non-Contributory where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Bullitt County Public School 700 Audubon Drive 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 

PROPERTY RELEASE AGREEMENT

This Property Release Agreement (Agreement), is made effective as of this ____ day of _____, 2026, by and between MAC Construction & Excavating, Inc. (General Contractor), and Bullitt County Public Schools (Property Owner).

Project #	124085
Project Name	690 Plan – Clermont Tank to Belmont BPS 36-Inch Water Main Installation
Project Owner Name	Louisville Water Company

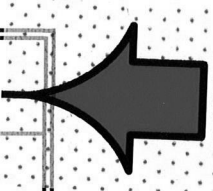
This Property Release Agreement is for the purpose of finalizing and terminating the separate Property Use Agreement dated _____, 202 and releasing the General Contractor and Property Owner from any further responsibilities under that agreement.

Accordingly, Property Owner hereby waives, releases and relinquishes any rights to any claims, demands and imposition of liens against General Contractor's use of the property specified in the Property Use Agreement. Property Owner further acknowledges that the property has been left in a satisfactory condition and releases General Contractor from any further responsibilities.

General Contractor verifies that property was used only for the purpose agreed to and has been left in a condition satisfactory to the property owner.

In witness whereof the General Contractor and Property Owner executed this agreement the date first written above and the signees confirm that they are authorized to sign on behalf of the General Contractor and Property Owner.

GENERAL CONTRACTOR	PROPERTY OWNER
BY: _____	BY: _____
TITLE: <u>President</u>	TITLE: _____



This Property Use Agreement (Agreement), is made effective as of this ____ day of _____
20_24____, by and between MAC Construction & Excavating, Inc. (General Contractor) , and
Bullitt County Public Schools _____ (Property Owner).

1. PROJECT INFORMATION:

Project #	124085
Project Name	690 Plan – Clermont Tank to Belmont BPS 36-INCH Water Main Installation
Project Owner Name	Louisville Water Company

2. PROPERTY OWNER: Owner identified in this Agreement represents they are the lawful Owner of the identified property and have authority to enter into this Agreement. The legal owner of the property covered by this agreement and as described in item 2 is:

Name:	Bullitt County Public Schools
Street Address:	1040 Highway 44 East
City, State, Zip Code	Shepherdsville, KY 40165
Phone Number (include Area Code)	502-797-3423
Federal ID Number or Social Security Number	N/A

3. DESCRIPTION & LOCATION OF PROPERTY: The property being used under this Agreement is as follows:

Street Address:	700 Audubon Drive
City, State, Zip Code	Shepherdsville, KY 40165

4. USE OF PROPERTY: The property is to be used by General Contractor for the following purposes:

The property will be used as a staging area for MAC Construction's equipment and materials.

5. COMPENSATION FOR USE OF PROPERTY (if any): In return for use of the property General Contractor will compensate the Property Owner as follows:

\$1.00

Approximate duration of use: December 1st, 2024-February 28th, 2026

- 6. RESPONSIBILITY OF PROPERTY OWNER:** The Property Owner will make the property available to General Contractor for the above-specified purpose. The Property Owner will also avoid entering the site due to the intrinsic hazards associated with construction activities. In addition, the property owner agrees to the following:

Allow unrestricted access to the property until termination of the agreement.

Site picture attached of allowable area.

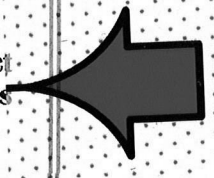
- 7. RESPONSIBILITY OF GENERAL CONTRACTOR:** General Contractor agrees to use the Property only for the purpose intended as outlined above. In addition, the General Contractor agrees to the following:

Contractor agrees to restore the property to conditions similar to that surrounding the used
area by removing crushed stone, adding topsoil, seed & straw upon completion of use.

- 8. PROPERTY RELEASE UPON COMPLETION OF PROPERTY USE:** The Property Owner and General Contractor agree to jointly execute a Property Release Agreement when the property is no longer needed and all conditions of this agreement have been met.

In witness whereof the General Contractor and Property Owner executed this Agreement the date first written above and the signees confirm that they are authorized to sign on behalf of the General Contractor and Property Owner.

GENERAL CONTRACTOR	PROPERTY OWNER
	By signing below, I verify that I am the legal owner of the property and/or authorized to sign on behalf of the company listed in Item #3 above. I understand that any ownership misrepresentation may void this contract and I may be held liable for any damages and claims.
BY: _____	BY: _____
TITLE: <u>President</u>	TITLE: _____



SIGN HERE

Project #124085

700 Audubon Drive
Shepherdsville, KY 40165

Legend

- Bernheim Middle School
- Bullitt County Fairgrounds
- Existing Lines



Google Earth

Image © 2024 Airbus