

SHERRI BAKER
9037 E 40 Rd., Bon Aqua, TN 37025

PIPPA TAYLOR
6585 Oak Hill Rd., Lyles, TN 37098

TIM HOBBS
9220 Old Bon Aqua Rd., Bon Aqua, TN 37025

TABITHA CUDE
4141 Lewis Rd., Centerville, TN 37033



John Mullins
Director of Schools
115 MURPHREE AVENUE
CENTERVILLE, TN 37033

DOUG LANE
2059 Lake Dr., Centerville, TN 37033

CHRISTY MAYS
450 Hwy 50, Centerville, TN 37033

JANE HERRON
PO Box 13, Nunnely, TN 37137

SPECIAL CALLED BOARD MEETING
Wednesday, November 19, 2025 6:30 PM
Central Office - Room 203

- I. Call To Order - This will be a voting session
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Agenda for November 19, 2025
- V. Items Requiring Board Action
 - A. Approval of Bids
 - 1. Re-Roof Gym at EHHS
 - 2. Sewer Line Replacement at HCMS
 - B. Consider Letters of Interest for the Interim Director's Position
 - C. Approve Qualifications for the Next Director of Schools
 - D. Determine the Process for Conducting the Search for Next Director of Schools
 - E. Determine the Timeline for Search for the Next Director of Schools
- VI. Adjourn

DOUG LANE
2059 Lake Drive, Centerville, TN 37033

PIPPA TAYLOR
6585 Oak Hill Rd., Lyles, TN 37098

TIM HOBBS
9220 Old Bon Aqua Rd., Bon Aqua, TN 37025

TABITHA CUDE
4141 Lewis Rd., Centerville, TN 37033



John Mullins
Superintendent of Schools
115 MURPHREE AVENUE
CENTERVILLE, TN 37033

CHRISTY MAYS
450 Hwy. 50, Centerville, TN 37033

SHERRI BAKER
9037 E 40 Rd., Bon Aqua, TN 37025

JANE HERRON
PO Box 13, Nunnally, TN 37137

The Hickman County Board of Education will meet in Special Called Session on Wednesday, November 19, 2025 at 6:30 p.m. in RM 203 of the Central Office Complex.

- I. **Call To Order**
This will be a voting session
- II. **Moment of Silence**
- III. **Pledge of Allegiance**
- IV. **Agenda for November 19, 2025**
- V. **Items Requiring Board Action**
 - A. **Approval of Bids**
 1. **Re-Roof Gym at EHHS—Derek Newsom**
 2. **Sewer Line Replacement at HCMS—Derek Newsom**
 - B. **Consider Letters of Interest for the Interim Director's Position—Board Chair**
 - C. **Approve Qualifications for the Next Director of Schools—Board Chair**
 - D. **Determine the Process for Conducting the Search for Next Director of Schools—Board Chair**
 - E. **Determine the Timeline for Search for the Next Director of Schools—Board Chair**
- VI. **Adjourn**

KAATZ, BINKLEY, JONES, & MORRIS ARCHITECTS, INC.
ARCHITECTS – ENGINEERS – EDUCATIONAL PLANNERS

William T. Morris, AIA Larry D. Marvel, AIA Gary C. Kromer, RA Jason Morris, AIA

ARCHITECTURE

William T. Morris, AIA, *Chairman*
Steve G. Morris
Larry D. Marvel, AIA, CSI/CDT
Gary C. Kromer, RA, CEFPI
Jason Morris, AIA
Nathan Dutch

ADMINISTRATION

Penny Phillips

ENGINEERING

Sandy Olandt, PE

INTERIORS

Kathy Richards, NCIDQ, CSI/CDT
Jenni Cozart, NCIDQ

EDUCATIONAL PLANNERS

Debbie Morris
Dr. Donna L. Wright

November 17, 2025

Dereck Newsom
Hickman County School District
1645 Bulldog Blvd.
Centerville, TN 37033

RE: Hickman County Gym Re-Roof
 KBJM Project Numbers 2960-25

Dear Mr. Newsom:

The Hickman County Gym Re-Roof project for Hickman County School District was publicly advertised to have bids turned in and publicly read aloud at the Hickman County School Board Office on Thursday, November 13, 2025, 2:00 PM. On that day, two (2) bids were received and read aloud. In alphabetical order, the bids were as follows:

Genesis Roofing	\$648,750.00
Porter Roofing	\$326,608.00

The bid tab is attached at the end of this document.

Porter Roofing was the low bidder on the project. KBJM Architects has reviewed the bids and spoken to representatives from Porter Roofing. After review and discussion, the bid from Porter Roofing, appears to be in order and properly executed to meet the criteria for the award of the contract for this project.

We recommend accepting the low bidder, Porter Roofing, with the following provisions: the required bonds are supplied by the contractor; the project is approved and funded by the Hickman County School District.

Thank you,



Jason Morris, AIA
Katz, Binkley, Jones & Morris Architects



**Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)**

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Genesis Roofing Company, Inc.
394 W. Main St, Suite A-5
Hendersonville, TN 37075

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
7145 Happy Hollow Road, Suite 110
Trussville, AL 35173

OWNER:
(Name, legal status and address)
Hickman County Board of Education
114 North Central Avenue, Suite 203
Centerville, TN 37033

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

PROJECT:
(Name, location or address, and Project number, if any)
Re-Roof of the Gymnasium at East Hickman High School

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

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

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

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

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

Signed and sealed this 13th day of November 2025



(Witness)



(Witness) Edward E. Holland

Genesis Roofing Company, Inc.

(Principal)  *(Seal)*

Old Republic Surety Company

(Surety)
Julie G. Holland

(Title) Julie G. Holland, Attorney-In-Fact *(Seal)*





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **JULIE G. HOLLAND, KEVIN T. POMEROY, DONALD S. DENBO, SAMANTHA GREIFZU of BRENTWOOD, TN**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of August, 2024

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of August, 2024, personally came before me, Alan Pavlic and Karen J Haffner to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-1046



Signed and sealed at the City of Brookfield, WI this 13th day of November, 2025

Karen J. Haffner
Assistant Secretary

CRSC 22262 (3-06)

COMMERCIAL INS ASSOCIATES LLC

BID FORM

Address Bids To:

Hickman County Finance Office
114 North Central Avenue, Suite 203
Centerville, TN 37033

Time for Receiving Bids

Until 2:00 P.M. Local Time,
on November 13, 2025

Dear Sir:

The undersigned, having carefully familiarized himself (or themselves) with the existing conditions at the building and with the drawings and specifications prepared by Kaatz, Binkley Jones and Morris Architects, Inc., 1008 Charlie Daniels Parkway, Mt. Juliet, Tennessee hereby proposes to Re-roof Gymnasium at East Hickman High School located in Hickman County, Tennessee in accordance with Drawings and Specifications for the sum of:

Six hundred forty eight thousand seven hundred fifty Dollars (\$648,750.00).
hereinafter referred to as the Base Bid

UNIT PRICES FOR ALLOWANCES:

Removal and replacement of existing Thirty five Dollars (\$ 35.00) per sq. ft.
deteriorated cement fiber decking

STIPULATIONS

In submitting the bids, the undersigned agrees:

1. Bids will not be withdrawn within the period of 30 calendar days following the opening thereof.
2. If notified of the acceptance of this bid, to execute a contract for the work and deliver to the Owner the performance and payment bond specified, within 10 calendar days after such notification.
3. That the Work included under the contract shall be substantially completed as follows:

East Hickman High School within 120 calendar days from issuance of Notice to Proceed.

Liquidated damages in the amount of \$1,000.00 per calendar day shall be imposed on the contractor for every day past the deadline noted above until the project is substantially complete and accepted by the Owner.

4. That the right is reserved by the Owner to reject any or all bids and to waive any informalities in bids received.
5. That the Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Alternates accepted.

6. No contract is given or implied regarding the project until funding is appropriated and the Owner has offered a written contract to the contractor and both parties have fully executed the contract. No offer has been made to the contractor until the aforementioned items have transpired.
7. All reference to Arbitration within the documents is hereby deleted with regard to this project.
8. The Bidder agrees to furnish for the above sum all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in complete accordance with the shown, noted, described and reasonable intended requirements of the Contract Documents with the definite understanding that no money will be allowed for extra work, except as set forth in the Contract Documents. Additionally, the Bidder agrees, for the above sum, to furnish, without additional compensation, complete, fully functional, and workable systems, as described in the Contract Documents, properly coordinated, as required with other portions of the work. **Contractor generated change orders will not be accepted.**

The Bidder agrees that the Bid Documents have been thoroughly reviewed prior to submitting a bid and that discrepancies, conflicts, errors, and/or omissions within the documents have been brought to the attention of the Owner, Owner's Agents, Designer and/or Designer's Consultants and have been resolved prior to submission of bids. In the event that discrepancies, conflicts, errors, and/or omissions within the documents have not been resolved, the bidder acknowledges that cost allowances have been included in the bid for these items. Contractor generated change orders or requests for additional compensation will not be accepted by the Owner, Owner's Agents, Owner's Client, Designer, and/or Designer's Consultants with regard to these items.

9. Attachments to be included with the Bid Form are the Bid Bond covering the project, the Iran Divestment Act Certification Form, the Boycott of Israel Certification Form, and the Hickman County Government Conflict of Interest Disclosure Form
10. Not used
11. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated § 50-9-113 (Drug-Free Workplace) enacted by the General Assembly in the year 2000. The Bidder further agrees to submit a formal certification thereof prior to commencing work.
12. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Public Chapter No.587 / Senate Bill No. 2048 (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
13. By submission of this bid and signature thereof, the Bidder acknowledges, should they be awarded a contract, the project will be constructed in compliance with applicable provisions of Federal, State, and Local law.
14. The Bidder agrees to provide the following information within 48 hours after the bid:
 - a. Schedule of Values (Refer to Project Manual, Section 01 25 00 – Submittals, Paragraph 1.02 – Submittals for information required). Note, Division 1 sections of the project manual shall be included with the line item for "General Conditions"
15. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated §§ 12-12-101 –12-12-113 (Iran Divestment Act) enacted by the General Assembly in the year 2016. The Bidder shall include the certification within the bid envelope.
16. By submission of this bid and signature thereof, the Bidder acknowledges that complete sets of Bidding Documents including issued Addenda have been utilized in compiling the Bid.

17. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated §§ 12-4-119 (Boycott of Israel Act) enacted by the General Assembly in the year 2022. The Bidder shall include the certification within the bid envelope.
18. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Hickman County Government Conflict of Interest form The Bidder shall include the form within the bid envelope.

RECEIPT OF DRAWINGS:

Receipt is acknowledged of the Drawings and Project Manual identified by Commission No. 2960-25 dated October 28, 2025; and addenda and supplementary drawings listed under "Addenda Receipt" attached.

FIRM NAME Genesis Roofing Company Inc.

STATE OF INCORPORATION Tennessee

BY 

TITLE Scott Herron/ V. President

Date 12 Nov. 2025

OFFICIAL ADDRESS AND TELEPHONE:

394 West Main St. A-5

Hendersonville, TN 37075

Telephone: 866-822-0011/ 931-607-1661

Note: If by a corporation, this bid must have the signature required by its bylaws.



ADDENDA RECEIPT: (List addenda and supplementary drawings and the date received).

Title Addendum #1

Date Received 12 Nov. 2025

BID SECURITY:

Security in the sum of Thirty two thousand four hundred thirty eight Dollars (\$ 32,438.00), is submitted herewith.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF Warren

The undersigned, principal officer of Genesis Roofing Company Inc., an employer of five (5) or more employees contracting with Hickman County government to provide construction services, hereby states under oath as follows:

1. The under signed is a principal officer of Genesis Roofing Company Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

[Signature]

Principal Officer

STATE OF Tennessee

COUNTY OF Warren

Before me personally appeared Scott Herron, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 12th day of November, 2025.

[Signature]
Notary Public

My commission expires: 21 Nov. 2028



IRAN DIVESTMENT ACT CERTIFICATION


I understand that under the Iran Divestment Act, T. C. A. 12-12-101—12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T. C. A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void ab initio under T. C. A. 12-12-110. The list is published on the Tennessee Department of General Services' website at:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T. C. A. 12-12-106

Bidder Name: Genesis Roofing Company Inc.

Bidder Signature:  _____

Date of Certification: 12 Nov. 2025

BOYCOTT OF ISRAEL ACT CERTIFICATION

I understand that under the Boycott of Israel Act, T. C. A. 12-4-119, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over, \$250,000 or to contractors with ten (10) or more employees, with a Company who engages in a "Boycott of Israel". Any contract entered into on or after July 1, 2022, that fails to comply with this section is void.

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel pursuant to T. C. A. 12-4-119

Bidder Name: Genesis Roofing Company Inc.

Bidder Signature:  _____

Date of Certification: 12 Nov. 2025

Hickman County Government Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

- (a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.
- (b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: 12 Nov. 2025 Name: Scott Herron/ V. President


Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

N/A

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: 12 Nov. 2025 Signature: 

BID FORM

Address Bids To:

Hickman County Finance Office
114 North Central Avenue, Suite 203
Centerville, TN 37033

Time for Receiving Bids

Until 2:00 P.M. Local Time,
on November 13, 2025

Dear Sir:

The undersigned, having carefully familiarized himself (or themselves) with the existing conditions at the building and with the drawings and specifications prepared by Kaatz, Binkley Jones and Morris Architects, Inc., 1008 Charlie Daniels Parkway, Mt. Juliet, Tennessee hereby proposes to Re-roof Gymnasium at East Hickman High School located in Hickman County, Tennessee in accordance with Drawings and Specifications for the sum of:

Three Hundred Twenty-Six Thousand, Six Hundred and Eight _____ Dollars (\$ 326,608.00).
hereinafter referred to as the Base Bid

UNIT PRICES FOR ALLOWANCES:

Removal and replacement of existing _____ Twenty _____ Dollars (\$ 20.00) per sq. ft.
deteriorated cement fiber decking

STIPULATIONS

In submitting the bids, the undersigned agrees:

1. Bids will not be withdrawn within the period of 30 calendar days following the opening thereof.
2. If notified of the acceptance of this bid, to execute a contract for the work and deliver to the Owner the performance and payment bond specified, within 10 calendar days after such notification.
3. That the Work included under the contract shall be substantially completed as follows:
East Hickman High School within 120 calendar days from issuance of Notice to Proceed.

Liquidated damages in the amount of \$1,000.00 per calendar day shall be imposed on the contractor for every day past the deadline noted above until the project is substantially complete and accepted by the Owner.
4. That the right is reserved by the Owner to reject any or all bids and to waive any informalities in bids received.
5. That the Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Alternates accepted.

6. No contract is given or implied regarding the project until funding is appropriated and the Owner has offered a written contract to the contractor and both parties have fully executed the contract. No offer has been made to the contractor until the aforementioned items have transpired.
7. All reference to Arbitration within the documents is hereby deleted with regard to this project.
8. The Bidder agrees to furnish for the above sum all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in complete accordance with the shown, noted, described and reasonable intended requirements of the Contract Documents with the definite understanding that no money will be allowed for extra work, except as set forth in the Contract Documents. Additionally, the Bidder agrees, for the above sum, to furnish, without additional compensation, complete, fully functional, and workable systems, as described in the Contract Documents, properly coordinated, as required with other portions of the work. **Contractor generated change orders will not be accepted.**

The Bidder agrees that the Bid Documents have been thoroughly reviewed prior to submitting a bid and that discrepancies, conflicts, errors, and/or omissions within the documents have been brought to the attention of the Owner, Owner's Agents, Designer and/or Designer's Consultants and have been resolved prior to submission of bids. In the event that discrepancies, conflicts, errors, and/or omissions within the documents have not been resolved, the bidder acknowledges that cost allowances have been included in the bid for these items. Contractor generated change orders or requests for additional compensation will not be accepted by the Owner, Owner's Agents, Owner's Client, Designer, and/or Designer's Consultants with regard to these items.

9. Attachments to be included with the Bid Form are the Bid Bond covering the project, the Iran Divestment Act Certification Form, the Boycott of Israel Certification Form, and the Hickman County Government Conflict of Interest Disclosure Form
10. Not used
11. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated § 50-9-113 (Drug-Free Workplace) enacted by the General Assembly in the year 2000. The Bidder further agrees to submit a formal certification thereof prior to commencing work.
12. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Public Chapter No.587 / Senate Bill No. 2048 (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
13. By submission of this bid and signature thereof, the Bidder acknowledges, should they be awarded a contract, the project will be constructed in compliance with applicable provisions of Federal, State, and Local law.
14. The Bidder agrees to provide the following information within 48 hours after the bid:
 - a. Schedule of Values (Refer to Project Manual, Section 01 25 00 – Submittals, Paragraph 1.02 – Submittals for information required). Note, Division 1 sections of the project manual shall be included with the line item for "General Conditions"
15. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated §§ 12-12-101 –12-12-113 (Iran Divestment Act) enacted by the General Assembly in the year 2016. The Bidder shall include the certification within the bid envelope.
16. By submission of this bid and signature thereof, the Bidder acknowledges that complete sets of Bidding Documents including issued Addenda have been utilized in compiling the Bid.

17. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated §§ 12-4-119 (Boycott of Israel Act) enacted by the General Assembly in the year 2022. The Bidder shall include the certification within the bid envelope.
18. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Hickman County Government Conflict of Interest form The Bidder shall include the form within the bid envelope.

RECEIPT OF DRAWINGS:

Receipt is acknowledged of the Drawings and Project Manual identified by Commission No. 2960-25 dated October 28, 2025; and addenda and supplementary drawings listed under "Addenda Receipt" attached.

FIRM NAME Porter Roofing Contractor's Inc.

STATE OF INCORPORATION Tennessee

BY  _____

TITLE President

Date 11/12/2025

OFFICIAL ADDRESS AND TELEPHONE:

9057 Manchester Hwy
Morrison TN 37357

Telephone: 931-668-2298

Note: If by a corporation, this bid must have the signature required by its bylaws.

ADDENDA RECEIPT: (List addenda and supplementary drawings and the date received).

<u>Title</u>	<u>Date Received</u>
--------------	----------------------

BID SECURITY:

Security in the sum of Five Percent Dollars
(\$ 5%), is submitted herewith.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF Warren

Porter Roofing Contractor's Inc.

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Warren County government to provide construction services, hereby states under oath as follows:

1. The under signed is a principal officer of Porter Roofing Contractor's Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.



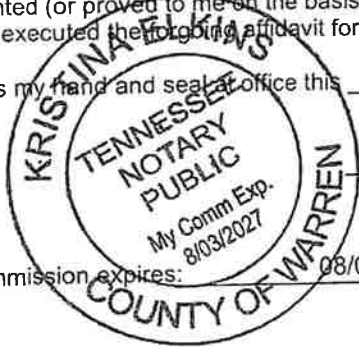
Principal Officer

STATE OF Tennessee

COUNTY OF Warren

Before me personally appeared Eric Cason, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 12th day of November, 2025.





 Notary Public

My commission expires: 08/03/2027

IRAN DIVESTMENT ACT CERTIFICATION

I understand that under the Iran Divestment Act, T. C. A. 12-12-101—12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T. C. A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void ab initio under T. C. A. 12-12-110. The list is published on the Tennessee Department of General Services' website at:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T. C. A. 12-12-106

Bidder Name: Porter Roofing Contractor's Inc.

Bidder Signature:  _____

Date of Certification: 11/12/2025

BOYCOTT OF ISRAEL ACT CERTIFICATION

I understand that under the Boycott of Israel Act, T. C. A. 12-4-119, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over, \$250,000 or to contractors with ten (10) or more employees, with a Company who engages in a "Boycott of Israel". Any contract entered into on or after July 1, 2022, that fails to comply with this section is void.

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel pursuant to T. C. A. 12-4-119

Bidder Name: Porter Roofing Contractor's Inc.

Bidder Signature: 

Date of Certification: 11/12/2025

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

- (a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.
- (b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: 11/12/2025 Name: Eric Cason

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: 11/12/2025 Signature: 

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Porter Roofing Contractors Inc.
9057 Manchester Highway
Morrison, TN 37357

OWNER:

(Name, legal status and address)

Hickman County Board of Education
114 North Central Avenue, Suite 203
Centerville, TN 37033

BOND AMOUNT: \$ Five Percent of Bid Amount

PROJECT:

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

Re-Roof Gymnasium at East Hickman High School
7700 TN-7
Lyles, TN 37098

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

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

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

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202


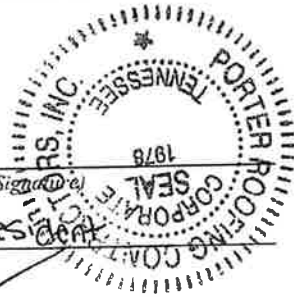
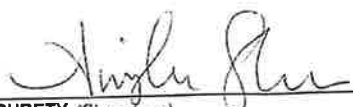
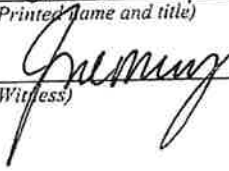
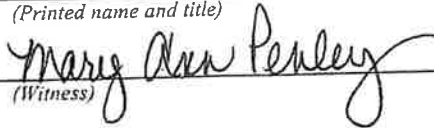
ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

Signed and sealed this Thirteenth day of November, Two Thousand Twenty-Five

 _____ CONTRACTOR AS PRINCIPAL (Signature)		 _____ SURETY (Signature)
Eric Cason, President (Printed name and title)		BY: Angelica Shaw, Attorney In Fact (Printed name and title)
 _____ (Witness)		 _____ (Witness)

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 22300

POWER OF ATTORNEY

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

	Name	Address	Limit of Power
ALLEN F. CARTER	WILLIAM CULLEN TREW	ALL OF	ALL
MARIE D. McDONALD	SARAH WHATLEY	ATHENS, TENNESSEE	\$100,000,000
KIMBERLY STEWART	ANGELICA SHAW		
MELISSA BRYSON			

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of JANUARY, 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 3RD day of JANUARY, 2024

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



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

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 13th day of November, 2025



Stephen C. Beraha

Assistant Secretary

KBJM Project # 2960-25
KBJM Architects

November 13, 2025
2:00 PM

Hickman County
East Hickman County HS Gym Re-Roof
Bid Meeting Sign-In Sheet

Please print clearly

Name	Company	GC / Sub	Phone	E-mail
Stacy Sanders	Genesis Roofing		931-607-1661	stacy@genesicroofing.net
Paul Taylor	Paul Taylor Roofing		423-280-1641	PaulTaylor@paul-taylor-roofing.com
Tim Veigel	Don Kennedy Roofing		615-801-4482	Tim.Veigel@DonKennedyRoofing.com
Derek Newsom	HC BOE		931-729-3391	derek.newsom@hickman12.org
Cardi Clark	HC Finance		931-729-6156	cardi.clark@hickmanco.com
Lonnie Self	KBJM		615-934-0950	lsc@KBJMARCHITECTS.COM

**“SEALED BID ENCLOSED”
“EHHS GYM ROOF”**

Received by Finance Office
CC 11-13-25 12:50pm

Porter Roofing Contractors, Inc.
9057 Manchester Highway
Morrison, TN 37357

931-668-2298 (phone)
931-668-2296 (fax)

Federal ID: 62-1037198
License:19968

East Hickman High School Gym Roof

Hickman County Finance Office
114 North Central Avenue
Suite 203
Central, TN 37033

Expiration :11/30/2026
Classification:
BC-20; BC-21;BC-30
Limit: Unlimited

Bid Date: Thursday, November 13th, 2025
Bid Time: 2:00PM



Genesis Roofing

Commercial Roofing Specialists

Received by Finar
CC 11-13-25

Genesis Roofing Company, Inc.
394 W. Main St. A-5
Hendersonville, TN 37075
License No. 47641
Expiration: 31 July 2027
Classifications: BC-21
Phone: 931-607-1661
Email: Stacy@genesisroofing.net

To: Hickman County Board of Education
Project: EHHS Gym Roof
Bid Date/ Time: 13 Nov. 2025- 2:00 pm
Opening Location: 114 North Central Avenue, Suite 203 Centerville, TN 37033
Attn: Hickman County Finance Dept./ Derek Newsom

East Hickman County HS Gym Re-Roof					11/13/2025
Hickman County					2:00 PM
KBJM Project No. 2960-25					
Contractor (listed in Alphabetical Order)	Bid Bond	Addenda Receipt	Base Bid	Unit Pricing, Bd. Ft. Wood Nailers	Unit Pricing, Sq. Ft. Cement Fiberdecking
Don Kennedy Roofing		<input type="checkbox"/>			
Porter Roofing	X	<input type="checkbox"/>	\$326,608.00		\$20.00
Genesis Roofing	X	<input checked="" type="checkbox"/>	\$648,750.00		\$35.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			

Bids Opened By Lonnie Self, KBJM

Witnessed By Candi Clark

East Hickman County HS Gym Re-Roof				11/13/2025	
Hickman County				2:00 PM	
KBJM Project No. 2960-25					
Contractor (listed in Alphabetical Order)	Bid Bond	Addenda Receipt	Base Bid	Unit Pricing, Bd. Ft. Wood Nailers	Unit Pricing, Sq. Ft. Cement Fiberdecking
Don Kennedy Roofing		<input type="checkbox"/>			
Porter Roofing	✓	<input type="checkbox"/>	\$ 326,608 ⁰⁰		\$ 20 ⁰⁰
Genesis Roofing	✓	<input checked="" type="checkbox"/>	\$ 648,750 ⁰⁰		\$ 35 ¹⁸
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			

Bids Opened By LONNIE SELF KBJM
 Witnessed By Cand. Clark

Invitation to Bid

The Hickman County Finance Office is accepting sealed bids for sewer line replacement at Hickman County Middle School.

Bid documents with specifications are online at www.hickmank12.org/request-for-proposal.

There will be a mandatory pre-bid meeting for potential bidders at 10 AM, November 12, 2025 at Hickman County Middle School.

Sealed bids should be mailed or delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the envelope "HCMS Sewer Line" by November 18, 2025, 10:00 AM. Bids will be opened on November 18, 2025, shortly after the time listed above at HC Board of Education offices located at 115 Murphree Ave., Centerville, TN 37033.

Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids and to waive any informalities that would prevent the acceptance of a better bid.

No bids rec'd

Present:

Penny Poehlein

Beldar Joe

Matrix Mechanical Solutions LLC

9743 Old Hillsboro Rd
 Bon Aqua, TN 37025 US
 admin@matrixmechanicalsolutions.com



Estimate

Estimate

ADDRESS
 Hickman County Schools
 115 Murfrees AVE
 Centerville, TN 37033

SHIP TO
 Hickman County Schools
 115 Murfrees AVE
 Centerville, TN 37033

ESTIMATE 4537
 DATE 11/19/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/19/2025	This quote is to dig up and replace 50ft of compromised sewer line. Scope of work is as follows..... * Install ram board and plastic in all work areas * Hang plastic from ceiling to create safe work space from students and teachers * Saw cut 50ft x 3ft ditch where sewer pipe is running * jackhammer and dig up and expose existing sewer line (to be performed after hours) * Remove compromised sewer line from ditch * pour gravel in ditch and pack it down * Install new schedule 40 pvc pipe and fittings * Check for leaks and proper operation * Backfill remaining ditch with gravel * Pour concrete * Install new flooring tiles * Clean up work area and dispose of all spoils and old materials			
11/19/2025	pvc pipe, fittings, equipment, concrete, gravel, dumpster	1	12,427.00	12,427.00
11/19/2025	Technician Labor Overtime	70	165.00	11,550.00T
11/19/2025	Technician Labor	170	110.00	18,700.00T

Concrete sawing and jackhammer work is to be done after hours.
 Digging up and replacing pipe is to be done during regular business hours 7:00-3:30pm. Anything outside scope of work is subject to change order.

SUBTOTAL	42,677.00
TAX	2,949.38
TOTAL	\$45,626.38

Accepted By

Accepted Date

License for TN: CMC 76081
 Limit: \$3,000,000.00
 Expiration: 4/30/2027
 Metro License: VC1185: JC805
 Page 1 of 1



Hickman County Board of Education

Hickman Middle Plumbing Repair

Proposed Project Agreement

Proposal Number:

P11498

Proposal Date:

11/17/2025

Prepared For:

Hickman County Board of Education
115 Murphree Ave
Centerville, TN 37033-1443

Prepared By:

Rocky Cole

Herbert.cole@iveymechanical.com

Quality People. Building Solutions.™

PROJECT PROPOSAL

Company
Ivey Mechanical

Proposal Date: 11/17/2025
Proposal Number: P11498

Ph:

Bill To Identity
Hickman County Board of Education
115 Murphree Ave
Centerville, TN 37033-1443

Agreement Location
Hickman County Middle School
1639 Bulldog Boulevard
Centerville, TN 37033

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

OUR PRICE FOR THIS PROPOSAL IS\$60,982.00 **including applicable sales tax.**

OUR PROPOSAL INCLUDES:

- 1 - Remove Toilets And Flooring In Areas Where Saw Cut Is Needed
- 1 - Prep Walls And Flooring To Protect Surfaces
- 1 - Saw Cut From Janitors Closet Through Hall Way And Class Room
- 1 - Remove All Concrete And Dig Down To Broken Pipe
- 1 - Replace Piping From Inside Janitors Closet To Outside Of Building
- 1 - Backfill Ditches With New Gravel
- 1 - Pour Concrete Back
- 1 - Replace Flooring That Is Needed And Install Toilets Back
- 1 - Test Main Sewer Line For Proper Fall And Leaks

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"),

shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Rocky Cole

Name (Print/ Type)

Phone
11/17/2025 P11498

Date Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.
12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.
15. If paying with credit card a 3% surcharge will be added to total project price