



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
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www.floyd.kyschools.us

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 Construction Documents for Bid Package #2: Dome Roof and to Advertise for bid for the Betsy Layne Elementary Dome Roof, 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 funded by ARP Esser is \$3,632,913.62.

History/Background:

December 27, 2021

Board approved RossTarrant architectural firm for the Betsy Layne Elementary Roof Projects (Order #19979).

February 28, 2022

Board approved Initial BG-1 (Order #19999).

November 28, 2022

Board approved Revised BG-1 (Order#20171).

Recommended Action: To approve the construction documents and to advertise for bid, pending KDE approval.

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

N/A
Principal

Linda Hackworth
Director

Anna W. Shepherd
Superintendent

Date: September 20, 2023

Betsy Layne Elementary School Roof Replacement

Martin, Kentucky

for the

Floyd County Schools Board of Education

442 KY. RT 550 Eastern, Kentucky 41622

p 606.886.2354

BG # 22-333

RIA # 2201

Bid Package #2: Dome Roof



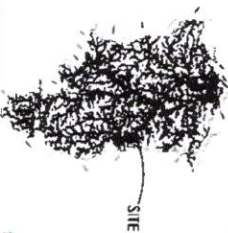
enhancing education through great design

101 old lafayette avenue
lexington, kentucky 40502
p 859.254.4018
www.rosstarrant.com

PROJECT SITE ADDRESS:

256 School Street,
Betsy Layne, Kentucky
41605

VICINITY MAP



PROJECT VICINITY MAP



INDEX OF DRAWINGS



COVER SHEET

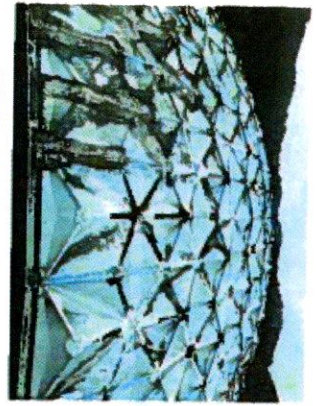
BETSY LAYNE ELEMENTARY SCHOOL ROOF REPLACEMENT BID PACKAGE #2
FOR
FLOYD COUNTY SCHOOLS BOARD OF EDUCATION
EASTERN, KENTUCKY

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| EG | 7/23/11 | |
| DATE | | |
| BY | | |
| PROJECT | | |
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| REVISIONS | | |
| NO. | DATE | DESCRIPTION |
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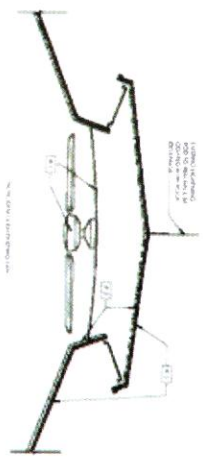
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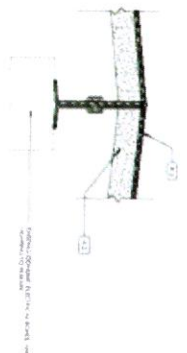
EXISTING ROOF CAP
1/4" = 1'-0"



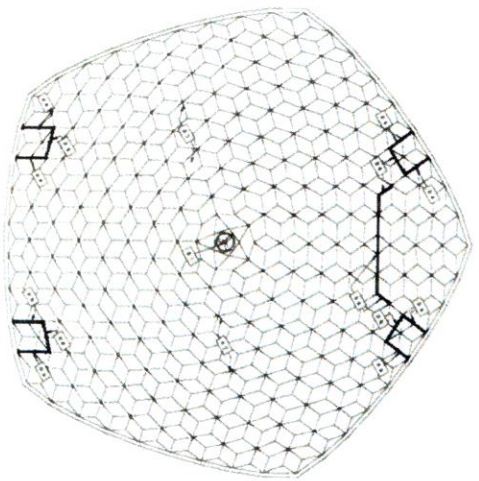
EXISTING ROOF IMAGE
1/4" = 1'-0"



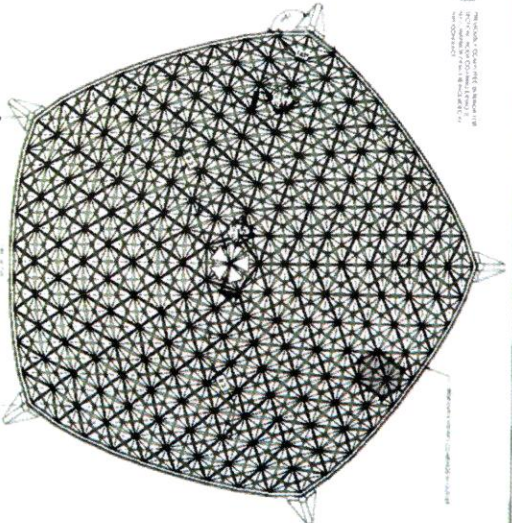
DEMO CAP DETAIL
1/4" = 1'-0"



DEMO ROOF SECTION DETAIL
1/4" = 1'-0"



DEMO REFLECTED CEILING PLAN
1/4" = 1'-0"



DEMO ROOF PLAN
1/4" = 1'-0"

GENERAL PLAN NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL ROOFING CONTRACT DOCUMENTS (IRCS) PUBLISHED BY THE ROOFING CONTRACTORS ASSOCIATION OF AMERICA (RCA).
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO THE SITE.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO UTILITIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO ADJACENT PROPERTIES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC ROADS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC UTILITIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC TRANSPORTATION.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC SERVICES.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC FACILITIES.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC LANDS.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC WATERWAYS.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC AIRWAYS.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO PUBLIC SEAWAYS.



rosstarrant architects
 10100 Glenridge Avenue, Suite 400, Atlanta, GA 30328
 404.251.1000 | www.rosstarrant.com

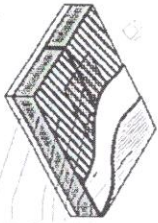
DEMOLITION PLANS AND DETAILS
BETSY LAYNE ELEMENTARY SCHOOL ROOF REPLACEMENT BID PACKAGE #2
 FOR
FLOYD COUNTY SCHOOLS BOARD OF EDUCATION
 EASTERN, KENTUCKY

| NO. | REVISION | DATE |
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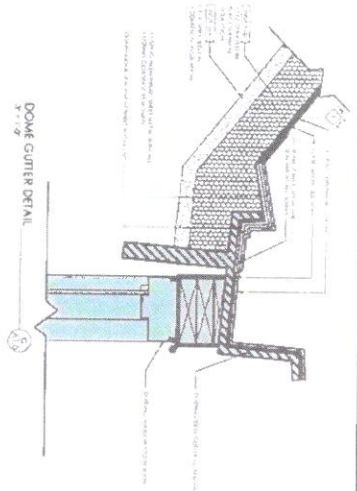
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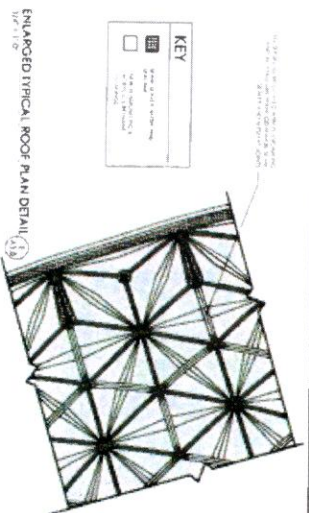
EXISTING INTERIOR WALLS WITH ACOUSTIC INSULATION



ROOF TYPE:
 The roof shall be a composite of 1/2" thick concrete on 2" thick rigid insulation on 1/2" thick metal decking. The roof shall be finished with a 20-year warranty, single-ply, modified bitumen waterproofing system. The roof shall be installed in accordance with the manufacturer's instructions. The roof shall be installed over the existing roof structure. The roof shall be installed in accordance with the manufacturer's instructions. The roof shall be installed over the existing roof structure.



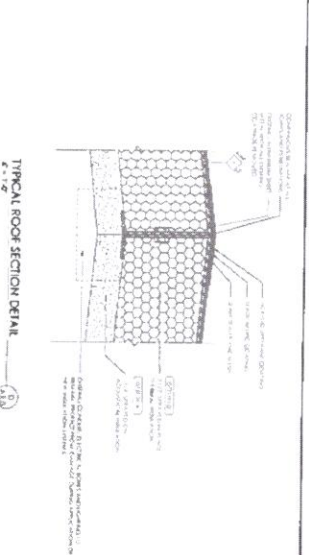
DOME GUTTER DETAIL



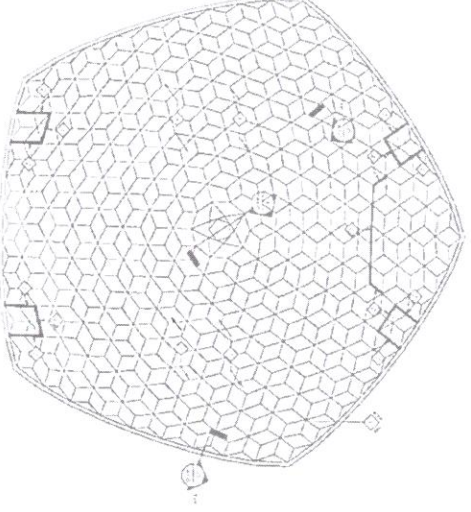
ENLARGED TYPICAL ROOF PLAN DETAIL



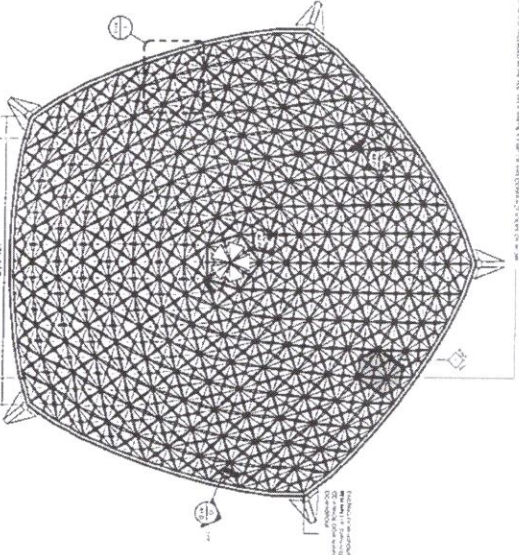
CAP DETAIL



TYPICAL ROOF SECTION DETAIL



REFLECTED CEILING PLAN



ROOF PLAN

GENERAL PLANNOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2015 INTERNATIONAL BUILDING CODE (IBC).
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS.
 7. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK PERFORMED.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
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 13. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK PERFORMED.



Rossurant architects
 1000 University Avenue, Lexington, KY 40502
 Phone: 606.253.1234
 Fax: 606.253.1235
 Email: info@rossurant.com

NEW WORK PLANS AND DETAILS
BETSY LAYNE ELEMENTARY SCHOOL ROOF REPLACEMENT BID PACKAGE #2
 FOR
FLOYD COUNTY SCHOOLS BOARD OF EDUCATION
 EASTERN, KENTUCKY

AI.0

DATE: 08/23/2018
 TIME: 10:00 AM
 PROJECT: Betsy Layne Elementary School Roof Replacement
 DRAWING: AI.0 - ROOF PLANS AND DETAILS
 SHEET: 1 OF 1



rosstarrant architects

Betsy Layne Elementary School Roof Replacement

Bid Package #2: Dome Roof

Floyd County Board of Education
Floyd County, Kentucky

RTA 2201
BG 22-333

Project Manual

Volume 1 of 1
September 2023

Architect
RossTarrant Architects, Inc.
p 859.254.4018

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FOR
Betsy Layne Elementary School Roof Replacement
Bid Package #2: Dome Roof
Floyd County, Kentucky
BG 22-333
RTA 2201**

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**SECTION 001115
ADVERTISEMENT FOR BIDS**

Sealed proposals for the following work will be received by the Floyd County Board of Education in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, equipment, services, etc., necessary for the construction of Betsy Layne Elementary School Roof Replacement - Bid Package #2 as set forth in the specifications and as shown on the drawings prepared by RossTarrant Architects, Inc., 101 Old Lafayette Avenue, Lexington, Kentucky 40502.

Bid Submittal: Contractors must submit their bids to the Floyd County Board of Education, 442 KY Route 550, Prestonsburg, Kentucky 41622 until: October 17, 2023, 2:00 p.m., local time.

Each Proposal shall be submitted on forms contained in the Project Manual. Proposals shall be enclosed in a sealed envelope with the following information on the outside:

Sealed Bid for the:

Betsy Layne Elementary School Roof Replacement - Bid Package #2

No proposal shall be withdrawn for a period of sixty (60) days after the date of bid opening.

Pre-Bid Conference: A pre-bid conference will be held on October 6, 2023 at 11:00 a.m. local time, at the the project site. Each bidder is encouraged to visit the site to review field conditions prior to submitting a bid.

Addenda: The last date for the Architect to receive items to be addressed in any addenda is October 10, 2023 by 12:00 p.m. EDT. All requests must be submitted to the Architect in writing.

Method of Receiving Bids: Bids will be received from Contractors for a Total Lump Sum Amount. All phases of the work shall be bid to and through the Contractor submitting the proposal. Bid Security in the amount of five (5) percent of each proposal submitted must accompany each Proposal in accordance with the Form of Proposal.

It is the Owner's intent to purchase significant quantities of materials through direct purchase orders. After review of bids, the Owner will issue purchase orders for major material items. Refer to the Supplemental Instructions to Bidders, General Conditions, Supplementary Conditions, additional bidding documentation and Division 1 sections for additional information.

Right to Reject and Waiver: The Owner reserves the right to accept any bid, to reject any or all bids, to waive any informalities in bids received where such acceptance, rejection, or waiver is considered to be in the best interest of the Owner or to reject any bid where evidence or information submitted by the bidder does not satisfy the Owner that the bidder is qualified to carry out the details of the Contract Documents. The Owner's desire to waive irregularities and informalities as to a bid shall be reviewed and final judgement made by the Kentucky Department of Education, Division of Facilities Management, prior to approval of the contract and financing plan.

Project Team:

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

Obtaining Plans and Specifications: Bidders may download contract documents electronically at no charge from Lynn Imaging's Online Planroom at www.lynnimaging.com. Hard copy sets are available at printing cost to the contractor from Lynn Imaging, 328 Old East Vine Street, Lexington, Kentucky 40507 (telephone (859) 255-1021), those sets may also be ordered by logging into the online planroom. Postage and handling fees shall be paid directly to Lynn Imaging. It is most important that requesting firm identify the position of the firm as to prime bidder, miscellaneous Contractor, material supplier, or other. Please give name, address, telephone number and email address of person responsible for receiving Addenda material and general communication concerning this bidding. All

copies made or distributed by the invited contractors shall bear the copyright notice shown on the Instruments of Service.

General Information: Federal Wage Rates are applicable. State Wage Rates are not applicable. Conflicts of interest, gratuities and kickbacks are defined in KRS 45A.445 and as provided for in KRS 45A.455 are absolutely prohibited. Preference for resident bidders shall be given as outlined in KRS 45A.90 to 45A.94. The successful bidder must supply a 100% Performance and Payment Bond as outlined in the Project Manual.

Project Location: Betsy Layne Elementary School, 256 School Street, Betsy Layne, Kentucky 41605

Project Description: This project scope is a roof replacement of the existing geodesic dome over Betsy Layne Elementary School's gymnasium. Scope includes the demolition of existing roof coatings on both interior and exterior, new elastomeric and urethane roof coatings with associated seam sealer, mesh, and sealant, and new interior sprayed-in-place thermal insulation covered with sprayed-on acoustical insulation.

END OF SECTION

SECTION 002100 - INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 Refer to the Kentucky Department of Education Version of AIA Document A701-1997.

END OF SECTION

Kentucky Department of Education Version of **AIA** Document A701™ – 1997

Instructions to Bidders



This version of AIA Document A701™–1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701–1997 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 A701™– 1997, Instructions to Bidders — KDE Version," or "AIA Document A701™–1997 — KDE Version."

Kentucky Department of Education Version of AIA Document A701™ – 1997

Instructions to Bidders

For the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)



This version of AIA Document A701-1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701-1997 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

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- 3 BIDDING DOCUMENTS
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- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
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- 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201™, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Form of Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. The Base Bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the Owner.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

1. The submission of a Bid will be construed as evidence that a site visit and examination of local conditions have been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Copies

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 (Not Used)

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 Interpretation or Correction of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect and Construction Manager (if utilized) errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect and Construction Manager (if utilized) at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to all who are known by the Architect and Construction Manager (if utilized) to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the Form of Proposal shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Form of Proposal nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 Bid Security

§ 4.2.1 Each Bid greater than \$25,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 Submission of Bids

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation to Bid or any extensions thereof made by Addendum. Bids received after the closing time and date for receipt and opening of Bids will be rejected and returned to the Bidder unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud.

§ 5.2 Rejection of Bids

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

§ 6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.1.2 In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

§ 6.2 (Not Used)

§ 6.3 Submittals

§ 6.3.1 Each Bidder shall submit as part of the Form of Proposal a list of subcontractors proposed for each major branch of work itemized and described in the specifications for the Project. The Bidder's listing of a subcontractor for a work category certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that category. The Architect and Construction Manager (if utilized) 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 and Construction Manager's (if utilized) review indicate the bidder does not have skilled staff and equipment to complete the work category at the time the Bid was submitted.

- 1 Changing subcontractors from those listed with the Form of Proposal is prohibited unless the bidder provides grounds for such a change that are consistent with provisions of the Instructions to Bidders. Said change shall be accompanied by a written explanation from the Bidder as well as a written release from the listed subcontractor. All letters shall be on original company stationery with original signatures from an officer in the company legally approved to act for the company. An unjustifiable change of subcontractors may invalidate the Bid. Any change to a proposed person or entity shall be addressed as noted in Section 6.3.3 of these Instructions to Bidders

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.4 List of Materials, Suppliers, and Manufacturers

§ 6.4.1 Each Bidder shall submit a complete list of materials/equipment with supplier's and manufacturer's name in the form and manner indicated on the Form of Proposal and in compliance with materials and equipment specified.

§ 6.4.2 In addition to the list furnished with the Form of Proposal, the successful Bidder thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Architect and Construction Manager (if utilized) a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number, and product data or illustration thereof.

§ 6.4.3 Prior to the award of contract, the Architect and Construction Manager (if utilized) will make a preliminary check of the lists included with the Form of Proposal and advise the Bidder and the Owner of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract specifications. Should it develop that any of the materials or equipment named in the list do not meet the requirements of the project specifications, the Bidder shall be required to offer to the Owner other materials or equipment in compliance with the specifications at no change in contract price. Preliminary review and acceptance of the above list shall not relieve the Contractor of furnishing equipment and materials in accordance with the specifications.

§ 6.4.4 Written approval shall be obtained from the Architect regarding any material/equipment, supplier, and manufacturer substitution. Substitutions are permitted in the following instance:

- .1 Failure to comply with contract requirements;
- .2 Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract;
- .3 Written release by the supplier or manufacturer.

§ 6.4.5 The Owner reserves the right to reject the bid of any Bidder who fails to furnish the information required under Sections 6.3 and 6.4.

§ 6.5 Unit Prices

§ 6.5.1 Each Bidder shall submit as part of the Bid a list of unit prices as designated on the Form of Proposal.

§ 6.5.2 Unit prices are for changing or adjusting the scope or quantity of work from that indicated by the contract drawings and specifications.

§ 6.5.3 Unit prices shall include all labor, materials, equipment, appliances, supplies, overhead and profit.

§ 6.5.4 Only a single unit price per item shall be given and it shall apply for either more or less work than indicated or specified in the contract documents. In the event the contract is adjusted by unit prices, a change order shall be issued for the change and for the increased or decreased amount.

§ 6.5.5 Unit prices listed by the Bidder and accepted by the Owner shall apply to all phases of work whether the work is performed by the Bidder or by the Bidder's (Contractor's) subcontractors.

§ 6.5.6 For unit prices that apply to a lump sum Base Bid, the Owner reserves the right, prior to an award of contract, to negotiate, adjust and/or reject any price that is determined by the Architect, Construction Manager, or Owner to be excessive or unreasonable in amount.

§ 6.5.7 On line item total sum bids where Bidders are quoting firm unit prices for estimated quantities of units of work, the unit price is the Bid and is not subject to change, either by the Bidder or Owner. The Owner reserves the right to correct mathematical errors in extensions and additions by the Bidder. The Owner's corrected bid sum total shall take preference over the Bidder's computed bid sum total.

§ 6.6 Bid Division, Material Suppliers, and Purchase Orders

§ 6.6.1 This Section applies to projects with or without Bid Division (Multiple Prime Contracts), and those Projects that provide for direct purchase by the Owner of materials and equipment from Material Suppliers.

§ 6.6.2 For Projects with Bid Division: General Construction and Concrete, Masonry, Plumbing, HVAC and Electrical Contractors shall provide with their Bid a breakdown of major material items (excluding sales tax). This breakdown shall include description of the item, name of the manufacturer, name of the supplier, and the amount of the supplier's quote. The Owner will issue Purchase Orders direct to the suppliers for these materials. The following shall be provided:

- .1 Within four (4) days from the Bid Date, the low Bidder shall furnish to the Owner the list of material suppliers of the items listed on the bid breakdown, with authorization given to the Contractor to quote the materials listed and that the Supplier will furnish the listed materials to the Owner under the Owner's standard Purchase Order for the amount stated on the Contractor's bid breakdown. Failure of any Contractor to provide this written list of material suppliers with authorization will cause forfeiture of the bid security.
- .2 The Contractor shall also guarantee to the Owner that materials listed in the breakdown to be purchased directly by the Owner shall comply with requirements of the Contract Documents and that the quantity of such material is sufficient to complete the Bid Division. The Performance and Payment Bonds required of the Contractor shall be in the combined amount of the materials designated in its bid to be acquired by Purchase Order by the Owner and all remaining items of cost in the respective Bid Division. Contractor shall provide an invoice from the supplier to the Owner with Contractor's Application for Payment.
- .3 Material Suppliers will be paid the full amount of their invoices. Retainage that would otherwise be withheld from invoices submitted by and paid to a material supplier shall be withheld from the approved payment request of the Contractor. Refer to General Conditions for further requirements regarding retainage.
 - a Lockers, Library, Kitchen, Shop, Technology, Science or other major equipment bid divisions shall provide with their Bid a breakout price for the material portions of the Bid (excluding sales tax). Award of contract will be based on the lump sum price of the accepted Bid that includes labor and materials. The Owner will issue a Purchase Order for the material and a contract for the labor and incidental materials. Retainage will be held on both the Purchase Order and the Contract in accordance with the General Conditions.
 - b The language of the Bid Divisions is designed to outline and define the work in general to be included in a particular Bid Division and to prevent overlapping and conflicting requirements within other Bid Divisions. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified or indicated to be part of a complete and workable system.
 - c It is the responsibility of the Bidder to determine which Bid Division or combination of Bid Divisions the Bidder desires to Bid.

§ 6.6.3 For Projects without Bid Division but with direct purchase by the Owner of materials and equipment from Material Suppliers, Contractors shall comply with paragraph 6.6.2 above as applicable to the Project. The Owner will issue Purchase Orders direct to the suppliers for these materials. Award of contract will be based on the lump sum price of the accepted bid that includes labor and materials. Retainage will be held on both the Purchase Orders and the Contract(s) in accordance with the General Conditions.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 Unless stipulated otherwise in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in Kentucky.

§ 7.1.2 The cost of such bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond — KDE Version. Both bonds shall be written in the amount of the Contract Sum, being the total of the Base Bid, as described in Section 1.5 herein, and all Alternates accepted by the Owner.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version, except for those Projects utilizing a Construction Manager the Agreement will be written on AIA Document A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition — KDE Version. Owner-Contractor Agreements shall be valid only after written notice by the Kentucky Department of Education that the proposed Agreements are approved.

ARTICLE 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]

§ 9.1 Labor Regulations

§ 9.1.1 Work shall be performed in compliance with applicable provisions of the Kentucky Prevailing Wage Act on Public Works Projects, KRS 337.505 through KRS 337.550.

§ 9.1.2 Prevailing wage rates, included with the Bidding Documents, shall be paid on this Project if required under Section 10.1.1. The stipulated wage rates represent prevailing minimum wage rates of pay allowable and shall not be construed to mean that higher rates may not have to be paid in order to secure labor.

§ 9.1.3 Any Bidder and/or subcontract bidder in violation of any wage or work act provision (KRS 337.510 to KRS 337.550) and under citation by the Kentucky Department of Labor is prohibited by KRS 337.990 from bidding on or working on any and all public works contracts either in their name or in the name of any other company, firm, or other entity in which there is vested interest. No Bid shall be submitted by a prime Bidder or sub-bidder in violation of KRS Chapter 337. The responsibility of the qualifications of the sub-contract Bidder is solely that of the prime Bidder. The rejection of the subcontract Bidder and resubmittal of a qualified subcontract Bidder shall be addressed per the provisions of these Instructions to Bidders relating to subcontract Bidders (subcontractors) and materials.

§ 9.2 Davis-Bacon Act Provisions

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Where the amount received from federal revenue sharing is less than 25 percent of the estimated total construction cost of a public school project, state law and not the federal applies to the wage rate and the prevailing wage scale to be used for the project (OAG 74-329). Refer to Supplementary Conditions for direction regarding application of federal rates, if included in the bidding documents, to this project. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

ARTICLE 10 TAXES

§ 10.1 Kentucky Sales and/or Use Tax [Reference KRS 139.495(1)]

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the Owner. Materials and equipment which are to be submitted for direct purchase are as noted by the Architect or Construction Manager in the Form of Proposal and shall be limited to forty (40) items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the Contract Price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of bids.

§ 10.2 Federal Excise Tax

The Commonwealth of Kentucky and its political subdivisions are exempt from Federal Excise Tax.

ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL

§ 11.1 Representative at Bid Opening

§ 11.1.1 Each prime Bidder shall have an authorized representative at the bid opening for submittal of the list of materials and equipment, and the post bid review which follows immediately after the opening and reading of bids.

§ 11.1.2 Following the opening of bids, the three (3) apparent low Bidders shall remain for a post-bid review, and shall submit a completed list of materials, equipment and suppliers within one (1) hour from the close of the reading of the bids. The list of materials and equipment shall be the listing contained in the Form of Proposal.

§ 11.1.3 The post bid review, open to all bidders, will be conducted jointly with representatives of the Architect and Construction Manager (if utilized), Owner, and apparent low Bidder. Preliminary review will be directed toward Bidder's qualifications, list of subcontractors, list of materials and equipment, and unit prices.

ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION

The Commonwealth of Kentucky and its political subdivisions are committed to equal job opportunities on public contracts and prohibited from discrimination based on race, creed, color, sex, age, religion, or national origin.

ARTICLE 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION
[Reference KRS 45A.455]

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violation under this statute are located in KRS 45A.990.

ARTICLE 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

ARTICLE 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]

§ 15.1 Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preference for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45A.494. Reciprocal preference shall be given by public agencies to resident bidders.

§ 15.2 The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this Section shall be given.

§ 15.3 The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5:400.

SECTION 002114 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SCOPE

The following Supplemental Instructions to Bidders modify, change, delete from, or add to AIA Document A701-1997 "Instructions to Bidders", Kentucky Department of Education version, which is included herein as a part of the Contract Documents.

ARTICLE 3 - BIDDING DOCUMENTS

Add the following:

3.5 Bids will be received from Contractors for a total lump sum amount. All phases of the work shall be bid to and through the Contractor submitting the proposal.

ARTICLE 4 - BIDDING PROCEDURES

Modify Paragraph 4.2.1 as follows:

"Each Bid greater than \$100,000 shall be accompanied by bid security in the form of a Bond provided by a Surety company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty."

Add to Paragraph 4.3.1:

- 4.3.1.1 The bidder shall submit the following documents at the time of the bid opening:
 - Form of Proposal (KDE Document) - Submit one original.
 - Bid Security - Submit one original.
- 4.3.1.2 The bidder shall submit the following documents within 1 hour of the bid opening:
 - Form of Proposal Pages 4 & 5: List of Proposed Suppliers and Manufacturers. An electronic copy is acceptable.
 - Form of Proposal Pages 6 & 7: Unit Prices. An electronic copy is acceptable.
- 4.3.1.3 The bidder shall submit the following documents within 24 hours of the bid opening:
 - Form of Proposal Section 004134: Decorative Quartz Epoxy Flooring Installer Reference - Submit completed form. An electronic copy is acceptable
 - Form of Proposal Section 004140: Bidder's Qualifications - Submit one completed form within 24 hours of the bid opening. An electronic copy is acceptable.
- 4.3.1.4 The bidder shall submit the following documents within 48 hours of the bid opening:
 - Form of Proposal Section 004145: Identification of Minority and Women Subcontractors and Material Suppliers. An electronic copy is acceptable.
- 4.3.1.5 The apparent successful bidder shall submit the following documents within 4 days of the bid opening:
 - Form of Proposal Pages 8-10: Direct Material Purchases. An electronic copy is acceptable.
 - Purchase Orders: Draft Purchase Order Forms should be submitted for each of the vendors listed on the Direct Material Purchases List. These Purchase Orders shall be submitted on the forms provided. Electronic copies are acceptable.
 - Contractor shall be responsible for verifying that the materials listed on the Bid Form Direct Material Purchases List are in full compliance with the Supplier/Manufacturer List provided within two hours of the bid opening. Should an inconsistency become apparent, the Architect shall be able to select the manufacturer at no additional cost to the Owner.

Kentucky Department of Education Purchase Order Summary Form Section 004156. An electronic copy is acceptable.
W9 Forms: Submit W9 Forms for each vendor listed on the Direct Material Purchases List. Electronic copies are acceptable.

4.3.1.6 The apparent successful bidder may be asked to submit the following document within 24 hours of the bid opening:

Form of Proposal Section 004142: Bidder's Financial Statement - Submit one completed form within 24 hours of the bid opening if requested. An electronic copy is acceptable.

ARTICLE 6 - POST-BID INFORMATION

Add the following paragraphs:

6.3.5 In determining the qualifications of the bidder with regard to the bidder's experience, the bidder is expected to be able to show experience which reflects a similar or equivalent scale, scope and complexity to the project. Qualifying bidders should expect to be able to provide the following:

6.3.5.1 Project experience of at least ten projects with a similar type of construction, directly related to educational function, if possible, within the last five years.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

Revise the last sentence of Paragraph 7.2.2 to read:

Both bonds shall be written in the amount of the sum of the contract amount plus the total amount of all purchase orders.

ARTICLE 9 - PUBLIC WORKS ACT (REFERENCE KRS 337.550)

Delete Article 9.1 Labor Regulations in its entirety. Kentucky prevailing wage rates will not apply to this project.

Refer to Article 9.2 David-Bacon Act Provisions. Federal prevailing wage rates will apply to this project.

ARTICLE 10 - TAXES

Add the following paragraphs:

10.3. It is the Owner's intention to purchase major material items by direct Purchase Order. Refer to documents included in this Project Manual for information concerning this process.

10.3.1 As provided by KRS 139.310 and the Kentucky Administrative Regulation 103 KAR 26:070 (Contract Construction), each contractor is responsible for Kentucky Sales and Use Tax on all materials purchased and installed by the Contractor or a third party hired by the Contractor.

10.3.2 The sales and use tax is to be excluded on those material items purchased by the Owner directly from the material supplier as indicated on the Direct Material Purchases List. If a contractor lists his own company as the supplier for items listed on this list, the Owner will not issue a Purchase Order and exemption certificate. Accordingly, the sales and use tax on the materials used to fulfill the terms of the contract will be the liability of the contractor.

10.3.3 The material breakout amount indicated by a prospective bidder is considered final.

END OF SECTION

BG No. 22-333

Date: _____ 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: _____

Mailing Address: _____

Business Address: _____ Telephone: _____

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 _____ (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:

Use Figures

_____ Dollars & _____ 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.

| | BRANCH OF WORK <small>(to be filled out by the Architect)</small> | SUBCONTRACTOR <small>(to be filled out by the contractor)</small> |
|-----|---|---|
| 1. | Demolition – Exterior | |
| 2. | Demolition – Interior | |
| 3. | Roofing | |
| 4. | Sprayed-in-Place Thermal Insulation | |
| 5. | Sprayed-on Acoustical Insulation | |
| 6. | Sheet Metal | |
| 7. | | |
| 8. | | |
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| 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) |
|-----|--|--|
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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. | Roofing | | |
| 2. | Sprayed-in-Place Thermal Insulation | | |
| 3. | Sprayed-on Acoustical Insulation | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
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| 14. | | | |
| 15. | | | |
| 16. | | | |
| 17. | | | |
| 18. | | | |

| | MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor) | SUPPLIER (to be filled out by the Contractor) | MANUFACTURER (to be filled out by the Contractor) |
|-----|---|---|---|
| 19. | | | |
| 20. | | | |
| 21. | | | |
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| 40. | | | |

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.

| | 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) |
|----|--|---|---|
| 1 | Complete roofing system | | /SF |
| 2 | 3 ½" Sprayed-in-Place Thermal Insulation | | /SF |
| 3 | 1 ¼" Sprayed-on Acoustical Insulation | | /SF |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 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 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |
| 27 | | | |
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| 31 | | | |
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| 34 | | | |
| 35 | | | |
| 36 | | | |
| 37 | | | |
| 38 | | | |
| 39 | | | |
| 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. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
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| 17. | | | |
| 18. | | | |
| 19. | | | |

| | 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) |
|-----|---|---|--|
| 20. | | | |
| 21. | | | |
| 22. | | | |
| 23. | | | |
| 24. | | | |
| 25. | | | |
| 26. | | | |
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| 40. | | | |
| 41. | | | |
| 42. | | | |
| 43. | | | |
| 44. | | | |

| | 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: _____

AUTHORIZED _____ REPRESENTATIVE'S _____ NAME:
Signature

AUTHORIZED _____ REPRESENTATIVE'S _____ NAME (printed):

AUTHORIZED REPRESENTATIVE'S TITLE: _____

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

This form shall not be modified.

**SECTION 004140
BIDDER'S QUALIFICATION**

PART 1 GENERAL

1.01 BIDDER'S QUALIFICATION

Company Name: _____

Mailing Address:

Shipping Address:

Telephone: _____

Fax Number: _____

Email (if applicable): _____

Projects completed within the last five (5) years with a similar type of construction, directly related to educational function, if possible:

| | |
|--------------|------------------|
| _____ | \$ _____ |
| Owner: _____ | Telephone: _____ |
| _____ | \$ _____ |
| Owner: _____ | Telephone: _____ |
| _____ | \$ _____ |
| Owner: _____ | Telephone: _____ |
| _____ | \$ _____ |
| Owner: _____ | Telephone: _____ |
| _____ | \$ _____ |

Owner: _____ Telephone: _____

We now have the following jobs under contract and bonded:

| | | |
|-------|----|-------|
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |

Personnel: The superintendent on site for the project is scheduled to be:

The project manager in the office for the project is scheduled to be:

END OF SECTION

**SECTION 004142
BIDDER'S FINANCIAL STATEMENT**

PART 1 GENERAL

1.01 BIDDER'S QUALIFICATIONS

The Bidder's Qualifications together with the attached affidavit are required by the conditions of the Invitation to be executed and submitted within 24 hours as part of the Proposal if requested.

- A. A permanent place of business is maintained at: _____

- B. The following construction Plant and Equipment will be made available for use of this Contract:

- C. Adequate finances are possessed as indicated: (Note: A prepared Company certified financial statement may be substituted in lieu of the following.)

Conditions at close of business _____, 20_____

1.02 ASSETS

- A. Cash in bank and on hand \$ _____
- B. Receivable Notes, Accounts, Money Earned, Interest, Guarantee Loan \$ _____
- C. Stocks and Bonds \$ _____
- D. Real Estate, Furniture and Fixtures, and Materials \$ _____
- E. Equipment (After depreciation) \$ _____
- F. Other Assets (Name) \$ _____
- Total Assets: \$ _____

1.03 LIABILITIES

- A. Payable Notes, Accounts, Interest, Loans \$ _____
- B. Real Estate Encumbrances \$ _____
- C. Other Encumbrances (Name) \$ _____
- D. Reserves \$ _____
- E. Capital Stock Paid Up (All Classes) \$ _____
- F. Surplus - Net Worth \$ _____

In addition to the foregoing, a complete and detailed certified financial statement will be furnished if required.

In the event the Contract is awarded the undersigned, surety bonds will be furnished by:

(Surety Company)

Signed: _____

(Representative of Surety Company)

Agent: _____

Address: _____

END OF SECTION

**SECTION 004145
 IDENTIFICATION OF MINORITY AND WOMEN SUBCONTRACTORS AND MATERIAL SUPPLIERS**

PART 1 GENERAL

1.01 SUBMITTAL DATA

- A. The utilization of minority and women subcontractors and material suppliers is encouraged and supported, whenever possible, on public school projects. The bidder and contractor should make full efforts to locate minority- and women-owned business persons.
- B. The apparent successful bidder shall submit this form, along with required attachments, within 48 hours of the Bid Opening.
- C. For assistance in identifying subcontractors and material suppliers, bidders may contact the Kentucky Office for Minority Business Enterprises, mwbe.ky.gov, Phone (502) 564-8099 or the Office of Equal Opportunity, Contract Compliance, finance.ky.gov, Phone (502) 564-2874.
- D. Minority and women subcontractors and material suppliers to hold subcontracts on this project:

| Company Name | City/State | Certified MWBE |
|--------------|------------|----------------|
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |
| | | Yes/No |

- E. Bidder must attach to this Form of Proposal a list of all minority and women subcontractors and material suppliers contacted in order to prepare a bid.

END OF SECTION

**SECTION 004155
PURCHASE ORDER**

PART 1 GENERAL

1.01 OWNER'S PURCHASE ORDER

- A. Following approval of the Bid Breakout List on the Form of Proposal, the Contractor shall provide copies of Purchase Orders on the attached Kentucky Department of Education Purchase Order Form, or may also provide the same complete information in another format agreed to by the Architect. This Purchase Order shall be governed by the Terms and Conditions of the Purchase Order, also attached.
1. An electronic copy of this form may be requested from the Architect.
 2. Once the Architect has received complete information, the data will be entered into the Kentucky Department of Education FACPAC system, and an actual Purchase Order form will be generated for the Contractor to use in getting vendor signatures. This KDE Purchase Order form includes the same information on the form attached to this section.

END OF SECTION

Board of Education: _____

BG# _____

District PO Number: _____

(THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS)

Project Name: _____

Kentucky Sales Tax Exemption Number: _____

Bid Package No.: _____

Date of Order: _____

Specification Section: _____
(IF APPLICABLE)

Vendor Name: _____

Material Description / Category: _____

Vendor Address: _____

Facility Name: _____

Requested By: _____

Vendor Phone: _____

AUTHORIZATION

THE ATTACHED TERMS & CONDITIONS ARE HEREBY ACKNOWLEDGED AND MADE PART OF THIS ORDER.

Vendor Email: _____

Owner Authorized Name: _____

Bill To: _____

Owner Authorized Signature: _____

Bill to Address: _____

Owner Authorization Date: _____

Ship To: _____

Vendor Authorized Name: _____

Ship to Address: _____

Vendor Authorized Signature: _____

Attention of: _____

Vendor Authorization Date: _____

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

| Contact Name | Phone Number | Contact Name | Phone Number |
|--------------|--------------|--------------|--------------|
| | | | |

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 NO. | QUANTITY | ITEM DESCRIPTION | UNIT PRICE | TOTAL |
|----------|----------|---------------------------|------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Bid Package(s): | L. S. | |
| | | Specification Section(s): | L. S. | |
| | | SPECIMEN COPY ONLY | | |

TERMS & CONDITIONS OF PURCHASE ORDER

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 supplier 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.

SECTION 004156

KENTUCKY DEPARTMENT OF EDUCATION PURCHASE ORDER SUMMARY

PART 1 GENERAL

1.01 KENTUCKY DEPARTMENT OF EDUCATION PURCHASE ORDER SUMMARY FORM

- A. The Contractor shall provide a signed Kentucky Department of Education Purchase Order Summary Form within four (4) calendar days from the date of the bid opening.
 - 1. An electronic copy of this form may be requested from the Architect in Excel format.

END OF SECTION

SECTION 005200 - CONTRACT AGREEMENT FORM

FORM OF GENERAL CONDITIONS

1.01 Refer to Kentucky Department of Education Version of AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

END OF SECTION

Special Called Meeting
December 27, 2021 4:00 PM
Floyd County Board of Education/Drs. Chandra and Mahendra Varia Media Center
Eastern, KY

Attendance Taken at : 4:00 PM

Present Board Members:

Ms. Linda Gearheart
Mr. William Newsome
Mr. Steve Slone
Mr. Keith Smallwood

Absent Board Members:

Dr. Chandra Varia

Anna Shepherd, Board Secretary and Board Attorney was in attendance.

1. Call to Order - Roll Call

2. Consider/Approve creating an Executive Officer of Instruction and the accompanying job description/salary

Order #19978 - Motion Passed: Approval of creating an Executive Officer of Instruction and the accompanying job description/salary passed with a motion by Mr. Steve Slone 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 |

3. Consider/Approve an Architectural Firm or Firms for the Esser III Funded projects at Adams Middle School/Allen Elementary (Roof and HVAC) and Betsy Layne Elementary (Roof Projects)

Order #19979 - Motion Passed: Approval of an Architectural Firm or Firms for the Esser III Funded projects at Adams Middle School (Roof and HVAC) with Integrety, Allen Elementary (Roof and HVAC) with Summitt and Betsy Layne Elementary (Roof Projects)work with Ross Tarrant. 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 |

3. We have and share a district organization chart that is approved and shared within the district outlining departments and employees within each department as well as work assignments/duties for each.

1. Finance-Prepares and oversees a budget that aligns resources with district vision and needs
 2. Resourcing-Continually assesses programs and resource allocation
 3. Effectiveness and Efficiency-Develops and enforces clear expectations for efficient operation and the district giving priority to student learning and safety
 4. Communication-Assures and effective system of districtwide communication
- C. Accept Notification of Personnel Matters

Order #19997 - Motion Passed: 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 |

1. Actions Taken

2. Requests for Leaves of Absences

D. Consider/Approve Initial BG-1 for the James D. Adams Middle School Re-Roof and HVAC project, pending KDE approval

Order #19998 - Motion Passed: Approval of Initial BG-1 for the James D. Adams Middle School 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 |

E. Consider/Approve Initial BG-1 for the Betsy Layne Elementary Roof projects, pending KDE approval

Order #19999 - Motion Passed: Approval of Initial BG-1 for the Betsy Layne Elementary Roof projects, 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 |

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

Mr. Keith Smallwood Yes

F. Consider/Approve Standard Form of Agreement between Owner and Architect (RossTarrant) Trace Creek, CM) for the Emergency Bus Garage Replacement, pending KDE Approval

Order #20169 - Motion Passed: Approval of Standard Form of Agreement between Owner and Architect (RossTarrant) Trace Creek, CM) for the Emergency Bus Garage Replacement, 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 sealed bid(s) for School Access Control Systems and Revised BG-1, pending KDE approval

Order #20170 - Motion Passed: Approval of sealed bid(s) for School Access Control Systems and Revised BG-1, 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 Revised BG-1 for the Betsy Layne Elementary Roof projects, pending KDE approval

Order #20171 - Motion Passed: Approval of sealed bid(s) for School Access Control Systems and Revised BG-1, 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

Order #20172 - Motion Passed: Motion to table Item 6-J and Item 6-O passed with a motion by Mr. Steve Slone and a second by Mr. Keith Smallwood.

3 Yeas - 0 Nays - 2 Abstained