

Under the continued provisions of the State Executive Order to protect the safety and welfare of the public, the Finance Committee Meeting and the Washington County Board of Education regular meeting will be closed to the public. In order to maintain transparency, the meeting will be livestreamed and an audio recording will be provided as requested. On the day of the meetings, the livestream link can be found on the website, www.wcde.org.

Finance Committee Meeting - 3 September 2020 - 3:30 p.m.

**WASHINGTON COUNTY
BOARD OF EDUCATION**

September 3, 2020

5:30 PM

Central Office

- I. **CALL TO ORDER**
- II. **REORGANIZATION OF THE BOARD**
- III. **CONSIDERATION OF CONSENT AGENDA**
 - A. **Approval of Minutes - Regular Meeting - August 4, 2020**
 - B. **Payment of Bills**
 - C. **Personnel**
- IV. **CONSIDERATION OF MEETING AGENDA**
- V. **DIRECTOR'S REPORT**
 - A. **School Year Progress Report**
 - B. **School Reopening Plan**
 - C. **Annual Vehicle Authorization Report**
 - D. **Capital Projects Priority List, Gray Elementary Brick Repair**
 - E. **Other**
- VI. **REQUESTS TO ADDRESS THE BOARD**
 - A. **Rachael Bates**
 - B. **Brandon Bates**
 - C. **Josh and Tamara Foster**
- VII. **JONESBOROUGH INTERLOCAL AGREEMENT**
- VIII. **COMMITTEE REPORTS**
 - A. **Finance Committee Report**
- IX. **Resolution Regarding State Testing**
- X. **STAFF REPORTS**
- XI. **NEW BUSINESS**
 - A. **Dishwasher Bid**
 - B. **Consideration of Policies**

1. **5.400 Personnel Health Examinations/Communicable Disease (First Reading)**
2. **6.3041 Title IX & Sexual Harassment (First Reading)**

C. **WCEA**

XII. **ROUND TABLE DISCUSSION**

XIII. **ADJOURNMENT**

The Washington County Department of Education met in regular session on August 4, 2020 at 5:30 PM in the Central Office. Attendance is as follows: **Present:** Annette Buchanan, Jason Day, Mary Beth Dellinger, Keith Ervin, Chad Fleenor, Todd Ganger, David Hammond, Phillip McLain, Mitch Meredith..

Chairman Ervin called the meeting to order. Following a moment of silence, Mr. McLain led the pledge to the flag. Mr. Ervin read the following statement, "Under the continued provisions of the State Executive Order to protect the safety and welfare of the public, the Washington County Board of Education meeting today is closed to the public. In order to maintain transparency, the meeting is livestreamed and an audio recording will be provided as requested." Mr. Ervin called attendance.

Mary Beth Dellinger moved for approval of the consent agenda. Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain moved for approval of the meeting agenda. Annette Buchanan seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Dr. Flanary gave an update on the virtual school opening for school year 2020-2021. Dr. Flanary said the school system's continuous learning plan was approved yesterday by the State. Ashley Keys, Cindy Hayes, and Mindy Myers gave an overview of what is happening with virtual learning, including for teachers (training/cohorting) and for students. Dr. Keys, Dr. Myers, and Cindy Hayes explained the timeline up to this point. Dr. Keys said planning had started in January prior to COVID to make the high schools one to one with devices for students. Carol White gave an overview of what training she has been providing for teachers since the pandemic began such as Google meet and Google classroom.

Dr. Keys shared instructional technology(chromebooks) have been distributed to students and software has been purchased for teachers (NearPod and Aristotle).

Ms. Hayes and Dr. Keys showed the status of the system connecting with students: confirmed contact with families 89%, unable to reach families 8-12% and students who attended virtual orientation was 80%.

Examples were shown of what teachers are putting on Canvas(9-12) and Google Classroom (K-8)for student assignments and connecting with students.

Mr. Fleenor shared concerned regarding high school seniors unable to receive industry certifications.

Ms. Fink said plans have been developed to allow those students, following safety protocol (max of 5 students) if COVID numbers decrease to come to school and work in their CTE field. She continued most of the certification tests will be administered during the spring semester.

Dr. Flanary said no revenue is generating with the bus advertisements through District Solutions under the current situation. He said it would be his recommendation to transfer the advertisements to the school system's website until buses resume.

Phillip McLain moved to transfer bus advertisements to the website until school buses resume routes. Mary Beth Dellinger seconded the motion which carried on roll call vote:

Keith Ervin: no, Chad Fleenor: no, Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Mary Beth Dellinger moved for approval of the annual agenda with adding review of the Board's strategic plan in October and move administrative reports to September. Chad Fleenor seconded the motion which carried on roll call vote:

Todd Ganger: no, Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Dr. Flanary presented the annual vehicle authorization report for the Board's consideration.

Board members questioned other county vehicles driven home were not included on the list.

Ms. Buchanan moved to table the annual vehicle authorization report. Mr. McLain seconded the motion.

Dr. Flanary said he would follow up to ensure any missing vehicles were added.

Ms. Buchanan and Mr. McLain withdrew their motion and second.

The Board continued with a roll call vote on acceptance of the report.

Chad Fleenor move for acceptance of annual vehicle authorization report. Jason Day seconded the motion which failed on roll call vote:

Annette Buchanan: no, Mary Beth Dellinger: no, Keith Ervin: no, Chad Fleenor: no, Phillip McLain: no, Jason Day: yes, Todd Ganger: yes, David Hammond: yes, Mitch Meredith: yes

Dr. Flanary presented the 2020-2021 meal prices. He noted there were no increase in the prices. Chad Fleenor move for approval of 2020 meal prices. Phillip McLain seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Dr. Flanary said all four companies have submitted revised proposals for the energy savings contracts as requested. He continued he had talked to facilities chairman Mr. Day earlier and determined the proposals will be reviewed by the facilities committee.

Dr. Flanary made the Board aware a name class action lawsuit had been filed against the school system.

Dr. Flanary noted it was Mr. McLain's last meeting. Dr. Flanary thanked Mr. McLain for his leadership and service for the children of Washington County.

Following a brief recess, Chairman Ervin called the meeting back to order.

Todd Ganger move for approval of the Athletics Committee report. Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Todd Ganger recommendation for middle school and high school fall sports to move forward with competition to allow cte classes(those pursuing industry certification) to continue with safety protocol in place. Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: no, Mary Beth Dellinger: no, Phillip McLain: no, Jason Day: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Mitch Meredith: yes

There were no recommendations from the Committee.

Jason Day moved for approval of the Facilities Committee report. Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain presented the Finance Committee report and moved for approval of the report.

Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain moved for approval of the General Fund for the month of June 2020. Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain moved for approval of the Federal Fund for the month of June 2020. Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain moved to waiver first reading and approve on second reading policy 5..6101 Supplemental Pay Schedule. Chad Fleenor seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain move for approval to purchase six system vehicles. Chad Fleenor seconded the motion which carried on roll call vote:

Keith Ervin: no, Chad Fleenor: no, Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain moved for existing teachers who act as a substitute through the virtual classroom for another existing teacher be paid at the substitute teacher rate of \$70.00 per day. Annette Buchanan seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Phillip McLain moved to waive first reading and adopt policy 6.409 - Reporting Child Abuse on second reading. Annette Buchanan seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Chad Fleenor moved to suspend policy 5.1041 Human Resources Director Job Description, remove the budgeted line item for the position, and transfer the job duties to the person currently positioned in Human Resources. Jason Day seconded the motion which failed on roll call vote:

Annette Buchanan: no, Mary Beth Dellinger: no, Keith Ervin: no, David Hammond: no, Phillip McLain: no, Jason Day: yes, Chad Fleenor: yes, Todd Ganger: yes, Mitch Meredith: yes

Chairman Ervin presented the Board's self evaluation report for review and consideration.

Mr. Ervin suggested to have a called meeting to review the energy savings contracts' proposals and to review board evaluations.

Discussion was held on postponing review of the evaluations until the new Board assumes office.

Chad Fleenor motioned to adjourn the Board meeting. Jason Day seconded the motion which failed on roll call vote:

Annette Buchanan: no, Mary Beth Dellinger: no, Keith Ervin: no, David Hammond: no, Phillip McLain: no, Jason Day: yes, Chad Fleenor: yes, Todd Ganger: yes, Mitch Meredith: yes

Todd Ganger moved for approval of the Board's self evaluation report. Annette Buchanan seconded the motion which carried on roll call vote:

Annette Buchanan: yes, Jason Day: yes, Mary Beth Dellinger: yes, Keith Ervin: yes, Chad Fleenor: yes, Todd Ganger: yes, David Hammond: yes, Phillip McLain: yes, Mitch Meredith: yes

Roundtable:

Day

Thank you Mr. McLain for your service on the board. I wish you happiness and best of luck.

Fleenor

Thank you for a good meeting.

Thank you Mr. McLain for your years of service.

Good luck to Mr. Ganger and Ms. Dellinger in the election.

Thank you Ms. Luya as an assistant principal at Daniel Boone High for your hard work in Washington County. I wish you the best.

I'm praying for the two football boys, who were injured in accidents.

It is amazing with what is going on with virtual learning, we have excellent people in this system.

I can't imagine what all the technology staff is doing , I appreciate you.

I thank Jeana and on up to Dr. Flanary for their hard work, we are very blessed with the workers we have in Washington County.

Ganger

I reiterate what Mr. Fleenor said, I appreciate Dr. Flanary and staff for their hard work.

Appreciate teachers, staff, parents, kids. I know it is not ideal and I hope we are back to normal before long.

Meredith

Since we ended school, I was concerned how we would deliver virtual instruction. I am blown away at all the work that is going on and accomplished. I don't think any system can question Washington County efforts. Thank you.

Hammond

I thank Dr. Flanary and staff, all that has helped start school.

I appreciate Mr. McLain and his service, I wish you well.

Best wishes to the candidates.

Buchanan

I would like to thank Mr. McLain for all the help he gave me when I came on the Board, he showed me different things.

The staff has done an amazing job, have two kids on virtual, they work circles around me, appreciate all work going on for them, we are all learning one step at time.

Dellinger

I have bus drivers contacting me needing clarification on what they are to do.

Dr. Flanary responded possibly bus drivers will be delivering food. He continued work will try to be found for them so that everyone receives a paycheck.

Dellinger

At the beginning of the school year, teachers didn't feel ready, thank you teachers and staff going extra mile, thank you parents and families.

Thank you Mr. McLain for your sixteen years of service.

McLain

Thank you Dr. Flanary and staff for all the work you have done to get ready for the school year. I'd like to reminisce for a moment, I gained appreciation for Mr. Rowland and staff, how they guided me.

Thank you to the County Commission and all they have done for the school system, hats off to you.

I think about technology, proud of what we have done in technology. We're almost one to one. The progress the school system has made, proud to be a part of, fantastic. It's been an honor to serve this county 16 years. Thank you and good night.

Ervin

My last go around as Chairman.

I appreciate being the Chairman for this Board of Education. I apologize for mistakes I made. It has been fun, interesting.

Appreciate Mr. McLain. I've learned a lot from him, the Directors, and in Nashville with TSBA. I consider you a friend Mr. McLain and appreciate everything you have done.

The meeting was adjourned.

Annual Vehicle Authorization Report 2020-2021 School Year

<u>Vehicle Number</u>	<u>Employee Name</u>	<u>Employee Assignment</u>	<u>Need for 24 hour access</u>	<u>One-way mileage home</u>
<u>Truck #24 2020 Silverado 1500</u>	Tony Roberts	Transportation Supervisor	Breakdowns or to drive bus	15 miles one-way
<u>Truck #1 2008 Dodge Ram 1500</u>	Lynn Archer	Support Supervisor for Transportation	Breakdowns or to drive bus	3 miles one-way
<u>Truck #2 2006 Dodge Ram 1500</u>	Adam Tipton	Bus Mechanic	Breakdowns or to drive bus	10 miles one-way
<u>Truck #4 2007 Chevy Silverado</u>	Billy Woodard	Bus Mechanic	Breakdowns or to drive bus	3 miles one-way
<u>Truck #5 1998 Ford F-150</u>	William Meneses	Bus Mechanic	Breakdowns or to drive bus	12 miles one-way
<u>Truck #26 2020 Silverado 1500</u>	Phillip Patrick	Maintenance Supervisor	On call for system-wide emergencies	6 miles one-way
<u>Truck #19 2008 Ford F-150</u>	Eddie Teague	Ground Maintenance	Sporting events (nights/weekends)	5 miles one-way
<u>Van #68 2007 Chevy Van</u>	Vince Swiney	Technology	Alarm/Security Checks System-wide	27 miles one-way
<u>Truck #71 2019 Ford F-250</u>	Joe Lyons	Technology	Alarm/Security Checks System-wide	7 miles one-way
<u>Truck #60 2006 Ford F-150</u>	Jeff Carver	Foodservice	Freezer/Security Checks System-wide	20 Miles one-way
<u>Van #39 2006 Ford F-250 Van</u>	Ronnie Tipton	Foodservice	Freezer/Security Checks System-wide	12.5 Miles one-way
<u>Truck #3 2006 Chevy 1500</u>	Dale Scott	DCHS Security Guard	Grounds work and security	Lives on Campus
<u>Truck #52 2017 Ford F-150</u>	Michelle Stallard	Maintenance	Occasional Use	22 Miles one-way

The Washington County Department of Education Capital Priority List was last updated & approved by the School Board on 9 January 2020.

Notes for September 2020 Board Meeting.

Holdover from 2019-2020

Project location & description	Estimated Cost	Notes
Daniel Boone High School Roof Repair	\$2,200,600	Gym roof repaired in 2020
Gray Elementary Brick Repair	\$1,042,102	Estimate current August 2020
Fall Branch, Sulphur Springs doors, door hardware, door frames	\$280,000	Estimate out of date

Projects current year still pending, 2020-2021

Project location & description	Estimated Cost	Notes
JMS Roof	\$510,000	Can be removed from list
DBHS HVAC & Controls	\$2,425,000	May be part of energy management plan. Estimate is out of date.
South Central, Fall Branch, Lamar, Sulphur Springs HVAC Controls	\$750,000	May be part of energy management plan. Estimate is out of date.
South Central, West View structural floor repairs, door hardware and re-key	\$640,000	Remove floor repairs at WV. Estimate for remaining work - \$300,000
CO HVAC Renovation	\$75,000	Can be removed from list

Projects currently listed for 2021-2022

Project location & description	Estimated Cost	Notes
DBHS, DCHS stadium	\$10-14,000,000	Scope of work needs to be established
Gray gym floor and bleacher replacement	TBD	Insurance paid \$64K for gym floor.
Old BCE roof	\$925,000	

Recommended immediate priority

1. Daniel Boone Roof
2. Gray Elementary gym floor, new bleachers, brick repair
3. Fall Branch, Sulphur Springs doors, door hardware, door frames

Washington County Department of Education
Capital Priority List

Updated and Approved by WCBE 1.9.2020

2019-2020		2020-2021		2021-2022		2022-2023
School Buses REQUEST MADE TO HEW 1.9.20 FUNDING PROVIDED 1.27.20 BY WCC VIA RESOLUTION 20-01-09	\$503,000 \$464,560	School Buses	\$456,000	Daniel Boone & David Crockett stadium improvements	\$10- 14,000,000	
Technology ALLOCATED BY WCC VIA RESOLUTION 19-06-06 ON 6.24.19	\$640,000	Technology	\$640,000	Gray gymnasium floor and bleacher replacement. <i>This item added 11 April 2019</i>	TBD	
Jonesborough Elementary roof FUNDING PROVIDED 1 APRIL 2019 VIA WCC RESOLUTION 19-03-06	\$1,100,000	Jonesborough Middle Roof if Jonesborough building project is delayed	\$510,000	Old Boones Creek Elementary School roof	\$925,000	
		Daniel Boone HVAC & Controls	\$2,425,000			
Gray Elementary brick repair	\$300,000	South Central, Fall Branch, Lamar, Sulphur Springs HVAC controls	\$750,000			
Daniel Boone roof ESTIMATE UPDATED 12.20.19 ALLOCATED BY WCC VIA RESOLUTION 20-02-04 ON 2.24.20 FOR GYM ONLY, NOT TO EXCEED \$400k	\$1,890,000 \$2,600,600	South Central, West View structural floor repairs, door hardware and re- key	\$640,000			
David Crockett boiler, HVAC controls BOILER REPLACED BY WCBE VIA FUND BALANCE 12.18.19	\$2,220,000 \$196,350	Central Office HVAC renovation	\$75,000			
Fall Branch, Sulphur Springs doors, door hardware, door frames	\$280,000					
TOTAL	\$2,320,000	TOTAL	\$5,496,000	TOTAL	TBD	

Notes

1. School Bus Replacements added yearly beginning FY19
2. Technology added yearly beginning FY19
3. Future items listed by priority and subject to change



Gray Elementary School

Exterior Brick Evaluation Report, Repair Recommendations and Repair Budget



Steven K.
HUTTON
& Associates, pc

245 East New Street ▪ Suite 201 ▪ Kingsport, Tennessee 37660
Phone: (423) 378-5592 ▪ Email: steve@huttonarchitect.com

Architecture • Planning • Design

245 East New Street, Suite 201 Kingsport, Tennessee 37660 423-378-5592



August 10, 2020

Phillip Patrick
Maintenance Supervisor
Washington County Schools
405 West College Street
Jonesborough, Tennessee 37659

Re: Gray Elementary School
Exterior Brick Evaluation Report
Repair Recommendation
Repair Budget

Dear Phillip:

The following is our report and recommendations. I have updated our original report to include a proposed Repair Budget

I will be glad to meet with the Facilities Committee or the Board to discuss our findings and recommendations in more detail.

If you have any questions, please feel free to call me.

Sincerely,



Steven K. Hutton

INTRODUCTION

We were asked by Phillip Patrick to investigate the Gray Elementary School brick deterioration and make a recommendation for repairs.

We visited the school several times during the last month. In this report we will discuss our findings and present options for repair and our recommended repair method.

HISTORY

The Gray Elementary School was designed and constructed in 1982-1984. The original brick exterior appears to be unchanged from the original construction.

OBSERVATION

The existing exterior of the building is generally in good condition except for mortar joint failures. There are significant failures of the mortar joints in the brick at approximately every 6th horizontal joint (16" on center).

It is apparent that the original steel horizontal joint reinforcing was installed too close to the exterior face of the brick. The joint reinforcing was installed between 1/8" and 1/4" from the exterior face of the brick. See photographs on page 5. The Brick Industry Association recommends installation of metal joint reinforcing a minimum of 5/8" from the exterior face of the mortar. In our opinion, good design practice would require at least one inch. Refer to diagram on page 6 for a description of the existing condition.

CAUSE OF MASONRY FAILURE

Due to improper installation, the steel wire reinforcing has been exposed to moisture since the building was built. The moisture exposure has caused the steel wire to rust and expand leading to cracks and spalled mortar. The cracks have allowed increased moisture penetration into the mortar joints.

The amount of mortar joint deterioration increases each winter when the water in the mortar joint freezes and expands. The rate of breakdown of the mortar joints and will accelerate with time.

As mortar joint failures increases, more water will then be introduced through the open mortar joints into the brick units themselves. With the freeze expansion of water, the brick units will begin to crack and spall. At this time, it appears that the brick units have not yet begun to fail. However, significant failure of the brick will begin and accelerate over time.

The brick mortar joint failure is evident in most of the exterior walls. Refer to Key Plan on page 4.

REPAIR OBJECTIVES

1. Seal the exterior face of the wall to minimize moisture penetration.
2. Provide Building Code required anchorage of the brick veneer to the back-up masonry.
3. Provide a cost-effective solution.
4. Restore the original appearance of the building.

REPAIR OPTIONS

1. Remove and replace the existing brick. This option would be difficult, very expensive and disruptive. It is not reasonable that this amount of work could be completed during one summer while school is not in session.
2. Anchor the existing brick to the back-up masonry and cover the brick with another building material (i.e. metal panels, stucco, EFIS). This option would be expensive and would likely diminish the appearance of the building. This option would probably increase long term maintenance costs.
3. Repair the existing brick by replacing the failed mortar and anchoring the brick to the back-up masonry. While not inexpensive, this is the least expensive option and the work could likely be complete during one summer while school is not in session.

RECOMMENDED REPAIRS

Repair Option number 3 is the best option to meet the Repair Objectives. Repair Option number 3 would be accomplished as follows:

1. The failed horizontal mortar and the wire reinforcing are to be removed by sawing and grinding the damaged mortar joints to a depth of 1 ½" minimum back to solid mortar.
2. The horizontal joint is to be repointed and tooled with mortar to match the existing mortar.
3. Stainless steel helical wall ties (similar to Simpson Helical Wall Ties) are to be installed 16" on center both horizontally and vertically over the entire face of all walls. See page 7.
4. Fill holes with helical wall ties and installed with mortar to match existing.
5. Repair and repoint any other miscellaneous brick cracks and joints.

COST OF REPAIRS

Cut out rusted metal joint reinforcing, bad mortar joints and repoint.

\$12.00 per Linear Foot x 27,934 Linear Feet = \$335,208.00

Install drilled-in helical wall ties at 1'-4" on center.

\$11.00 per helical tie x 27,934 Linear Feet ÷ 1'-4" = \$230,456.00

Repair Brick Cracks and install control joints.

20 locations x \$2,000.00 EA = \$40,000.00

Clean Brick.

37,246 square feet x \$0.50 per square foot = \$18,623.00

Scaffolding, miscellaneous tools and clean up. \$40,000.00

Subtotal = \$664,287.00

Contractor bonds, insurance, project management, overhead 20% = \$132,858.00

Contractor Profit 5% = \$33,215.00

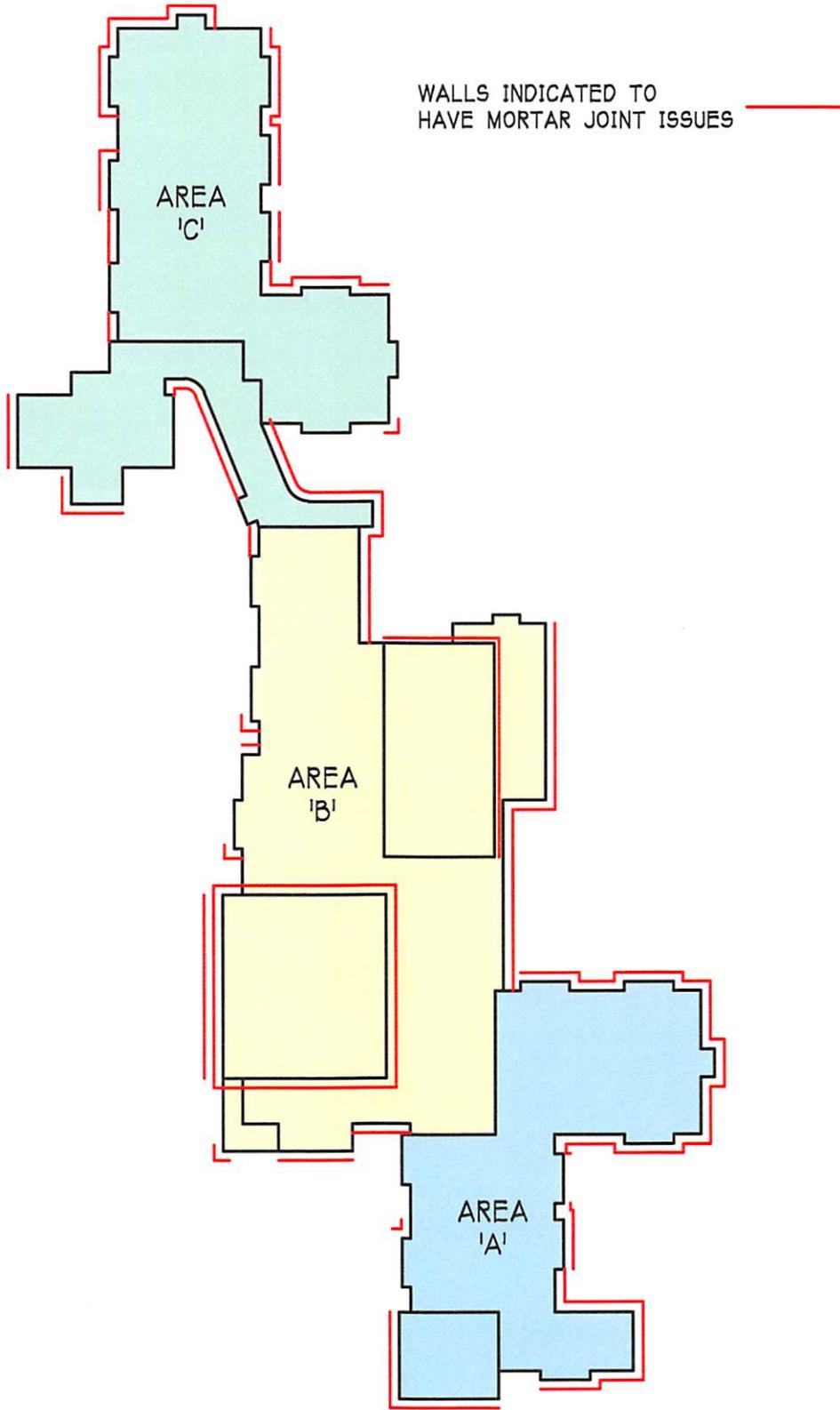
Subtotal = \$830,360.00

Architect and Engineer Fees 5.5% = \$45,670.00

Recommended contingency 20% = \$166,072.00

Project Budget = \$1,042,102.00

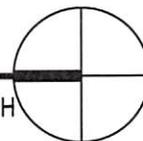
WALLS INDICATED TO
HAVE MORTAR JOINT ISSUES

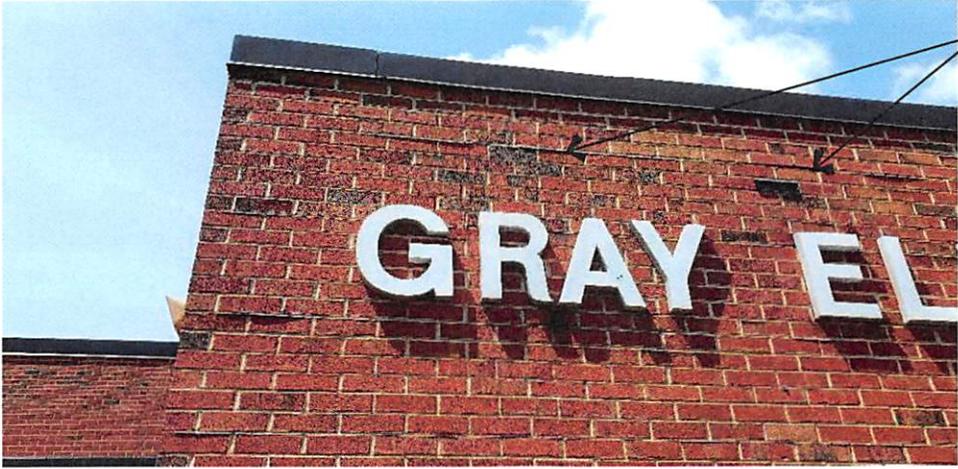


KEY PLAN

NOT TO SCALE

PLAN NORTH

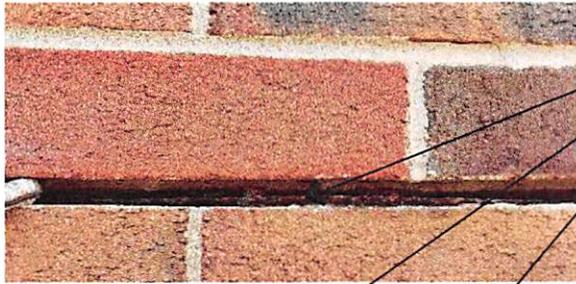




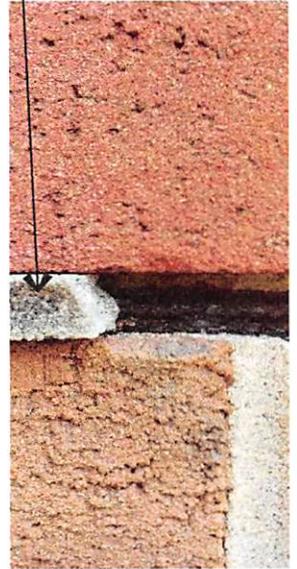
MORTAR JOINT FAILURE



MORTAR JOINT FAILURE

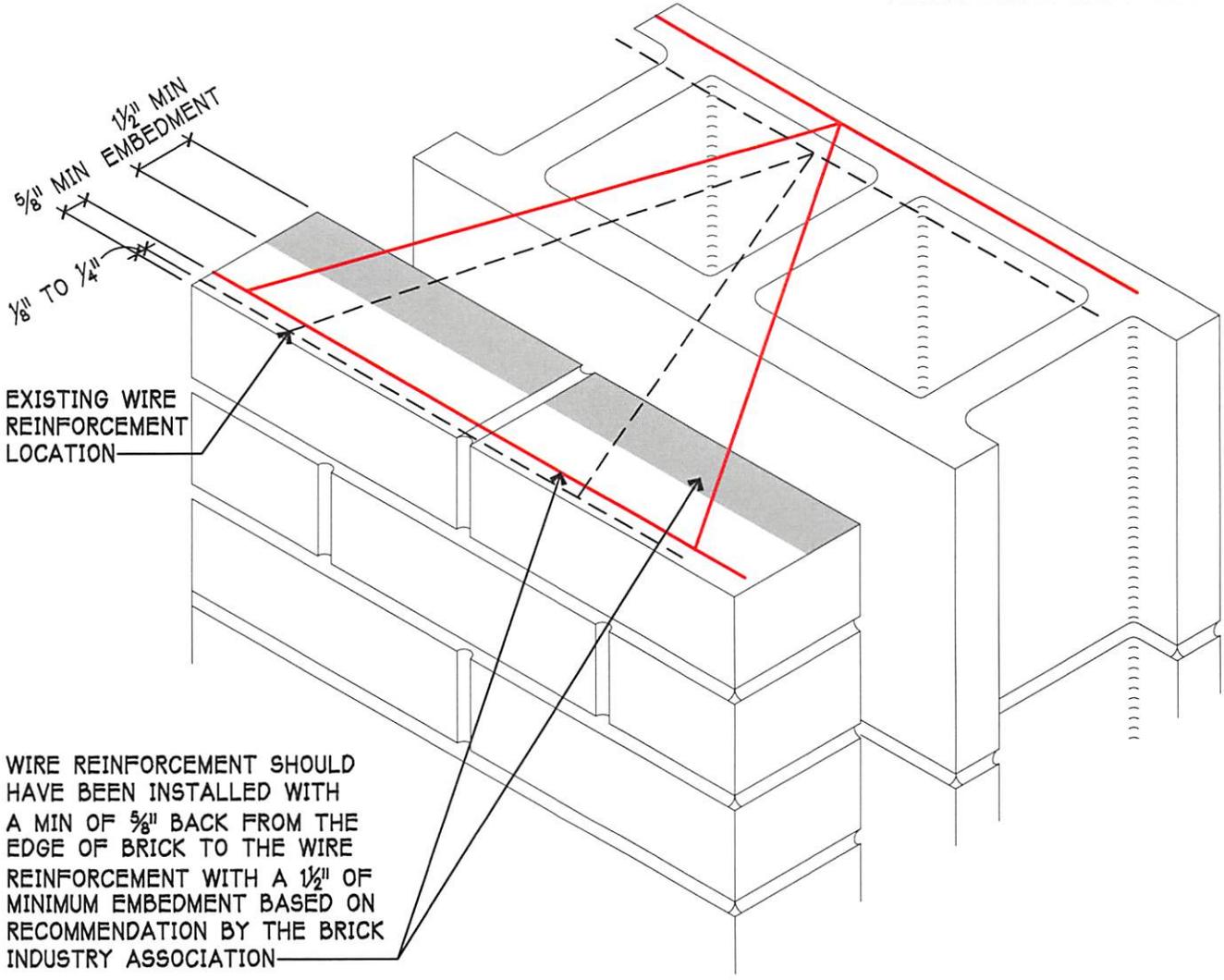


STEEL WIRE REINFORCEMENT HAS RUSTED AND EXPANDED CAUSING MORTAR TO SPALL/CRACK/POP



THE STEEL WIRE REINFORCEMENT WAS ORIGINALLY INSTALLED TO CLOSE TO THE EXTERIOR FACE OF THE BRICK VENEER AND MORTAR JOINT WITH RESULTS AS FOLLOWS:

- MOISTURE WEEPING THROUGH MORTAR CAUSED RUST EXPANSION OF THE WIRE REINFORCEMENT
- MORTAR TO SPALL/CRACK/POP
- INCREASED WATER INFILTRATION ACCELERATED MASONRY DETERIORATION DUE TO FREEZING WATER EXPANSION
- FUTURE LIKELY BRICK FAILURE



EXISTING JOINT REINFORCEMENT

NOT TO SCALE

The Heli-Tie helical wall tie is a stainless-steel helical tie used to anchor building façades to structural members or to stabilize multiple-wythe brick walls.

The helical design allows the tie to be driven quickly and easily into a predrilled pilot hole (or embedded into mortar joints in new construction) to provide a mechanical connection between a masonry façade and its backup material or between multiple wythes of brick. As it is driven, the fins of the tie undercut the masonry to provide an expansion-free anchorage that will withstand tension and compression loads.

The Heli-Tie wall tie is installed into a predrilled hole using a proprietary setting tool with an SDS-plus® shank rotary hammer to drive and countersink the tie. Heli-Tie wall ties perform in concrete and masonry as well as wood and steel studs.



Heli-Tie Helical Wall Tie
U.S. Patent 7,269,987

Features

- Installs quickly and easily — with the rotary hammer in hammer mode, the tie installs faster than competitive products.
- Provides an inconspicuous repair that preserves the appearance of the building. After installation, the tie is countersunk up to ½" below the surface, allowing the tie location to be patched.
- Larger core diameter provides higher torsional capacity, resulting in less deflection due to "uncoiling" under load.
- Fractionally sized anchor — no metric drill bits required.
- Patented manufacturing process results in a more uniform helix along the entire tie, allowing easier driving and better interlock with the substrate.



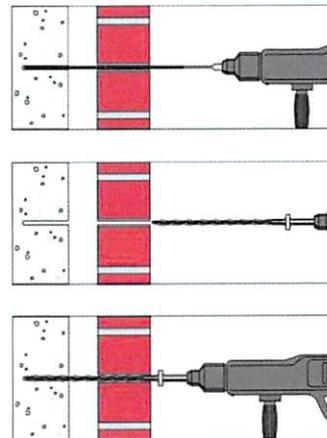
Material: Type 304 stainless steel (Type 316 available by special order—contact Simpson Strong-Tie for details)

Test Criteria: CSA A370

Installation

- Drill pilot hole through the façade material and into the backup material to the specified embedment depth + 1" using appropriate drill bit(s) in the chart below. Drill should be in rotation-only mode when drilling into soft masonry or into hollow backing material.
- Position blue end of the Heli-Tie™ fastener in the installation tool and insert the tie into the pilot hole.
- With the SDS-plus rotary hammer in hammer mode, drive the tie until the tip of the installation tool enters the exterior surface of the masonry and countersinks the tie below the surface. Patch the hole in the façade with a matching masonry mortar.

Installation Sequence



Heli-Tie Helical Wall Tie Product Data

Size (in.)	Model No.	Drill Bit Dia. (in.)	Quantity	
			Box	Carton
¾ x 7	HELI37700A	7/32 or ¼	50	400
¾ x 8	HELI37800A		50	400
¾ x 9	HELI37900A		50	400
¾ x 10	HELI371000A		50	200
¾ x 11	HELI371100A		50	200
¾ x 12	HELI371200A		50	200
¾ x 14	HELI371400A		50	200
¾ x 16	HELI371600A		50	200
¾ x 18	HELI371800A		50	200
¾ x 20	HELI372000A		50	200

Special-order lengths are also available; contact Simpson Strong-Tie for details.



Heli-Tie Fastener Installation Tool — Model HELITool37A

Required for correct installation of Heli-Tie wall ties. Speeds up installation and automatically countersinks the tie into the façade material.

Mr. Chairman and Members of the Board,

My name is Josh Foster. I live at 308 Jim Range Road in Jonesborough. My wife and I have three children currently enrolled at Jonesborough Elementary School, two in kindergarten and one in the second grade. I am a Certified Registered Nurse Anesthetist currently practicing at Holston Valley Medical Center.

Several weeks ago I wrote you to voice my support for the reopening of schools. After conducting a review of several hundred journal articles and scientific papers, I feel more confident than ever that schools should reopen.

The past two weeks my children have been involved in virtual learning and I must say that I find this practice to be entirely insufficient for younger students. Kindergartners and second graders need to be instructed in person and do not have the maturity nor the attention span to absorb lessons from a screen. As frustrating as this is for the children and the parents I am sure the faculty has been very frustrated with technical glitches and the general unfamiliarity with the processes and platforms required for virtual learning. The efforts of your staff have been commendable when faced with these challenges, and they have put forth a herculean effort. I am in no way disparaging the effort I have personally witnessed nor am I dissatisfied with the quality of the the instructors. Virtual teaching has it's limitations, especially for younger students.

What I have found after countless hours of research is that a very small percentage of children will contract Covid-19. Most of these children will be minimally affected. According to the studies cited below there have been very few cases of active transmission from school age children to either their cohorts or to their family members or school staff. Most active transmissions to children have been from close contact adults within their family units, and most of these children have remained asymptomatic with very little risk of virus transmission to others.

Schools around us are reopening. The businesses and restaurants in our area are now open. Teams are playing sports, people shop in stores and hold social gatherings, and yet we continue to keep schools closed. I submit to you that each child that would be attending school is already being exposed to risk factors through parents, siblings, or outings on the town. My opinion is that we give the population with the least health risk the opportunity to again participate in a constructive learning atmosphere while following the approved guidelines.

In short I am advocating at least for the reopening of the Elementary schools so that the most positive learning environment can be obtained by the population that is most in need of person to person instruction while exhibiting the least susceptibility to effects of Covid.

Respectfully,

Joshua T. Foster

The following information is submitted from the CDC and some sources outside the United States that have not politicized the virus as has been the case in our country. Articles have been abbreviated and cited. Other information and statistics are provided for comparison of daily assumed risks.

According to the Tennessee Department of Health, as of September 1, 2020 there are currently 879 active Covid-19 cases and 13 total deaths in Washington county. Based on a population of 130595 persons this yields a current 0.006% infection rate. Covid-19 death rate in Washington county is currently 0.00009 %. Motor vehicle accident death rate is 0.0001% nationally, chance of being involved in a motor vehicle accident in Washington county is 0.07%. Motor vehicle crash data obtained from National Highway Traffic Safety Administration and Tennessee Department of Transportation.

CDC study August 14, 2020

Analysis of pediatric COVID-19 hospitalization data from 14 states found that although the cumulative rate of COVID-19-associated hospitalization among children (8.0 per 100,000 population) is low compared with that in adults (164.5), one in three hospitalized children was admitted to an intensive care unit.

The cumulative COVID-19-associated hospitalization rate among children aged less than 18 years during the surveillance period was 8.0 per 100,000 and was highest among children less than 2 years (24.8%); rates were substantially lower in children aged 2-4 years (4.2%) and 5-17 years (6.4%)

A medical chart review was completed for 208 children. Median duration of hospitalization was 2.5 days. Among 208 children with a discharge disposition, one child with multiple underlying conditions died during hospitalization.

Morbidity and Mortality Weekly Report

Hospitalization Rates and Characteristics of Children with Covid 19
Weekly/ August 14, 2020/ 69(32);1081-1088

Ireland May, 28 2020
6 cases 3 adults, 3 children

Among 1,001 child contacts of these six cases there were no confirmed cases of COVID-19. In the school setting, among 924 child contacts and 101 adult contacts identified, there were no confirmed cases of COVID-19.

The only documented transmission that occurred from this cohort was between adults in a working environment outside school. Among 1,025 child and adult contacts of these six cases in the school setting there were no confirmed cases of COVID-19 during the follow-up period. Follow-up period was at least one incubation period (14 days) from last contact with a case. Euro Surveill. 2020 May 28; 25(21): 2000903.

French Alps August 1, 2020

A case study of a cluster in the French Alps included a child with COVID-19 who failed to transmit it to any other person, despite exposure to more than a hundred children in different schools and a ski resort.

Clinical Infectious Diseases, Volume 71, Issue 15, 1 August 2020, Pages 825–832,
<https://doi.org/10.1093/cid/ciaa424>
French alps

New South Wales Australia August 30,2020

In a school study from New South Wales, Australia, a proportion of 863 close contacts of 9 children and 9 teachers were followed for seroconversion as a marker of recent exposure.¹¹ No evidence of children infecting teachers was found. One secondary case (in the child in a high school) was presumed to have been infected following close contact with two student cases. The other secondary case was presumed to have been infected by a staff member (teacher) who was a case

Transmission of SARS-CoV-2 in Australian educational settings: a prospective cohort study

The Lancet, Child and Adolescent Health: August 30,2020
DOI:[https://doi.org/10.1016/S2352-4642\(20\)30251-0](https://doi.org/10.1016/S2352-4642(20)30251-0)

Wuhan China Index case study

Similarly, a separate study of 419 household SARS-CoV-2 transmission clusters in China did not detect a single cluster where the index case was under the age of 15, and only three where the index case was under the age of 18.⁶³ Early observations from Wuhan also suggested that children were most likely to be diagnosed with SARS-CoV-2 following an exposure history to a household infection, indicating that even in epidemic areas children were more likely to be contact, rather than index cases.

The Lancet Infectious Diseases : Children are unlikely to have been the primary source of household SARS-CoV-2 infections

According to COVID-NET surveillance: since 07 March 2020 there have been 341 children hospitalized with SARs Co-V-2 in the state of Tennessee. With a total population of 1.7 million aged 17 or below. This equates to a .0002% chance of any child being hospitalized for Covid-19 infection.

CDC Report July 23, 2020

The best available evidence indicates that COVID-19 poses relatively low risks to school-aged children. Children appear to be at lower risk for contracting COVID-19 compared to adults. To put this in perspective, according to the Centers for Disease Control and Prevention (CDC), as of July 17, 2020, the United States reported that children and adolescents under 18 years old account for under 7 percent of COVID-19 cases and less than 0.1 percent of COVID-19-related deaths.[5] Although relatively rare, flu-related deaths in children occur every year. From 2004-2005 to 2018-2019, flu-related deaths in children reported to CDC during regular flu seasons ranged from 37 to 187 deaths. During the H1N1 pandemic (April 15, 2009 to October 2, 2010), 358 pediatric deaths were reported to CDC. So far in this pandemic, deaths of children are less than in each of the last five flu seasons, with only 64.† Additionally, some children with certain underlying medical conditions, however, are at increased risk of severe illness from COVID-19.

On the basis of these data, SARS-CoV-2 transmission in schools may be less important in community transmission than initially feared. This would be another manner by which SARS-CoV-2 differs drastically from influenza, for which school-based transmission is well recognized as a significant driver of epidemic disease and forms the basis for most evidence regarding school closures as public health strategy

COVID-19 Transmission and Children: The Child Is Not to Blame

Benjamin Lee and William V. Raszka

Pediatrics August 2020, 146 (2) e2020004879; DOI: <https://doi.org/10.1542/peds.2020-004879>

To the Board of Education,

I am a mother of 3 children in this school district. I have a 3rd grader, a freshman, and a junior. I honestly don't even know where to begin. I guess I will start off with how dismissive many of you have been in regards to concerns I have brought to you. It is very disheartening to email our leaders and get no responses from many of you. I will add that a general response is not really a response at all. Our chairman has not responded to any emails or phone calls that I have made to him. As a resident and tax payer in this county that is unacceptable. Mr. Chairman you are supposed to be a leader. Is this how leaders lead? You have completely ignored parents who voted for you. Parents who voted for you even with your controversial past as a school board member. Many of us did so because we truly thought you were going to be good for this school system. I am truly at the brink of tears as I write this. I just can't understand how parents get denied the opportunity to publically voice concerns to those that we voted into these positions. We have been dismissed all because our concerns are different than yours. Our concerns are for our children and they should have been heard and listened to. Every single one of you at the very least should have put forth an effort to hold a safe socially distanced face to face meeting. You have completely broken the communities trust and lost the respect of parents in this community.

I don't even know if you're listening now or if you are even open to hearing my concerns as a parent. All I can do is let you know what the days are like for my kids, myself, and my husband. We have had a wonderful experience with online learning for our 3rd grader. She is at Grandview and her teacher has done a wonderful job with what has been thrown at her, and for that I am thankful. My daughter is able to go to SACC during the day and even on days when she could stay at home she begs to go. My high school children do not have this option. They are stuck inside with their computers. I am not sure any of you actually realize the damage this is doing to them. They don't know how to express their feelings. Quite frankly I don't know if they even understand it themselves. My husband and I come home from work and it's back to the chrome book for things they have missed, things they don't understand, or stuff they just got fed up with and quit doing. One of mine I am very worried about. He is already somewhat introverted and this has made it even worse. These are real fears. This isn't just I need to work or I don't want to deal with my kids, like many supporters of all virtual want the public to think. You are shutting our children down during the years that they start to form who they are and want to be.

My freshman didn't get to have an orientation. We were told when we picked up our chrome books our children would have to be able to show that they could navigate their systems. Instead they were told to log in and that was it. So we have been using the last few weeks trying to figure out the multiple different programs and basically winging it. We were not ready. You as a board should have done a better job preparing teachers, students, and their families on how this is supposed to work. Instead you leave us all to fend for ourselves, while still holding us accountable. Who is holding you accountable? Is it your friends in the system that don't want to return to the classroom? Are those that want to return because they see the damage this is doing to public education even allowed to voice their concerns if they are different from yours? Do you feel like you are doing your jobs? Do you feel like the children in this county think that their education matters at this point? Many high school parents I have spoken said their children don't feel like any of this even matters anymore. Do you know how difficult that is to hear as a parent? I hope it breaks your heart to hear that children who are trying to figure out what they "want to do when they grow up" don't even think that it matters anymore. Children who are trying to decide on whether they will go to college or trade schools, feel like it's not that important. Some of

them have talked about dropping out and just going into the workforce. We have kids begging to be back in school. Many of them now realizing why structure is so important and why parents have wanted to keep their kids active. This virus is not going to go away. Do you really want to look back at your time as a servant to the children in this community and know that you failed? Do you want to look back at a virus that is still here in 20 years and know that your decisions caused children to stop believing that people cared? Give parents an option. Give these kids a chance. If you have never cared about what I had to say before.. Please hear this. Give our children a chance to be kids again.

Thank You, Rachael Bates

Mr. Chairman and Members of the Board,

My name is Tamara Foster and I live at 308 Jim Range Road in Jonesborough. Thank you for giving me the opportunity to address my concerns.

As the mother of a second grader and twin kindergartners, I'm very concerned about my children's educational experience with virtual learning. Children K-6 are in their formative years. Early education is the foundation that will set them up for success, or to fall behind in meeting standardized test requirements. Confidence and feelings of adequacy can either be developed, or hindered based on the skills acquired in their primary years.

The Corona virus has brought challenges to our everyday way of life we never would've imagined. It forced us to "think outside the box". Virtual Learning is one of those examples that works in theory, but not in practice.

CHALLENGES AND LIMITATIONS TO VIRTUAL LEARNING:

Lack of Social Interaction

There is a lack of social interaction with teachers and classmates. One of the most important early lessons in school is the ability of children to develop a sense of citizenship with their class, respect for their teachers and other classmates, and the ability to develop self control in a classroom setting. During virtual class times it is apparent that children's lack of attention span and focus cannot be readily addressed through a screen. Young students who have multiple siblings in the household require constant redirection and attention to stay on task.

I have heard from many parents of middle school and high school children who worry about depression and social isolation, and the long term effects of being out of school for an extended period. It cannot be ignored that we do not often know which teens suffer silently with suicidal ideations, until it is possibly too late. Factors such as this can be as harmful to some as the virus itself.

Technical Difficulties

Parents and students spend as much time working through technical glitches, lack of bandwidth, internet interruptions, unfamiliarity with programs, and finding work; as we do in actual instruction and teaching. Not to mention, difficulty with comprehension through a screen.

This has made learning an unpleasant experience for some. My 2nd grader has had multiple meltdowns trying to navigate the google slides, and add or attach a document to send in work. If parents and grandparents are unable to navigate the system, how do we expect elementary students to find and complete the work themselves. I cannot

imagine the anxiety of children who do not receive support at home, not to mention some students are still waiting on Chrome Books.

Challenges to Working Families

Virtual learning poses extra challenges for working families. I know parents who've had to quit work to homeschool their children, only to run out of funds and have to return to work. They are forced to take their children with them to their jobs often in an environment not conducive to learning. Parents are having to juggle work, while simultaneously helping their children with assignments, and google meets, all while trying to bring home an income for their family.

Some have to make the choice to assist their child at home after putting in a full days work. Many child care centers are full, and some parents do not have the income to pay for child care. I do not begrudge teachers getting childcare provided. But we must be mindful of the long term effects of working parents having to pay for childcare that might be income deficient.

Some programs that are utilized are only available during school hours. i.e. Epic Books. This also presents a challenge to working families who must work with the child in the evenings.

Special Needs Children

Special needs children are at a higher risk for being negatively impacted by virtual learning. The intervention and resources are not as readily available to help them overcome some of the additional obstacles they face, if we do not return to in person learning in the near future.

In closing, here we are at the crossroads to make a decision to remain virtual, go to a hybrid one day per week, or return five days for in-person instructional learning.

I personally do not see how teachers and students are supposed to consolidate a weeks worth of learning into one day, and how students are expected to retain that much information at one time.

Since the Washington County Health department deemed it safe for Johnson City schools to return, which has a higher density of students, it should be safe for Washington County schools since both districts are governed under the same health department. The Board of Education for Kingsport, Bristol TN and VA have also made the decision to return to in-person learning K-6.

If our kids can go to ballgames, and places like Target, Walmart, and Dollywood; but we do not allow children back in the classroom, what does that say about the value we place on our children's education and future.

In my respectful opinion, the solution is CHOICE! Those that want to remain virtual were given the option to fill out the survey and remain virtual. Parents and students who wish to return to the classroom, need to be given an option as well other than one day per week.

Where there is a willingness there is a way such as other districts have found. One of the most sacred responsibilities we hold as a society is to give children the best possible education in a nurturing environment where they can reach their fullest potential.

Respectfully,

Tamara Foster
Mom of 3 JES Students

**Washington County
Department of Education
MEMORANDUM
DIRECTOR'S OFFICE**

DATE: September 3, 2020

TO: All Board Members

FROM: Finance Committee

SUBJECT: Finance Committee Meeting-July 2020 Financials

The Finance Committee met on Thursday September 3, 2020 at 3:30 p.m. at the WCDE Central Office. Those present for the meeting were acting Finance Committee Chair Annette Buchanan, committee members Mary Beth Dellinger, Mitch Meredith, Director of Schools Dr. Bill Flanary, and Chief Financial Officer Brad Hale. Other board members present were Mike Masters, Chad Fleenor, and Whitney Riddle.

The Committee considered the General Fund financial statements for the month of July 2020, and the committee recommends approval.

The Committee considered the Federal Fund financial statements for the month of July 2020 and the committee recommends approval.

The Committee discussed the proposed Board of Education contribution of employee health insurance rates for calendar year 2021. The Committee recommends approval.

The Committee discussed the purchase of a capital item for the CTE Program for a ConsuLab Automotive Training Aid. This item is \$50,000 and is included in the \$250,000 allocation in the FY21 General Fund Budget. This item is being purchased through a "sole source" vendor and therefore is not required to go through the bidding process. The Committee recommends approval.

The Committee discussed the purchase of a capital item for the CTE Program for an MD Mustang Dynamometer. This item is \$35,500 and is included in the \$250,000 allocation in the FY21 General Fund Budget. This item is being purchased through a "sole source" vendor and therefore is not required to go through the bidding process. The Committee recommends approval.

The Committee considered a request for the Washington County Department of Education to purchase items through the NCPA Cooperative Program Contract #05-42 effective through 11/30/2022. The Committee recommends approval.

The Committee discussed the purchase of capital items (Brake Lathe, A/C Machine, an Alignment Machine) for the CTE Program through O'Reilly Auto Parts. These items are \$29,155 and are included in the \$250,000 allocation in the FY21 General Fund Budget. These items are being purchased through the (NCPA Cooperative Program Contract #05-42) and therefore are not required to go through the bidding process. The Committee recommends approval.

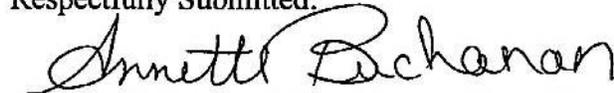
The Committee discussed the purchase of a new intercom system at Fall Branch Elementary School through Gallaher for \$9,985.00 which was the lowest price quote attained. The Committee recommends approval.

The Committee considered a request of establishing emergency Bookkeeper Training pay at \$20 per hour. This would only be used in an emergency situation at the discretion of the WCDE CFO when the System Lead Bookkeeper is not available to train new or existing Bookkeepers. The Committee recommends approval.

The Committee considered a request to allow the Director of Schools the ability to discuss entering into an agreement with the Washington County Government concerning a (Childcare Agency Agreement) to be located at the old BCES. The Committee recommends approval.

The Committee recommends approval.

Respectfully Submitted:



Annette Buchanan, Acting Finance Committee Chair



W. Brad Hale, CFO

THE WASHINGTON COUNTY BOARD OF EDUCATION

**A Resolution Urging the State of Tennessee Not to Use Mandated Test Scores
against Teachers for the 2020-2021 School Year**

WHEREAS the State of Tennessee has a long-standing commitment to accountability in education, the centerpiece of which is a system of State-mandated standardized tests that measure the educational achievement and year-to-year progress of our students; and

WHEREAS these tests, when fairly and accurately administered, give teachers, administrators, and policymakers a better understanding of how students are performing in the classroom; and

WHEREAS a better understanding of student performance gives teachers, administrators, and policymakers insight into vital matters such as teaching strategies, curricula, interventions, and the like; and

WHEREAS the Washington County Board of Education has embraced the opportunities afforded by standardized testing and has used the results from these measurements to tailor strategies at the system, school, and classroom level; and

WHEREAS the system of public education in Washington County Schools has benefited from standardized testing and the Administration's use of these testing measurements; and

WHEREAS the Administration of Washington County Schools fully intends to use the next series of standardized tests to assess the educational progress of its student amid the turmoil created by school closures, distance learning, and so-called hybrid attendance schedules that resulted from the Washington County Board of Education's response to the public health crisis created by COVID-19; and

WHEREAS the information gleaned from these tests will inform teachers, administrators, and policymakers of what steps need to be taken to address the lost learning opportunities occasioned by COVID-19; and

WHEREAS these lost learning opportunities were the sole result of the entire community taking decisive steps to limit the spread of COVID-19; and

WHEREAS the teachers of Washington County Schools acted heroically to serve their students amid this turmoil to limit the impact of these disruptions upon the lives of students and their families, including learning and food security; and

WHEREAS even now, as cases of COVID-19 continue to spread, these teachers are willingly placing themselves in front of students in order to serve their needs any professional would; and

WHEREAS this dedication to the students and the education profession highlights the very best qualities of our teachers in Washington County; and

WHEREAS in view of this heroic service and this selfless dedication, it would be fundamentally unfair for the State of Tennessee to hold these teachers responsible, by whatever means, for any student's performance on the State's system of standardized tests;

SO THEREFORE, PREMISES CONSIDERED, the Washington County Board of Education, assembled on this the 3rd day of September 2020, in regular session, does hereby resolve as follows:

1. The Washington County Board of Education formally asks its legislative delegation to introduce legislation to suspend the use of State-mandated standardize tests for the 2020-2021 school year for the purpose of evaluating the performance of classroom teachers, building level administrators, schools, or school systems.

2. The Washington County Board of Education further calls upon the General Assembly, at its earliest opportunity, to enact the aforementioned legislation so as to recognize the essential work our teachers and other educators across the State of Tennessee have been performing amid the crisis caused by COVID-19 and to assure them that they will not suffer professionally for events entirely beyond their control.

3. The Washington County Board of Education additionally calls upon the Tennessee State Board of Education and the Tennessee Department of Education to help develop and advance the aforementioned legislation and to give additional consideration, whether by other legislation, Board policy, or regulatory Rule, to matters in which teachers and other educators should be held harmless from the results of State-mandated standardized testing.

4. Washington County Board of Education finally calls upon the Tennessee School Board Association to take up this issue at its 2020 Convention and to prepare a legislative initiate based upon the considerations set forth herein.

IN WITNESS WHEREOF, we have set our hands this the 3rd day of September 2020, in Jonesborough, Tennessee.

REC'D 2:53

Hoilman Construction Company, Inc.
P. O. Box 371
Johnson City, Tennessee 37605
(423) 926-1297 or 926-0596

TN LICENSE # 26587 – Expires: 7-31-2021
CLASSIFICATION: BC
LIMIT: Unlimited

TO: Washington County Board of Education
405 W. College Street
Jonesborough, Tennessee 37659

PROPOSAL FOR:
Dishwasher Replacement for David Crockett High School,
684 Old State Route 34, Jonesborough, Tennessee 37659
Bid Date: August 6, 2020 @ 3:00 PM

<u>Sub-Contractor</u>		<u>License No.</u>	<u>Exp. Date</u>	<u>Classification</u>
HVAC	S. B. White Company, Inc.	4333	4/30/2021	CMC
PLUMBING	S. B. White Company, Inc.	4333	4/30/2021	CMC
ELECTRICAL	Briscall Electric, Inc.	47067	3/31/2021	CE
MASONRY	NONE REQUIRED			
GEOHERMAL	NONE REQUIRED			



BID FORM

PROJECT IDENTIFICATION:

Dishwasher Replacement for David Crockett High School

CONTRACT IDENTIFICATION NO:

T&L Project No. 15436

THIS BID IS SUBMITTED TO:

Washington County Board of Education
405 W. College St.
Jonesborough, Tennessee 37659

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within the timeframe presented in the Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
(A) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Table with 2 columns: Number, Date. Rows: 01 August 3, 2020; 02 August 4, 2020

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
(C) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions; and no additional

examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- (D) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing utilities at or contiguous to the site and assumes responsibility for the accurate location of said utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions.
- (E) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (F) Bidder has given Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
- (G) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (H) 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 the Tennessee Code §12-12-106.

4. Bidder will complete the Work for the following price:

BASE BID:

Lump sum price for Dishwasher Replacement for David Crockett High School including allowances as indicated in specification SECTION 01 2100 – ALLOWANCES, complete in accordance with drawings and specifications.

One hundred thirty-eight thousand one hundred three & no/100-----

----- Dollars (\$ 138,103.00)

continued on next page

5. Contract award will be based on the **Total Base Bid Amount shown above** as the Owner in its discretion decides to award.
6. **TIME OF COMPLETION:** The Bidder is to indicate the number of consecutive calendar days required to complete the work. Seventy (70) Days.
7. The following documents are attached to and made a condition of this Bid:
 - (A) Required Bid Security in the form of 5% Bid Bond attached.
 - (B) Certification of Bidder Regarding Debarment.
 - (C) Workers' Compensation Certificate of Coverage.
 - (D) Drug-Free Workplace Affidavit of Prime Bidder.
 - (E) Affidavit of Compliance with Tennessee Criminal History Records Check Tennessee Code Annotated, Section 49-5-413.
8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

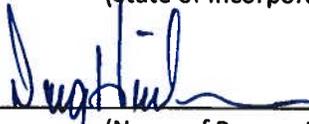
The following address: 513 Twin Oaks Drive, Johnson City, TN 37601
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

continued on next page

A Corporation

By Hoilman Construction Company, Inc.
(Corporation Name)

Tennessee
(State of Incorporation)

By  (SEAL)
(Name of Person Authorized to Sign)
Doug Hoilman
President
(Title)

(Corporate Seal)

Attest Ann E. Hoilman, Secretary
(Secretary)

Business address: 513 Twin Oaks Drive
Johnson City, Tennessee 37601

Phone No.: (423) 926-1297 or 926-0596

Email Address: hchoilman@aol.com

By (signature) 



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

Name, legal status and address

Hoilman Construction Company, Inc.
P.O. Box 371
Johnson City, TN 37605-0371

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

OWNER:

(Name, legal status and address)

Washington County Department of Education
405 West College Street
Jonesboro, TN 37659

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

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

PROJECT:

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

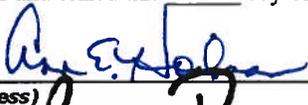
Dishwasher Replacement for David Crockett High School

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.

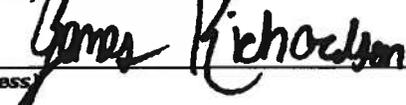
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 6th day of August, 2020.



(Witness)



(Witness)

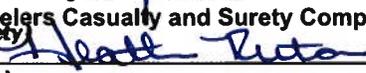
Hoilman Construction Company, Inc.

(Principal)



(Title) Doug Hoilman, President

Travelers Casualty and Surety Company of America
(Surety)



(Title) Heather Rutan, Attorney-in-Fact

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HEATHER RUTAN** of **KNOXVILLE Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of **January, 2019**.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 17th day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the 30th day of **June, 2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

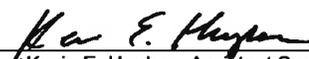
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **AUGUST, 2020**

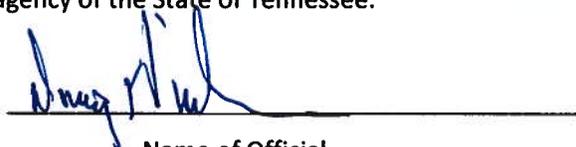



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CERTIFICATION OF BIDDER REGARDING DEBARMENT

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the State of Tennessee, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the State of Tennessee.



Name of Official
Doug Hoilman

President

Title

Hoilman Construction Company, Inc.

Firm or Corporation

August 6, 2020

Date

WORKERS' COMPENSATION

Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on this project.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Tennessee Workers' Compensation Act. Yes No
Insurance Company Flagship City Insurance Company
Policy expiration date 03/31/2021
- B. is self-insured for workers' compensation. Yes

Title of Construction Contract: Dishwasher Replacement for David Crockett High School
Jonesborough, Tennessee

Contract Number: T&L Project No. 15436

Signed by:  _____

Title: Doug Holman, President

Firm Name: Hoilman Construction Company, Inc.

Address: 513 Twin Oaks Drive

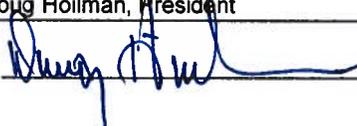
Johnson City, Tennessee 37601

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

The undersigned principal officer of Hoilman Construction Company, Inc., an employer of five (5) or more employees contracting with Hoilman Construction Company, Inc. to provide construction services, states under oath as follows:

1. The undersigned is a principal officer of Hoilman Construction 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 TCA §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 TCA §50-9-113.

Principal Officer Name Doug Hoilman, President

Principal Officer Signature 

STATE OF Tennessee

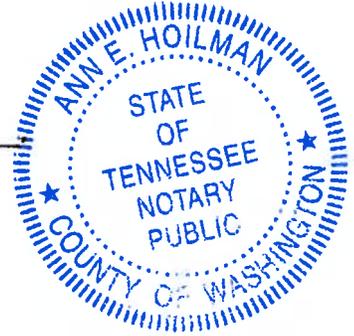
COUNTY OF Washington

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

Witness my hand and seal this 6th day of August, 2020

Notary Public 

My commission expires: 12/19/2023



SECTION 01 4550

**COMPLIANCE WITH PUBLIC ACTS 587 & 844
(WORKER BACKGROUND CHECK FOR REGISTERED SEX OFFENDERS
AND CONVICTION OF CERTAIN OTHER CRIMES)**

Background Check Requirement for School System Suppliers

In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) as amended by Public Act 844, Senate Bill 2356 to conduct criminal history background checks through the Tennessee Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a Registered Sex Offender or has been convicted of the expanded list of disqualifying crimes to come in direct contact with children or to come on or about school property while students are present.

Project Name: Dishwasher Replacement for David Crockett High School

School Address: 684 Old State Rte 34, Jonesborough, TN 37659

Signature of Authorized Representative: _____



Doug Hoilman, President
Hoilman Construction Company, Inc.

END OF SECTION

**Non-Collusion
Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion
Affidavit**

STATE OF Tennessee

COUNTY OF Washington

I state that I am (Title) President of (Name of My Firm) Hoilman Construction Company, Inc. and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

ISTATE THAT:

The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.

Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. (Name of My Firm) Hoilman Construction Company, Inc., its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

(2) Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Doug Hoilman, President
Hoilman Construction Company, Inc.

Name/Address of Organization Name/Title

513 Twin Oaks Drive, Johnson City, TN 37601

of Submitting Official



Signature Doug Hoilman, President

August 6, 2020

Date



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **HOILMAN CONSTRUCTION CO., INC.**

General Information

SOS Control #	000224245	Formation Locale: TENNESSEE
Filing Type:	For-profit Corporation - Domestic	Date Formed: 01/17/1990
	01/17/1990 2:55 PM	Fiscal Year Close 6
Status:	Active	
Duration Term:	Perpetual	

Registered Agent Address
DOUGLAS HOILMAN
513 TWIN OAKS DR
JOHNSON CITY, TN 37601-7613

Principal Address
DOUG HOILMAN
513 TWIN OAKS DR # 515
JOHNSON CITY, TN 37601-7613

Document A305

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Washington County Board of Education

ADDRESS: 405 West College Street, Jonesborough, TN 37659

SUBMITTED BY:

NAME: Hoilman Construction Company, Inc.

ADDRESS: P. O. Box 371, Johnson City, TN 37605

PRINCIPAL OFFICE: 513 Twin Oaks Drive, Johnson City, TN 37601

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable): Dishwasher Replacement for David Crockett High School

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 32+
Began operations February 1988 as Hoilman Construction Company a sole proprietor

§ 1.2 How many years has your organization been in business under its present business name? Incorporated January 1990

§ 1.2.1 Under what other or former names has your organization operated?
Hoilman Construction Company – a sole proprietor

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: January 1, 1990

§ 1.3.2 State of incorporation: Tennessee

§ 1.3.3 President's name: Doug Hoilman

§ 1.3.4 Vice-president's name(s) N/A

§ 1.3.5 Secretary's name: Ann E. Hoilman

§ 1.3.6 Treasurer's name: Ann E. Hoilman

§ 1.4 If your organization is a partnership, answer the following: N/A

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following: N/A

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals: N/A

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. TN General Contractor's BC License # 26587, VA Class A General Contractor's CBC-RBC License # 2701036552, NC General Contractor's License # 31228

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed. N/A

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces. All required except Electrical & Mechanical.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. Please see attached

§ 3.4.1 State total worth of work in progress and under contract: Please see attached

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. Please see attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:
\$1.9 million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Please see attached

§ 4. REFERENCES

§ 4.1 Trade References: BLS Thompson & Litton, Johnson City, TN (423) 928-1175 – Mr. Jerry Sartain, Mr. Dan Jackson, Mr. Scott Lusk

§ 4.2 Bank References: SunTrust Bank, Johnson City, TN (423) 328-5641 – Tammy Campbell

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Travelers Casualty & Surety Company of America

§ 4.3.2 Name and address of agent: TIS – Tennessee Insurance Services (800) 328-0293 Mr. Jim Oakes

§ 5. FINANCING

§ 5.1 Financial Statement. Furnished Upon Request

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

MAJOR PROJECTS IN PROGRESS:

New Airbag Storage / Deployment Buildings
OWNER: Lighting Resources, Johnson City, TN
CONTRACT AMOUNT: \$1,131,798.00
COMPLETION DATE: September 2020
55% Complete

Our client base currently includes local manufacturing companies, government suppliers, a local and regional utility company, higher education and county school systems, a local bank and a local credit card call center. We provide competitive bidding and on-call maintenance and repair services for the majority of our clients. We are experienced in the security issues of working with banks and credit card centers, the safety and precision required when working near utility company equipment and the rules, regulations and safety measures necessary with working on school campuses with children and young adults present.

MAJOR PROJECTS COMPLETED IN THE PAST 5 YEARS & SIMILAR PROJECTS:

Gymnasium Toilet Room Renovations for Hunter Elementary School, Elizabethton, TN

OWNER: Carter County Board of Education, Elizabethton, TN - (423) 213-7128 – Mr. Phillip Nave

ARCHITECT: Beeson, Lusk & Street, Inc., Johnson City, TN - (423) 928-1175 – Mr. Anthony K. Street

CONTRACT AMOUNT: \$160,324.00

COMPLETION DATE: August 2017

Renovations to Existing Chemistry Labs for Cloudland, Hampton & Happy Valley High Schools, Carter County, TN

OWNER: Carter County Board of Education, Elizabethton, TN - (423) 213-7128 – Mr. Phillip Nave

ARCHITECT: Beeson, Lusk & Street, Inc., Johnson City, TN - (423) 928-1175 – Mr. Anthony K. Street

CONTRACT AMOUNT: \$455,362.00

COMPLETION DATE: April 2016

Office Renovations for the Johnson City Eye Clinic, Johnson City, TN

OWNER: Johnson City Eye Clinic, Johnson City, TN – (423) 929-2111 - Mrs. Katie Ketchem

ARCHITECT: Beeson, Lusk & Street, Inc., Johnson City, TN - (423) 928-1175 – Mr. Anthony K. Street

CONTRACT AMOUNT: \$177,690.00

COMPLETION DATE: September 2016

Renovations to Existing Chemistry Classroom for Cloudland High School, Roan Mountain, TN

OWNER: Carter County Board of Education, Elizabethton, TN - (423) 213-7128 – Mr. Phillip Nave

ARCHITECT: Beeson, Lusk & Street, Inc., Johnson City, TN - (423) 928-1175 – Mr. Anthony K. Street

CONTRACT AMOUNT: \$104,337.00

COMPLETION DATE: December 2016

Window Replacement for Keenburg & Valley Forge Elementary Schools, Elizabethton, TN

OWNER: Carter County Board of Education, Elizabethton, TN - (423) 213-7128 – Mr. Phillip Nave

ARCHITECT: Beeson, Lusk & Street, Inc., Johnson City, TN - (423) 928-1175 – Mr. Anthony K. Street

CONTRACT AMOUNT: \$520,767.00

COMPLETION DATE: August 2014

Waterline Replacement for David Crockett High School, Jonesborough, TN

OWNER: Washington Co. Board of Education, Jonesborough, TN - (423) 753-1129 – Mr. Phillip Patrick

ARCHITECT: Beeson, Lusk & Street, Inc., Johnson City, TN - (423) 928-1175 – Mr. Anthony K. Street

CONTRACT AMOUNT: \$173,728.00

COMPLETION DATE: January 2014

Evaporator/Condenser Installation for David Crockett High School, Jonesborough, TN

OWNER: Washington Co. Board of Education, Jonesborough, TN - (423) 753-1129 – Mr. Phillip Patrick

ARCHITECT: Beeson, Lusk & Street, Inc., Johnson City, TN - (423) 928-1175 – Mr. Anthony K. Street

CONTRACT AMOUNT: \$58,825.00

COMPLETION DATE: April 2011

Hoilman Construction Co., Inc.

GENERAL CONTRACTORS
COMMERCIAL, INDUSTRIAL, RESIDENTIAL
P.O. BOX 371
JOHNSON CITY, TN 37605
PHONE: (423) 926-1297 • (423) 926-0596
FAX: (423) 926-2278

CONSTRUCTION EXPERIENCE OF KEY INDIVIDUALS

DOUG HOILMAN, PRESIDENT

47+ years experience in the construction industry. Founded Hoilman Construction Company, Inc. in 1988.

ANN E. HOILMAN, SECRETARY/TREASURER

38+ years experience in accounting, 36+ years experience in construction industry.

SHELDON R. SMITH, SUPERINTENDENT

40+ years experience in the construction industry. Has been with our company since 1988.

PRIOR JOBS: ETSU Luntsford Hall, Johnson City, TN

CONTRACT AMOUNT: \$2,337,847.00

OWNER: State of Tennessee – East Tennessee State University (423) 439-7762

ARCHITECT: Beeson, Lusk & Street, Inc. (423) 928-1175

Training Areas at Wilson Hall, Greene Valley Developmental Center, Greeneville, TN

CONTRACT AMOUNT: \$459,933.00

OWNER: Greene Valley Developmental Center (423) 639-2131

ARCHITECT: Reedy & Sykes, Architecture & Design (423) 543-4781

Oxygen Injection System for Buffalo Springs Fish Hatchery, Rutledge, Grainger County, TN

CONTRACT AMOUNT: \$194,760.00

OWNER: State of Tennessee – Tennessee Wildlife Resource Agency

ARCHITECT: Mattern & Craig (423) 979-2220

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

[Redacted]

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

[Redacted]

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

[Redacted]

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

[Redacted]

§ 6. SIGNATURE

§ 6.1 Dated at this 6th day of August 2020

Name of Organization: Hoilman Construction Company, Inc.

By: [Signature]

Title: Doug Hoilman, President

§ 6.2

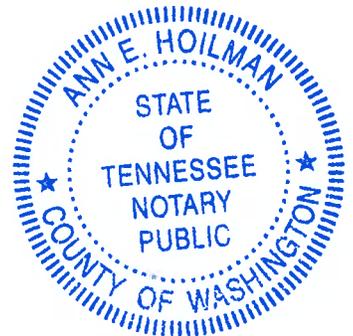
[Redacted]

M Doug Hoilman being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 6th day of August 2020

Notary Public: [Signature]

My Commission Expires: 12/19/2023



J.E. Green Company

303 East Market Street

Johnson City, TN 37601

Tennessee License No.: 3827

Expiration Date: 7/31/2021

Classification: BC: HRA-A, HRA-C; HRA-E.5; LMC; MU-B

REC'D 2:5

Washington County Board of Education
405 W. College Street
Jonesborough, Tennessee 37659

Bid For:

**Dishwasher Replacement for:
David Crockett High School**

Major Sub-Contractor	Name of Contractor	License Number	Expiration Date	Classificati
Geothermal	NONE REQUIRED			
Masonry	NONE REQUIRED			
HVAC	S B WHITE CO	4333	4/30/21	LMC



BLS
THOMPSON & LITTON

BID FORM

PROJECT IDENTIFICATION:

**Dishwasher Replacement for
David Crockett High School**

CONTRACT IDENTIFICATION NO:

T&L Project No. 15436

THIS BID IS SUBMITTED TO:

**Washington County Board of Education
405 W. College St.
Jonesborough, Tennessee 37659**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within the timeframe presented in the Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (A) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Number	Date
1	August 3, 2020
2	August 4, 2020

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (C) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions; and no additional

examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- (D) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing utilities at or contiguous to the site and assumes responsibility for the accurate location of said utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions.
- (E) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (F) Bidder has given Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
- (G) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (H) 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 the Tennessee Code §12-12-106.

4. Bidder will complete the Work for the following price:

BASE BID:

Lump sum price for Dishwasher Replacement for David Crockett High School including allowances as indicated in specification SECTION 01 2100 – ALLOWANCES, complete in accordance with drawings and specifications.

ONE HUNDRED NINETY SEVEN THOUSAND DOLLARS
Dollars (\$ 197,000⁰⁰)

continued on next page

5. Contract award will be based on the **Total Base Bid Amount** shown above as the Owner in its discretion decides to award.
6. **TIME OF COMPLETION:** The Bidder is to indicate the number of consecutive calendar days required to complete the work. 120 Days.
7. The following documents are attached to and made a condition of this Bid:
 - (A) Required Bid Security in the form of Bid Bond.
 - (B) Certification of Bidder Regarding Debarment.
 - (C) Workers' Compensation Certificate of Coverage.
 - (D) Drug-Free Workplace Affidavit of Prime Bidder.
 - (E) Affidavit of Compliance with Tennessee Criminal History Records Check Tennessee Code Annotated, Section 49-5-413.
8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

The following address: 303 E. Market St Johnson City, TN 37601
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

continued on next page

SUBMITTED on August 6, 2020.

(Attach Evidence of Authority to Sign.)

IF BIDDER IS:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

Email Address: _____

By (signature) _____

A Partnership

By _____
(Firm Name)

_____ (SEAL)
(General Partner)

Business address: _____

Phone No.: _____

Email Address: _____

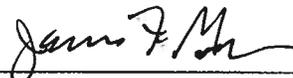
By (signature) _____

continued on next page

A Corporation

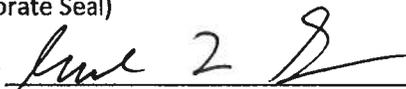
By J.E. Green Company
(Corporation Name)

Tennessee
(State of Incorporation)

By James F. Green  (SEAL)
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest  James T. Green
Assistant(Secretary)

Business address: 303 E. Market St Johnson City, TN 37601

Phone No.: 423-926-5161

Email Address: jimgreen@jegreenco.com

By (signature) 

WORKERS' COMPENSATION

Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on this project.

Evidence of coverage must be provided prior to commencement of Work.

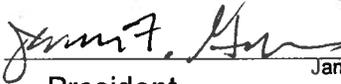
This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Tennessee Workers' Compensation Act. Yes No
Insurance Company Builders Mutual
Policy expiration date 4/1/2021
- B. is self-insured for workers' compensation. Yes

Title of Construction Contract: Dishwasher Replacement for David Crockett High School

Contract Number: T & L Project No. 15436

Signed by:  James F. Green

Title: President

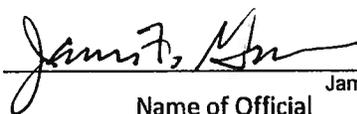
Firm Name: J.E. Green Company

Address: 303 E. Market Street

Johnson City, TN 37601

CERTIFICATION OF BIDDER REGARDING DEBARMENT

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the State of Tennessee, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the State of Tennessee.


Name of Official

James F. Green

President

Title

J.E. Green Company

Firm or Corporation

August 6, 2020

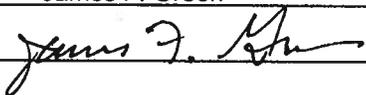
Date

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

The undersigned principal officer of J.E. Green Company, an employer of five (5) or more employees contracting with BLS Thompson & Litton to provide construction services, states under oath as follows:

1. The undersigned is a principal officer of J.E. Green Company (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 TCA §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 TCA §50-9-113.

Principal Officer Name James F. Green

Principal Officer Signature 

STATE OF Tennessee

COUNTY OF Washington

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

Witness my hand and seal this 6th day of August, 2020.

Notary Public

My commission expires:

SECTION 01 4550

**COMPLIANCE WITH PUBLIC ACTS 587 & 844
(WORKER BACKGROUND CHECK FOR REGISTERED SEX OFFENDERS
AND CONVICTION OF CERTAIN OTHER CRIMES)**

Background Check Requirement for School System Suppliers

In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) as amended by Public Act 844, Senate Bill 2356 to conduct criminal history background checks through the Tennessee Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a Registered Sex Offender or has been convicted of the expanded list of disqualifying crimes to come in direct contact with children or to come on or about school property while students are present.

Project Name: Dishwasher Replacement for David Crockett High School

School Address: 684 Old State Rte 34, Jonesborough, TN 37659

Signature of Authorized Representative: 

END OF SECTION

CNA SURETY

Bid Bond

Bond No. _____

CONTRACTOR:

(Name, legal status and address)

J. E. Green Company
303 East Market Street
Johnson City, TN 37601

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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.

OWNER:

(Name, legal status and address)

Washington County Board of Education
405 W. College St.
Jonesborough, TN 37659

BOND AMOUNT: Five percent (5%) of the amount of the attached proposal

PROJECT:

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

Dishwasher Replacement for David Crockett High School
Washington County, TN

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.

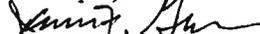
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 6th day of August, 2020.


(Witness)

J. E. Green Company

(Principal)



(Title) James F. Green, President
Western Surety Company

(Surety)



(Title) Christie Swinney, Attorney-in-fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Connie S Pendleton, Christie Swinney, Aaron R Jensen, Individually

of Kingsport, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of May, 2019.



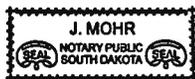
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of May, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th. day of August, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

WORKERS' COMPENSATION

Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on this project.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Tennessee Workers' Compensation Act. Yes No
Insurance Company Builders Mutual Insurance Company
Policy expiration date April 1, 2021
- B. is self-insured for workers' compensation. Yes

Title of Construction Contract: Dishwasher Replacement for David Crockett High School

Contract Number: T & L Project No. 15436

Signed by: 

Title: Aaron Jensen, Producer

Firm Name: Shafer Insurance Agency

Address: 4105 Fort Henry Drive, Suite 206

Kingsport, TN 37663

Rec'd 8:54

BIDDER: Preston Construction Co.
1503 Narrow Lane
Johnson City, TN 37604
Phone 423-926-0172
TN License No. 11606
Classification: BC-A & B, LMC
License Limit: Unlimited
Expiration: 4/30/2022

BID DATE: 8/6/2020 @ 3:00pm

PROJECT: Dishwasher Replacement for David Crockett High School
Washington County, TN

SUBCONTRACTORS:

	Name	License No	Limits	Classification	Expiration
Electrical	Less than \$25,000				
Plumbing	Less than \$25,000				
HVAC	Less than \$25,000				
Geothermal	None				
Masonry	None				



BID FORM

PROJECT IDENTIFICATION:

**Dishwasher Replacement for
David Crockett High School**

CONTRACT IDENTIFICATION NO:

T&L Project No. 15436

THIS BID IS SUBMITTED TO:

**Washington County Board of Education
405 W. College St.
Jonesborough, Tennessee 37659**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within the timeframe presented in the Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (A) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Number	Date
1	8/3/2020
2	8/4/2020

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (C) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions; and no additional

examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- (D) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing utilities at or contiguous to the site and assumes responsibility for the accurate location of said utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions.
- (E) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (F) Bidder has given Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
- (G) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (H) 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 the Tennessee Code §12-12-106.

4. Bidder will complete the Work for the following price:

BASE BID:

Lump sum price for Dishwasher Replacement for David Crockett High School including allowances as indicated in specification SECTION 01 2100 – ALLOWANCES, complete in accordance with drawings and specifications.

One hundred forty-eight thousand five hundred ^{no}100
Dollars (\$ 148,500)

continued on next page

5. Contract award will be based on the **Total Base Bid Amount shown above** as the Owner in its discretion decides to award.
6. **TIME OF COMPLETION:** The Bidder is to indicate the number of consecutive calendar days required to complete the work. 90 Days.
7. The following documents are attached to and made a condition of this Bid:
 - (A) Required Bid Security in the form of 5% Bid Bond.
 - (B) Certification of Bidder Regarding Debarment.
 - (C) Workers' Compensation Certificate of Coverage.
 - (D) Drug-Free Workplace Affidavit of Prime Bidder.
 - (E) Affidavit of Compliance with Tennessee Criminal History Records Check Tennessee Code Annotated, Section 49-5-413.
8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

richard@prestonconstructioncompany.com

The following address: 1503 Narrow Lane, Johnson City, TN 37604
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

continued on next page

SUBMITTED on August 6, 2020.

(Attach Evidence of Authority to Sign.)

IF BIDDER IS:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

Email Address: _____

By (signature) _____

A Partnership

By _____
(Firm Name)

_____ (SEAL)
(General Partner)

Business address: _____

Phone No.: _____

Email Address: _____

By (signature) _____

continued on next page

A Corporation

By Preston Construction Co.
(Corporation Name)

Tennessee
(State of Incorporation)

By John R. Preston (SEAL)
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest Cindy Carter
(Secretary)

Business address: 1503 Narrow Lane, Johnson City, TN 37604

Phone No.: 423-926-0172

Email Address: richard@prestonconstructioncompany.com

By (signature) 

CERTIFICATION OF BIDDER REGARDING DEBARMENT

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the State of Tennessee, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the State of Tennessee.

John R. Preston



Name of Official

President

Title

Preston Construction Co.

Firm or Corporation

8/6/2020

Date

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

The undersigned principal officer of Preston Construction Co., an employer of five (5) or more employees contracting with Washington County Bd of Educ. to provide construction services, states under oath as follows:

1. The undersigned is a principal officer of Preston Construction Co. (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 TCA §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 TCA §50-9-113.

Principal Officer Name John R. Preston
Principal Officer Signature 

STATE OF Tennessee
COUNTY OF Washington

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

Witness my hand and seal this 6th day of August, 2020.

Notary Public 
My commission expires: 05/01/2024



**Non-Collusion
Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion
Affidavit**

STATE OF Tennessee

COUNTY OF Washington

I state that I am (Title) the President of (Name of My Firm) Preston Construction Co. and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

STATE THAT:

The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.

Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. (Name of My Firm) Preston Construction Co., its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and

have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) Preston Construction Co. understands and acknowledges that the above representation are material and important and will be relied on by Washington County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Washington County of the true facts relating to submission of bids for this contract.

 President
Representative's Signature Title

Sworn to and subscribed before me this 6th day of August, 2020

 My commission expires: 5/1/2024
Notary Public



CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

(2) Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Preston Construction Co.

1503 Narrow Lane, Johnson City, TN

Name/Address of Organization Name/Title

President, John R. Preston

of Submitting Official


Signature

08/06/2020

Date

SECTION 01 4550

**COMPLIANCE WITH PUBLIC ACTS 587 & 844
(WORKER BACKGROUND CHECK FOR REGISTERED SEX OFFENDERS
AND CONVICTION OF CERTAIN OTHER CRIMES)**

Background Check Requirement for School System Suppliers

In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) as amended by Public Act 844, Senate Bill 2356 to conduct criminal history background checks through the Tennessee Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a Registered Sex Offender or has been convicted of the expanded list of disqualifying crimes to come in direct contact with children or to come on or about school property while students are present.

Project Name: Dishwasher Replacement for David Crockett High School

School Address: 684 Old State Rte 34, Jonesborough, TN 37659

Signature of Authorized Representative:  _____

END OF SECTION

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Preston Construction Co.
1503 Narrow Lane
Johnson City, TN 37604

OWNER:

(Name, legal status and address)

Washington County Board of Education
405 W. College Street
Jonesborough, TN 37659

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
P. O. Box 681597
Franklin, TN 37068-1597

BOND AMOUNT: Five percent (5%) of the amount of the attached proposal

PROJECT:

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

Dishwasher Replacement for
David Crockett High School
Washington County, TN

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 6th. day of August, 2020.

Cindy Cardeu
(Witness)

Preston Construction Co.
[Signature]
(Principal) (Seal)
President
(Title)

Christie Swiney
(Witness)

Travelers Casualty and Surety Company of America
[Signature]
(Surety) **Aaron R. Jensen** (Seal)
Attorney-in-fact
(Title)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Aaron R. Jensen** of **KNOXVILLE Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

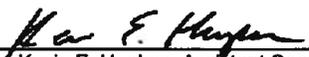
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th**. day of **August**, **2020**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

WORKERS' COMPENSATION
Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on this project.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Tennessee Workers' Compensation Act. Yes No
Insurance Company Selective Insurance Company of America
Policy expiration date 07/01/2021
- B. is self-insured for workers' compensation. Yes

Title of Construction Contract: Dishwasher Replacement for David Crockett High School
Washington County, TN

Contract Number: T & L Project No. 15436

Signed by: 
Title: Aaron Jensen, Producer
Firm Name: Shafer Insurance Agency
Address: 4105 Fort Henry Drive, Suite 206
Kingsport, TN 37663



ARCHITECTURE ENGINEERING

August 11, 2020

Mr. Phillip Patrick, Maintenance Supervisor
Washington County, Dept. of Education
405 W College Street
Jonesborough, TN 37659

RE: Dishwasher Replacement for
David Crockett High School
Washing County, TN
TL Project No. - 15436

Dear Phillip,

Bids were received on Thursday, August 6, 2020 in regards to the Dishwasher Replacement for David Crockett High School. The qualifying low bidder for the work was Hoilman Construction Company, Inc., with a low bid amount of \$138,103.00. We recommend that the construction contract be awarded to Hoilman Construction Co, Inc. Final award of the Bid is at the discretion of the Washington County School Board.

Thank you for your assistance throughout the Bid process. If you have any questions or comments, please contact us.

Sincerely,

BEESON, LUSK AND STREET, INC.

Jerry Sartain

Jerry Sartain, AIA
Senior Architect.

Pc: Doug Hoilman, Hoilman Construction Co.
File