REH&A
ARCHITECTS

ROBERT EHMET HAYES & ASSOCIATES, PLLC
465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017
859-331-3121

June 1, 2026

VIA EMAIL

To: Ms. Misty Middleton, Superintendent
Bellevue Independent Board of Education

Re: Bellevue High School
Bid Package 2: ADA Walkway and System
REH #372-822 / BG #24-224

Enclosures: Three packets containing:

1. Standard Form of Agreement between Owner and Contractor – KDE Version, dated February 24, 2026.
2. Performance and Payment Bonds are not required for this bid package per KDE due to construction cost being below $100,000.
3. Acord Certificate of Liability Insurance, dated May 8, 2026.

Action Required:

1. Review and, at your option, obtain legal and insurance approval of the insurance.
2. If you don't require any modifications, additional documents, or actual policies for verification of coverages and endorsements, please have all three packets signed on Page 10.
3. Forward two signed packets to our office.
4. Retain one signed packet for your files.

Joseph Hayes

JAH:hkw

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-Fourth day of February in the year Two Thousand Twenty-Six ,
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Bellevue Independent Board of Education
219 Center Street
Bellevue, Kentucky 41073

and the Contractor:
(Name, legal status, address and other information)
Vine & Branch, LLC
PO Box 188
Fisherville, Kentucky 40023

for the following Project:
(Name, location and detailed description)
Bellevue High School - BP2: ADA Walkway System
1 Tiger Lane, Bellevue, Kentucky 41073
REH #372-822 / BG #24-224

This project includes, but is not limited to, extending the recently renovated front walkway at Gilligan Stadium, providing an additional walkway with new egress paths, and adding shot put/discus ADA seating.

The Architect:
(Name, legal status, address and other information)
Robert Ehmet Hayes & Associates, PLLC
465 Centre View Boulevard
Crestview Hills, Kentucky 41017

The Owner and Contractor agree as follows.

KENTUCKY DEPARTMENT OF EDUCATION
Every Child Proficient and Prepared for SUCCESS

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.

TABLE OF ARTICLES

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.

§ **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.)

As outlined on Vine & Branch, LLC's Proposal.

Portion of Work	**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of
N/A
($ N/A), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ **4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
Eighty Seven Thousand One Hundred Eighty Five Dollars
($ 87,185), 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	$	268,322
Sum of Accepted Alternates	$	N/A
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	$	268,322
Sum of Owner's direct Purchase Orders	$	181,137
Contract Sum (total construction cost less Owner direct Purchase Orders)	$	87,185

§ 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.)

As outlined on Vine & Branch, LLC's Proposal.

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.)

N/A

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:
Contractor shall submit each pay application for payment to the Architect allowing seven days for his review and for receipt of the application by the Owner two weeks before the second Monday of each month. Owner will make payment within twenty (20) days after the application has been approved by the Owner and release has been authorized.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- **.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction — KDE Version;
- **.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- **.3** Subtract the aggregate of previous payments made by the Owner; and
- **.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- **.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
  (Section 9.8.5 of AIA Document A201–2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.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.

The first paragraph in Article 5.1.3 above is deleted.

Payments to the Contractor shall be in accordance with the General, Supplementary, and Other Conditions of the Contract and Section 012900 "Payment Procedures".

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;

.2 a final Certificate for Payment has been issued by the Architect; and

.3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007 — KDE Version, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007 — KDE Version

☐ Litigation in a court of competent jurisdiction where the Project is located

☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 — KDE Version.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.
(Insert rate of interest agreed upon, if any.)

See Article 5.1.2 above

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

Misty Middleton, Superintendent
Bellevue Independent Board of Education
219 Center Street
Bellevue, Kentucky 41073

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

~~Andrew Eaton, Member~~ Matt Heck, Director of Operations
Vine & Branch, LLC
PO Box 188
Fisherville, Kentucky 40023

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

§ 8.6 Other provisions:

AWARD OF THE CONTRACT - Award of this Contract is subject to acceptance by the Kentucky Department of Education and the sale of school revenue bonds, if applicable.

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.)

As outlined on Vine & Branch, LLC's Proposal.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

As outlined on Vine & Branch, LLC's Proposal.

Section	Title	Date	Pages

Init.

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

As outlined on Vine & Branch, LLC's Proposal.

Number	Title	Date

§ 9.1.6 The Addenda, if any:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

N/A

Number	Date	Pages

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:

9.1.7.1 above is deleted.

.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. Supplementary Instructions to Bidders, Pages 1-5.
E. Vine & Branch's Form of Proposal.

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 – KDE Version.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Insurance as outlined in the Contract Documents.

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

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

Misty Middleton
OWNER *(Signature)*
Misty Middleton, Superintendent
(Printed name and title)

CONTRACTOR *(Signature)*
MATT HECK DIR. OF OPERATIONS
(Printed name and title)

Init.
/

Vine & Branch LLC

PO BOX 188 | Fisherville, KY 40023| 502-241-6010 | F: 502-241-2288

CONTRACTUAL PROPOSAL

TO:	Joe Hayes / Bellevue Independent	**BID DATE:**	NA
PROJECT:	Gilligan Stadium	**DATE:**	3/9/2026
LOCATION:	Bellevue, KY	**ADDENDUMS:**	NA

This is a Contractual Proposal for the materials, labor, and equipment for the concrete work required to support the Dant Clayton walkway/ADA system that is secured with the school. We have provided two separate options; one option will be using small, drilled piers to minimize impact to the new asphalt slab, and the other will be concrete flatwork that like the flatwork previously installed for the 2024-2025 project.

CONCRETE INSTALLATION TOTAL:

DRILLED PIERS____$82,419

OR

CONCRETE FLATWORK____$37,722

INCLUSIONS:

1. Labor and Equipment to Demo 11"x11"x7" of wall from the top of the existing concrete stairs. This will allow the new aluminum deck to run continuous over existing stairs without them being fully removed.
2. Labor and Equipment to provide concrete and reinforcing for one of the options chosen:
   a. (49) 12" Dia. Drilled Piers by 6' Embedment with Rebar Reinforcement, cutting and drilling of the asphalt included
   OR
   b. (1080) SF of 4" Concrete Slab with WWF Reinforcement and 6" DGA, cutting of existing asphalt is included.

QUALIFICATIONS:

1. A Foreman or Project Manager will be made available for special inspections; however, all responsibility for arranging, coordinating, and bearing the costs of such inspections shall rest solely with others.
2. Any scope change, scope creep, or otherwise change in services rendered not specified in this proposal shall require a Change Order.
3. This proposal shall become a part of the contract.
4. Spoils to be stored in the open field at the end of the stand

Vine & Branch LLC

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5. For the drilled pier option ((49) 12" diameter piers at approximately 6'-0" embedment) located in front of the existing retaining wall, pier design and locations shall be confirmed by the Owner's Civil/Structural Engineer for compatibility with the retaining wall and embankment supporting the grandstand above. Toadvine's scope is limited to installation of drilled piers per the engineer-approved design. Toadvine assumes no responsibility for impacts to the retaining wall, embankment, or adjacent structures. Any revisions to the pier design or layout shall be addressed by change order.

EXCLUSIONS:

1. Demolition (not listed above)
2. Removal of Spoils
3. Hard Rock Removal
    a. If hoe ram is required, that will be an additional $250 per hr
4. Concrete Patching
5. Surveying
6. Civil / Architectural Fees
7. Permits/Licenses of any Kind
8. Testing and Inspections Services
9. Co-Op Fees
10. Bonding

The fees and pricing contained in this proposal are valid for a period of thirty (30) days from the date of issuance. If this proposal is not accepted within that time, Toadvine Enterprises reserves the right to review and adjust the proposed fees to reflect current labor rates, material costs, market conditions, and project scheduling requirements.

PAYMENT TERMS:

1. 30% Upon Order Entry
2. 30% Upon Returned Submittals for Material Procurement
3. 30% Upon Material Delivery/Installation Commencement
4. 10% Upon Completion

RESPECTFULLY,
Vine & Branch, LLC

By *Sam Melchoir*

ACCEPTED: ______________________________
(name)

____
(date)

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CONTRACTURAL PROPOSAL

TO:	Jim Hicks	**BID DATE:**	N/A
PROJECT:	Bellevue – Front Walkway/ADA Extension	**DATE:**	2/23/2026
LOCATION:	Bellevue, KY	**ADDENDUMS:**	N/A

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

This is a contractual proposal for the continued extension of the recently renovated front walkway at Gilligan Stadium in Bellevue, KY. Providing an additional 850 Sq/Ft walkway at 56" Elevation with new egress paths per code.

Total Material, Labor, & Equipment **$230,600**

Material Breakout $181,137.00
Labor Breakout $49,463.00

BASE:

1. ADA/Walkway Extension – 56" Elevation – Approx. 850 Sq/Ft
   a. Steel Walkway/ADA Platform Structure
      i. Coordinate with the existing stand
      ii. Galvanized Steel Finish
   b. Aluminum
      i. Tongue and Groove Interlock Decking
      ii. Slip and Stain Resistant Finish
      iii. Powdercoated Aluminum Riser Closure
      iv. Anodized Companion Seating
   c. Railing
      i. Mill Finish Railposts
      ii. Anodized Top and Bottom Guardrails
      iii. Black Vinyl Chainlink Fence Infill
   d. Egress
      i. (2) 56" Vertical Travel Stairs
   e. Labor & Equipment for Installation
2. (2) 4 Row x 21' Alum-A-Stand Bleachers (Shot Put/ Discus)
   a. Includes installation
   b. Does not include ADA (designated separately)

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EXCLUSIONS:

1. Demolition of existing structures
2. Concrete Installation
3. Sitework or Site Design including but not limited to drainage plan
4. Survey or Control Points
5. Rock Removal or Over Excavation
6. Special Inspections
7. Permitting/Licensing
8. Bonding
9. Co-op Fees

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

The fees and pricing contained in this proposal are valid for a period of thirty (30) days from the date of issuance. If this proposal is not accepted within that time, Toadvine Enterprises reserves the right to review and adjust the proposed fees to reflect current labor rates, material costs, market conditions, and project scheduling requirements.

RESPECTFULLY,
Toadvine Enterprises

By *Sam Melchior*

ACCEPTED: Misty Middleton
(name)

02/23/2026
(date

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EXCLUSIONS & CLARIFICATIONS:

APPLICABLE UNLESS SPECIFICALLY CALLED OUT IN THE SCOPE ABOVE

CONTRACT ITEMS

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

DESIGN AND CONSTRUCTION ITEMS

9. Demolition.
10. Temporary Access (roadways, bridges, matting, etc.)
11. Field Welding
12. Geotechnical Services.
13. Special Inspection Services.
14. Testing and Inspections Services.
15. Protection of our work from the work performed by others.
16. Obtaining building permits of any kind.
17. Services for early foundation design.
18. Services resulting from changes of scope, magnitude and timeline of the project as described.
19. Services resulting from corrections or revisions required because of errors or omissions in construction by the contractor or other subcontractors.
20. Shimming more than amount included in bid.
21. Shimming for work performed by others that is out of industry standard tolerance or tolerances noted on Toadvine Enterprises design documents.
22. Toadvine Enterprises will not be responsible for locating utilities, unless noted otherwise in our proposal. The owner/GC or CM is obligated to ensure that all utilities are properly marked and shown to Toadvine Enterprises prior to beginning of work. Toadvine Enterprises will not be responsible for unmarked, miss-marked, private, or otherwise unknown utilities.
23. BIM requirements
24. Design or construction of shoring and bracing for excavations and buildings or underpinning of adjacent structures.
25. Services required for investigating or making measured drawings of existing conditions or verification of drawings and information provided by the owner, CM/GC, architect or other third party.
26. Verification of field measurements after our design drawings have been approved.
27. Lightning protection or electrical grounding cables, unless noted otherwise in our proposal.
28. Composite clean-up crew participation.
29. Multiple cleaning iterations of installed materials
30. Dust control
31. Flagmen, street barriers, permits to close streets, etc.
32. Task lighting
33. Security of material, equipment, tools from theft.

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34. Gutters, drip shields, drain bodies, drain connections or any other types of drainage items within or below the stadia system.
35. Drop panels, sub-roofs, or closure material at thresholds between our work and the work of others, not shown on the contract drawings.
36. Flashing, or other joint or closure material, at thresholds between our work and the work of others, not shown on the contract drawings.
37. Trim, closure, or other material necessary around the penetration of the building columns through the stadia / loge areas.
38. Vertical closure at egress stairs and/or ramps, below the tread support channels
39. Riser Closure / Skirting unless noted in scope of work.
40. Fencing below the grandstand unless noted in scope of work
41. Fencing or railing system not attached to stadia (unless specifically included in scope of work).
42. Embedded steel in concrete or other work provided by others.
43. Anchor bolt material or templates for work not specified by Toadvine Enterprises
44. Fire protection, firestopping or fire rating for any provided materials

FOUNDATION/CONCRETE ITEMS

45. Site Clearing
46. Over excavation of foundations.
47. Rock excavation.
48. Off-site removal of spoils.
49. Landscaping.
50. Storm drainage and culverts.
51. Gravel backfills.
52. Caulking.
53. Waterproofing.
54. Baseline layout.
55. Cold weather protection.
56. Epoxy rebar.
57. Geo grid.
58. Trench drains.
59. Electrical vaults.
60. Pipe supports and bollards.
61. Remediation for unsuitable soils. I.e... Flowable file, etc.
62. Riprap and geotextile purchase and installation.
63. All pumping, diversion, dewatering of areas.
64. Concrete pumping due to poor site conditions.
65. Foundations or other concrete work.
66. Baseplate grouting.
67. Shoring for slabs on metal deck.

BID CLARIFICATIONS

1. Our proposal, in its entirety, is a required attachment to any agreement to any contract document executed on this project, and in the event of a discrepancy between the project documents and this proposal, our proposal shall govern.
2. Toadvine Enterprises is a participant in the coordination with other trades. It is beyond our scope to facilitate coordination and make sure all parties are coordinated.
3. Client will provide timely review and response to questions and submittals to allow the schedule to proceed without delay. Generally, (5) working days for RFI's and (10) working days for submittal review, unless noted otherwise
4. Contract agreement must allow for billing and receiving payment for stored materials.

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5. Final code compliance is determined by the local code official. Toadvine Enterprises will exercise the Standard of Care to comply with applicable laws and codes in effect at the time the services are performed hereunder. If changes arise during construction due to differing code interpretations, Toadvine Enterprises shall not be held liable. Toadvine Enterprises will incorporate any comments received from local code officials during drawing review. We shall not be responsible for the cost or time impacts to our work imposed by interpretations or changes to our work by local code officials.
6. Architectural code compliance to be the responsibility of the project Architect.
7. Our proposal includes a structurally sound design but does not include responsibility for ensuring local code compliance or identifying code compliance errors provided to us in the Subcontract Documents.
8. Toadvine Enterprises must have clear and timely access for equipment, deliveries, and personnel as needed on the construction site.
9. Market pricing of Steel and Aluminum raw material based on award within 60 days of bid submittal (price subject to Nucor/LME or similar market pricing rate changes if not awarded within 60 days).
10. We will examine and compare the drawings, specifications, other Subcontract Documents, and information furnished relative to our work. Such examination and comparison shall be solely for the purpose of facilitating our work and not for the discovery of errors, inconsistencies, or omissions, in the Subcontract Documents, not for ascertaining if the Subcontract Documents are in accordance with laws. We will not have liability for errors, omissions, or inconsistencies discovered therein.
11. We shall rely upon the accuracy of environmental, subsurface, soil reports and investigations provided by the CM/GC, Owner, or other third party. We shall not be responsible for verifying the accuracy of those documents. We shall not be responsible for information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations.
12. We shall not be responsible for investigating or verifying that work by others, necessary for the connection of our scope items, has been built in accordance with the contract documents.
13. Our proposal is based on all aesthetics as prescribed/specified in the Subcontract Documents by the architect or designer of record as of the date of this proposal. Changes to aesthetic aspects of the project will entail an equitable contract adjustment. We shall not be liable for subjective, sole responsible decision making by customer or other third parties regarding aesthetics.

14. The completeness, timeliness, and quality of Toadvine Enterprise's work will be evaluated based on standards and specifications included in the Subcontract Documents, instead of a subjective evaluation by Owner, Architect, or any other party.
15. Our proposal does not include verification of field measurements after our drawings have been approved. Should Toadvine Enterprises be required to field verify existing conditions prior to work commencing, Toadvine Enterprises shall be entitled to additional time and/or compensation to adjust our work if non-conforming conditions are found which deviate from the Subcontract Documents and/or the Approved Drawings
16. Non-prevailing wage rates are assumed
17. Proposal assumes a builder's risk insurance policy will be provided by owner or CM
18. One, single, final cleaning of installed materials at the time of substantial completion of our scope of work.
19. If the Subcontract Documents specify that we are responsible for the design of a particular system or component for Project incorporation, then all design and performance criteria shall be specified. We shall not be responsible for the adequacy of such performance and design criteria.

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20. We shall not be held liable for damages from impacts to project schedules due to resolving undefined or incomplete contract document details during manufacturing or construction. In addition, Toadvine Enterprises shall not have payments withheld for schedule impacts from completing our delegated design scope responsibilities.
21. Our proposal is based on our existing insurance coverage, which includes professional liability with qualified language regarding delegated design.
22. Product limitations: Specs cannot exceed manufactured product limitations and pricing is based on reference standards including but not limited to: ASTM, AISC, ICC reports, Aluminum Design Manual, GANA, NAAMM, ACI, ANSI, PCI.

Certificate of Corporate Principal (Contractor)

(To be executed if Contractor is a Corporation)

I, Michael W. Toadvine, certify that I am the President of the organization named as Contractor herein, that Matt Heck, the officer who signed this Agreement on behalf of the Contractor, was then Director of Operations of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

State of Incorporation: Kentucky

Corporate Seal:

Certificate of Corporate Principal (Owner)

(To be executed if Owner is a Corporation)

I, ____________________, certify that I am the ____________ of the organization named as Owner herein, that ________________, the officer who signed this Agreement on behalf of the Owner, was then ____________ of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

State of Incorporation:

Corporate Seal:

Shipping Report
4/28/2026 8:41:31 AM

Shipped On or After : 4/28/2026 12:00:00 AM
Starting Salesperson : TDV
Ending Salesperson : TDV
sDC_StartingProjectManage
sDC_EndingProjectManager

Project #	Ship City/State	Truck	Description	Ship Via	PM	Notes	Delivery Date
Section: (C) FPR Orders							
Shipped On:							
50654DC	NASHVILLE, TN	FPR2	10213 SEATBOARD		Ana Rodriguez	9-30-25	
48916DC	OWENSBORO, KY	FPR9	BLACK & RED TOUCH		Mary Szwarc	09-17-2025	
26752DE	RED BOILING SPRINGS, TN	FPR1	296321 A-TUBE		Chris Stephens	4-27-26	
Section: (D) TBD Orders							
Shipped On:							
26889DE	LOUISVILLE, KY	ALUM1	.1A (2) SEATBOARDS		Chris Stephens		
26963DE	SHEPHERDSVILLE, KY	ALUM1	.1A PARTS - CPU		Chris Stephens		
Section: (E) CRTS							
Shipped On:							
51048DC	KNOXVILLE, TN	FPR2	RAMP CHANNEL ANOD		Mary Szwarc	2-24-26	
51101DC	UNION CITY, TN	FPR6	120 RISER PURPLE 4'-6"		Mary Szwarc	03-30-2026	
Section: (F) Orders To							
Shipped On: 5/1/2026							
26454DE	GREENBACK, TN	ALUM1	.1A ALS		Chris Stephens		
Shipped On: 5/4/2026							
51150DC	GREENBACK, TN	ALUM1	.1A HDW BACK ORDER -		Mary Szwarc	B/O - 22463 (END Caps) - 271 pcs	
51150DC	GREENBACK, TN	ALUM1	.1A ALS PBU		Mary Szwarc	Hdw is ready - 2/10 - 1 crate, 2 skids of fence, 4 bundles - Placed in staging area	
50833DC	LOUISVILLE, KY	STEEL1	.1A STEEL (SHIP FROM		Mary Szwarc		
50833DC	LOUISVILLE, KY	ALUM1	.1A ALS		Mary Szwarc	Hdw is ready - 3/2 - 2 crates, 1 skid of hdw, 3 skids of fence, 6 bundles (3 in crate) -	
50833DC	LOUISVILLE, KY	PB2	PRESS BOX CANOPY		Mary Szwarc		
Shipped On: 5/5/2026							
49077DC	OOTELWAH, TN	ALUM1	.1A ALUMINUM		Mary Szwarc	Hdw is ready - 6 crates, 3 skids of fence - 4 bundles -Placed in staging area	11/10/2025
26130DE	RICHMOND, KY	ALUM4	.C3A ALUMINUM		Chris Stephens	Hdw is ready - 1/7 - 1 box - Placed on shipping shelf	
26130DE	RICHMOND, KY	ALUM3	.1B ALUMINUM		Chris Stephens	Hdw is ready - 8/22 - 1 skid hdw/fence mixed, 1 bundle - Placed in staging area	
26130DE	RICHMOND, KY	ALUM1	.1A ALS		Chris Stephens	Hdw is ready - 9/4 - 2 crates, 3 skids of fence, 5 bundles - Placed in staging area	
26130DE	RICHMOND, KY	ALUM2	.2A ALS		Chris Stephens	Hdw is ready - 8/21 - 1 skid hdw/fence mixed - Placed in staging area	
26130DE	RICHMOND, KY	PB1	.1A PRESS BOX 1 of 2		Chris Stephens		
26130DE	RICHMOND, KY	PB2	.1A PRESS BOX 2 of 2		Chris Stephens		
50768DC	RICHMOND, KY	STEEL1	.2A STEEL (SHIP FROM		Mary Szwarc		2/02/2026
50768DC	RICHMOND, KY	ALUM1	.1A ALS		Mary Szwarc	Hdw is ready - 1/27 - 1 skid hdw/fence mixed, 1 bundle - Placed in staging area	2/02/2026
50768DC	RICHMOND, KY	ALUM2	.2A ALUMINUM		Mary Szwarc	Hdw is ready - 2/2 - 4 boxes - Placed on shipping shelf	2/02/2026
50768DC	RICHMOND, KY	PB1	.1A PRESS BOX		Mary Szwarc		2/02/2026
50768DC	RICHMOND, KY	STEEL2	.1A STEEL (SHIP FROM		Mary Szwarc		
Shipped On: 5/11/2026							
51150DC	GREENBACK, TN	PB1	.1A PRESS BOX		Mary Szwarc		
49077DC	OOTELWAH, TN	PB1	.1A PRESS BOX		Mary Szwarc		11/18/2025
Shipped On: 5/18/2026							
50833DC	LOUISVILLE, KY	PB1	.1A PRESS BOX		Mary Szwarc		
Shipped On: 5/25/2026							
51320DC	SEYMOUR, TN	STEEL2	.1D STEEL		Steven Foley		
51320DC	SEYMOUR, TN	ALUM2	.1D ALUMINUM		Steven Foley	Hdw is ready - 4/16 - 1 skid of hdw/fence mixed - Placed in staging area	
51320DC	SEYMOUR, TN	ALUM1	.1C ALUMINUM		Steven Foley		
51320DC	SEYMOUR, TN	STEEL1	.1A STEEL		Steven Foley	Hdw is ready - 4/21 - 5 boxes - Placed on shipping shelf	
Shipped On: 6/1/2026							
26328DE	ELIZABETHTOWN, KY	PB1	.1A PRESS BOX		Chris Stephens		
26328DE	ELIZABETHTOWN, KY	ALUM1	.1A ALS		Chris Stephens		
51320DC	SEYMOUR, TN	PB1	.1A PRESS BOX		Steven Foley		
Shipped On: 6/10/2026							
52008DC	FORT MITCHELL, KY	STEEL1	.1A STEEL		Mary Szwarc		
52008DC	FORT MITCHELL, KY	ALUM2	.2A ALUMINUM		Mary Szwarc		

Section: (F) Orders To							
Shipped On: 6/10/2026							
Project #	**Ship City/State**	**Truck**	**Description**	**Ship Via**	**PM**	**Notes**	**Delivery Date**
52008DC	FORT MITCHELL, KY	STEEL2	.2A STEEL		Mary Szwarc		
52008DC	FORT MITCHELL, KY	ALUM1	.1A ALUMINUM		Mary Szwarc		
Shipped On: 6/29/2026							
26993DE	HOPKINSVILLE, KY	ALUM2	.2A ALS		Chris Stephens		
26993DE	HOPKINSVILLE, KY	ALUM1	.1A ALS		Chris Stephens		
Shipped On: 7/1/2026							
26881DE	LOUISVILLE, KY	ALUM1	.1A ALS		Chris Stephens		
Shipped On: 7/6/2026							
51918DC	BELLEVUE, KY	ALUM1	.1A ALUMINUM		Mary Szwarc		
51918DC	BELLEVUE, KY	STEEL1	.1A STEEL		Mary Szwarc		
Shipped On: 7/7/2026							
26982DE	BELLEVUE, KY	ALUM1	.1A ALS		Chris Stephens		
Shipped On: 7/27/2026							
26949DE	AUBURN, AL	ALUM1	.1A ALS		Chris Stephens		
80025DE	CORBIN, KY	ALUM1	.1A ALS		Chris Stephens		
26375DE	MEMPHIS, TN	ALUM1	.1A ALS		Chris Stephens		
50127DC	MEMPHIS, TN	ALUM3	.1D HARDWARE BACK		Mary Szwarc	21786 (RAIL BRACKETS) - 9 PCS.	
50127DC	MEMPHIS, TN	STEEL1	.1A STEEL		Mary Szwarc		3/02/2026
50127DC	MEMPHIS, TN	ALUM3	.1D ALUMINUM		Mary Szwarc	Hdw is ready - 2/2 - 1 skid hdw/fence mixed, 1 bundle - Placed in staging area	
50127DC	MEMPHIS, TN	STEEL2	.2A STEEL		Mary Szwarc		3/02/2026
50127DC	MEMPHIS, TN	ALUM1	.1C ALUMINUM		Mary Szwarc	Hdw is ready - 3/3 - 2 crates, 2 skids of fence, 3 bundles of rods - Placed in staging	3/02/2026
50127DC	MEMPHIS, TN	MS1	.1M METAL SALES		Mary Szwarc		
50127DC	MEMPHIS, TN	STEEL4	.3A STEEL		Mary Szwarc		
50127DC	MEMPHIS, TN	PB1	.2A PRESS BOX		Mary Szwarc		3/03/2026
50127DC	MEMPHIS, TN	STEEL3	.1D STEEL		Mary Szwarc		
50127DC	MEMPHIS, TN	ALUM1	.1C HDW BACK ORDERS		Mary Szwarc	21799 (5x5 floor flange), 22329 (30" BV), 22458 (3-ways), 293270 (epoxy), 283880	
50127DC	MEMPHIS, TN	ALUM2	.2C ALUMINUM		Mary Szwarc		3/02/2026
50127DC	MEMPHIS, TN	ALUM4	.3C ALUMINUM		Mary Szwarc		
Shipped On: 8/1/2026							
26946DE	ROCKY TOP, TN	ALUM1	.1A PARTS		Chris Stephens	Hdw is ready - 4/6 - 1 skid of hdw/fence mixed, 1 bundle - Placed in staging area	
Shipped On: 9/1/2026							
52208DC	CHATTANOOGA, TN	STEEL1	.1A STEEL		Mary Szwarc		
52208DC	CHATTANOOGA, TN	ALUM1	.1A ALUMINUM		Mary Szwarc		
52209DC	CHATTANOOGA, TN	STEEL1	.1A STEEL		Mary Szwarc		
52209DC	CHATTANOOGA, TN	ALUM1	.1A ALUMINUM		Mary Szwarc		
27043DE	LOUISVILLE, KY	ALUM1	.1A PARTS		Chris Stephens	Hdw is ready - 4/21 - 1 box - Placed on shipping shelf	
Shipped On: 9/8/2026							
52209DC	CHATTANOOGA, TN	PB1	.1A PRESS BOX		Mary Szwarc		
Shipped On: 10/26/2026							
48869DC	HARNED, KY	ALUM1	.1A ALUMINUM		Mary Szwarc		
48869DC	HARNED, KY	ALUM2	.2A ALS		Mary Szwarc		
48869DC	HARNED, KY	STEEL1	.1A STEEL		Mary Szwarc		
Shipped On: 11/2/2026							
48869DC	HARNED, KY	PB1	.1A PRESS BOX		Mary Szwarc		
Shipped On: 2/1/2027							
51300DC	LEXINGTON, KY	ALUM1	.1A ALS		Mary Szwarc		
Shipped On: 3/2/2027							
52001DC	LOUISVILLE, KY	ALUM1	.1A ALS		Mary Szwarc		
52001DC	LOUISVILLE, KY	STEEL1	.1A STEEL		Mary Szwarc		
52005DC	LOUISVILLE, KY	STEEL1	.1A STEEL		Mary Szwarc		
52005DC	LOUISVILLE, KY	ALUM1	.1A ALUMINUM		Mary Szwarc		

Shipping Report
4/28/2026 8:41:31 AM

DANT CLAYTON ELEVATE YOUR VIEW.

Section: (F) Orders To

Project #	Ship City/State	Truck	Description	Ship Via	PM	Notes	Delivery Date
Shipped On: 3/2/2027							
52005DC	LOUISVILLE, KY	PB1	.1A PRESS BOX		Mary Szwarc		
Shipped On: 3/9/2027							
52001DC	LOUISVILLE, KY	PB1	.1A PRESS BOX		Mary Szwarc		
Shipped On: 6/1/2027							
52003DC	LOUISVILLE, KY	PB1	.1A PRESS BOX		Mary Szwarc		
52003DC	LOUISVILLE, KY	ALUM1	.1A ALS		Mary Szwarc		
52003DC	LOUISVILLE, KY	ALUM2	.2A ALS		Mary Szwarc		

Client#: 1987031 TOADVENT2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/08/2026

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

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

PRODUCER
USI Insurance Services LLC-CL
435 N. Whittington Parkway, STE 250
Louisville, KY 40222

CONTACT NAME: Ethan Neutz
PHONE (A/C, No, Ext): -
FAX (A/C, No):
E-MAIL ADDRESS: ethan.neutz@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Automobile Mutual Insurance Co.	25135
INSURER B : Starstone Specialty Ins. Co.	44776
INSURER C : American Interstate Insurance Company	31895
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vine & Branch, LLC
14800 Taylorsville Road
Fisherville, KY 40023

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	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; X BI/PD Ded:1,000; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:			10152042CP	10/18/2025	10/18/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			10152043CA	10/18/2025	10/18/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB; OCCUR			10152044CU	10/18/2025	10/18/2026	EACH OCCURRENCE	$5,000,000
B	X EXCESS LIAB; X CLAIMS-MADE			CSX90721420P00	10/18/2025	10/18/2026	AGGREGATE	$5,000,000
	DED; X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y; (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCKY3423102025	10/18/2025	10/18/2026	PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Installation Fltr			10152042CP	10/18/2025	10/18/2026	$1,000,000/$1,000 Ded	

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

** Excess Liability Information **

B CSX90721420P00 Eff Date: 10/18/2025 Exp Date: 10/18/2026
Excess Liability Each Occ Limit: $5,000,000
Excess Liability Aggregate Limit: $5,000,000
(See Attached Descriptions)

CERTIFICATE HOLDER

Bellevue Independent Board of Education
219 Center St.
Bellevue, KY 41073

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

RE: Bellevue High School BP2: ADA Walkway and System.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AUTO PEAK SERIES FOR LIABILITY

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

1. EXPECTED OR INTENDED PROPERTY DAMAGE

Exclusion 2.a. in **SECTION I - COVERAGE A** is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. BROADENED NON-OWNED WATERCRAFT

A. If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, the following is added to Paragraph **2.g.(2)(b)** - **Exclusions** under **SECTION I - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraph **2.g.(2)(b)** of **SECTION I – COVERAGE A** is replaced by the following:

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

B. If Paragraph **2.A.** does not apply, the following is added to Paragraph **2.g.(2)** - **Exclusions** under **SECTION I - COVERAGE** pertaining to non-owned watercraft, is changed to the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

3. AMENDED SUPPLEMENTARY PAYMENTS

Paragraphs **b.** and **d.** of the **SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B** section are changed as shown:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $750 a day because of time off from work.

4. BROADENED DAMAGE TO PREMISES RENTED TO YOU

A. The paragraph immediately following **Exclusion 2.j.(6)** in **SECTION I - COVERAGE A**, is amended as follows:

Paragraph **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE.**

B. The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is amended as follows: Exclusions **c.** through **n.** do not apply to damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance.**

C. SECTION III - LIMITS OF INSURANCE is amended as follows:

Paragraph **6.** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage, while rented to you or temporarily occupied by you, with permission of the owner. Subject to all the terms of **SECTION III - LIMITS OF INSURANCE**, the Damage to Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.

D. Paragraph **4.b.(1)(a)(ii)** in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

(ii) That is Fire, Smoke, Lightning, Explosion, Water Damage, or Sprinkler Leakage Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.

E. Paragraph **9.a.** in **SECTION V - DEFINITIONS** is amended to read:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, lightning, explosion, or water damage or sprinkler leakage to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. ADDITIONAL INSURED - BROAD FORM VENDORS

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.

However, the insurance afforded to such "vendor":

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".

B. With respect to the insurance afforded to these "vendors", the following additional exclusions apply:

1. The insurance afforded the "vendor" does not apply to:

a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the "vendor";

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or

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

(1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

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

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This insurance does not apply if "'bodily injury" or "property damage" included within the "products completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

C. With respect to the insurance afforded to these "vendors", the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the "vendor" is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

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

D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease a building or premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by some negligent act or omissions by you, your employees, your agents, or your subcontractors as a result of your occupancy, maintenance or use of that part of the premises leased to you, provided that:

1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage was sought.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Exclusions

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Any structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) from which you lease a building or premises.

3. Any premise for which coverage is excluded by endorsement.

4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

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

7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

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

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

whichever is less.

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

8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

9. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a non-construction contract or agreement that such person (s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

B. The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;

2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

4. Engineering services, including related supervisory or inspection services;

5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

6. Any health or therapeutic service treatment, advice or instruction;

7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

10. Body piercing services;

11. Services in the practice of pharmacy;

12. Law enforcement or firefighting services; and

13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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

D. Paragraph **9.f.** of **SECTION V - DEFINITIONS** is amended as follows:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

A. Paragraph **3.** under **SECTION II – WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The last paragraph of **SECTION II – WHO IS AN INSURED** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past:

1. Partnership or joint venture; or
2. Limited liability company, unless Paragraph **A.** above applies;

that is not shown as a Named Insured in the Declarations.

11. LOCATION/PROJECT GENERAL AGGREGATE

A. For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERGE C**, which can be attributed only to:

(i) ongoing operations at a single project away from premises owned or rented to you or;

(ii) a single "location" owned or rented to you:

1. A separate Project/"Location" General Aggregate Limit applies to each applicable project or "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Project/"Location" General Aggregate Limit for each applicable project or "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Project/"Location" General Aggregate Limit for any other project or "location".
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Project/"Location" General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single project or only to operations at a single "location":

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Project/"Location" General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Project/"Location" General Aggregate Limit.

D. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.

E. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. LOCATION/PROJECT PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE** A because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed only to:

(i) "your work" at a single project; or

(ii) operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location".

1. A separate Project/"Location" Products-Completed Operations Aggregate Limit applies to each project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.

2. The Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organization making claims or bringing "suits"

3. Any payments made under **COVERAGE A** for damages shall reduce the Project/"Location" Products-Completed Operations Aggregate Limit for that project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Project/"Location" Products-Completed Operations Aggregate Limit for any other project or covered "location".

4. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Project/"Location" Products-Completed Operations Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:

(i) "your work" at a single project; or

(ii) operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location":

1. Any payments made under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and

2. Such payments shall not reduce any Project/"Location" Products-Completed Operations Aggregate Limit.

C. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Project/"Location" General Aggregate Limit.

D. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.

E. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

'Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. The provisions of **SECTION III – LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

13. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraphs **e.** and **f.** are added to **2. Duties In the Event of Occurrence, Offense, Claim Or Suit**, as shown:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An "executive officer" or insurance manager, if you are a corporation.

(4) A member or manager if the named insured is a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An "executive officer" or insurance manager, if you are a corporation.

(4) A member or manager if the named insured is a limited liability company.

14. INCIDENTAL HEALTH CARE MALPRACTICE LIABILITY

Only with respect to "bodily injury" arising out of a "health care incident" described in this endorsement, the following applies:

A. The following is added to Paragraph 1.b.**Insuring Agreement** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I – COVERAGES**

Incidental Health Care Malpractice Liability

This insurance applies to "bodily injury" arising out of a "health care incident" providing the professional health care services are incidental to the named insured's primary business purpose when the "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory" and occurs during the policy period.

B. Paragraph **2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I – COVERAGES** is amended as follows:

1. Paragraph **2.b., Contractual Liability** is deleted and replaced with the following:

b. Contractual Liability

"Bodily injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

2. The following is added:

Any "health care incident" for which coverage is excluded by separate endorsement.

C. The following replaces to Paragraph **2.a.(1)(d)** of **SECTION II – WHO IS AN INSURED**

(d) Arising out of his or her providing or failing to provide "professional health care services".

However, if your primary business purpose is not providing "professional health care services", paragraph **(d)** does not apply to "bodily injury" arising out of a "health care incident" and will be considered within the performance of their duties related to the conduct of your business.

D. SECTION V - DEFINITIONS is amended to:

1. Add the following definitions:

a. "Health care incident" means an act, error or omission by the named insured's "employee's" or "volunteer workers" in the rendering of:

(1) "Professional health care services" on behalf of the named insured; or

(2) Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

b. "Professional health care services" means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

(1) Physician;
(2) Nurse;
(3) Nurse practitioner;
(4) Emergency medical technician;
(5) Paramedic;
(6) Dentist;
(7) Physical therapist;
(8) Psycho therapist;
(9) Psychologist;
(10) Speech therapist; or
(11) Other allied health professional

2. The definition of "occurrence" is deleted and replaced with the following:

"Occurrence" means a "health care incident". All acts, errors or omission that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence";

E. Paragraph **4.b.(1) Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self-insurance or risk transfer instrument, whether primary, excess, contingent of on any other basis, except for insurance purchased specifically by the named insured to be excess of this coverage.

15. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

16. PRIMARY AND NONCONTRIBUTORY

Subparagraph **a. Primary Insurance** of Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

17. "MOBILE EQUIPMENT" REDEFINED

SECTION V - DEFINITIONS is amended as follows:

a. Paragraph **12.f.(1)(a)**, **(b)**, and **(c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Paragraph **6.** of **SECTION IV - CONDITIONS**: Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

19. FELLOW EMPLOYEE COVERAGE

For the purpose of this coverage, paragraph **2.a.(1)**, in **SECTION II – WHO IS AN INSURED**, is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury":

- **(a)** To you, to your partners or member (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.
- **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- **(d)** Arising out of his or her providing or failing to provide professional health care services.

However, this does not apply to "bodily injury" to a co -"employee" when caused by your "employee", except with respect to claims for "bodily injury" to:

- **(a)** A person arising out of any:
  - **(i)** Refusal to employ that person;
  - **(ii)** Termination of that person's employment; or
  - **(iii)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;

(b) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)** **(i)**, **(ii)**, or **(iii)** above is directed; or

(c) Any person due to alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

20. BROADENED BODILY INJURY DEFINITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following replaces paragraph **3.** in **SECTION V - DEFINITIONS**:

a. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time resulting from the bodily injury, sickness or disease.

21. ALIENATED PREMISES AMENDMENT

Paragraph **2.J.(2), Exclusions**, of **SECTION I - COVERAGE A.** Bodily Injury and Property Damage Liability is replaced as follows:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

22. UNMANNED AIRCRAFT COVERAGE

A. The following is added to Exclusion **2.g.** Aircraft, Auto or Watercraft under **Section I - Coverage A - Bodily Injury and Property Damage Liability**

This exclusion does not apply to:

(6) Unmanned Aircraft

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft" weighing 15 lbs or less. Use includes operation and "loading or unloading".

B. The following is added to **SECTION V - DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

If forms CG 21 09, CG 21 10 or CG 21 11 are attached to this policy, they do not apply to the extent that coverage is provided under this Paragraph **19. UNMANNED AIRCRAFT COVERAGE**

23. COORDINATING COVERAGE

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per "occurrence" and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per "occurrence" and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

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A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

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

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the $2,000 limit for cost of bail bonds with $5,000 in paragraph (2); and
2. Replace the $250 a day limit for reasonable expenses including actual loss of earnings with $500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the $1,000 with $2,500.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to $75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease of loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects which are:

(1) owned by an "insured"; and

(2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to $100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member or employee

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a $100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a $1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

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Robert Ehmet Hayes & Assoc.