



# Every Child Every Day

**SUPERINTENDENT**  
TONYA HORNE-WILLIAMS

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KEITH SMALLWOOD

**Consent Agenda Item (Action Item):** Consider/Approve Change Order#1 with Rising Sun Developing for the BLES School Gym Renovation

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

**Fiscal/Budgetary Impact:** This change order is in the amount of \$42,885.40

**History/Background:** Following Board approval and KDE authorization of change orders to the cost of a project. The original BG-1 for the Betsy Layne ES Gymnasium Renovations on June 23, 2025 for \$3,516,568.57. The revised BG-1 in the amount of \$3,516,558.57 was approved on December 15<sup>th</sup>.

The change order does not include changes in the contract sum, contract time or guaranteed maximum price. The change order is now necessary to due asbestos abatement of approximately 175 TSI pipe elbows from all the hydronic piping that is set to be replaced during this renovation.

**Recommended Action:** To approve Change Order #1 as presented.

**Contact Person(s):**

Kevin O'Quinn, Director of Facilities

606-874-9569

Director

Superintendent

**Date:** January 16, 2026

**CHANGE ORDER**

DATE:	01/05/2026	CO #:	01
TO:	Rising Sun Developing 2555 Palumbo Drive, #110 Lexington, Kentucky 40509	PROJECT:	Betsy Layne Elementary School Gym Renovation Floyd County, Kentucky BG 25-434 RTA 25013
CONTRACT DATE:	November 3 <sup>rd</sup> , 2025	CONTRACT FOR:	General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)*

Upon discovery of additional hazardous materials during construction, contractor has provided pricing to abate these materials.

In accordance with Contractor Correspondence of 12/29/25 (copy attached) Provide asbestos abatement of approximately 175 TSI pipe elbows from all the hydronic piping that is set to be replaced during renovation.

<b>TOTAL AMOUNT OF THIS CHANGE ORDER:</b>	<b>\$32,885.40</b>
The original Contract Sum was	\$ 2,396,043.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,396,043.00
The Contract Sum will be Increased by this Change Order in the amount of	\$ 32,885.40
The new Contract Sum including this Change Order will be	\$ 2,428,928.40
The Contract Time will be Increased	7 DAYS
The Date of Substantial Completion as of the date of this Change Order is therefore	July 13 <sup>th</sup> , 2026

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

RossTarrant Architects, Inc.  
101 Old Lafayette Avenue  
Lexington, Kentucky 40502

**ARCHITECT** *(Firm name and address)*



**BY** *(Signature)*

Michael Hughes

*(Typed or printed name)*

01/16/2026

**DATE**

Rising Sun Developing  
2555 Palumbo Drive, #110  
Lexington, Kentucky 40509

**CONTRACTOR** *(Firm name and address)*



**BY** *(Signature)*

Michael Prater

*(Typed or printed name)*

01.16.26

**DATE**

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

**OWNER** *(Firm name and address)*

**BY** *(Signature)*

*(Typed or printed name)*

**DATE**



Labor Total:	\$	-
Material Total:	\$	-
Equipment Total:	\$	-
Subcontractor Total:	\$	28,596.00
15% OHP		4,289.40
Grand Total:	\$	32,885.40



## A&M Industrial Services

115 Collision Center Dr. Unit 100  
Frankfort, Kentucky 40601  
(502) 321-4113 reed@amddemo.com - (502) 320-9397 zach@amddemo.com

TO:
Rising Sun Developing, Inc
ATTN: Michael Prater

DATE:	TERMS:
12/23/25	30 Days

SUBMITTED BY:
Reed Mills

PROJECT NAME:	PROJECT LOCATION:
Betsy Layne - TSI Pipe Abatement	256 School St - Betsy Layne, KY 41622

### Scope of Work:

Change Order Scope of Work - A&M will mobilize with appropriate personnel and equipment to perform asbestos abatement of approximately 175 TSI pipe elbows from all of the gas piping that is set to be replaced during renovation. This quote is based on a wrap and cut removal method, critical barriers will be required to be put into place to section off working areas and critical clearances will have to be ran due to this being a school building.

### Assumptions:

- 1) A&M to supply all materials, licensed labor, waste removal and waste disposal.
- 2) A&M to complete and submit a revision of the 10 day abatement notification to the state.
- 3) A&M to abate using the wrap and cut abatement method which will require critical barriers to be in place and clearances to be ran upon completion.
- 4) A&M to perform this scope of work during the same mobilization as the already awarded abatement scope.
- 5) Adequate space for our dumpster placement will be made.
- 6) No non licensed abatement personnel will be aloud in the abatement areas while abatement is being completed. Contractors will need to remain out of the

### Exclusions:

- 1) Providing of on site water and electric
- 2) Abatement beyond the approximate 175 pipe elbows found throughout on the gas lines.
- 3) Weekend or Holiday working hours
- 4) The removal of the schools belongings from the working area. School to handle this prior to A&M arriving on site.
- 5) Glove banging or building of full containment for the abatement

### Notes:

- 1) A&M is to be paid no later than 30 days upon GC having received invoice for work complete. No retainage held.
- 2) Scope of work is expected to take approximately 1 week. Clearances to take 2 days to perform and another 2-3 days for analysis.
- 3) 1 mobilization has been included. If additional are required to no fault of A&M they will be subject to a \$1,000 CO each.

Description	Units	Unit	Unit Rate	Subtotal
Change Order Scope of Work			\$	22,096.00
Clearances - CMEC			\$	6,500.00
Payment Policy - Invoices not remitted by prescribed due date will be assessed a 1.5% late fee per month until payment is received				
Total			\$	28,596.00

### Proposal Acceptance

CLIENT SIGNATURE	DATE	NAME & TITLE OF AUTHORIZED REPRESENTATIVE

INSURANCE - AMD maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with combined single limit of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days' written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Chase will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by AMD in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for abatement services or by our furnishing oral or written reports.

RIGHT-OF- ENTRY - Unless or otherwise agreed, Client will furnish right-of-entry on the property for us to do the planned work. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to our work and notify the Kentucky Underground Protection "Before U Dig". AMD field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate work within a reasonable distance of each designated location. If AMD is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, AMD will give special instructions to its field personnel. As evidenced by client's acceptance of this proposal, Client agrees to indemnify and save harmless AMD from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to AMD in writing, and to reimburse AMD for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAFETY - Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, including preparation of a site safety and health plan where applicable, and that these requirements will apply continuously and not be limited to normal working hours.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky.

Client Signature	Date:
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