



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
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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 Floyd County Board and Dixie Roofing and Purchase Order Summary Form for the Betsy Layne Elementary Roof project, pending KDE approval.

Applicable State or Regulations: Capital Construction Process 702 KAR 4:180.

Fiscal/Budgetary Impact: Dixie Roofing contract sum is \$1,381,979. Direct Purchase Order cost for materials is \$633,286.

History/Background:

July 12, 2022

Bids were opened at 2:00 pm at the Maintenance Office. Only one bid was received from Dixie Roofing Inc in the amount of \$2,015,265.

July 25, 2022

Board approved Dixie Roofing bid (Order# 20086).

Recommended Action: To approve contract with Dixie Roofing and Direct Purchase Order Form as presented, pending KDE approval.

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

NA
Principal

Linda Hackworth
Director

Anna W Shepherd
Superintendent

Date: August 17, 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 12th day of September
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)
Betsy Layne Elementary School Roof Replacement
Bid Package #1 - Low Slope Roofs
Floyd County, Kentucky
BG 22-333
RTA 2201

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.

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Kentucky Department of Education
District Facilities Branch

Purchase Order Summary Form
702 KAR 4:160
February 8, 2012

BG# 22-333

District Name Floyd County Board of Education

District Code _____

Facility Name Betsy Lane ES Roof Replacement - BP#1

Facility Code _____

☒ Initial Statement

☐ Change Order Stmt.

☐ Final Statement

Date
Submitted

PO Number	Bid. Div.	Specification Section No.	Purchase Order Description	Vendor Name	Initial PO Amount	Change Order Amt. To Date	Reason For Change	Final PO Amount
2201-01			Roofing Materials	Dixie, LLC	633,286.00			-
					Initial PO Total	\$ 633,286.00		Final PO Total \$ -

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

Initial Certification Statement

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

Owner's Signature [Signature] Date 7-27-22
General Contractor's Signature [Signature] Date 08/16/2022
Architect's Signature _____ Date _____

Final Certification Statement

I certify that to the best of my knowledge, information and belief, all materials listed within this document have been purchased in accordance with KRS 103 KAR 26:070.

Owner's Signature _____ Date _____
General Contractor's Signature _____ Date _____
Architect's Signature _____ Date _____

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) 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.)*

Refer to Specifications Section 007300 - Supplementary Conditions for additional information concerning completion dates.

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 one million, three hundred eighty-one thousand, nine hundred seventy-nine dollars and no cents (\$ 1,381,979.00), 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	\$ 2,015,265.00
Sum of Accepted Alternates	\$.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 2,015,265.00
Sum of Owner's direct Purchase Orders	\$ 633,286.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 1,381,979.00

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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.)

Number	Item Description	Amount
None.		
	Total of Alternates	

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)

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

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

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

Item	Price
None.	

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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.)

init.

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 — KDE Version.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

§ 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.

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§ 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		16

§ 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
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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.)

Number	Date	Pages
1	7/5/22	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

Thermoplastic Membrane Roofing System Manufacturer's Certification

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 Specifications Section 007300 - 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)

(Printed name and title)

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BG No. 22-333

Date: 7/12/2022 To: (Owner) Floyd County Board of Education

Project Name: Betsy Layne Elementary School Roof Replacement Bid Package: #1 - Low-Slope Roofs

City, County: Betsy Layne, 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 (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:

\$ 2,015,265.00

Use Figures

Two Million Fifteen Thousand Two Hundred Sixty Five 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				☐
Alt. Bid No. 2				☐
Alt. Bid No. 3				☐
Alt. Bid No. 4				☐
Alt. Bid No. 5				☐
Alt. Bid No. 6				☐
Alt. Bid No. 7				☐
Alt. Bid No. 8				☐
Alt. Bid No. 9				☐
Alt. Bid No. 10				☐

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.	Mechanical	Elliott Contracting
3.	Electrical	Elliott Contracting
4.	Plumbing	Elliott Contracting
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
18.		
19.		
20.		
21.		
22.		
23.		
24.		
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37.		
38.		
39.		
40.		

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.	Thermoplastic Membrane Roofing	Dixie, LLC	Tremco
2.	Gutters & Downspouts	Dixie, LLC	DMI
3.	Metal Wall Panels	Dixie, LLC	DMI
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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	Demolition of existing tectum decking and replacement with new metal decking of the same thickness	\$ 20.00	/SF
2	Demolition and replacement of 3" thick polyisocyanurate rigid insulation	\$ 5.00	/SF
3			
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	<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)
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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.	Dixie, LLC	Insulation	\$ 214,377.00
2.	Dixie, LLC	Membrane Roofing	\$ 337,733.00
3.	Dixie, LLC	Sheet Metal Flashing & Trim	\$ 34,700.00
4.	Dixie, LLC	Gutter & Downspouts	\$ 11,500.00
5.	Dixie, LLC	Base Sheet & Fasteners	\$ 24,476.00
6.	Dixie, LLC	Wall Panels	\$ 10,500.00
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	<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)
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	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

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.

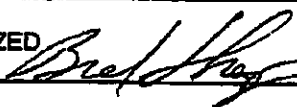
The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER:

Dixie Roofing, Inc.

AUTHORIZED



REPRESENTATIVE'S

NAME:

Signature

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.
1703 Depot Street
Powell, TN 37849

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 E. Fourth 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)

Betsy Layne Elementary School Roof Replacement, Bid Package #1

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 provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the Bond is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of July, 2022.


(Contractor)

(Witness)

Dixie Roofing, Inc.

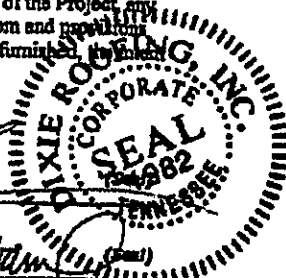
(Principal)

(Title) Brad Sharp, Vice President

Great American Insurance Company

(Surety) 
(Title) Linda M. Howard, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be observed.



GREAT AMERICAN INSURANCE COMPANY®

Administrative Offices: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-6000 • 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 12TH 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 12TH 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, 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

I, 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

12th day of July 2022



Atty L C B
Assistant Secretary

SECTION 004125

THERMOPLASTIC MEMBRANE ROOFING SYSTEM MANUFACTURER'S CERTIFICATION

PART 1 GENERAL

1.01 THERMOPLASTIC MEMBRANE ROOFING SYSTEM MANUFACTURER'S CERTIFICATION

This certification must be completed and submitted as outlined in the Supplemental Instructions to Bidders. Failure to submit this completed certification may be cause for rejection of the bidder's proposal.

Date Submitted: 07/12/2022

Name & Address of Roofing Systems Manufacturer:

TRESCO CPG
3735 GREEN ROAD
BEACHWOOD, OH 44122

Name & Address of Roofing Systems Installer:

DIXIE ROOFING, INC.
672 FOX DEN LAKE
LA FOLLETTE, TN 37766

I certify that DIXIE ROOFING (Name of Roofing Installer) is an approved applicator of our roofing systems, and upon completion of this project, providing all terms and conditions for the manufacturer's guarantee are met, we will provide a no-dollar-limit 20-year manufacturer's guarantee for the roof.

Signed: Ken Aitch Title: SENIOR FIELD ADVISOR
(Roofing Systems Manufacturer)

END OF SECTION

FACPAC Purchase Order Form (Ref# 50723)

Form Status: Saved

Tier 3 Project: Betsy Layne Elementary Roof Replacement

BG Number: 22-333

District: Floyd County

Status: Active

Phase: Project Initiation (View Checklist)

Contract: Dixie Roofing, Inc., 0001, Low Slope Roofs

Type: General Contractor

Proposed

District PO Number 2201-01

Ky Sales Tax Exempt Number

Date of Order 9/12/2022

Specification Section

Material Description / Category

Requested By

Vendor Name Dixie, LLC

Vendor Address

705 Fox Den Lane
LaFollette, TN 37766

Vendor Phone 423.562.9553

Vendor Email krism@dixieroofinginc.com

Bill To Floyd County Board of Education

Bill To Address

c/o Dixie Roofing, Inc.
705 Fox Den Lane
LaFollette, TN 37766

Ship To Betsy Layne Elementary School

Ship To Address

256 School Street

Betsy Layne, KY 41605

Attention Of Dixie Roofing, Inc. - Brad Sharp

Contacts

The following project contacts must be notified 48 hours in advance of delivery to jobsite.

Contact Name	Contact Phone
Brad Sharp	423.871.2007

Materials

Furnish the necessary materials to complete the following bid package(s) / specification section(s) in its entirety. All materials shall be in accordance with the requirements of the Contract.

Item Description	Item Number	Quantity	Unit Price	Total
Roof Insulation	1 - LS	1	\$214,377.00	\$214,377.00
Membrane Roofing	2 - LS	1	\$337,733.00	\$337,733.00
Sheet Metal Flashing & Trim	3 - LS	1	\$34,700.00	\$34,700.00
Gutter & Downspouts	4 - LS	1	\$11,500.00	\$11,500.00
Base Sheet & Fasteners	5 - LS	1	\$24,476.00	\$24,476.00
Wall Panels	6 - LS	1	\$10,500.00	\$10,500.00
Purchase Order Total:				\$633,286.00

Authorization

Owner Authorization Date

Vendor Authorization Date

Purchase Order Signature Page (Online Form Ref# 50723)

Vendor

Date

Owner

Date

Terms and Conditions

1. Drawings, catalogs, cut sheets, or samples shall be submitted for approval.
2. All invoices shall be sent to the contractor/subcontractor designated on the purchase order for approval. No invoices shall be sent directly to the Board of Education (Owner) for payment.
3. All invoices shall reference the purchase order number.
4. No change in, modification of, or revision of this order shall be valid unless in writing and signed by the Owner.
5. Vendor agrees to observe and comply with all applicable federal, state and local laws, rules, ordinances and regulations in performance of this order.
6. Vendor shall not assign this order or any right hereunder without first having obtained the written consent of the Owner.
7. Deliveries are to be made in accordance with the Owner's schedule, as directed by the General Contractor (GC), Construction Manager (CM) or Qualified Provider (QP).
8. The Owner may cancel this purchase order in whole or in part in the event that the vendor fails or refuses to deliver any of the items purchased, within the time provided, or otherwise violates any of the conditions of this purchase order, or if it becomes evident that the vendor is not providing materials in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date.
9. The vendor agrees to deliver the items to the supplied hereunder free and clear of all liens, encumbrances and claims.
10. If any of the goods covered under this purchase order are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, the Owner, in addition to the other rights which it may have under warranty or otherwise, shall have the right to reject the same or require that such articles or materials be corrected or replaced promptly with satisfactory materials or workmanship.

11. By acknowledging receipt of this order, by performing the designated work or any portion thereof, or by shipping the designated goods, the vendor agrees to the terms and conditions outlined.
12. This purchase order shall be governed in all respects by the laws of the Commonwealth of Kentucky.
13. In the event the quantities of materials supplied via this purchase order are insufficient to complete the work, the GC, CM or QP shall, at no expense to the Owner, provide such materials as necessary to complete the work.
14. In the event that at the completion of the work the vendor has not submitted invoices totaling the value of this purchase order, this purchase order shall be considered complete and closed.

Order #20084 - Motion Passed: passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

4 Yeas - 0 Nays

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

1. Actions Taken

2. Requests for Leaves of Absences

E. Consider/Approve Standard Form of agreement between Owner and Architect (RossTarrant) for the Betsy Layne Elementary Roof projects, pending KDE approval

Order #20085 - Motion Passed: Approval Standard Form of agreement between Owner and Architect (RossTarrant) for the Betsy Layne Elementary Roof projects, pending KDE approval passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

4 Yeas - 0 Nays

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

F. Consider/Approve Bid Package 1 (500 Building and 1995 Building) for the Betsy Layne Elementary Roof project, pending KDE approval

Order #20086 - Motion Passed: Approval of Bid Package 1 (500 Building and 1995 Building) for the Betsy Layne Elementary Roof project, pending KDE approval passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

4 Yeas - 0 Nays

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

G. *Consider/Approve construction documents and request to advertise for bids for the James D. Adams Middle School Re-Roof project, pending KDE approval

Order #20087 - Motion Passed: Approval of construction documents and request to advertise for bids for the James D. Adams Middle School Re-Roof project, pending KDE approval passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.