



FLOYD COUNTY BOARD OF EDUCATION  
Anna Whitaker Shepherd, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Stone, Member - District 5

**Consent Agenda Item (Action Item):** Consider/Approve bid for the Prestonsburg High School Track Improvements, pending KDE approval.

**Applicable State or Regulations:** Capital Construction Process 702 KAR 4:160

**Fiscal/Budgetary Impact:** Initial BG-1 cost is \$616,781.

**History/Background:**

June 27, 2022

Board approved Initial BG-1 (Order# 20072).

February 13, 2023

Board approved construction documents and to advertise for bids (Order# 20208).

March 30, 2023

Bids were received and opened by Kevin McCalla, RossTarrant Architects. Three (3) bids were received. See attached Bid Tabulation and Letter of Recommendation from Architect.

**Recommended Action:** To approve bid and a construction contract for Standafer Builders Inc in the amount of \$647,500 no Alternate, pending KDE Approval.

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

N/A  
Principal

Linda Hackworth  
Director

Anna Whitaker Shepherd  
Superintendent

**Date:** March 30, 2023



rosstarrant architects

architecture civil engineering landscape architecture interior design

March 30, 2023

Linda Hackworth  
Chief Facilities Officer  
Floyd County Schools  
442 KY RT. 550  
Eastern, Kentucky 41622

Re: Prestonsburg High School Track Improvements  
Prestonsburg, KY  
BG 22-513  
RTA 2233

Dear Ms. Hackworth:

Upon receipt and review of bids received on March 29, 2022 for the above referenced project, we find no reason not to recommend award of a construction contract to the lowest qualified bidder, Standafer Builders, Inc., for the base bid amount.

If acceptable, the Board should consider a motion to award a construction contract to Standafer Builders, Inc. for a total amount of \$647,500, and to approve a revised BG-1 form that reflects this amount.

If you have any questions or comments concerning the bids and this recommendation, please contact me at 859-254-4018 or mhughes@rosstarrant.com.

Sincerely,

Michael Hughes, AIA, LEED AP  
Project Manager

/mth

Enclosures

c: Mary Lynne Lange; Sarah Lamere  
File 2233-140  
Letter of Recommendation\_230330\_Standafer Builders, Inc.



**BID-TABULATION**  
**Prestonsburg HS Track Replacement**

**RTA PROJECT NO. 2033**  
**March 29, 2023**

BIDDER	BID BOND	ADDENDA (1)	BASE BID	ALT. #1 Loose Track Equipment	ALT. #2 N/A	ALT. #3 N/A	TOTAL
1 Alliance Corporation Prestonsburg, KY 606-886-8748	✓	✓	788,000	121,465			
2 PCC Sports Lees Summit, MO 816-309-0843	✓	✓	778,403	131,570			
3 Standafer Builders, Inc. West Liberty, KY 606-743-4435	✓	✓	647,500	130,000			
4							
5							
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10							

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Standafer Builders, Inc.  
1178 West Main Street  
West Liberty, KY 41472

**SURETY:**

*(Name, legal status and principal place of business)*

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

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)*

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

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

**PROJECT:**

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

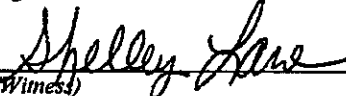
Prestonsburg High School Track Improvements

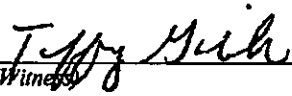
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 29th day of March, 2023

  
*(Witness)*

  
*(Witness)*

  
Standafer Builders, Inc.  
*(Principal)* *(Seal)*

*(Title)* Jeff Standafer, President  
Atlantic Specialty Insurance Company  
*(Surety)*

  
*(Title)* Nancy Nemet, Attorney-in-Fact *(Seal)*



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Stella Adams, G. Dale Derr, Tammy Masterson, Mark Nelson, Nancy Nemece, Randal T. Noah, Liz Ohl, Katie Rose, Tiffiany Gobich, Evan R. Derr, Audria Coleman, Kelsey Becker, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney in Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

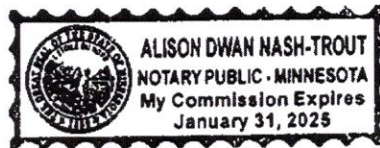
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of March, 2023.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary

BG No. 22-513

Date March 29, 2023 To: (Owner) Floyd County Board of Education

Project Name: Prestonsburg High School Track Improvements Bid Package: NA (GC)

City, County: Prestonsburg, Floyd County, Kentucky

Name of Contractor: STANDAFER BUILDERS, INC.

Mailing Address: P.O. BOX 247, WEST LIBERTY, KENTUCKY 41472

Business Address: 1178 W. MAIN, WEST LIBERTY, KY 41472 Telephone 606.743.4435

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum 1 (Insert the addendum numbers received or the word "none" if no addendum received.)

**BASE BID:** For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

647,500.00  
Use Figures

Six hundred Forty Seven Thousand Five Hundred Dollars & 2500 Cents  
Use Words Use Words

**ALTERNATE BIDS:** (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
Alt. Bid No. 1	Track & Field Loose Equipment	\$ 130,000		<input type="checkbox"/>
Alt. Bid No. 2				<input type="checkbox"/>
Alt. Bid No. 3				<input type="checkbox"/>
Alt. Bid No. 4				<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>

**A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.**

**DIRECT MATERIAL PURCHASES:**

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER DESCRIPTION</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER AMT.</u></b> (to be filled out by the Contractor)
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**LIST OF PROPOSED SUBCONTRACTORS:**

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

The bidder shall submit the list of subcontractors with the bid.

	<b>BRANCH OF WORK</b> (to be filled out by the Architect)	<b>SUBCONTRACTOR</b> (to be filled out by the contractor)
1.	Earthwork	General Con.
2.	Asphalt Pavements	General Con.
3.	Concrete Curbs and Pavements	Fox Enterprises
4.	Rubber Track Surface Installer	New ERA Surfacing
5.	Synthetic Turf Installer	Sports Scapes ✓
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	<b>BRANCH OF WORK</b> (to be filled out by the Architect)	<b>SUBCONTRACTOR</b> (to be filled out by the contractor)
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**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:**

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<b><u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u></b> (to be filled out by the Architect or Contractor)	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>MANUFACTURER</u></b> (to be filled out by the Contractor)
1.	Concrete Curbs/Pavements	Fox	Wells
2.	Asphalt Pavement	Mountain Ent.	Mountain Ent.
3.	Rubber Track Surface	New ERA	Plexitrac
4.	Track & Field Equipment (Alternate No. 1)	Sportsfield Specialties	Sportsfield Specialties
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	<b>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</b> (to be filled out by the Architect or Contractor)	<b>SUPPLIER</b> (to be filled out by the Contractor)	<b>MANUFACTURER</b> (to be filled out by the Contractor)
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**UNIT PRICES:**

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

**A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.**

**The bidder shall submit the list of unit prices within one (1) hour of the bid.**

	<b>WORK</b> (to be filled out by the Architect)	<b>PRICE / UNIT</b> (to be filled out by the Contractor)	<b>UNIT</b> (to be filled out by the Contractor)
1	Trench earth excavation and off-site disposal of unsatisfactory soils and replacement with DGA, installed and compacted (Allowance No. 1)	15	/CY
2	Mass earth excavation and off-site disposal	10	/CY
3	Trench earth excavation and off-site disposal	12.50	/CY
4	Trench rock excavation and off-site disposal	50	/CY
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	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
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	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
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	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
45.			
46.			
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**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER:

STANDAER BUILDER, INC.

AUTHORIZED

REPRESENTATIVE'S

NAME:

Signature

AUTHORIZED

REPRESENTATIVE'S  
JEFF STANDAER

NAME

(printed):

AUTHORIZED REPRESENTATIVE'S TITLE: PRESIDENT

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

**This form shall not be modified.**



**SECTION 004140  
 BIDDER'S QUALIFICATION**

**PART I GENERAL**

**1.01 BIDDER'S QUALIFICATION**

Company Name: STANDAFER BUILDERS, INC.

Mailing Address:

P.O. BOX 247  
WEST LIBERTY, KENTUCKY 41472

Shipping Address:

1178 WEST MAIN  
WEST LIBERTY, KY 41472

Telephone: 606-743-4435

Fax Number: 606 743 7401

Email (if applicable): STANDBU@MRTC.COM

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

<u>MORGAN CO. HIGH SCHOOL FOOTBALL FIELD</u>	<u>\$ 2,250,735.56</u>
Owner: <u>MORGAN CO. BOARD OF EDUCATION</u>	Telephone: <u>606-743-8002</u>
<u>RACELAND MIDDLE SCHOOL TRACK</u>	<u>\$ 3,657,282</u>
Owner: <u>RACELAND WORTHINGTON SCHOOLS</u>	Telephone: <u>606-836-7218</u>
<u>BCTC EAST LOUDON PARKING LOT PHASE 4</u>	<u>\$ 626,437</u>
Owner: <u>COMMONWEALTH OF KY</u>	Telephone: <u>502-782-0321</u>
<u>ESTILL CO. BUS GARAGE</u>	<u>\$ 1,906,851</u>
Owner: <u>ESTILL CO. BOARD OF EDUCATION</u>	Telephone: <u>606-723-2181</u>
<u>ESTILL CO. HIGH SCHOOL PAVING PHASE 7</u>	<u>\$ 308,913</u>

Owner: ESTILL CO. BOARD OF EDUCATION Telephone: 606 723-2181

We now have the following jobs under contract and bonded:

<u>BREATHITT CO. ELEMENTARY SCHOOL</u>	<u>\$ 8,454,466</u>
<u>BREATHITT CO. FIELDHOUSE/CONCESSION BLDG</u>	<u>\$ 1,767,553</u>
<u>ROWAN CO. BASEBALL/TENNIS COMPLEX</u>	<u>\$ 3,310,156</u>
<u>LEE CO. ELEMENTARY ESSER III</u>	<u>\$ 40,400</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>

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

DAVID PHIPPS

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

LARRY LEWIS

**END OF SECTION**

**SECTION 004142  
 BIDDER'S FINANCIAL STATEMENT**

**PART I GENERAL**

**1.01 BIDDER'S QUALIFICATIONS**

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

- A. A permanent place of business is maintained at: 1178 WEST MAIN, WEST LIBERTY, KY 41472
  
- B. The following construction Plant and Equipment will be made available for use of this Contract:  
WE OWN ALL TRUCKS, EQUIPMENT AND TOOLS NECESSARY TO COMPLETE THIS PROJECT  
IN A TIMELY MANNER
  
- C. Adequate finances are possessed as indicated: (Note: A prepared Company certified financial statement may be substituted in lieu of the following.)

Conditions at close of business DECEMBER 31, 20 22

**1.02 ASSETS**

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

**1.03 LIABILITIES**

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

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

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

ATLANTIC SPECIALTY INSURANCE  
 (Surety Company)

Signed: Nancy Neme  
Nancy Neme, Attorney-in-Fact  
(Representative of Surety Company)

Agent: ASSUBED PARTNERS

Address: 5905 E. GALBRAITH RD. STE 5000  
CINCINNATI, OH 45236

END OF SECTION

Part 1 1.02.01.03

Standafer Builders, Inc.

Balance Sheet at December 31

2022

		<u>2022</u>
<b>Assets</b>		
Current Assets:		
Cash	\$ 1,166,864	
Contracts receivable, net of allowance for doubtful accounts of \$136,126	1,992,969	
Costs of estimated earnings in excess of billings on uncompleted contracts	68,226	
Other current assets	<u>30,742</u>	
Total current assets		\$ 3,258,801
Right-of-use asset - net - operating lease		596,536
Property and equipment - net		<u>1,860,579</u>
<b>Total assets</b>		<u><u>\$ 5,715,916</u></u>
<b>Liabilities</b>		
Current liabilities:		
Current portion of operating lease obligation	50,397	
Accounts payable	710,454	
Accrued expenses	40,943	
Accrued distributions	7,775	
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>177,153</u>	
Total current liabilities		\$ 986,722
Long-term portion of operating lease obligation		<u>546,139</u>
<b>Total liabilities</b>		1,532,861
<b>Stockholders' equity</b>		
Common stock: no par value 10,000 shares authorized, issued, and 10,000 shares outstanding.	112,775	
Retained earnings	<u>4,070,280</u>	
<b>Total stockholders' equity</b>		4,183,055
<b>Total liabilities and stockholders' equity</b>		<u><u>\$ 5,715,916</u></u>

The accompanying notes are an integral part of these financial statements.

# Kentucky Department of Education Version of AIA Document A101 – 2007

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

AGREEMENT made as of the 14th day of April  
in the year 2023  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*  
Floyd County Board of Education  
442 KY Route 550  
Prestonsburg, Kentucky 41622-6926

and the Contractor:  
*(Name, legal status, address and other information)*  
Standafer Builders, Inc.  
PO Box 247  
West Liberty, Kentucky 41472

for the following Project:  
*(Name, location and detailed description)*  
Prestonsburg High School Track Improvements  
Prestonsburg, Floyd County, Kentucky  
BG 22-513  
RTA 2233

The Architect:  
*(Name, legal status, address and other information)*  
RossTarrant Architects, Inc.  
101 Old Lafayette Avenue  
Lexington, Kentucky 40502

The Owner and Contractor agree as follows.



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

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

infr.

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**TABLE OF ARTICLES**

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

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

**§ 3.2** The Contract Time shall be measured from the date of commencement.

inst.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than August 1, 2023 ( ) days from the date of commencement, or as follows: *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

**Liquidated Damages:** As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of five hundred dollars and no cents (\$ 500.00 ), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be six hundred forty-seven thousand, five hundred dollars and no cents (\$ 647,500.00 ), subject to additions and deductions as provided in the Contract Documents.

*(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)*

	Amount
Base Bid	\$ 647,500.00
Sum of Accepted Alternates	\$ .00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 647,500.00
Sum of Owner's direct Purchase Orders	\$ .00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 647,500.00

Init.



§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)*

Number	Item Description	Amount
	None.	
	<b>Total of Alternates</b>	

§ 4.3 Unit prices, if any:

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

Refer to the Contractor's Form of Proposal for a list of unit prices incorporated into this Agreement.

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)*

Item	Price
#1 - Trench earth excavation, off-site disposal, DGA replacement	\$3,750.11

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

Init.

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 -- KDE Version.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007 -- KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 -- KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Init.

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007 — KDE Version, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007 — KDE Version
- Litigation in a court of competent jurisdiction where the Project is located
- Other: *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 — KDE Version.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 — KDE Version.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Not applicable.

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

To be determined.

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

To be determined.

Init.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

None.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:  
*(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)*

Document	Title	Date	Pages
007300	Supplementary Conditions		8

§ 9.1.4 The Specifications  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Refer to Project Manual Index.

Section	Title	Date	Pages
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Init.

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

Refer to Drawing Index.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:  
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
1	March 17, 2023	4

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

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

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

Init.

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

- A. AIA Document A701-1997, Instructions to Bidders — KDE Version
  - B. Contractor's Form of Proposal
  - C. KDE Purchase Order Summary Form
- Supplemental Instructions to Bidders

**ARTICLE 10 INSURANCE AND BONDS**

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

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

Refer to Specifications Section 007300 - Supplementary Conditions for additional bond and insurance requirements.

**Type of Insurance or Bond**

**Limit of Liability or Bond Amount (\$0.00)**

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONTRACTOR (Signature)

\_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
 (Printed name and title)

init.

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**Special Called Meeting**  
February 13, 2023 5:00 PM  
In Person and Teleconference  
Floyd County Board of Education Drs. Chandra and Mahendra Varia Media Center  
Eastern, KY

**Attendance Taken at : 5:00 PM**

**Present Board Members:**

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

**Absent Board Members:**

Dr. Chandra Varia

Anna Shepherd, Board Secretary and Board Attorney was not in attendance.

1. Call to Order - Roll Call

2. Consider/Approve Construction Documents and Request to advertise to bid the Prestonsburg High School Track Improvements

**Order #20208 - Motion Passed:** Approval of Construction Documents and Request to advertise to bid the Prestonsburg High School Track Improvements passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

**4 Yeas - 0 Nays**

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

3. Consider/Approve Phase 3 Bid Packages 4, 5, 6, 7 - for the Bus Garage

**Order #20209 - Motion Passed:** Approval of Phase 3 Bid Packages 4, 5, 6, 7 - for the Bus Garage passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

**4 Yeas - 0 Nays**

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

4. Consider/Approve 2023-2024 School Calendar (1st Reading-two readings required)

**Order #20210 - Motion Passed:** Approval of 2023-2024 School Calendar (1st Reading-two readings required) passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.



C. Accept Notification of Personnel Matters

**Order #20069 - Motion Passed:** passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

**5 Yeas - 0 Nays**

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

1. Actions Taken

2. Requests for Leaves of Absences

D. Receive report from CMTA Energy Solutions on the Guaranteed Energy Savings Project

**Order #20070 - Motion Passed:** Received report from CMTA Energy Solutions on the Guaranteed Energy Savings Project passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

**5 Yeas - 0 Nays**

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

E. Consider/Approve Standard Form of Agreement between Owner (FCBOE) and RossTarrant for the Prestonsburg High School Track Improvements

**Order #20071 - Motion Passed:** Approval of Standard Form of Agreement between Owner (FCBOE) and RossTarrant for the Prestonsburg High School Track Improvements passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

**5 Yeas - 0 Nays**

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

**F. Consider/Approve BG-1 for the Prestonsburg High School Track Improvements**

**Order #20072 - Motion Passed:** Approval of BG-1 for the Prestonsburg High School Track Improvements passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

**5 Yeas - 0 Nays**

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes

Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

**G. Receive presentation on attendance**

**Order #20073 - Motion Passed:** passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

**5 Yeas - 0 Nays**

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

**H. \*Consider/Approve revised BG-1 (BG# 22-315) for School Access Control Systems**

**Order #20074 - Motion Passed:** Approval of revised BG-1 (BG# 22-315) for School Access Control Systems passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

**5 Yeas - 0 Nays**

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

**I. \*Consider/Approve BG-2, BG-3, and Construction Documents (BG# 22-315) for School Access Control Systems**

**Order #20075 - Motion Passed:** Approval of BG-2, BG-3, and Construction Documents (BG# 22-315) for School Access Control Systems passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

**5 Yeas - 0 Nays**

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

**J. \*Receive report from Trace Creek and RossTarrant for the rebuild of the Bus Garage**

**Order #20076 - Motion Passed:** passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

**5 Yeas - 0 Nays**

Ms. Linda Gearheart	Yes
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