



FLOYD COUNTY BOARD OF EDUCATION
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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 Stone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Standard Form of Agreement between FCBOE and Elliott Contracting, LLC, and Purchase Order Summary Form for the Allen Elementary Re-Roof and HVAC 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 initial BG-1 cost is \$3,988,606. Revised BG-1 cost is \$4,105,575.

History/Background:

February 28, 2022

Board approved Initial BG-1 (Order #20002).

July 25, 2022

Board approved to advertise for bids (Order# 20089).

February 27, 2023

Board approved proposal from Elliott Contracting, LLC (Order# 20222).

Recommended Action: To approve the Standard Form of Agreement with Elliott Contracting, LLC, and Purchase Order Summary Sheet, pending KDE approval.

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

NA
Principal

Linda Hackworth
Director

Anna Whitaker Shepherd
Superintendent

Date: March 22, 2023

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



This version of AIA Document A101™–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

Kentucky Department of Education Version of AIA Document A101 – 2007

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

AGREEMENT made as of the Twenty-Seventh day of February
in the year Two Thousand and Twenty-Three
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)
Floyd County Board of Educaiton
442 KY RT. 550
Eastern, KY 41622

and the Contractor:
(Name, legal status, address and other information)
Elliott Contracting, Inc.
55 Industrial Blvd
Pikeville, KY 41501

for the following Project:
(Name, location and detailed description)
Allen Elementary Roof and HVAC Replacement
112 Eagle Ln., Allen City, KY 41601

The Architect:
(Name, legal status, address and other information)
Summit Architects + Engineers
3205 Summit Sq Place
Lexington, KY 40509

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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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

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.)

Shall 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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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than See Below () 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
Roof Replacement	140 Days from Notice to Proceed
HVAC Replacement	220 Days from Notice to Proceed

, 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 Five Hundred Dollars and Zero Cents per Calendar Day. (\$ 500.00), 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 Two Million, Six Hundred Ten Thousand, Five Hundred and Sixty-Three Dollars and Zero Cents (\$2,610,563.00), 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.)

Contract amount was negotiated with contractor post-bid due to budget. Only one bid was recieved, therefore the Owner entered into non-competitive negotiations to bring the project within an acceptable budget.

	Amount
Base Bid	\$ 3,630,000.00
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 3,630,000.00
Sum of Owner's direct Purchase Orders	\$ 1,019,437.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 2,610,563.00

§ 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
1	Proprietary BID for Automated Logic HVAC Controls	\$0.00
	Total of Alternates	\$0.00

§ 4.3 Unit prices, if any:

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

See attached Unit Price List from Form of Proposal.

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 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
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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 first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the first 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.)*

Current Federal Rate at time of unpaid payments.

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

Linda Hackworth
442 KY RT. 550
Eastern, KY 41622
606-874-9569
linda.hackworth@floyd.kyschools.us

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

Todd Breaht, President
Elliott Contracting, Inc.
55 Industrial Blvd.
Pikeville, KY 41501
606-437-7368
toddb@ellcoky.com

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:

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.)
Please see attached Specification Index(s).

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See attached Specification Index(s).

Section	Title	Date	Pages
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init.

§ 9.1.5 The Drawings:

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

Please see attached Drawing Sheet 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
Addendum No. 1	August 5, 2022	11
Addendum No. 2	January 6, 2023	14
Addendum No. 3	January 10, 2023	8

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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9

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
- A. AIA Document A701-1997, Instructions to Bidders — KDE Version
 - B. Contractor's Form of Proposal
 - C. KDE Purchase Order Summary Form

ARTICLE 10 INSURANCE AND BONDS

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

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

See attached Performance and Payment Bond.

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)*

Linda Gearheart, Board Chair

(Printed name and title)

CONTRACTOR *(Signature)*

Todd Breahe, President

(Printed name and title)

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BG# 22-358 Date Submitted 2023年3月22日
 District Code 175 District Name Floyd County
 School Code 020 Facility Name Allen Elementary

Delivery Method: GC GESC CM
 PO Certification Statement Phase: Initial Statement Final Statement
 Change Order Stmt.

Contractor Name	PO Number	Bid. Pckt. #	Specification Sections No.	Purchase Order Description	Vendor Name	Initial PO Amount	Change Order Amount To Date	Reason For Change	Final PO Amount
Elliott		1	Div 26	Conduit, Wire, Switchgear	Elliott Supply	67,000.00			67,000.00
Elliott		1	Div 23	HVAC Equipment	Therma Equipment	682,000.00			682,000.00
Elliott		1	Div 7	Roofing Materials	Disco, LLC	270,437.00			270,437.00
						Initial PO Total	\$ 1,019,437.00		Final PO Total
									\$ 1,019,437.00

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

Initial Certification Statement
 To the best of my knowledge, I certify that all materials listed within this document will be purchased in accordance with 103 KAR 26:070 and 702 KAR 4:160.

Owner's Signature _____ Date _____
 General Contractor's / Construction Manager's Signr _____ Date _____
 Architect's Signature [Signature] Date 3/23/23

Final Certification Statement
 To the best of my knowledge, I certify that all materials listed within this document have been purchased in accordance with 103 KAR 26:070 and 702 KAR 4:160.

Owner's Signature _____ Date _____
 General Contractor's / Construction Manager's Signature _____ Date _____
 Architect's Signature _____ Date _____

Mr. Steve Slone Yes
Mr. Keith Smallwood Yes

G. *Consider/Approve proposal from Elliott Contracting, LLC for the Allen Elementary Re-Roof and HVAC project, pending KDE approval

Order #20222 - Motion Passed: Approval of proposal from Elliott Contracting, LLC 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. Steve Slone.

4 Yeas - 0 Nays

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

6. Action by Consent

Order #20223 - Motion Passed: Motion to bid out all items under 6-K, with the exception of the Community Trust Bank and this is to be renew. And to have a special called meeting to open the bids. passed with a motion by Mr. Keith Smallwood and a second by Mr. Steve Slone.

4 Yeas - 0 Nays

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

Order #20224 - Motion Passed: Motion to approve all consent items as presented with the exception of 6-K passed with a motion by Mr. William Newsome and a second by Mr. Keith Smallwood.

4 Yeas - 0 Nays

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

A. Consider Approval of Minutes

B. *Consider Payment of Bills and Claims

C. Consider/Approve Superintendent Timesheet, Travel and Expenses

D. Consider/Approve K5 Run School-Wide Fundraiser for Allen Elementary, tentatively scheduled for March 16, 2023

E. Consider/Retroactive approval for the Prestonsburg Elementary School PTA and the included facility use agreement for the 2022-2023 School Year and PTA School-Wide fundraisers

4 Yeas - 0 Nays

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

H. *Consider/Approve General Warranty Deed between the Floyd County Board of Education and the Floyd County Fiscal Court for Track No. 204, pending KDE approval

Order #20088 - Motion Passed: Approval of General Warranty Deed between the Floyd County Board of Education and the Floyd County Fiscal Court for Track No. 204, 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

I. *Consider/Approve construction documents and request to advertise bids for the Allen Elementary Re-Roof and HVAC project, pending KDE approval

Order #20089 - Motion Passed: Approval of construction documents and request to advertise bids for the Allen Elementary Re-Roof and HVAC 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

J. *Receive FY 2022 Pre-Audit Annual Financial Report

Order #20090 - Motion Passed: Received FY 2022 Pre-Audit Annual Financial Report 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

6. Action by Consent

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