



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
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Eastern, KY 41622
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Standard Form of Agreement between the Floyd County Board and Dixie Roofing for the Bus Garage Re-Roof project, pending KDE approval.

Applicable State or Regulations: General Powers and Duties of Board/Capital Construction Process 702 KAR 4:180.

Fiscal/Budgetary Impact: The revised BG-1 cost is \$419,447.98.

History/Background:

July 26, 2021

The Board hired RossTarrant Architects for the roof project (Order#19873).

October 25, 2021

The Board approved the initial BG-1 BG# 22-129 (Order #19946).

November 22, 2021

RossTarrant Architect's Contract was approved by the board (Order #19958).

December 20, 2021

Board approved to advertise for sealed bids (Order# 19969).

January 20, 2022

Board approved low bid from Dixie Roofing in the amount of \$367,470 (Order# 19989).

February 28, 2022

Board approved revised BG-1 (Order# 20000).

April 4, 2022

Board attorney reviewed contract and approved. (Attached Email)

Recommended Action: To approve the agreement as presented, pending KDE approval.

Contact Person(s): Linda Hackworth, 606-874-9569

N/A
Principal

Linda Hackworth
Director

Anna W. Shepherd
Superintendent

Date: April 7, 2022

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 1st day of April
in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Floyd County Board of Education
442 KY Route 550
Prestonsburg, Kentucky 41622-6926

and the Contractor:
(Name, legal status, address and other information)
Dixie Roofing, Inc.
672 Fox Den Lane
LaFollette, Tennessee 37766

for the following Project:
(Name, location and detailed description)
Floyd County Bus Garage Roof Replacement
Martin, Floyd County, Kentucky
BG 22-129
RTA 2135

The Architect:
(Name, legal status, address and other information)
RossTarrant Architects, Inc.
101 Old Lafayette Avenue
Lexington, Kentucky 40502

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:

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

init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) 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.)

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 one hundred fifty dollars and no cents

(\$ 150.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three hundred sixty-seven thousand four hundred seventy dollars and no cents (\$ 367,470.00), 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 | \$ 367,470.00 |
| Sum of Accepted Alternates | \$.00 |
| Total Construction Cost (the sum of base bid amount plus sum of accepted alternates) | \$ 367,470.00 |
| Sum of Owner's direct Purchase Orders | \$.00 |
| Contract Sum (total construction cost less Owner direct Purchase Orders) | \$ 367,470.00 |

init.

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§ 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.)

None.

| Number | Item Description | Amount |
|---------------------|------------------|--------|
| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| 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.)

None.

| 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.)

None.

| Item | Price |
|------|-------|
|------|-------|

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th 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.)

Int.

- 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.)

Init.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007 — KDE Version, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007 — KDE Version
- ☒ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Not applicable.

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

To be determined.

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

To be determined.

Init.

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

§ 8.6 Other provisions:

None.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

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

| Document | Title | Date | Pages |
|----------|--------------------------|------|-------|
| 007300 | Supplementary Conditions | | 14 |

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

Refer to Project Manual Index.

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

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§ 9.1.5 The Drawings:

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

Refer to Drawing Index.

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

§ 9.1.6 The Addenda, if any:

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

| Number | Date | Pages |
|--------|--------|-------|
| 1 | 1/5/22 | 1 |
| 2 | 1/7/22 | 3 |

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:

Not applicable.

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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
- Supplemental Instructions to Bidders

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.)

Refer to Supplementary Conditions for additional bond and insurance requirements.

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)


CONTRACTOR (Signature)

(Printed name and title)

Brad Sharp / Vice-President
(Printed name and title)

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BG No. 22-129

Date: 1/13/2022 To: (Owner) Floyd County Board of Education

Project Name: Floyd County Bus Garage Roof Replacement Bid Package: NA (GC)

City, County: Martin, Floyd County, Kentucky

Name of Contractor: Dixie Roofing, Inc.

Mailing Address: 672 Fox Den Lane, LaFollette, TN 37766

Business Address: 672 Fox Den Lane, LaFollette, TN 37766 Telephone: 423-562-0031

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

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

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

\$ 367,470.00

Use Figures

Three Hundred Sixty Seven Thousand Four Hundred Seventy Dollars & Zero Cents

Use Words

Use Words

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

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

| Alternate Bid No. | Alternate Description | + (Add to the Base Bid) | - (Deduct from the Base Bid) | No Cost Change from the Base Bid |
|-------------------|-----------------------|-------------------------|------------------------------|-------------------------------------|
| Alt. Bid No. 1 | | | | <input type="checkbox"/> |
| Alt. Bid No. 2 | | | | <input type="checkbox"/> |
| Alt. Bid No. 3 | | | | <input type="checkbox"/> |
| Alt. Bid No. 4 | | | | <input type="checkbox"/> |
| Alt. Bid No. 5 | | | | <input type="checkbox"/> |
| Alt. Bid No. 6 | | | | <input type="checkbox"/> |
| Alt. Bid No. 7 | | | | <input type="checkbox"/> |
| Alt. Bid No. 8 | | | | <input type="checkbox"/> |
| Alt. Bid No. 9 | | | | <input type="checkbox"/> |
| Alt. Bid No. 10 | | | | <input type="checkbox"/> |

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

LIST OF PROPOSED SUBCONTRACTORS:

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

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

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

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

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

| | <u>BRANCH OF WORK</u> (to be filled out by the Architect) | <u>SUBCONTRACTOR</u> (to be filled out by the contractor) |
|-----|---|---|
| 1. | Roofing | Dixie Roofing, Inc. |
| 2. | | |
| 3. | | |
| 4. | | |
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| 16. | | |
| 17. | | |

| | BRANCH OF WORK (to be filled out by the Architect) | SUBCONTRACTOR (to be filled out by the contractor) |
|-----|--|--|
| 18. | | |
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LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

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

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

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

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

| | <u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor) | <u>SUPPLIER</u> (to be filled out by the Contractor) | <u>MANUFACTURER</u> (to be filled out by the Contractor) |
|-----|--|--|--|
| 1. | Metal Roofing | Dixie, LLC | Tremco |
| 2. | Roof Insulation | Dixie, LLC | Thermal Design |
| 3. | | | |
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| | <u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor) | <u>SUPPLIER</u> (to be filled out by the Contractor) | <u>MANUFACTURER</u> (to be filled out by the Contractor) |
|-----|--|--|--|
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UNIT PRICES:

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

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

The bidder shall submit the list of unit prices within one (1) hour of the bid.

| | <u>WORK</u> (to be filled out by the Architect) | <u>PRICE / UNIT</u> (to be filled out by the Contractor) | <u>UNIT</u> (to be filled out by the Contractor) |
|----|---|--|--|
| 1 | | | |
| 2 | | | |
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| 5 | | | |
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| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |

| | WORK (to be filled out by the Architect) | PRICE / UNIT (to be filled out by the Contractor) | UNIT (to be filled out by the Contractor) |
|----|--|---|---|
| 20 | | | |
| 21 | | | |
| 22 | | | |
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| 25 | | | |
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| 40 | | | |

DIRECT MATERIAL PURCHASES:

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

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

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

| | <u>SUPPLIER</u> (to be filled out by the Contractor) | <u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor) | <u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor) |
|-----|--|--|---|
| 1. | NA | NA | NA |
| 2. | NA | NA | NA |
| 3. | NA | NA | NA |
| 4. | NA | NA | NA |
| 5. | NA | NA | NA |
| 6. | NA | NA | NA |
| 7. | NA | NA | NA |
| 8. | NA | NA | NA |
| 9. | NA | NA | NA |
| 10. | NA | NA | NA |
| 11. | NA | NA | NA |
| 12. | NA | NA | NA |
| 13. | NA | NA | NA |
| 14. | NA | NA | NA |
| 15. | NA | NA | NA |
| 16. | NA | NA | NA |
| 17. | NA | NA | NA |
| 18. | NA | NA | NA |
| 19. | NA | NA | NA |

| | <u>SUPPLIER</u> (to be filled out by the Contractor) | <u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor) | <u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor) |
|-----|--|--|---|
| 20. | NA | NA | NA |
| 21. | NA | NA | NA |
| 22. | NA | NA | NA |
| 23. | NA | NA | NA |
| 24. | NA | NA | NA |
| 25. | NA | NA | NA |
| 26. | NA | NA | NA |
| 27. | NA | NA | NA |
| 28. | NA | NA | NA |
| 29. | NA | NA | NA |
| 30. | NA | NA | NA |
| 31. | NA | NA | NA |
| 32. | NA | NA | NA |
| 33. | NA | NA | NA |
| 34. | NA | NA | NA |
| 35. | NA | NA | NA |
| 36. | NA | NA | NA |
| 37. | NA | NA | NA |
| 38. | NA | NA | NA |
| 39. | NA | NA | NA |
| 40. | NA | NA | NA |
| 41. | NA | NA | NA |
| 42. | NA | NA | NA |
| 43. | NA | NA | NA |
| 44. | NA | NA | NA |

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

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

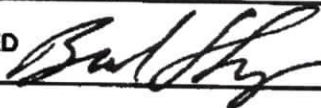
In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's 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 / BIDDER:
Dixie Roofing, Inc.

AUTHORIZED



REPRESENTATIVE'S

Signature

NAME:

AUTHORIZED

Brad Sharp

REPRESENTATIVE'S

NAME

(printed):

AUTHORIZED REPRESENTATIVE'S TITLE: Vice-President

NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.

This form shall not be modified.



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dixie Roofing, Inc.
672 Fox Den Lane
LaFollette, TN 37766

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

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

OWNER:

(Name, legal status and address)

Floyd County Board of Education
442 KY Route 550
Prestonsburg, KY 41622

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address and Project number, if any)

Floyd County Bus Garage Roof Replacement
Lexington, KY

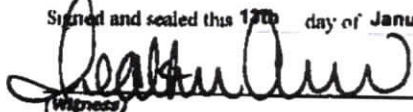
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

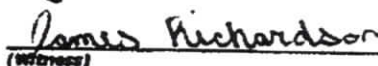
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 17th day of January

2022


(Witness)


(Witness)

Dixie Roofing, Inc.

(Principal)

(Title) Brad Sharp, Vice President

Great American Insurance Company

(Surety)

(Title) Heather Rutan, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assurance will not be obscured.



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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No 0 20913

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|-------------------|----------------------|----------------|
| WILLIAM M. THOMAS | ALL OF | ALL |
| JAMES F. OAKES | KNOXVILLE, TENNESSEE | \$100,000,000 |
| LAVONEE SHERROD | | |
| CHARLES C. MARTIN | | |
| HEATHER RUTAN | | |
| LINDA M. HOWARD | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of MARCH 2021



Atty L C B

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON ss:

On this 5TH day of MARCH 2021, before me personally appeared MARK VICARIO, to me known being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2406)



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2023

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008:

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

PHILIP C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

13TH

day of

JANUARY

2022

Atty L C B

Assistant Secretary



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

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Dixie Roofing, Inc.
672 Fox Den Lane
LaFollette, TN 37766

SURETY:
(Name, legal status and principal place of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)

Floyd County Board of Education
442 KY Route 550
Prestonsburg, KY 41622

CONSTRUCTION CONTRACT
Date: 4/1/2022

Amount: Three Hundred Sixty-seven Thousand Four Hundred Seventy And 00/100ths Dollars (\$367,470.00)

Description:
(Name and location)

Floyd County Bus Garage Roof Replacement
Prestonsburg, KY

BOND

Date: 4/1/2022
(Not earlier than Construction Contract Date)

Amount: Three Hundred Sixty-seven Thousand Four Hundred Seventy And 00/100ths Dollars (\$367,470.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Dixie Roofing, Inc.

Signature: 

Name: Brad Sharp

Title: Vice President

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

SURETY

Company: (Corporate Seal)

Great American Insurance Company

Signature: 

Name: Heather Rutan

Title: Attorney-In-Fact

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

FOR INFORMATION ONLY Name, address and telephone)

AGENT or BROKER:

TIS Insurance Services, Inc.
PO Box 10328
Knoxville, TN 37939
(865) 691-4847

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Ross Tarrant Architects, Inc.
101 Old Lafayette Avenue
Lexington, Kentucky 40502



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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



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

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

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

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

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

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

init.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows: NONE

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

int.

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

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Dixie Roofing, Inc.
672 Fox Den Lane
LaFollette, TN 37766

SURETY:
(Name, legal status and principal place
of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)

Floyd County Board of Education
442 KY Route 550
Prestonsburg, KY 41622

CONSTRUCTION CONTRACT
Date: 4/1/2022

Amount: Three Hundred Sixty-seven Thousand Four Hundred Seventy And 00/100ths Dollars (\$367,470.00)

Description:
(Name and location)

Floyd County Bus Garage Roof Replacement
Prestonsburg, KY

BOND

Date: 4/1/2022
(Not earlier than Construction Contract Date)

Amount: Three Hundred Sixty-seven Thousand Four Hundred Seventy And 00/100ths Dollars (\$367,470.00)

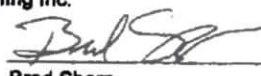
Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Dixie Roofing Inc.

SURETY

Company: (Corporate Seal)
Great American Insurance Company

Signature: 
Name: Brad Sharp
Title: Vice President

Signature: 
Name: Heather Ruten
Title: Attorney-in-Fact

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

(FOR INFORMATION ONLY Name, address and telephone)

AGENT or BROKER:
TIS Insurance Services, Inc.
PO Box 10328
Knoxville, TN 37939
(865) 691-4847

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)
Ross Tarrant Architects, Inc.
101 Old Lafayette Avenue
Lexington, Kentucky 40502



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AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows: NONE

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20913

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|-------------------|----------------------|----------------|
| WILLIAM M. THOMAS | ALL OF | ALL |
| JAMES F. OAKES | KNOXVILLE, TENNESSEE | \$100,000,000 |
| LAVONEE SHERROD | | |
| CHARLES C. MARTIN | | |
| HEATHER RUTAN | | |
| LINDA M. HOWARD | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereto affixed this 5TH day of MARCH 2021

Attest:

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 5TH day of MARCH, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

1ST

day of APRIL

2022.

Stephen C. Beraha

Assistant Secretary



Client#: 644954

DIXIEROOF1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2022

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
Marsh & McLennan Agency LLC
413 North Shore Drive, SW
Suite E
Knoxville, TN 37919

CONTACT
NAME: Melissa Yardley
PHONE (A/C, No, Ext): - FAX (A/C, No):
E-MAIL: Melissa.Yardley@MarshMMA.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

| | |
|--|-------|
| INSURER A: National Fire Ins. Co. of Hartford | 20478 |
| INSURER B: Continental Casualty Company | 20443 |
| INSURER C: American Casualty Co. of Reading PA | 20427 |
| INSURER D: Aspen American Insurance Company | 43460 |
| INSURER E: Hanover Insurance Company | 22292 |
| INSURER F: | |

INSURED
Dixie Roofing, Inc.
672 Fox Den Lane
La Follette, TN 37766

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 SUBR INSR (WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Pollution 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 5092133572 | 05/01/2021 | 05/01/2022 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | 5092133569 | 05/01/2021 | 05/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 | | 3010030500 | 05/01/2021 | 05/01/2022 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 5092133586 | 05/01/2021 | 05/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | \$10M Excess | | CX00LT221 | 05/01/2021 | 05/01/2022 | 10,000,000 |
| E | Builders Risk | | IH5D59920600 | 05/01/2021 | 05/01/2022 | 3,000,000 Per Job |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Floyd County Bus Garage Roof Replacement - Prestonburg, Kentucky - BG 22-129 - RTA 2135

CERTIFICATE HOLDER

CANCELLATION

Floyd County Board of Education
442 KY Route 550
Prestonburg, KY 41622-6926

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

PETER J. KRAUSE

Order #19873 - Motion Passed: Motion to approve all consent items as presented passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

A. Consider Approval of Minutes

B. Consider Payment of Bills and Claims

C. Superintendent's Report on Personnel

1. Actions Taken

2. Consider Requests for Leaves of Absences

D. Consider/Approve agreement between the Floyd County Board of Education and Harris School Supplies to provide a digital coaching document for Building Level administrations to provide feedback for improvement of instructional strategies within the classroom. The agreement is valid until June 30, 2024 (three school years)

E. Consider/Approve fundraiser for May Valley Elementary PTO: School Shirt/Jacket Sales tentatively for September/October 2021; Bumblebee Sales/Rada-Mid Fall 2021; Santa Shop December 2021; Fall/Spring fundraiser-March/April 2022; Queens Fundraising; Talent Show-April/May 2022; Flower/Mothers Day Sales April/May 2022; Mink and Company-March 2022

F. *Consider/Approve Revisions for the 2021-2022 Athletic handbook

G. Consider/Approve school-wide fundraisers for May Valley Elementary for the 2021-2022 school year: Queens Fundraising; Fall Festival-mid-late October or early November 2021; Puttin' on the Hits- late fall 2021 or early spring 2022; Kona Ice-2021/2022 school year, Scholastic Book Fair-Fall 2021 and spring 2022; Schwan's Ice Cream- Fall-Spring 2021/2022

H. Consider/Approve two May Valley ESS (Extended School Services) tutor positions for the 2021/2022 school year

I. Consider/Approve acknowledgement of the May Valley PTO and the included facility use agreement for the 2021-2022 school year

J. Consider/Approve the following school-wide fundraiser(s) for Betsy Layne Elementary: Kona Ice, T-shirts, Schwans Ice Cream, Book Fair

K. Consider/Approve 3 full time ESS tutors for Betsy Layne Elementary for the 2021-22 school year

L. Consider/Approve the part-time position of alternative Education Program for Betsy Layne Elementary for the 2021-22 school year

M. Consider/Approve Duff-Allen Central Elementary's request to surplus textbooks that are no longer used

N. Consider/Approve the KDE District Funding Assurances for the 2021-2022 school year

O. Consider/Approve the retroactive use of Betsy Layne High School Gymnasium, Stadium, and Library by Kentucky State Police Academy for their annual law enforcement training on July 12-16, 2021

P. Consider/Approve 21-22 School-Wide Fundraisers for Allen Elementary: Scholastic Book Fair Events, Schwan's Ice Cream Sales, Kona Ice, Dairy Queen School Night, BSN Sports Fundraiser, ABC Fundraising.com

Q. *Consider/Approve job descriptions for the Floyd County Schools

R. Consider/Approve agreement between the Floyd County Health Department and Floyd County Schools to provide (3) Registered Nurse to deliver direct health services to students for the 2021-2022 school year.

S. Consider/Approve revision for the 2021-2022 FCECA Handbook

T. Consider/Approve the Memorandum of Understanding between the Floyd County Board of Education and Morehead State University

strong schools build strong communities, the superintendent proactively creates, with school and district staff, opportunities for parents, community members, government leaders, and business representatives to participate with their investments of resources, assistance, and goodwill.

6. B. 1 Engages all stakeholders in shared responsibility to join the Ky Center for School Safety and take the Safety Star Pledge during Safe Schools Week. On Friday there were over 60,000 pledges taken all across KY. Our FCS goal was 1,000 plus pledges. I took the pledge and shared on social media and encouraged our district and Board of Education members as well as the community to take the Safety Star Pledge. Our goal was 1,000 plus pledges and we were the first district in the state to achieve the this goal. Thanks to all county-wide who participated.

6. A. 2. Develops collaborative partnerships with the community that support the vision. I am a proud member of Highlands ARH Local Advisory and attend the quarterly Board Meetings. It helps us all to row and grow together for our county and region to best serve our families. Just to mention two of our collaborative partnerships with ARH; our Start Today for One Ready Kindergartner (STORK Birthing Packet Project and Tella Health partnership at AMS, PHS, MVE, BLHS, JMS.)

6. D. 3. Implements proactive partnerships that remove barriers to college and career readiness. I attended a TEK Center Initiative Presentation and Planning for Partnership meeting with local officials, community stakeholders and board member DR. Varia to hear an expansion idea for our students with Angela Reynolds.

*. Engages all stakeholders in shared responsibility to take the Safety Star Pledge with our goal of 1,000 plus pledges

*. Develops collaborative partnerships with the community that support the vision

*. Implements proactive partnerships that remove barriers to college and career readiness

B. Consider/Approve Initial BG-1 (BG# 22-129) for the Floyd County Schools Bus Garage Re-roof

Order #19946 - Motion Passed: Approval of Initial BG-1 (BG# 22-129) for the Floyd County Schools Bus Garage Re-roof passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

C. Receive presentation regarding the proposed construction of an Allied Health and Wellness Building for Prestonsburg High School, which would include an expansion of the school of innovation, given by members of the community of Prestonsburg

D. Consider/Approve sealed bids for the McDowell Elementary School Property located at KY Route 680, McDowell, KY 41647, pending KDE Approval

1. Vision and Monitor. Models and reinforces the culture and vision of the district by having discussions with staff, board members, teachers, and other stakeholders regarding importance in teaching, learning and leading
2. Strategic Planning-Implementation. Creates processes to ensure the district's vision, mission, values, beliefs and goals drives decisions and reflects the culture of the district
3. Strategic Planning (Monitoring/Evaluation). Facilitates the collaborative development of the district and schools improvement plans
4. Strategic Planning (Resourcing). Determines financial priorities based on the districts comprehensive improvement plan

B. Receive Utility Report for Betsy Layne Elementary School

Order #19956 - Motion Passed: Table Receive Utility Report for Betsy Layne Elementary School passed with a motion by Mr. William Newsome and a second by Mr. Steve Slone.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

C. Receive FY 2021 Financial Audit Report, FY 2021 Annual Financial Report, and Final FY 2021 Balance Sheet

Order #19957 - Motion Passed: table until a later date passed with a motion by Mr. Keith Smallwood and a second by Dr. Chandra Varia.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

D. *Consider/Approve contract with RossTarrant Architects for the Bus Garage Re-Roof, pending KDE approval

Order #19958 - Motion Passed: Approval of contract with RossTarrant Architects for the Bus Garage Re-Roof, pending KDE approval passed with a motion by Dr. Chandra Varia and a second by Mr. William Newsome.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

2. HR Functions-Ensures processes for hiring, inducting and mentoring new teachers, new school executives, and other staff that result in the recruitment and retention of highly qualified and diverse personnel; develops appropriate succession plans for key district roles; and places staff in strategically effective positions; develops and implements a hiring policy that intentionally includes effective dispositions of all personnel as the core selection element (human elements)

3. Evaluation-Ensures that all staff is evaluated in a fair and equitable manner and that the results of evaluations are used to improve performance; holds high standards for performance and takes necessary personnel actions to ensure effective school operations

B. Receive Utility Report for Allen Elementary School and revision to Betsy Layne Elementary's

Order #19968 - Motion Passed: Received Utility Report for Allen Elementary School and revision to Betsy Layne Elementary's passed with a motion by Mr. Keith Smallwood and a second by Dr. Chandra Varia.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

C. Consider/Approve BG-2, BG-3, Construction Documents and to Advertise for Bid for the Bus Garage Re-Roof project, pending KDE approval

Order #19969 - Motion Passed: Approval of BG-2, BG-3, Construction Documents and to Advertise for Bid for the Bus Garage Re-Roof project, pending KDE approval passed with a motion by Mr. Keith Smallwood and a second by Dr. Chandra Varia.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

D. Consider/Approve Revised BG-1 (BG Number 14-246) for the New Floyd County High School (Floyd Central High School) and to withdraw Board Order #19869 from July 26, 2021 board meeting (BG-5 Floyd Central High School)

Order #19970 - Motion Passed: Approval of Revised BG-1 (BG Number 14-246) for the New Floyd County High School (Floyd Central High School) and to withdraw Board Order #19869 from July 26, 2021 board meeting (BG-5 Floyd Central High School) passed with a motion by Mr. Keith Smallwood and a second by Dr. Chandra Varia.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

E. Consider/Approve Initial BG-1 (BG# 22-315) and School Security Funds Request Form for Access Control Systems

Order #19988 - Motion Passed: Approval of Initial BG-1 (BG# 22-315) and School Security Funds Request Form for Access Control Systems passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

F. *Consider/Approve accepting or rejecting the Floyd County Bus Garage Re-roof bids that were opened on January 13, 2022 (BG# 22-129)

Order #19989 - Motion Passed: Approval of accepting the low bid by Dixie Roofing for the Floyd County Bus Garage Re-roof bids that were opened on January 13, 2022 (BG# 22-129) passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

6. Action by Consent

Order #19990 - Motion Passed: Motion to approve all consent items as presented with the exception of Item 6-S (which was rejected) passed with a motion by Mr. Steve Slone and a second by Mr. Keith Smallwood.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

A. Consider Approval of Minutes

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

F. Consider/Approve Revised BG-1 for the Bus Garage Re-Roof project, pending KDE approval

Order #20000 - Motion Passed: Approval of Revised BG-1 for the Bus Garage Re-Roof project, pending KDE approval passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

G. Consider/Approve BG5 (BG#14-246) for the Floyd County High School (Floyd Central High School), pending KDE approval

Order #20001 - Motion Passed: Approval of BG5 (BG#14-246) for the Floyd County High School (Floyd Central High School), pending KDE approval passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

H. *Consider/Approve Initial BG-1 and Standard Form of Agreement between Owner and Architect for the Allen Elementary Re-Roof and HVAC project, pending KDE Approval

Order #20002 - Motion Passed: Approval of Initial BG-1 and Standard Form of Agreement between Owner and Architect for the Allen Elementary Re-Roof and HVAC project, pending KDE Approval passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

| | |
|---------------------|-----|
| Ms. Linda Gearheart | Yes |
| Mr. William Newsome | Yes |
| Dr. Chandra Varia | Yes |
| Mr. Steve Slone | Yes |
| Mr. Keith Smallwood | Yes |

6. Action by Consent

Hackworth, Linda (MAINT)

From: Hackworth, Linda (MAINT)
Sent: Tuesday, April 5, 2022 11:42 AM
To: Hackworth, Linda (MAINT)
Subject: FW: "Caution: External Email" RE: "Caution: External Email" RE: Bus Garage Roof

From: Shaw, Jonathan <jshaw@psbb-law.com>
Sent: Monday, April 4, 2022 8:57 AM
To: Hackworth, Linda (MAINT) <linda.hackworth@floyd.kyschools.us>
Subject: "Caution: External Email" RE: "Caution: External Email" RE: Bus Garage Roof

External Email Notice

Caution: This message originated from outside the Floyd County School's Organization. Be aware of the sender and any suspicious links.

This should be fine.

Jonathan C. Shaw J.D., M.B.A.
Attorney

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ATTORNEYS AT LAW

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P.O. Drawer 1767
Paintsville, KY 41240
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Fax: 606-789-9862
E-Mail: jshaw@psbb-law.com
Internet: <http://www.psbblaw.com/>

Please note that our email domain has changed, please update your contacts to reflect my new email address: jshaw@psbb-law.com.

Protecting our clients' interests for over a century

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From: Hackworth, Linda (MAINT) <linda.hackworth@floyd.kyschools.us>
Sent: Friday, April 1, 2022 11:43 AM
To: Shaw, Jonathan <jshaw@psbb-law.com>
Subject: FW: "Caution: External Email" RE: Bus Garage Roof

Please review attached contract and let me know if its presentable to the board.
Thanks and have a great weekend.