

FLOYD COUNTY SCHOOL BOARD TEAM PRINCIPLES OF OPERATIONS

To sustain and improve our effectiveness, the Floyd County School Board Team commits to:

- **Provide exemplary leadership through clearly defined expectations, policies and ethical and respectful behavior.**
- **Make decision based on facts and thoughtful analysis that are best for all our students and community.**
- **Work together for the common good, be respectful of one another and others, not knowingly surprise one another.**
- **Devote our meetings to topics that advance academics and student health.**
- **Be good stewards of our community's human and other resources.**
- **Allocate resources fairly and equitably based on need.**
- **Support the Board's decision, seek to understand, disagree agreeably.**
- **Vote our Individual conviction, based on principles and with consideration of our discussions.**
- ***Speak only for myself unless authorized otherwise by the Board.***
- **Recognize that an individual board member has no authority.**
- **Prepare for and participate in board meetings with an open mind and contribute positively to discussion and our decision making process.**
- **Conduct our meetings with exemplary decorum and according to effective meetings' guidelines and practices.**
- **Honor our agreed chain of command and delegate authority and responsibility for effective and efficient implementation and demonstration.**
- **Seek and participate in opportunities to learn (roles, responsibilities, effective practices).**
- **Promote and support equality, efficiency and improvement by continually evaluating results and supporting process**
- **Seek and participate and support quality, efficiency and improvement by continually evaluating results and supporting process.**
- **Welcome, lead and encourage students' and citizens' involvement and support of our expectations and school.**
- **And respectfully remind each other of these Principles of OPERATIONS, for STUDENTS' health and learning SUCCESS.**

Code of Ethics

As member of a Kentucky Board of Education and mindful of the pledges made in their oath of office, Board members shall accept the duty to represent their community and their District's students, parents and staff and to improve public education by putting "students first" in their decisions. To that end they will:

1. Govern effectively and with integrity, emphasize student achievement and practice good stewardship of the District's human, financial and property resources;
2. Participate in all Board meetings, insofar as possible, having studied advance materials and, having given careful consideration to input from individuals and/or interested community groups, ready to base decisions on independent judgment;
3. Act as a staunch advocate for high quality schools, instructional curricula and professional staff dedicated to the educational welfare of all children, regardless of their ability, race, creed, sex or social standing and maintain knowledge about educational advances as they evolve;
4. Obey and uphold all laws, rules, regulations and court orders of the Commonwealth of Kentucky and of the United States, reserving the right to bring about needed changes through legal and ethical procedures;
5. Help their constituents to understand the importance of broad community support and involvement in the public schools, especially by encouraging citizen participation in Board meetings, and in turn, serve their constituents by helping ensure accountability of the schools to the community;
6. Recognize their duty to listen as well as to lead, respect opinions which differ from their own, reflect that no one member acts or speaks for the Board, and remember that final actions, made by majority vote in an official meeting, should be supported by all members;
7. Provide community insight to the Superintendent and evaluate the administration's responses to community expectations, work to adopt effective policies which give the administration authority commensurate to its responsibilities, demonstrate the support and respect due the District's skilled, professional employees and shun actions which could be interpreted as an attempt to run the schools through the administration;
8. Avoid even the appearance of conflicts of interest by never performing official acts or otherwise engaging in financial transactions with the school system which could benefit them, accepting gifts of substantial economic value which could be viewed as improper influence, or disclosing or using confidential information acquired in the course of official duties for personal gain.

No member of the Board shall use the office of board member in an unethical manner or as a means to secure personal privileges for himself or others.

Adopted/Amended: 07/28/14

Order #: 18288



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

Jeff Stumbo, Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson - District 5

SPECIAL CALLED MEETING

FLOYD COUNTY BOARD OF EDUCATION
THURSDAY, APRIL 9, 2015 – 6:00 P.M.
MAY VALLEY ELEMENTARY
MARTIN, KENTUCKY

A G E N D A

1. CALL TO ORDER – ROLL CALL – Board Chair
2. CONSIDER APPROVAL OF THE FLOYD CENTRAL HIGH SCHOOL CONSTRUCTION DOCUMENTS CONTINGENT ON REVIEW AND APPROVAL OF KENTUCKY DEPARTMENT OF EDUCATION.
3. CONSIDER APPROVAL OF THE FLOYD CENTRAL HIGH SCHOOL BG-3 CONTINGENT ON REVIEW AND APPROVAL OF THE KENTUCKY DEPARTMENT OF EDUCATION.
4. CONSIDER APPROVAL OF THE FLOYD CENTRAL HIGH SCHOOL SPECIAL INSPECTIONS PROPOSAL CONTINGENT ON REVIEW AND APPROVAL OF THE KENTUCKY DEPARTMENT OF EDUCATION.
5. CONSIDER/APPROVE JAMES D. ADAMS MIDDLE SCHOOL DANCE TEAMS REQUEST TO ATTEND AND TO TAKE A FLOYD COUNTY BOARD OF EDUCATION BUS TO THE US FINALS FINAL DESTINATION FOR CHEER AND DANCE IN INDIANAPOLIS, IN ON FRIDAY, APRIL 10, 2015.
6. ADJOURNMENT.


Dr. Henry Webb, Superintendent
Floyd County Schools

SPECIAL CALLED MEETING

**FLOYD COUNTY BOARD OF EDUCATION
THURSDAY, APRIL 9, 2015 – 6:00 P.M.
MAY VALLEY ELEMENTARY
MARTIN, KENTUCKY**

A G E N D A

1. CHAIR'S WELCOME/CALL TO ORDER

JEFF STUMBO_____

LINDA C. GEARHEART_____

DR. CHANDRA VARIA_____

RHONDA MEADE_____

SHERRY ROBINSON_____

2. CONSIDER APPROVAL OF THE FLOYD CENTRAL HIGH SCHOOL CONSTRUCTION DOCUMENTS CONTINGENT ON REVIEW AND APPROVAL OF KENTUCKY DEPARTMENT OF EDUCATION.



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April 8, 2015

Consent Agenda Item (Action Item):

Consider/Approve Floyd Central High School construction documents contingent on review and approval of the Kentucky Department of Education

Applicable Statute or Regulation:

KRS 162.90 General Powers and Duties of the Board

History/Background:

Fiscal/Budgetary Impact:

N/A

Recommended Action:

Approve recommendation of students

Contact Person(s):

Dr. Henry Webb

Superintendent:



3. CONSIDER APPROVAL OF THE FLOYD CENTRAL HIGH SCHOOL BG-3 CONTINGENT ON REVIEW AND APPROVAL OF THE KENTUCKY DEPARTMENT OF EDUCATION.



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April 8, 2015

Consent Agenda Item (Action Item):

Consider/Approve BG-3 for Floyd Central High School contingent on review and approval of the Kentucky Department of Education

Applicable Statute or Regulation:

KRS 162.90 General Powers and Duties of the Board

History/Background:

Fiscal/Budgetary Impact:

N/A

Recommended Action:

Approve recommendation of students

Contact Person(s):

Dr. Henry Webb

Superintendent:

District Name: Floyd County District Code: 175 Facility Name: New Floyd County High School School Code: _____

Project Name: New Floyd County High School - BG 14-246

Project Phase: Design Development: Construction Documents:

1. Site Development	\$	<u>5,500,000.00</u>	
2. General Construction	\$	<u>21,661,410.00</u>	
3. Heating, Ventilation & Air Conditioning	\$	<u>4,800,000.00</u>	
4. Plumbing (Include Sprinkler System)	\$	<u>2,500,000.00</u>	
5. Electrical Work	\$	<u>5,300,000.00</u>	
6. Sewage Disposal System	\$	<u>-</u>	
7. Total Construction Cost (1-6)			\$ <u>39,761,410.00</u>
8. Site Acquisition Cost (Purchase Price)	\$	<u>1,275,000.00</u>	
9. Legal Services	\$	<u>-</u>	
10. Fiscal Agent Fee	\$	<u>197,000.00</u>	
11. Bond Discount	\$	<u>971,000.00</u>	
12. Architect/Engineer Fee	\$	<u>2,124,684.00</u>	
13. Construction/Manager Fee (if Applicable)	\$	<u>1,097,905.00</u>	
14. Equipment/Furnishings (Not Fixed)/Computers	\$	<u>750,000.00</u>	
15. Property & Topographic Survey	\$		(incl. in Line 16)
16. Geotechnical Survey & Report	\$	<u>350,000.00</u>	
17. Special Inspections	\$		(incl. in Line 16)
18. Asbestos Abatement	\$		
19. Commissioning Fee	\$	<u>-</u>	
20. Plan Review Fee	\$	<u>-</u>	(incl. in Line 21)
21. Printing & Distribution of Bid Docs	\$	<u>51,932.00</u>	
22. Contingencies - Minimum 5% of Line 7	\$	<u>2,742,750.00</u>	
23. Other Cost (Describe) Bank and Rating	\$	<u>23,700.00</u>	
24. Total Other Cost (8-23)			\$ <u>9,583,971.00</u>
25. TOTAL PROJECT COST (line 7 + line 24)			\$ <u>49,345,381.00</u>
a. Gross Square Foot Area*			<u>147,721</u>
b. Total Cost Per Square Foot	\$		<u>334.04</u>
c. Total Cost Per Pupil 750	\$		<u>65,793.84</u>
d. Gross Sq. Ft. Area of Alternates * Base Bid Area Only			<u>N/A</u>

Kentucky Registered Architect/Engineer: _____ Date: _____

Construction Manager: _____ Date: _____

Board of Education Designee: _____ Date: _____

- 4. CONSIDER APPROVAL OF THE FLOYD CENTRAL HIGH SCHOOL SPECIAL INSPECTIONS PROPOSAL CONTINGENT ON REVIEW AND APPROVAL OF THE KENTUCKY DEPARTMENT OF EDUCATION.**



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April 8, 2015

Consent Agenda Item (Action Item):

Consider/Approve the Floyd Central High School special inspection proposal contingent on review and approval of the Kentucky Department of Education

Applicable Statute or Regulation:

KRS 162.90 General Powers and Duties of the Board

History/Background:

Special inspection/quality control is required during construction of the New Floyd County High School. Architect, Sherman Carter Barnhart solicited proposals per process and received proposals from two of the three firms. CSI and S & ME responded with the same percentage of construction cost (0.6%) and American Engineers did not respond. Both Poage Engineers and Sherman Carter Barnhart recommend CSI to perform the Special Inspection/Quality Control to ensure continuity with the geotechnical investigation recommendations. Actual cost will be determined on cost of construction once bidding is complete. Our board attorney has approved the attached document.

Fiscal/Budgetary Impact:

N/A

Recommended Action:

Approve recommendation of students

Contact Person(s):

Dr. Henry Webb

Superintendent:



LOYD COUNTY BOARD
OF
EDUCATION

Proposal for Providing

Special Inspection Services

**New Floyd County Central
High School**

Prestonsburg, Kentucky

Proposal Number 3634

March 16, 2015



Consulting Services Incorporated

Lexington 859.309.6021 | Cincinnati 513.252.2059 | Louisville 502.532.8269
Geotechnical & Materials Engineering | IBC Special Inspection | Material Testing

March 16, 2015

Floyd County County School Board
106 North Front Avenue
Prestonsburg, Kentucky 41653

ATTN: Mr. Henry Webb

Subject: **Proposal for Special Inspections**
New Floyd County Central High School
Prestonsburg, Kentucky
CSI Proposal No. 3634

Dear Mr. Webb:

Consulting Services Incorporated (CSI), appreciates the opportunity to submit this proposal for providing Kentucky Building Code (KBC) Special Inspection services for the above referenced project. This proposal includes an outline of our understanding of the proposed construction with our approach to providing the requested services with the applicable fees.

PROJECT INFORMATION

We understand the Floyd County Schools will begin site preparation for construction of a new 750-student facility for the future Floyd Central High School. The project is located along the north side of Route 680 in Floyd County, Kentucky. The project will include mass earthwork and construction of access roadways with fill depths in excess of 30 feet in some areas.

We also understand the project design documents for the building are not complete last this time. We have been provided the plans and specifications for the Earthwork portion of the project. We understand these are the only documents prepared for construction at this time.

Based on conversations we have had with the design team, we understand the building will be constructed on a drilled pier foundation system.

It is our understanding that KBC Special Inspections are required for the construction and they are intended to comply with Chapter 17 of the Kentucky Building Code and the project specifications specifications. The KBC Special Inspection services are expected to be provided for the following work divisions:

- ④ Steel Construction - KBC Citation 1705.2
- ④ Concrete Construction - KBC Citation 1705.3
- ④ Masonry Construction - KBC Citation 1705.4
- ④ Soil Construction - KBC Citation 1705.6

If any of the aforementioned information is in error or if the information changes, please contact our office so that we can re-evaluate the new information with respect to our cost.

Our staff assigned to the project will be equipped with laptop computers and up to date software. This technology will allow for our staff to deliver paperless reports immediately. We will work closely with the Design Professionals, Contractors and the Building Official to help resolve structural deviations that may delay or even stop you from obtaining your anticipated Certification of Occupancy approval.

- o After each site visit is completed, a KBC Special Inspection Report will be generated to document the activities performed. The reports are sent via weekly email in PDF format on Monday following the end of the work week to your project team informing them of the Special Inspection items observed and tested.
- o Unresolved deviations to your project plans and specifications will be informed to all parties on the day of the inspections as well as noted in our KBC Special Inspection Report and Weekly Progress Reports then sent to your project team.

As noted, CSI maintains a higher percentage of certified ICC Special Inspectors than any firm in Kentucky. We are very proud of the training and knowledge our staff has and will provide to your project during our services.

© KBC SPECIAL INSPECTION SERVICES

We will provide qualified construction KBC Special Inspection and material testing services in accordance with the project plans and specifications. We have selected the following scope of services for your project:

Steel Construction - KBC Citation 1705.2	
1	Periodically verify that certification numbers on bolt, nut, and washer containers correspond to the identification numbers on mill test reports and that manufacturer's symbol and grade markings appear on all bolts and nuts. Also verify that bolts, nuts, and washers are being properly cared for at the site.
2	Periodically verify steel frame joint details for bracing, stiffening, member locations, application of joint details at each connection are in accordance with the approved documents.
3	Periodically verify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
4	Periodically verify weld procedures and welders according to the requirements of AWS D1.1 and AISC 360.
5	Perform continuous inspection according to AWS D1.1-2000, Section 6.9 (visual inspection) on all multi-pass fillet welds and on all single-pass fillet welds larger than 5/16".
6	Perform periodic inspection according to AWS D1.1-2000, Section 6.9 (visual inspection) on all single-pass fillet welds smaller than 5/16".

Concrete Construction - KBC Citation 1705.3		
1		Periodically verify the use of the proper design mix.
2		Verify use of proper grade and ASTM designation of reinforcing steel.
	a.	Perform periodic inspection on placement, spacing, clear cover, number, and splice lap lengths of reinforcing steel.
3		Sampling and testing for quality control during concrete placement shall include the following:
	a.	Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
	b.	Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
	c.	Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and one test for each set of compressive- strength specimens.
	d.	Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory- cured test specimens except when field-cured test specimens are required.
	e.	Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cubic yards.
4		Perform continuous inspection of concrete placement for all walls and footings to verify proper application techniques. Perform periodic inspection of concrete placement for all supported slabs on deck and slab on grade to verify proper application.
5		Perform periodic inspection of concrete curing procedures to verify maintenance of specified curing temperature, protection, and techniques.

Masonry Construction - KBC Citation 1705.4		
A.		At onset of masonry construction and periodically thereafter, verify proportions of site-prepared mortar, construction of mortar joints, and location of reinforcement and connectors.
B.		Perform periodic inspection to verify size and location of structural elements; type, size, and location of anchors, including anchorage to other structural elements, frames, and construction; and specified size, grade, and type of reinforcement.
C.		Prior to each grouting operation, verify cleanliness of grout space, placement of all reinforcement and connectors, including lap splice lengths, and proportions of site-prepared grout.
D.		Perform continuous inspection of grout placement to verify compliance with contract document provisions.
E.		Perform periodic inspection of masonry curing procedures to verify maintenance of specified curing temperature, protection, and techniques.
F.		For concrete masonry designed in accordance with the Unit Strength Method (as specified on the General Notes of the Structural Drawings) sample and test grout compressive strength according to ASTM C 1019, mortar compressive strength according to ASTM C780, and the following:
	1.	Compression Test Sample: one set of three standard cube specimens for each compressive- strength test, unless otherwise directed. Mold and store cubes for laboratory-cured test specimens except when field-cured test specimens are required.

Soil Construction - KBC Citation 1705.6	
1	Periodic verification of materials below footings are adequate to achieve the design bearing capacity.
2	Periodic verification of excavations are extended to proper depth and have reached proper material.
3	Periodically perform classification and testing of controlled filled materials.
4	Continuous verification of use of proper materials, densities and lift thicknesses during placement and compaction of controlled fill.
5	Periodic verification that prior to placement of controlled fill, observed subgrade and verify that site has been prepared properly.

General

1. We will assign a project manager to direct the daily activities and a project engineer to be available for consultation for the project.
2. Report daily inspection and observation activities to the on-site representative.
3. Submit weekly reports documenting activities to the Owner, Architect, Structural Engineer and Contractor.
4. Submit a final report of inspections documenting required special inspections and correction of discrepancies noted during field inspections.

We strongly suggest that KBC Special Inspections be discussed at a Pre-Construction Special Inspections Meeting so all participants are made aware of the Special Inspection requirements for this project and the unique scheduling needs. We request 48 hours prior to the start of construction and a 24 hours notice each time our presence at the job site is required afterward.

Our presence at the job site and our performance of testing services must not be construed as relieving the contractor from his responsibility to comply with the plans and specifications. Our representatives do not have the authority to supervise the work or direct contractor personnel. It is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

Ⓒ COMPENSATION

As noted afore, we have not been provided with any design documents for the building at this time. For the purpose of this proposal we have developed our Lump Sum fee of \$240,000 based on 0.06 percent of the estimated construction cost of \$40,000,000 to perform the Special Inspection services for the project. We will be glad to provide a more accurate cost upon completion of the design documents and contractors construction schedule. Our cost is directly proportional to the contractors schedule which we have no direct control over.

Variations from the estimated construction cost noted above will necessitate an adjustment to the fee. We will invoice for the services provided on a time and materials basis in accordance with the rates outlined in the fee schedule included in this proposal. For a full day of service (which contains up to ten (10) working hours, round trip mileage, one half hour of clerical service and review of daily field reports by project manager) you will be charged the "one day" unit rate. Similarly for a half day service visit (which contains up to five (5) working hours, one half hour of clerical service and review of daily field reports by project manager) you will be charged one "half-day" unit rate.

Events that may result in additional costs can include:

- Ⓒ Returning to the site for retesting and/or re-observations of services previously found deficient. 24 hours of re-inspection is included in the cost noted above. We agree to perform any retesting as requested by the owner or the owner's representative however the Owner will be liable to CSI for payment of the services, not the contractor, as CSI will not be contracted with the contractor. The responsible contractor will be liable for reimbursement of payment back to the owner.
- Ⓒ Subsurface conditions different than those expected or encountered during the geotechnical exploration.
- Ⓒ Re-evaluating unstable soil conditions resulting from exposure to inclement weather and/or excessive construction traffic.
- Ⓒ Site and/or other meetings requested by design or construction team to resolve issues related to construction deficiencies, changes in scope or other unforeseen items.
- Ⓒ Services provided over 50 hours per week (10 hours per work day Monday through Friday), or on Saturdays, Sundays, or Holidays will be at the overtime rate shown in the fee schedule. This cost is not included in the noted fee.

Ⓒ **AUTHORIZATION**

In order to formally authorize our services and make this proposal and the attached Terms and Conditions the agreement between us, please sign the attached Proposal/Work Acceptance Sheet and return a signed copy to us. Any exceptions to this proposal, or any special requirements not covered in the proposal, should be listed on the terms and Condition Sheet.

We appreciate your consideration of CSI for this work and look forward to assisting you on this and future projects. Please call if you have any questions regarding the information contained herein.

Ⓒ **Consulting Services Incorporated**

Sincerely,



Scott Gevedon, SI
CMT Manager



Shayne Brashear
Principal

Fee Schedule

KBC Special Inspections, Testing and Materials Testing

Construction Engineering Professional - Day Rate,,	\$ 600.00
Construction Engineering Professional - Half Day Rate,	\$ 400.00
Construction Engineering Professional - Hourly beyond 10-hours,	\$ 75.00
Nondestructive Examiner (NDE) (Weld)- Hourly Rate	\$ 85.00
Certified Weld (CWI)/Fireproofing/Cold Metal Framing Inspector - Day Rate	\$ 85.00
NDE/CWI, Hourly beyond 8-hours	\$ 127.50
Fab Shop Inspection - Day Rate	\$ 850.00
Certified Operator for Floor Flatness, Day Rate.....	\$ 750.00

Engineering Services

Project Engineer, per hour	\$ 85.00
Senior Engineer, per hour	\$ 145.00
Project Manager, per hour	\$ 85.00
Clerical, per hour	\$ 40.00
Project Manger/Engineer, per day for site meetings/visits	\$ 400.00
Cost of progress meetings during construction of the structural elements included in cost	

Laboratory Testing Services

Concrete Compressive Sets (Set of 5), each (one set included in daily rate)	\$ 85.00
Grout Prism Set (Set of 4), each	\$ 85.00
Mortar Cubes (Set of 3), each	\$ 55.00
Unit Masonry Prism Set (Set of 6. 3 fully grouted, 3 no grout), each	\$ 300.00
Standard Proctor (ASTM D 698), each	\$ 185.00
Atterberg Limits (LL, PL, PI) and Natural Moisture content, each	\$ 55.00

Miscellaneous

Travel, per trip.....	\$ 25.00
Moisture/Density Gauge, Day Rate	\$ 35.00
Certified Operator for Floor Flatness, Day Rate	\$ 750.00

Remarks

- Ⓢ Services and fees not listed will be quoted on request.
- Ⓢ A minimum of 24 hours advance notice is requested for scheduling or canceling field services.
- Ⓢ All personnel hourly rates are based on portal-to-portal time.
- Ⓢ A one time project set-up fee of \$500.00 is applicable.
- Ⓢ Overtime Rates applies to services provided beyond 10-hours daily, Saturdays, Sunday's and Holidays.

PROPOSAL ACCEPTANCE AGREEMENT

CSI's SERVICES

Services Description	KBC Special Inspections and Materials Testing		
Project Name	Floyd County Central High School		
Proposal Number	3634	Proposal Date:	March 16, 2015

CLIENT - CSI will perform the Services referenced in the Proposal for and charge the invoice to the account of:

Client Name	
Full Address	
Company Contact	
Telephone	
E-mail Address	

PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED Consulting Services Incorporated of Kentucky, (CSI) will perform services set forth in the Proposal referenced above, incorporated herein by reference (the Proposal) (collectively, the "Services") subject to the terms listed on this page and pages 6 through 9 hereof. For purposes herein, the term "Site" shall mean Project Location listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by CSI of a signed Proposal Acceptance Sheet shall constitute the Client's Authorization to Proceed and agreement and acceptance of the terms hereunder.

TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services will be performed in accordance with standards customarily observed by a firm rendering the same or similar services in the same geographic region during the same time period. CSI makes no warranties, express or implied, as to the Services performed hereunder except for the preceding sentence's warranty of compliance with generally accepted standards, CSI hereby fully and expressly disclaims any and all other warranties of any nature whatsoever, express or implied. During the Services, CSI will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, Client understands and agrees that invasive services, including, but not limited to, drilling, boring or sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. The Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

2. RELATIONSHIP OF PARTIES. CSI, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. CSI shall have no right or authority to act for Client and will not enter into any agreement in the name of or on behalf of Client unless otherwise agreed in writing. Nothing in these Terms & Conditions shall be construed to give any rights or benefits to any party other than Client and CSI. Unless otherwise authorized in writing by CSI, there are no intended third party beneficiaries to these terms and conditions or to any work product or services by CSI; Client is the sole intended and agreed beneficiary of CSI's services and work product. Client agrees that should CSI elect to grant reliance to a third party lender, the third party must first sign CSI's Reliance and Potential Conflict of Interest agreement.

3. DOCUMENTS & CONFIDENTIALITY. All documents including, but not limited to, drawings, specifications, reports, logs, field notes, lab test data, calculations, and estimates prepared by or

for CSI in connection with the Services are instruments of service and shall be the sole property of CSI ("Work Product"); however, Client may request a copy for its exclusive use and Client further agrees that under no circumstances shall any document produced by CSI under this Agreement, be used at any location or for any project not expressly provided for in this Agreement without CSI's prior written permission. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of CSI. Work Product will not be disclosed by CSI to a third party without prior consent of Client except to the extent required to comply with a rule or regulation, court order, governmental directive, or professional or ethical standard or when such Work Product or portion thereof becomes available to the general public or is received by CSI from others who lawfully possess same. Client authorizes CSI to use and publish Client's name and general description of the Services in CSI's marketing materials. CSI has the right in its sole discretion, to dispose of or retain the documents. If Client requests documents in an electronic format, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by CSI remains the document of record.

4. CSI REPRESENTATIONS. Findings and recommendations resulting from the Services are based upon information derived from CSI's on-site activities and other services performed hereunder; such information is subject to change over time. Certain indicators of hazardous substances, petroleum products or other deleterious constituents may have been latent, inaccessible, unobservable or not present during the Services, and CSI cannot represent that the Site is not affected by constituents or other latent conditions beyond those identified from the Services performed. Subsurface conditions throughout the Site may vary from data revealed from discrete borings, tests, assessments, investigations or other exploratory services; CSI's findings, recommendations and estimates are based solely upon

data available to CSI at the time of the Services. CSI will not be responsible for a third party's interpretations or use of the data. CSI will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site. Should CSI provide observations or monitoring services at the Site at any time, Client agrees that CSI shall not be responsible for any working conditions or safety at the Site other than for its own staff during said observations or monitoring services. Any monitoring of a third party's or contractor's procedures does not include review of the adequacy of said contractor's safety measures in, on, adjacent to, or near the project.

5. CLIENT REPRESENTATIONS. Client understands the nature of CSI's presence on the Site and shall ensure that CSI's personnel and subcontractors have safe and reasonable access to the Site for the performance of the Services. Client shall furnish or cause to be furnished to CSI an accurate Site map and all information known or available to Client, including, but not limited to, past and current Site operations, subterranean structures, utilities, and the environmental condition of the Site (such as the identity, location, quantity, nature or characteristics of any hazardous or toxic materials on or near the Site). CSI may rely upon, but shall not be responsible for the accuracy of, any data provided by Client, Client's agent or any third party. Client shall immediately transmit new, updated or revised information as it becomes available during the Services. Client will secure all necessary approvals, permits, licenses and consents necessary to commence and complete the Services unless otherwise agreed in writing, and shall make any and all spill or release notifications that may be required by law.

6. SUBTERRANEAN STRUCTURES, UTILITIES, WETLAND ISSUES. Client is responsible for accurately providing the locations of all subterranean structures and utilities and potentially jurisdictional areas which may contain wetlands, endangered species habitat or cultural resources. CSI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities and potentially jurisdictional areas identified to us. Client agrees to hold harmless and indemnify CSI for any claims, payments or other liability, including reasonable attorneys fees, for any damages to subterranean structures, utilities or potentially jurisdictional areas which are not (i) accurately identified by Client or others, (ii) accurately depicted on plans; or (iii) called to the attention of CSI prior to performing the Services, except to the extent that CSI has been contracted to locate sensitive areas on the site not identified or accurately located.

7. INDEMNITIES. Deleted

8. RISK ALLOCATION AND LIABILITY LIMITATION. Deleted

9. DISPUTE RESOLUTION COSTS. In the event that CSI and Client find themselves in adversarial positions, and in the event of litigation, arbitration, or mediation in connection therewith, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due.

10. MONITORING. paragraph applies in the event CSI is retained by Client to provide a Site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal. In this case, CSI will report observations and its professional opinions to the Client. No action of CSI or CSI's Site representative shall be construed as altering

any contract between Client and third parties. The CSI representative has no right to reject or stop work of any Client agent; such rights are reserved solely for Client. Furthermore, CSI's presence on-site does not in any way guarantee the completion or quality of the performance of the work of any third party. CSI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of any third party or any agent of the Client.

11. SAMPLING OR TEST LOCATION. Unless otherwise stated, the fees in the Proposal do not include costs associated with surveying of the site for the accurate horizontal or vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations only, unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

12. WASTE SAMPLES. Deleted

13. DELAYS; CHANGED CONDITIONS. If Services cannot be performed on or before the projected due date because of circumstances beyond the reasonable control of CSI, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, access limitations, health and safety risks, governmental action, third party action or Client action or omission, or criminal acts by non-CSI persons or entities, or acts of war, terrorism, or the public enemy, the Services shall be amended by Client and CSI in accordance with paragraph 19. In the event Site conditions change materially from those observed at the Site or described to CSI at the time of Proposal, CSI and Client shall execute a written change order evidencing equitable adjustments to the Proposal and Project Cost; Client understands that said changed conditions may delay, postpone or suspend the Services until such time as Services and the Project Cost are amended. In the event a timely and equitable change order cannot be negotiated by the parties, CSI, at its discretion, may terminate its Proposal, Services, and agreement with Client.

14. DISCOVERY OF HAZARDOUS MATERIALS. Client represents that it has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed CSI of Client's findings relative to the possible presence of such materials. Hazardous materials may exist where there is no reason to believe they could or should be present. CSI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Proposal or termination of the Services. CSI and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for CSI to take immediate measures to protect health and safety of its personnel. Client agrees to compensate CSI for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. CSI agrees to notify Client when unanticipated or suspected hazardous materials are encountered. Client shall make any and all disclosures required by law to the appropriate governing agencies. Client also agrees to hold CSI harmless for any and all consequences of disclosures made by CSI that are required by governing law or ethical canon. In the event the Site is not owned by the Client, Client shall be responsible for informing the Site owner of the discovery of unanticipated or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against CSI and, to the maximum extent permitted by Kentucky law, agrees to defend, indemnify, and hold

harmless CSI from any claim, liability, and defense costs for injury or loss arising from CSI's discovery and disclosure or reporting of unanticipated or suspected hazardous materials, including, but not limited to, any project delay costs and any costs associated with possible reduction of the Site's value.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, for separate and valuable consideration of the promises contained in this environmental indemnity language (which is a valuable and fundamental inducement to CSI to provide services to Client), Client agrees to defend, hold harmless, and indemnify CSI from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by CSI's negligence or willful misconduct (such exception being always subject to the "Risk Allocation and Liability Limitation" provision set out elsewhere herein), resulting from:

a) Client's violation of any federal, state, or local statute regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b) Client's undertaking of or arrangements for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at a site;

c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during, or after the completion of CSI's services;

d) allegations that CSI is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to CSI's services; or

e) any third party suit or claim for damages against CSI alleging strict liability, personal injury (including death) or property damage from exposure to or releases of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of CSI's services under this Agreement.

The obligations of this paragraph are in addition to (and not in the place of) any other Client indemnity obligations herein. Nothing herein shall operate to increase the limitation of liability set out elsewhere herein.

15. MONITORING WELLS. Client will take custody of all monitoring wells and probes installed as part of the services provided by CSI and will take any and all necessary steps for the proper maintenance, repair or closure of such well or probes at Client's expense.

16. TERMINATION. Client or CSI may terminate a Proposal, the Services or this Agreement upon seven (7) days written notice should the other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party or if the Client suspends the Services for more than three (3) months. Further, CSI may terminate Services as described in the Proposal Acceptance Sheet hereunder. Client shall compensate CSI for Services performed up to the date of receipt of termination plus any and all reasonable costs incurred in terminating the Services in accordance with CSI's current fee schedule, including, but not limited to, the cost of completing

analyses, records, and reports necessary to document project status at the time of termination.

17. ASSIGNMENTS. Neither these Terms & Conditions nor any interest, claim or obligation hereunder shall be assigned or transferred by Client to any party or parties without the prior consent of CSI. Nothing herein shall prevent CSI from using CSI's subcontractors to assist in performing the Services.

18. NON-WAIVER; INVALIDITY. In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions may be executed via facsimile or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

19. APPLICABLE LAW; VENUE; SURVIVAL. The services, proposal and these terms & Conditions shall be governed by and construed according to the laws of the state corresponding to the location of the soliciting CSI office (as identified on the Proposal Acceptance Sheet). Venue for any legal action hereunder shall be in the same said location. Paragraphs 3, 7 and 8 will survive termination of this Agreement for any cause.

20. PRECEDENCE; AMENDMENTS. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and amongst Client and CSI with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both CSI and Client.

21. CONTINUING AGREEMENT. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If CSI provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations of liability established under the Agreement apply to such Services as if the parties had executed an amendment.

22. CONFLICTS OF INTEREST. CSI will advise the Client of any existing or potential conflicts of interest which are discovered during the performance of services under this Agreement. All parties agree that CSI may discontinue its services in accordance with the "Termination" provisions set out elsewhere in this Agreement in the event a material conflict of interest is discovered or becomes evident.

PAYMENT TERMS: CSI will be compensated for performing the Services in accordance with the Proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of CSI's invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent (1.5%) (but not to exceed the maximum applicable legal rate) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. The Client shall notify CSI within 10 days of receipt of CSI's invoice should the invoice contain charges the Client intends to dispute. Client agrees to pay any and all collection costs on overdue invoices, including reasonable attorneys' fees. Client further agrees that CSI has the right to suspend or terminate the Services in CSI's sole discretion if undisputed charges are not paid within 45 days of receipt of CSI's invoice and agrees to waive any and all claims against CSI and to indemnify, defend and hold CSI harmless from and against any claims arising from CSI's suspension or termination due to Client's failure to provide timely payment. Client agrees that all documents of any nature furnished to Client or Client's agents or designees in connection with the Services, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever.

Accepted this _____ day of _____, 20_____.

Print or Type Client Name:

Signature of Authorized Representative:

Print or Type Name of Authorized Representative and Title:

- 5. CONSIDER/APPROVE JAMES D. ADAMS MIDDLE SCHOOL DANCE TEAMS REQUEST TO ATTEND AND TO TAKE A FLOYD COUNTY BOARD OF EDUCATION BUS TO THE US FINALS FINAL DESTINATION FOR CHEER AND DANCE IN INDIANAPOLIS, IN ON FRIDAY, APRIL 10, 2015.**



FLOYD COUNTY BOARD OF EDUCATION
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Prestonsburg, Kentucky 41653
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Jeff Stumbo, Chair - District 3
Linda Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson - District 5

Floyd County Board Of Education
Issue Paper

Date:

April 6, 2015

Consent Agenda Item (Action Item):

James D. Adams Middle School dance team requests permission to attend and to take a Floyd County Board of Education school bus to the US Finals, Final Destination for Cheer and Dance in Indianapolis, IN on Friday, April 10, 2015.

Applicable Statute or Regulation:

Out-of-state trips must have Board of Education approval.

Fiscal/Budgetary Impact:

Applicable costs will be paid through funds raised by the J. D. Adams Middle School dance team and community donations.

History/Background:

James D. Adams Middle School Dance Team has traditionally performed exceptionally well in regional, state, and national competitions. The team has won a national title for the past three years and would appreciate the opportunity to represent AMS, the school system, and the community this year.

Recommended Action:

Approve the request

Contact Person(s):

Missy Smith, Coach
Tommy Poe, Principal

Principal

Director

Superintendent

Date: April 6, 2015

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

6. ADJOURNMENT.