

# 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***



KENTUCKY DEPARTMENT OF  
**EDUCATION**  
*Every Child Proficient and Prepared for SUCCESS*

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

# Kentucky Department of Education Version of AIA Document A101 – 2007

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

AGREEMENT made as of the      Fifteenth      day of      December  
in the year      Two Thousand Fifteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)  
Henderson County Board of Education  
1805 Second Street  
Henderson, KY 42420

and the Contractor:  
(Name, legal status, address and other information)  
Preferred Construction Services, Inc.  
3069 Ohio Drive  
Henderson, KY 42420

for the following Project:  
(Name, location and detailed description)  
Henderson County Schools Misc. Roofing 2015  
Henderson, Kentucky

Reroof approximately 41,021 sq.ft. at South Middle School, approximately  
9,717 sq.ft. at East Heights Elementary School, and approximately 16,440 sq.ft.  
at Henderson County High School.

The Architect:  
(Name, legal status, address and other information)  
RBS Design Group, PSC  
723 Harvard Drive  
Owensboro, KY 42301

The Owner and Contractor agree as follows.



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

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### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

Not Applicable

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

init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*

The Substantial Completion date shall be midnight, May 15, 2016.

#### 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

(\$ ), 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

One Million Three Hundred Fifty-Seven Thousand Three Hundred Thirty One Dollars and Fifty-Five cents.

(\$ 1,357,331.55 ), 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	\$ 1,357,331.55
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 1,357,331.55
Sum of Owner's direct Purchase Orders	\$ 0.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 1,357,331.55

Init.



**§ 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.)*

Not Applicable

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.)*

See Attachment for unit prices

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.)*

Not Applicable

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

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See Specification Section 1290 - 1.4B

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-five ( 45 ) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

- .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.*

**§ 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.)*

Prime interest rate at the Owner's bank.

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

Donnie Thacker  
Henderson County Schools  
1805 Second Street  
Henderson, KY 42420

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

David Coudret  
Preferred Construction Services, Inc.  
3069 Ohio Drive  
Henderson, KY 42420

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

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor --- KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction --- KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

*(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)*

See Attached Section 00010 - PROJECT MANUAL INDEX

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

See Attached Section 00010 - PROJECT MANUAL INDEX

Section	Title	Date	Pages
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Init.

**§ 9.1.5 The Drawings:**

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

See Attached Section 00015 - DRAWING INDEX

Number	Title	Date
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**§ 9.1.6 The Addenda, if any:**

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

None

Number	Date	Pages
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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:

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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~~

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 — KDE Version.

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

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature)

Marganna Stanley, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

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- ♦ INDUSTRIAL
- ♦ ROOFING
- ♦ SHEET METAL

# Preferred

Construction Services, Inc.

11/2/2015

Mr. Craig Thomas AIA

RBS Design Group

Owensboro, KY

RE: Henderson County Schools- Miscellaneous Roofing -2015

The following estimate is prepared using agreed upon pricing between the Kentucky Educational Development Corporation and Preferred Construction Services, Inc.

Description	Sq Ft	Unit Price	Amount
East Heights Cafeteria			
Roof tear-off to gypsum deck	9717 sq ft @	\$3.90/sq ft	\$37,896.30
New ¼" tapered insulation (includes crickets)	11,860 sq ft @	\$1.80/sq ft	\$21,348.00
2" Isocyanurite fill for taper	23,520 sq ft @	\$1.50/ sq ft	\$35,280.00
New modified bituman roof system	9717 sq ft @	\$13.50/sq ft	\$131,179.50
South Middle School Gym			
Roof tear-off to deck	16,857 sq ft @	\$3.85/sq ft	\$64,899.45
New modified bituman roof system	16,857 sq ft @	\$13.50 sq ft	\$227,569.50
South Middle School			
Roof tear-off to deck	24,164 sq ft @	\$3.85/ sq ft	\$93,031.40
New ¼" tapered insulation (includes crickets)	22,439 sq ft @	1.80/sq ft	\$40,390.20
2" isocyanurite fill for taper	64,352 sq ft @	\$1.50 sq ft	\$96,528.00
New modified bituman roof system	24,164 sq ft @	\$13.50 sq ft	\$326,214.00
County High School			
Roof tear-off to deck	16,440 sq ft @	\$3.85 sq ft	\$63,294.00
New ¼" Tapered insulation	16,440 sq ft @	\$1.80 /sq ft	\$29,592.00
2" isocyanurite fill for taper	62,608 sq ft @	\$1.50/sq ft	\$93,912.00
New modified bituman roof system	16,440 sq ft @	\$13.50/ sq ft	\$221,940.00
Deduct 4" isocyanurite base layer			
East Heights Cafeteria	9717 sq ft @	\$3.00/sq ft	\$29,151.00
South Middle School	22,439 sq ft @	3.00/sq ft	\$67,317.00
County High	16,440 sq ft @	\$3.00/sq ft	\$49,320.00
Raise Curbs at HCS and East Heights(MCI)	\$8320.00+ 10%		\$9152.00
Install 3 drains and saw cut and repair sidewalk (AVP)	\$9912.00 + 10%		\$10,903.20
Total Construction Cost			\$1,357,331.55



Date: 8/12/2013 To: (Owner) Kentucky Educational Development Corporation

Project Title: PV-MBPMR-2013 Modified Bituman Protected Roofing

City, County Henderson, KY

Name of Contractor/Supplier: Preferred Construction Services, Inc.

Mailing Address: PO Box 283 Henderson, KY 42419

Business Address: 3069 Ohio Drive Henderson, KY 42420 Telephone 270-827-5800

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

Addendum one (Insert the addendum numbers received or the word "none" if no addendum received.)

**BASE BID**

**See Unit Pricing bid schedule for Modified Bituminous Protected Membrane Roofing (page 27 through 34).**

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

\_\_\_\_\_ Use Figures

\_\_\_\_\_ Dollars & \_\_\_\_\_ Cents

Use Words Use Words

**ALTERNATE BIDS** (If applicable and denoted in the Supplemental Conditions)

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

Alternate Bid No. 1	(Add/Deduct)	\$ _____
Alternate Bid No. 2	(Add/Deduct)	\$ _____
Alternate Bid No. 3	(Add/Deduct)	\$ _____
Alternate Bid No. 4	(Add/Deduct)	\$ _____

Item #	Item	Warranty Period	Comments	Quantity	Measuring Unit	Units	Total cost \$ (bidder to enter)
1	Roof scan	N/A	Written report of found results to be provided	>1,000 but <10,000	square foot	100 s.f.	.28/sq ft
2	Roof scan	N/A	Written report of found results to be provided	>10,000 but <25,000	square foot	100 s.f.	.20/sq ft
3	Roof scan	N/A	Written report of found results to be provided	>25,000 but <50,000	square foot	100 s.f.	.165/sq ft
4	Roof scan	N/A	Written report of found results to be provided	>50,000 but <100,000	square foot	100 s.f.	.12/sq ft
5	Roof scan	N/A	Written report of found results to be provided	>100,000	square foot	100 s.f.	.11/sq ft
6	Complete roof tear-off	N/A	Complete tear-off of ballast, single ply roof membrane and maximum of 3" rigid insulation to expose roof deck	>1,000 but <10,000	square foot	100 s.f.	\$3.50/sq ft
7	Complete roof tear-off	N/A	Complete tear-off of ballast, single ply roof membrane and maximum of 3" rigid insulation to expose roof deck	>10,000 but <25,000	square foot	100 s.f.	3.40/sq ft
8	Complete roof tear-off	N/A	Complete tear-off of ballast, single ply roof membrane and maximum of 3" rigid insulation to expose roof deck	>25,000 but <50,000	square foot	100 s.f.	3.30/sq ft
9	Complete roof tear-off	N/A	Complete tear-off of ballast, single ply roof membrane and maximum of 3" rigid insulation to expose roof deck	>50,000 but <100,000	square foot	100 s.f.	3.25/sq ft
10	Complete roof tear-off	N/A	Complete tear-off of ballast, single ply roof membrane and maximum of 3" rigid insulation to expose roof deck	>100,000	square foot	100 s.f.	3.22/sq ft
11	Complete roof tear-off	N/A	Complete tear-off of coal tar pitch built up roof and maximum of 3" rigid insulation to expose roof deck	>1,000 but <10,000	square foot	100 s.f.	4.70/sq ft
12	Complete roof tear-off	N/A	Complete tear-off of coal tar pitch built up roof and maximum of 3" rigid insulation to expose roof deck	>10,000 but <25,000	square foot	100 s.f.	4.68/sq ft
13	Complete roof tear-off	N/A	Complete tear-off of coal tar pitch built up roof and maximum of 3" rigid insulation to expose roof deck	>25,000 but <50,000	square foot	100 s.f.	4.65/sq ft
14	Complete roof tear-off	N/A	Complete tear-off of coal tar pitch built up roof and maximum of 3" rigid insulation to expose roof deck	>50,000 but <100,000	square foot	100 s.f.	4.60/sq ft
15	Complete roof tear-off	N/A	Complete tear-off of coal tar pitch built up roof and maximum of 3" rigid insulation to expose roof deck	>100,000	square foot	100 s.f.	4.58/sq ft
16	Complete roof tear-off	N/A	Complete tear-off of built up asphalt roof membrane and maximum of 3" insulation to expose roof deck	>1,000 but <10,000	square foot	100 s.f.	3.90/sq ft

17	Complete roof tear-off	N/A	Complete tear-off of built up asphalt roof membrane and maximum of 3" insulation to expose roof deck	>10,000 but <25,000	square foot	100 s.f.	3.85/sq ft
18	Complete roof tear-off	N/A	Complete tear-off of built up asphalt roof membrane and maximum of 3" insulation to expose roof deck	>25,000 but <50,000	square foot	100 s.f.	3.80/sq ft
19	Complete roof tear-off	N/A	Complete tear-off of built up asphalt roof membrane and maximum of 3" insulation to expose roof deck	>50,000 but <100,000	square foot	100 s.f.	3.75/sq ft
20	Complete roof tear-off	N/A	Complete tear-off of built up asphalt roof membrane and maximum of 3" insulation to expose roof deck	>100,000	square foot	100 s.f.	3.90/sq ft
21	Complete roof tear-off	N/A	Complete tear-off modified bitumen roof membrane and maximum of 3" insulation to expose roof deck	>1,000 but <10,000	square foot	100 s.f.	3.85/sq ft
22	Complete roof tear-off	N/A	Complete tear-off modified bitumen roof membrane and maximum of 3" insulation to expose roof deck	>10,000 but <25,000	square foot	100 s.f.	3.82/sq ft
23	Complete roof tear-off	N/A	Complete tear-off modified bitumen roof membrane and maximum of 3" insulation to expose roof deck	>25,000 but <50,000	square foot	100 s.f.	3.80/sq ft
24	Complete roof tear-off	N/A	Complete tear-off modified bitumen roof membrane and maximum of 3" insulation to expose roof deck	>50,000 but <100,000	square foot	100 s.f.	3.75/sq ft
25	Complete roof tear-off	N/A	Complete tear-off modified bitumen roof membrane and maximum of 3" insulation to expose roof deck	>100,000	square foot	100 s.f.	3.75/sq ft
26	Wood Blocking Removal	N/A	Complete removal of existing wood blocking	unlimited	board foot	board foot	1.50
27	New Wood Blocking	-	Installation of new treated wood blocking	unlimited	board foot	board foot	4.12
28	New membrane over existing	20	Remove ballast, cut membrane into sections not more than 100 s.f., mechanically attach 1/2" wood fiber, install base sheet in hot asphalt, cap sheet in cold adhesive	>1,000 but <10,000	square foot	100 s.f.	16.35/sq ft
29	New membrane over existing	20	Remove ballast, cut membrane into sections not more than 100 s.f., mechanically attach 1/2" wood fiber, install base sheet in hot asphalt, cap sheet in cold adhesive	>10,000 but <25,000	square foot	100 s.f.	10.90/sq ft

30	New membrane over existing	20	Remove ballast, cut membrane into sections not more than 100 s.f., mechanically attach 1/2" wood fiber, install base sheet in hot asphalt, cap sheet in cold adhesive	>25,000 but <50,000	square foot	100 s.f.	9.95/sq ft
31	New membrane over existing	20	Remove ballast, cut membrane into sections not more than 100 s.f., mechanically attach 1/2" wood fiber, install base sheet in hot asphalt, cap sheet in cold adhesive	>50,000 but <100,000	square foot	100 s.f.	9.57/sq ft
32	New membrane over existing	20	Remove ballast, cut membrane into sections not more than 100 s.f., mechanically attach 1/2" wood fiber, install base sheet in hot asphalt, cap sheet in cold adhesive	>100,000	square foot	100 s.f.	9.23/sq ft
33	All new roof system	20	New roof system consisting of 2 layers of 2" polyisocyanurate insulation mechanically attached to existing metal roof deck, 1/2" woodfiber recovery board placed in hot asphalt, base ply in hot asphalt and cap sheet in cold adhesive	>1,000 but <10,000	square foot	100 s.f.	18.50/sq ft
34	All new roof system	20	New roof system consisting of 2 layers of 2" polyisocyanurate insulation mechanically attached to existing metal roof deck, 1/2" woodfiber recovery board placed in hot asphalt, base ply in hot asphalt and cap sheet in cold adhesive	>10,000 but <25,000	square foot	100 s.f.	13.50/sq ft
35	All new roof system	20	New roof system consisting of 2 layers of 2" polyisocyanurate insulation mechanically attached to existing metal roof deck, 1/2" woodfiber recovery board placed in hot asphalt, base ply in hot asphalt and cap sheet in cold adhesive	>25,000 but <50,000	square foot	100 s.f.	12.55/sq ft
36	All new roof system	20	New roof system consisting of 2 layers of 2" polyisocyanurate insulation mechanically attached to existing metal roof deck, 1/2" woodfiber recovery board placed in hot asphalt, base ply in hot asphalt and cap sheet in cold adhesive	>50,000 but <100,000	square foot	100 s.f.	12.25/sq ft
37	All new roof system	20	New roof system consisting of 2 layers of 2" polyisocyanurate insulation mechanically attached to existing metal roof deck, 1/2" woodfiber recovery board placed in hot asphalt, base ply in hot asphalt and cap sheet in cold adhesive	>100,000	square foot	100 s.f.	11.85/sq ft

38	Tectum Deck Removal	N/A	Complete removal of existing Tectum Deck	>1,000 but <10,000	square foot	100 s.f.	19.80/sq ft
39	Tectum Deck Removal	N/A	Complete removal of existing Tectum Deck	>10,000 but <25,000	square foot	100 s.f.	16.00/sq ft
40	Tectum Deck Removal	N/A	Complete removal of existing Tectum Deck	>25,000 but <50,000	square foot	100 s.f.	15.00/sq ft
41	Tectum Deck Removal	N/A	Complete removal of existing Tectum Deck	>50,000 but <100,000	square foot	100 s.f.	14.00/sq ft
42	Tectum Deck Removal	N/A	Complete removal of existing Tectum Deck	>100,000	square foot	100 s.f.	13.50/sq ft
43	Concrete Deck Removal	N/A	Complete removal of existing Concrete Deck	>1,000 but <10,000	square foot	100 s.f.	25.00/sq ft
44	Concrete Deck Removal	N/A	Complete removal of existing Concrete Deck	>10,000 but <25,000	square foot	100 s.f.	22.00/sq ft
45	Concrete Deck Removal	N/A	Complete removal of existing Concrete Deck	>25,000 but <50,000	square foot	100 s.f.	21.00/sq ft
46	Concrete Deck Removal	N/A	Complete removal of existing Concrete Deck	>50,000 but <100,000	square foot	100 s.f.	20.00/sq ft
47	Concrete Deck Removal	N/A	Complete removal of existing Concrete Deck	>100,000	square foot	100 s.f.	19.00/sq ft
48	Steel Deck Removal	N/A	Complete removal of existing Steel Deck	>1,000 but <10,000	square foot	100 s.f.	9.06/sq ft
49	Steel Deck Removal	N/A	Complete removal of existing Steel Deck	>10,000 but <25,000	square foot	100 s.f.	5.85/sq ft
50	Steel Deck Removal	N/A	Complete removal of existing Steel Deck	>25,000 but <50,000	square foot	100 s.f.	5.70/sq ft
51	Steel Deck Removal	N/A	Complete removal of existing Steel Deck	>50,000 but <100,000	square foot	100 s.f.	5.60/sq ft
52	Steel Deck Removal	N/A	Complete removal of existing Steel Deck	>100,000	square foot	100 s.f.	5.40/sq ft
53	Wood Deck Removal	N/A	Complete removal of existing Wood Deck	>1,000 but <10,000	square foot	100 s.f.	12.00/sq ft
54	Wood Deck Removal	N/A	Complete removal of existing Wood Deck	>10,000 but <25,000	square foot	100 s.f.	10.50/sq ft
55	Wood Deck Removal	N/A	Complete removal of existing Wood Deck	>25,000 but <50,000	square foot	100 s.f.	9.75/sq ft
56	Wood Deck Removal	N/A	Complete removal of existing Wood Deck	>50,000 but <100,000	square foot	100 s.f.	9.00/sq ft
57	Wood Deck Removal	N/A	Complete removal of existing Wood Deck	>100,000	square foot	100 s.f.	8.25/sq ft

58	Light-Weight Concrete Deck Removal	N/A	Complete removal of existing Light-weight Concrete Deck	>1,000 but <10,000	square foot	100 s.f.	37.00/sq ft
59	Light-Weight Concrete Deck Removal	N/A	Complete removal of existing Light-weight Concrete Deck	>10,000 but <25,000	square foot	100 s.f.	26.00/sq ft
60	Light-Weight Concrete Deck Removal	N/A	Complete removal of existing Light-weight Concrete Deck	>25,000 but <50,000	square foot	100 s.f.	20.00/sq ft
61	Light-Weight Concrete Deck Removal	N/A	Complete removal of existing Light-weight Concrete Deck	>50,000 but <100,000	square foot	100 s.f.	19.00/sq ft
62	Light-Weight Concrete Deck Removal	N/A	Complete removal of existing Light-weight Concrete Deck	>100,000	square foot	100 s.f.	18.00/sq ft
63	Gypsum Deck Removal	N/A	Complete removal of existing Gypsum Deck	>1,000 but <10,000	square foot	100 s.f.	39.00/sq ft
64	Gypsum Deck Removal	N/A	Complete removal of existing Gypsum Deck	>10,000 but <25,000	square foot	100 s.f.	28.00/sq ft
65	Gypsum Deck Removal	N/A	Complete removal of existing Gypsum Deck	>25,000 but <50,000	square foot	100 s.f.	22.00/sq ft
66	Gypsum Deck Removal	N/A	Complete removal of existing Gypsum Deck	>50,000 but <100,000	square foot	100 s.f.	21.00/sq ft
67	Gypsum Deck Removal	N/A	Complete removal of existing Gypsum Deck	>100,000	square foot	100 s.f.	20.00/sq ft
68	Wet Insulation	-	Remove existing wet insulation as determined from roof scan and replace with specified product	unlimited	square foot	square foot	30.00/sq ft
69	Core Cuts	-	Core cut thru entire membrane to roof deck, identify type and thickness of materials, install sealant in void	unlimited	each	each	400.00/ea
70	Walk Pads	-	Provide and install walkway pads	unlimited	square foot	square foot	8.00/sq ft
71	Expansion Joint	-	Provide and install bellows type building expansion joint	unlimited	lineal foot	lineal foot	25.00/1f
72	Roof Increase	-	Provide premium percent increase (for items 33-37 if any) for roofs with 2 levels.	-	square foot	-	None
73	Roof Increase	-	Provide premium percent increase (for items 33-37 if any) for roofs with 3 levels.	-	square foot	-	5%
74	Roof Increase	-	Provide premium percent increase (for items 33-37 if any) for roofs with more than 3 levels.	-	square foot	-	8%

**UNIT PRICES**

**See Unit bid Pricing for Modified Bituminous Protected Membrane Roofing (page 27 through 34).**

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

WORK	PRICE	UNIT
1. _____	\$ _____	/ _____
2. _____	\$ _____	/ _____
3. _____	\$ _____	/ _____
4. _____	\$ _____	/ _____
5. _____	\$ _____	/ _____
6. _____	\$ _____	/ _____
7. _____	\$ _____	/ _____
8. _____	\$ _____	/ _____
9. _____	\$ _____	/ _____
10. _____	\$ _____	/ _____

(Provide attachment for additional unit prices)

**NOTE: The bidder shall submit the above list of unit prices with the bid.**

**LIST OF PROPOSED SUBCONTRACTORS**

List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

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

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

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
1. Thermal Scans	Roof Management- Goshen, KY
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

(Provide attachment for additional work/material - subcontractor/supplier)

**NOTE: The bidder shall submit the above list of subcontractors with the bid.**

LIST OF MATERIALS/MANUFACTURERS

MATERIAL DESCRIPTION BY SPECIFICATION  
DIVISION AND CATEGORY

MANUFACTURER

1	<u>Modified Bituman</u>	<u>SIPLAST</u>
2		
3		
4		
5		
6		
7		
8		
9		
10		

(Provide attachment for additional material/manufacturers.)

NOTE: The bidder shall submit the above list of materials with the bid.

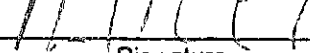
TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

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

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

Submitted by:

NAME OF CONTRACTOR: Preferred Construction Services, Inc.

AUTHORIZED REPRESENTATIVE:   
Signature

NAME (typed) David Coudret

TITLE: President

NOTICE: A bid bond or certified check or cash must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.



INDUSTRIAL  
♦ ROOFING  
♦ SHEET METAL

# Preferred

*Construction Services, Inc.*

8/12/2013

Kentucky Educational Cooperative  
904 Rose Road  
Ashland, KY 41102

RE: PV-MBPMR-2013 Mod Bit Protected Membrane Roofing

## UNIT PRICES / per Addendum

1. \$9.00/lf
2. 13.00/lf
3. 7.00/lf
4. 175.00/ca
5. 295.00/ea
6. 80.00/ea
7. 385.00/ea
8. 135.00/ea
9. 75.00/ea
10. 85.00/10 lf

## JOB HISTORY- Modified Bitumen Systems

1. Davies County Detention- LWT , 582 sqs, \$525,000.00 4/13
2. Madisonville Community College Tech Center – Polyisocyanurate (R-19), 410 sqs 2/2009
3. Burns Middle School- 600 sqs \$450,000.00, 2001
4. Belmont School- 700 sqs, \$585,000.00, 2010
5. Western State Hospital- 480 sqs. \$475,000.00, 2011
6. Madisonville Community College, Gray Building- 450 sqs \$525,000.00, 2012
7. Mead Johnson Building 2-410 sqs, \$380,000.00 1998
8. KU- Green River Station- 430 sqs, \$610,000.00, 2012
9. Mead Johnson Lemke Building- 405 sqs \$390,000.00, 1997
10. Wayland Alexander School- 500 sqs. \$410,000.00 1996

Contract Number: 5716-PV-MBPMR-2013R2

AGREEMENT BETWEEN THE  
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

Approved at

AND

OCT 2 | 2015

PREFERRED CONSTRUCTION SERVICES, Inc.

KEDC Board Meeting

This agreement is made and entered into the 1<sup>st</sup> day of October, 2015, by and between the Kentucky Educational Development Corporation (KEDC), 904 Rose Road, Ashland, KY 41102-7104, and Preferred Construction Services, Inc., 3069 Ohio Drive, Henderson, KY 42419. KEDC is an educational cooperative organized under the Interlocal Cooperation Act and providing various services to its member school districts. KEDC is also acting as fiscal agent for all Kentucky Purchasing Cooperative members including the following similarly organized Kentucky educational cooperatives that offer bidding services:

- Green River Regional Educational Cooperative (GRREC)
- Northern Kentucky Cooperative for Educational Services (NKCES)
- Ohio Valley Educational Cooperative (OVEC)
- Southeast/South-Central Educational Cooperative (SESC)
- West Kentucky Educational Cooperative (WKEC)

The original Agreement initially commenced on October 24, 2013, with KEDC reserving the right for one-year extensions as permitted by Kentucky Model Procurement Code, KRS Chapter 45A. This agreement represents the 2<sup>nd</sup> extension for an additional term of one (1) year from October 1, 2015 to September 30, 2016. This agreement incorporates the complete Project Manual for Modified Bituminous Protected Membrane Roofing and Preferred Construction Services' bid response by reference. Upon the signature of an authorized officer of KEDC and an authorized representative of the above named company or corporation, this agreement is hereby executed.

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

Nancy L. Hutchinson  
KEDC Executive Director

10/1/2015  
Date

Nancy L. Hutchinson

Printed Name

PREFERRED CONSTRUCTION SERVICES, Inc.

David Couderc  
Signature

10/10/15  
Date

David Couderc - President  
Printed Name

K. Bell  
KEDC Board Chairman  
10/23/15  
Date



WKEC 251

**KENTUCKY PURCHASING COOPERATIVES (KPC)**

**Fiscal Agent:**

**Kentucky Educational Development Corporation (KEDC)**

904 Rose Road, Ashland, KY 41102-7104

[www.kedc.org](http://www.kedc.org) Phone (606) 928-0205 FAX (606) 928-3785

**Serving individual school districts and the following Educational Cooperatives:**

**Green River Regional Educational Cooperative (GRREC)**

**Kentucky Educational Development Corporation (KEDC)**

**Northern Kentucky Cooperative for Educational Services (NKCES)**

**SouthEast/SouthCentral Educational Cooperative (SESC)**

**West Kentucky Educational Cooperative (WKEC)**

**Henderson County**

**KPC MEMBERSHIP AGREEMENT**

**KPC MEMBERSHIP**

**\$ NO FEE**

- **Kentucky Purchasing Cooperatives (KPC) membership including access to collective bidding, purchasing, and technology services;**

The Universal Service Fund Letter of Agency on the reverse of this form facilitates USF Reimbursement for Districts utilizing USF eligible Consortium Bids and is incorporated in this agreement. Your signature below authorizes KEDC to submit USF form 470 on your behalf and certifies compliance with the USF regulations contained in the Letter of Agency by the Henderson County Schools.

To assist KPC's ongoing efforts to improve the Collective Bidding/Purchasing and Technology Services, Henderson County Schools agrees to provide KPC as requested with annual and periodic Vendor Lists comprised of information such as vendor name, total amount purchased, items purchased, quantities, and purchase prices. District agrees to notify KPC of any new construction or renovation to allow KPC to advise of services available. District agrees to notify KPC when it is soliciting its own bids. If the district utilizes the KPC Insurance bidding service, the district agrees not to accept quotes from non-bidding vendors after Insurance bids have been opened.

I hereby certify that the Henderson Board of Education has agreed to participate in the KPC programs and services with the terms as indicated above.

Signature: \_\_\_\_\_

Board Chairperson

Printed Name: \_\_\_\_\_

Benn Johnston  
Board Chairperson

Date: 2-15-12

Board Order # \_\_\_\_\_

123

(Please supply)

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END OF SECTION 00015