



**ROBERT EHMET HAYES & ASSOCIATES, PLLC**  
465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017  
859-331-3121

October 22, 2024

VIA EMAIL

To: Mr. Rick Wolf, Superintendent  
Dayton Independent Schools

RE: Dayton Independent Schools  
Dayton Independent Schools – Stadium - BP #2 – Stadium  
DPO – Graybach - Toadvine  
BG #23-538 / REH #168-523

Enclosures: 1. Copy of Change Order No. 1.

Please note KDE's Supplemental Form attached (requires additional signatures).

Action

- Required:
1. Obtain Board approval.
  2. Execute the Change Order and the Supplemental Form, as appropriate.
  3. Retain a fully executed copy for your file
  4. Return an executed copy, along with the executed Supplemental Form, to this office and we will upload to KDE's FACPAC website on your behalf.

If you have any questions in this regard, please call

\_\_\_\_\_  
Joseph Hayes

JAH:jhf

# **AIA® Document G701® – 2017**

## Change Order

<b>PROJECT: (Name and address)</b> Dayton Independent Schools - Stadium Dayton Schools Campus Dayton, Kentucky 41074 REH #168-523 / BG #23-538	<b>CONTRACT INFORMATION:</b> Contract For: Total Construction Date: March 5, 2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: October 22, 2024
<b>OWNER: (Name and address)</b> Dayton Independent Board of Education 200 Clay Street Dayton, Kentucky 41074	<b>ARCHITECT: (Name and address)</b> Robert Ehmet Hayes & Associates, PLLC 465 Centre View Boulevard Crestview Hills, Kentucky 41017	<b>CONTRACTOR: (Name and address)</b> Toadvine Enterprises 14800 Taylorsville Road PO Box 190 Fishersville, Kentucky 40023

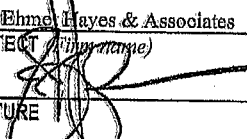
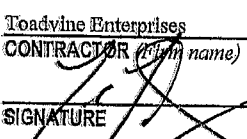
**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Change Order 1 - Deduct for Black Vinyl Chain Link in lieu of Vertical Picket Railing - Deduct \$(150,000)

The original Contract Sum was		\$ 435,000.00
The net change by previously authorized Change Orders		\$ 0.00
The Contract Sum prior to this Change Order was		\$ 435,000.00
The Contract Sum will be decreased by this Change Order in the amount of		\$ 150,000.00
The new Contract Sum including this Change Order will be		\$ 285,000.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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.**

Robert Ehmet Hayes & Associates ARCHITECT <i>(Firm name)</i> <hr/> SIGNATURE  <hr/> Joe Hayes, Architect PRINTED NAME AND TITLE <hr/> DATE	Toadvine Enterprises CONTRACTOR <i>(Firm name)</i> <hr/> SIGNATURE  <hr/> CHRIS TOUSSAINT - COO PRINTED NAME AND TITLE <hr/> 10/31/24 DATE	Dayton Independent Board of Education OWNER <i>(Firm name)</i> <hr/> SIGNATURE <hr/> Rick Wolf, Superintendent PRINTED NAME AND TITLE <hr/> DATE
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# FACPAC PO Change Order Supplemental Information Form (Ref# 61045)

Form Status: Saved

Tier 1 Project: Project One - Single Campus and Stadium

BG Number: 23-538

Status: Active

District: Dayton Independent (HB678) (147)

Phase: Project Initiation (View Checklist)

Contract: Graybach, LLC, 0002, Stadium

Type: General Contractor

Proposed

Purchase Order Number: 4

Vendor Name: Toadvine Enterprises

Change Order Number	1
Time Extension Required	No
Date Of Change Order	10/22/2024
Change Order Amount To Date	Decrease

## Construction Contingency

Calculations below are project wide. Remaining negative Construction Contingency may require the submission of a revised BG1.

Current Approved Amount	\$564,530.00
Net Approved COs	\$-1,440.00
Remaining After Approved COs	\$565,970.00
Net All COs	\$-589,952.00
Remaining After All COs	\$1,154,482.00

This Requested Change Order Amount (\$150,000.00)

+/-

Change In A/E Fee This Change Order

+/-

Change In CM Fee This Change Order

+/-

Remaining Construction Contingency

Balance

Contract Change Requested By Local Board of Education

Contract Change Reason Code Reduction of Scope

Change Order Description And Justification

DPCOR#1 - Deduct for Black Vinyl Chain Link in lieu of Vertical Picket Railing - Deduct \$(150,000.00)

Cost Benefit To Owner

DPCOR#1 - Owner has decided to go with the Black Vinyl Chain Link Fence in order to save cost.

Contract unit prices have been utilized No to support the cost associated with this change order.

## Detailed Cost Breakdown

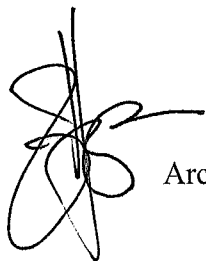
Contract unit prices have not been utilized, provide a detailed cost breakdown which separates labor, material, profit and overhead.

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Detail Item	Amount	Percent of Total
Labor		0.00%
Materials	(\$150,000.00)	100.00%
Profit and Overhead		0.00%
Bond Insurance		0.00%
<b>Cost Breakdown Total:</b>	<b>\$-150,000.00</b>	

Cost for this Change Order supported No by an alternate bid or competitive price quote  
Explain Why

# Change Order Supplemental Information Form Signature Page (Online Form Ref# 61045)



Architect

10/24/24

Date

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date

# TOADVINE

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## TOADVINE PROPOSAL

2/29/2024

To: General Contractors

From: Chris Toadvine

Job Name: Dayton Independent Football – Athletic Complex – Bid Package 2: Stadium

Job Location: Dayton, KY

Bid Date: 2-29-24

Addendums: 1,2,3

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PRICE BASED ON A DIRECT PURCHASE ORDER (DPO) FOR MATERIALS WITH TOADVINE AND LABOR AS SEPARATE CONTRACT WITH VINE & BRANCH LLC

### SECTION 131270 HOME BLEACHERS

We propose to furnish the following as manufactured by DANT CLAYTON using standard design, materials, construction sizes and colors.

#### DANT CLAYTON ALUM-A-STAND GRANDSTAND.

- 15 ROWS X 153' LONG
- SEATS: 1246
- 3" TUBE AND CHANNEL UNDERSTRUCTURE
- 8" RISE PER ROW X 24" ROW SPACING
- 48" ELEVATION AT FRONT WALKWAY
- FULLY CLOSED SLIP AND STAIN RESISTANT WALK SURFACES
- POWDER COATED COLORS AT RISER BOARDS AISLES AND FRONT SKIRTING.
- VPR -Aluminum Picket Railing
- (1) RAMP - (3) STAIRS
- ANODIZED BENCH SEATING
- ALUMINUM PICKET RAILING – POWDER COATED

TOTAL MATERIALS DELIVERED PRICE – DIRECT PO TO TOADVINE: \$ 435,000.00

INSTALLATION (GRANDSTANDS ONLY)– SEPARATE WITH VINE & BRANCH LLC: \$ 42,700.00

**\*DEDUCT FOR BLACK VINYL CHAIN LINK IN LIEU OF VERTICAL PICKET RAILING. (-\$150,000.00)**

PRICE BASED ON A DIRECT PURCHASE ORDER (DPO) FOR MATERIALS WITH TOADVINE AND LABOR AS SEPARATE CONTRACT WITH VINE & BRANCH LLC

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## SECTION 116800 PLAYFIELD EQUIPMENT AND STRUCTURES & DRAWING SD1 FOOTBALL, DISCUS THROWING PAD

ALL EQUIPMENT IN SECTION 116800 AND DRAWING SD1 ARE PRICED FOR DELIVERY ONLY IN CARE OF TOADVINE ENTERPRISES. UNLOAD AND INSTALL BY OTHERS.

We propose to furnish the following as manufactured by PORTER using standard design, materials, construction sizes and colors.

### PRICING INCLUDES:

- (1) Pair of Aluminum Football Goal Posts (Color TBD)
  - 8' Offset – 23' X-Bar – 20' Uprights
- (2) Ground sleeves for aluminum goal posts
- (2) Football Access Frame Kits – Turf Covered
- (1) Pair U90 Premier Nesting Soccer Goals (8' x 24')
- (1) Discus Circle – Aluminum
- (1) Hammer Conversion Circle – 7 Piece

**TOTAL MATERIALS DELIVERED PRICE WITH TAX** **\$ 27,554.00**  
(Direct PO with Toadvine Enterprises.)

**NOTE: PRICING EXCLUDES BACKSTOP NETTING.**

### Exclusions and Clarifications:

1. Installation of ALL Equipment in Section 116800 and Drawing SD1 – By Others.
2. Items To Be Delivered Directly To Job Site – In Care of Toadvine Enterprises
3. Architectural Fees
4. Any Liquidated, Consequential and/or Actual Damages clauses.
5. Any equipment not specified in pricing listed above

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**Terms: Net 30 Days**

Respectfully,  
Toadvine Enterprises

BY: *Chris Toadvine*

**ACCEPTED:** \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Date)

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time. Pricing assumes delivery no later than MARCH, 2025 . Delivery beyond this date shall require a Change Order for any additional escalation fees that are incurred to Toadvine Enterprises by the manufacturer.

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## **EXCLUSIONS & CLARIFICATIONS:**

### **APPLICABLE UNLESS SPECIFICALLY CALLED OUT IN THE SCOPE ABOVE**

#### **CONTRACT ITEMS**

1. Pay if paid terms
2. No damages for delay clauses
3. Liquidated and consequential damages
4. Accelerations or changes to our schedule without and equitable contract price adjustment
5. Unreasonable limitations on profit and overhead charges in connection with change orders
6. Builders Risk Insurance
7. Insurance limits exceeding, or other requirements beyond, the attached standard insurance certificate & endorsements.
8. Waiver of lien or bond rights prior to receiving payment

#### **DESIGN AND CONSTRUCTION ITEMS**

9. Demolition.
10. Temporary Access (roadways, bridges, matting, etc.)
11. Field Welding
12. Geotechnical Services.
13. Special Inspection Services.
14. Testing and Inspections Services.
15. Protection of our work from the work performed by others.
16. Obtaining building permits of any kind.
17. Services for early foundation design.
18. Services resulting from changes of scope, magnitude and timeline of the project as described.
19. Services resulting from corrections or revisions required because of errors or omissions in construction by the contractor or other subcontractors.
20. Shimming more than amount included in bid.
21. Shimming for work performed by others that is out of industry standard tolerance or tolerances noted on Toadvine Enterprises design documents.
22. Toadvine Enterprises will not be responsible for locating utilities, unless noted otherwise in our proposal. The owner/GC or CM is obligated to ensure that all utilities are properly marked and shown to Toadvine Enterprises prior to beginning of work. Toadvine Enterprises will not be responsible for unmarked, miss-marked, private, or otherwise unknown utilities.
23. BIM requirements
24. Design or construction of shoring and bracing for excavations and buildings or underpinning of adjacent structures.
25. Services required for investigating or making measured drawings of existing conditions or verification of drawings and information provided by the owner, CM/GC, architect or other third party.
26. Verification of field measurements after our design drawings have been approved.
27. Lightning protection or electrical grounding cables, unless noted otherwise in our proposal.
28. Composite clean-up crew participation.
29. Multiple cleaning iterations of installed materials



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30. Dust control
  31. Flagmen, street barriers, permits to close streets, etc.
  32. Task lighting
  33. Security of material, equipment, tools from theft.
  34. Gutters, drip shields, drain bodies, drain connections or any other types of drainage items within or below the stadia system.
  35. Drop panels, sub-roofs, or closure material at thresholds between our work and the work of others, not shown on the contract drawings.
  36. Flashing, or other joint or closure material, at thresholds between our work and the work of others, not shown on the contract drawings.
  37. Trim, closure, or other material necessary around the penetration of the building columns through the stadia / loge areas.
  38. Vertical closure at egress stairs and/or ramps, below the tread support channels
  39. Riser Closure / Skirting unless noted in scope of work.
  40. Fencing below the grandstand unless noted in scope of work
  41. Fencing or railing system not attached to stadia (unless specifically included in scope of work).
  42. Embedded steel in concrete or other work provided by others.
  43. Anchor bolt material or templates for work not specified by Toadvine Enterprises
  44. Fire protection, firestopping or fire rating for any provided materials

## FOUNDATION/CONCRETE ITEMS

45. Site Clearing
46. Over excavation of foundations.
47. Rock excavation.
48. Off-site removal of spoils.
49. Landscaping.
50. Storm drainage and culverts.
51. Gravel backfills.
52. Caulking.
53. Waterproofing.
54. Baseline layout.
55. Cold weather protection.
56. Epoxy rebar.
57. Geo grid.
58. Trench drains.
59. Electrical vaults.
60. Pipe supports and bollards.
61. Remediation for unsuitable soils. I.e... Flowable fill, etc.
62. Riprap and geotextile purchase and installation.
63. All pumping, diversion, dewatering of areas.
64. Concrete pumping due to poor site conditions.
65. Foundations or other concrete work.
66. Baseplate grouting.
67. Shoring for slabs on metal deck.

## BID CLARIFICATIONS

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1. Our proposal, in its entirety, is a required attachment to any agreement to any contract document executed on this project, and in the event of a discrepancy between the project documents and this proposal, our proposal shall govern.
2. Toadvine Enterprises is a participant in the coordination with other trades. It is beyond our scope to facilitate coordination and make sure all parties are coordinated.
3. Client will provide timely review and response to questions and submittals to allow the schedule to proceed without delay. Generally, (5) working days for RFI's and (10) working days for submittal review, unless noted otherwise
4. Contract agreement must allow for billing and receiving payment for stored materials.
5. Final code compliance is determined by the local code official. Toadvine Enterprises will exercise the Standard of Care to comply with applicable laws and codes in effect at the time the services are performed hereunder. If changes arise during construction due to differing code interpretations, Toadvine Enterprises shall not be held liable. Toadvine Enterprises will incorporate any comments received from local code officials during drawing review. We shall not be responsible for the cost or time impacts to our work imposed by interpretations or changes to our work by local code officials.
6. Architectural code compliance to be the responsibility of the project Architect.
7. Our proposal includes a structurally sound design but does not include responsibility for ensuring local code compliance or identifying code compliance errors provided to us in the Subcontract Documents.
8. Toadvine Enterprises must have clear and timely access for equipment, deliveries, and personnel as needed on the construction site.
9. Market pricing of Steel and Aluminum raw material based on award within 60 days of bid submittal (price subject to Nucor/LME or similar market pricing rate changes if not awarded within 60 days).
10. We will examine and compare the drawings, specifications, other Subcontract Documents, and information furnished relative to our work. Such examination and comparison shall be solely for the purpose of facilitating our work and not for the discovery of errors, inconsistencies, or omissions, in the Subcontract Documents, not for ascertaining if the Subcontract Documents are in accordance with laws. We will not have liability for errors, omissions, or inconsistencies discovered therein.
11. We shall rely upon the accuracy of environmental, subsurface, soil reports and investigations provided by the CM/GC, Owner, or other third party. We shall not be responsible for verifying the accuracy of those documents. We shall not be responsible for information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations.
12. We shall not be responsible for investigating or verifying that work by others, necessary for the connection of our scope items, has been built in accordance with the contract documents.
13. Our proposal is based on all aesthetics as prescribed/specified in the Subcontract Documents by the architect or designer of record as of the date of this proposal. Changes to aesthetic aspects of the project will entail an equitable contract adjustment. We shall not be liable for subjective, sole responsible decision making by customer or other third parties regarding aesthetics.

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14. The completeness, timeliness, and quality of Toadvine Enterprise's work will be evaluated based on standards and specifications included in the Subcontract Documents, instead of a subjective evaluation by Owner, Architect, or any other party.
  15. Our proposal does not include verification of field measurements after our drawings have been approved. Should Toadvine Enterprises be required to field verify existing conditions prior to work commencing, Toadvine Enterprises shall be entitled to additional time and/or compensation to adjust our work if non-conforming conditions are found which deviate from the Subcontract Documents and/or the Approved Drawings
  16. Non-prevailing wage rates are assumed
  17. Proposal assumes a builder's risk insurance policy will be provided by owner or CM
  18. One, single, final cleaning of installed materials at the time of substantial completion of our scope of work.
  19. If the Subcontract Documents specify that we are responsible for the design of a particular system or component for Project incorporation, then all design and performance criteria shall be specified. We shall not be responsible for the adequacy of such performance and design criteria.
  20. We shall not be held liable for damages from impacts to project schedules due to resolving undefined or incomplete contract document details during manufacturing or construction. In addition, Toadvine Enterprises shall not have payments withheld for schedule impacts from completing our delegated design scope responsibilities.
  21. Our proposal is based on our existing insurance coverage, which includes professional liability with qualified language regarding delegated design.
  22. Product limitations: Specs cannot exceed manufactured product limitations and pricing is based on reference standards including but not limited to: ASTM, AISC, ICC reports, Aluminum Design Manual, GANA, NAAMM, ACI, ANSI, PCI.