



FLOYD COUNTY BOARD OF EDUCATION
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Eastern, KY 41622
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Standard Form of Agreement between Owner and Contractor (Toadvine Enterprises) for the Duff Allen Central Renovation Project.

Applicable State or Regulations: General Powers and Duties of Board/Capital Construction Process 702 KAR 4:180.

Fiscal/Budgetary Impact: The initial BG-1 cost \$10,975,500

History/Background:

February 26, 2024

Board selected Codell Construction for the CM and Summit Architects for the architect on the project. (Order #20455 & #20456)

March 25, 2024

Board approved Initial BG-1 for the project. (Order # 20468)

Recommended Action: To approve the Standard Form of Agreement between the Owner and Toadvine Enterprises and Purchase Order Summary as presented.

Contact Person(s):

N/A
Principal

Kevin O'Quinn
Director

Tonya Horne-Williams
Superintendent

Date: August 12, 2025

Facility Name: Duff-Allen Central Elementary

Electronics

PO Certification Statement Phase

—

•

All signatures below are required based upon the appropriate PO certification statement phase. (Initial / Final)

Final Certification Statement

Final Certification Statement
To the best of my knowledge, I certify that all materials listed within this document have been purchased in accordance with 103 KAR 26:070 and 702 KAR 4:160.

Date _____

Date _____

Date: _____

Date: _____

Kentucky Department of Education Version of **AIA Document A132™ – 2009**

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition



This version of AIA Document A132™–2009 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A132–2009 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A132–2009 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as "AIA Document A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition — KDE Version," or "AIA Document A132™–2009 — KDE Version."

Kentucky Department of Education Version of AIA Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Sixteenth day of June
in the year Two Thousand Twenty-Five
(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
Eastern, KY 41622

and the Contractor:
(Name, legal status, address and other information)
Toadvine Enterprises, Inc.
14800 Taylorsville Road
PO Box 190
Fishersville, KY 40023

for the following Project:
(Name, location and detailed description)
Duff Allen Central Elementary School Renovation
183 Rebel Lane
Eastern, KY 41622
BG #24-293
Bid Package 5: Bleachers

The Construction Manager:
(Name, legal status, address and other information)
Codell Construction Company
4475 Rockwell Road
Winchester, KY 40391

The Architect:
(Name, legal status, address and other information)
Summit Architects+Engineers
160 Lanks Branch
Pikeville, KY 41501

The Owner and Contractor agree as follows.



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

This document is intended to be used in conjunction with KDE versions of AIA Documents A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 — KDE Version is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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 Modifications, 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, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () 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 the Work

Substantial Completion Date

The Project Schedule Commences on June 16, 2025.

Substantial Completion shall be by October 30, 2026. Final completion shall be by November 30, 2026. Contract extensions for change orders, weather, or other will be adjusted by letter to all contractors on a

monthly review basis. The Architect and Construction Manager will determine these extensions at each Monthly Management Meeting.

Construction Project Schedule is attached as Exhibit No. Two and made a part of this contract. Contractor shall perform its scope of work as required by the Project Schedule to achieve substantial and final completion as required.

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

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 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 ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00), 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 a Stipulated Sum in accordance with Section 4.2 below, less the Owner's direct Purchase Orders, if any, for Project materials or equipment.

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§ 4.2 Stipulated Sum
§ 4.2.1 The Stipulated Sum shall be Eighty-Four Thousand, Nine Hundred Thirty-Seven Dollars and No Cents

(\$84,937.00), subject to additions and deletions 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	\$ 166,943.00
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 166,943.00
Sum of Owner's direct Purchase Orders	\$ (82,006.00)
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 84,937.00

§ 4.2.2 The Stipulated Sum is based on 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
1	Provide Automated Logic controls (Accepted)	N/A
	Total of Alternates (Accepted)	N/A

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the 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.)

Item	Units and Limitations	Price per Unit (\$0.00)
PLEASE REFER TO CONTRACTOR'S FORM		
OF PROPOSAL, WHICH IS ATTACHED TO		
AND BECOMES A PART OF THIS		
CONTRACT.		

§ 4.2.4 Allowances included in the Stipulated 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
PLEASE REFER TO CONTRACTOR'S	
FORM OF PROPOSAL, WHICH IS ATTACHED.	
TO AND BECOMES A PART OF THIS	
CONTRACT	

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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:

As provided in Pre-Construction Meeting Agenda and Minutes.

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§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 5 days before mtg. day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the thirtieth day of the next month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the 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 total 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 may be included as provided in Section 7.3.9 of the General Conditions;
- .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 Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .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 the General Conditions.

§ 5.1.4.5 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.

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§ 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 of AIA Document A232-2009 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 (Not Used)
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment: and
- .4 Neither the final payment nor any part of the remaining retained percentage of all payments shall become due until the Contractor delivers to the Owner an affidavit that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied and Consent of Surety to make final payments is received.

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 A232-2009 — 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.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009 — 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 A232-2009 — KDE Version.
- ☒ Litigation in a court of competent jurisdiction where the Project is located.
- ☐ Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009 — KDE Version.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009 — KDE Version; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009 — KDE Version.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

Per the Kentucky Fairness in Construction Act, KRS 371.400 to 371.990

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

Anna Shepherd, Superintendent
Floyd County Schools
442 Ky Route 550
Eastern, KY 41622
Phone: 606/886-2354
E-mail: anna.shepherd@floyd.kyschools.us

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

~~Michael W. Toadvine, President~~ Matt Heck, Operations Mgr.
Toadvine Enterprises, Inc.
14800 Taylorsville Road
PO Box 190
Fisherville, KY 40023
Phone: 502/912-1354
E-mail: ~~mtoadvine@toadvine.com~~
matt

§ 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:
N/A

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 A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition — KDE Version.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition — KDE Version.

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§ 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
	Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or documents identified within Exhibit One form part of the contract documents.		

§ 9.1.4 The Specifications:

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

Section	Title	Date	Pages
	Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or documents identified within Exhibit One form part of the contract documents.		

§ 9.1.5 The Drawings:

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

Number	Title	Date
	Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or documents identified within Exhibit One form part of the contract documents.	

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§ 9.1.6 The Addenda, if any:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or documents identified within Exhibit One, including the Bidding Requirements and Addenda, form a part of the contract documents.

Number	Date	Pages
--------	------	-------

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 are:

.1

.2

.3

.4

Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 — 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

D. Exhibit One and all items or documents identified within Exhibit One

E. Exhibit Two, Construction Schedule

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009 — KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009 — KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Please refer to Volume One,

Section 00300, for Insurance

Limits.

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

OWNER (Signature)

(Printed name and title)

Michael W. Toadvine

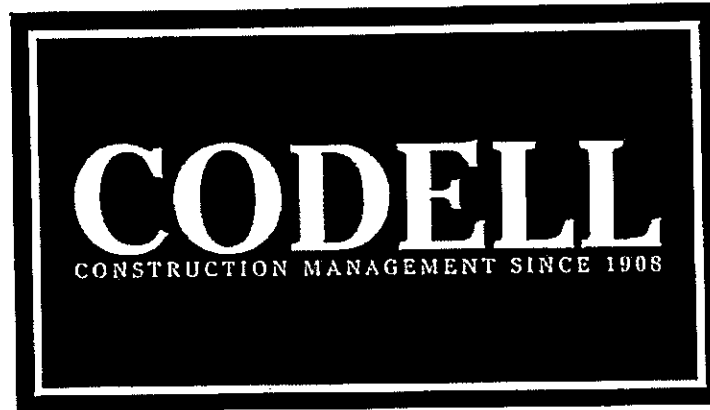
CONTRACTOR (Signature)

Michael W. Toadvine, President

(Printed name and title)

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**VOLUME ONE
PROJECT MANUAL
BIDDING AND CONTRACT DOCUMENTS**

**DUFF ALLEN CENTRAL ELEMENTARY RENOVATION
183 REBEL LANE
EASTERN, KY 41622
BG # 24-293**

**OWNER:
FLOYD COUNTY BOARD OF EDUCATION
442 KY ROUTE 550
EASTERN, KY 41622
(606) 886-2354**

**CONSTRUCTION MANAGER:
CODELL CONSTRUCTION COMPANY
4475 ROCKWELL ROAD
WINCHESTER, KY 40391
(859)744-2222
BCOBB@CODELLCONSTRUCTION.COM**

**ARCHITECT:
SUMMIT ARCHITECTS-ENGINEERS
160 LANKS BRANCH
PIKEVILLE, KY 41501
(606) 432-1447
KGILLIAM@SUMMIT-AE.COM**

MAY 12, 2025

DUFF ALLEN CENTRAL ELEMENTARY RENOVATION
BG# 24-293

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Technical Specifications

Volume 2 of 3

May 1st, 2025

Duff Allen Elementary Roof and HVAC Replacement BG # 21-225

Project Location:

182 Rebel Rd.,

Eastern KY, 41601

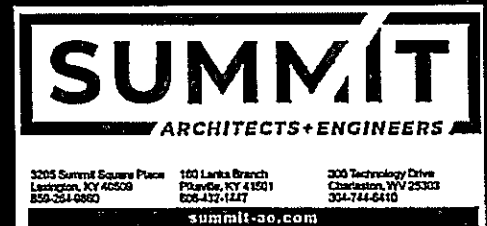
Owner:

**Floyd County School Board
of Education**

442 KY Route 550

Eastern, KY 41622

Prepared by:



3205 Summit Square Place
Pikeville, KY 41501

606-432-1447 | www.summit-engr.com

Project No. 0166.003

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Technical Specifications

Volume 3 of 3

May 1st, 2025

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Project Location:

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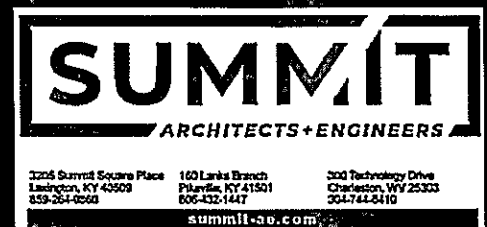
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23 52 16	CONDENSING BOILERS
23 72 00	100% OUTDOOR AIR HEAT PUMP SYSTEM
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EXHIBIT TWO

DUFF-ALLEN ELEMENTARY RENOVATION

D	Task Name	Duration Variance	Baseline Duration	Baseline Start	Actual Start	Start	Baseline Finish	Actual Finish	Finish	Start Variance
1	NOTICE TO PROCEED	0 days	1 day	Mon 6/16/25	NA	Mon 6/16/25	Mon 6/16/25	NA	Mon 6/16/25	0 days
2	Mobilization	0 days	1 day	Tue 6/17/25	NA	Tue 6/17/25	Tue 6/17/25	NA	Tue 6/17/25	0 days
3	Expedited Shop Drawings - Windows	0 days	7 days	Tue 6/17/25	NA	Tue 6/17/25	Wed 6/25/25	NA	Wed 6/25/25	0 days
4	Expedited Shop Drawings - All Mechanical, Electrical, Fire Protection	0 days	15 days	Tue 6/17/25	NA	Tue 6/17/25	Tue 7/8/25	NA	Tue 7/8/25	0 days
5	Expedited Shop Drawings - All Roofing	0 days	7 days	Tue 6/17/25	NA	Tue 6/17/25	Wed 6/25/25	NA	Wed 6/25/25	0 days
6	Expedited Shop Drawings - Bleacher	0 days	15 days	Tue 6/17/25	NA	Tue 6/17/25	Tue 7/8/25	NA	Tue 7/8/25	0 days
7	A/E Review Expedited Shop Drawings - Windows	0 days	7 days	Thu 6/26/25	NA	Thu 6/26/25	Mon 7/7/25	NA	Mon 7/7/25	0 days
8	A/E Review Expedited Shop Drawings - All Roofing	0 days	7 days	Thu 6/26/25	NA	Thu 6/26/25	Mon 7/7/25	NA	Mon 7/7/25	0 days
9	A/E Review Expedited Shop Drawings - All Mech, Elect, Fire Protection	0 days	7 days	Wed 7/9/25	NA	Wed 7/9/25	Thu 7/17/25	NA	Thu 7/17/25	0 days
10	A/E Review Expedited Shop Drawings - Bleachers	0 days	7 days	Wed 7/9/25	NA	Wed 7/9/25	Thu 7/17/25	NA	Thu 7/17/25	0 days
11	AREA D ROOFING	0 days	60 days	Tue 7/22/25	NA	Tue 7/22/25	Mon 10/13/25	NA	Mon 10/13/25	0 days
12	Mobilize Begin EPDM Demo	0 days	5 days	Tue 7/22/25	NA	Tue 7/22/25	Mon 7/28/25	NA	Mon 7/28/25	0 days
13	Rooftop Equipment Demo	0 days	3 days	Tue 7/22/25	NA	Tue 7/22/25	Thu 7/24/25	NA	Thu 7/24/25	0 days
14	Install EPDM Roofing	0 days	7 days	Tue 7/29/25	NA	Tue 7/29/25	Wed 8/6/25	NA	Wed 8/6/25	0 days
15	Metal Trim, Coping at EPDM Roof	0 days	10 days	Thu 8/7/25	NA	Thu 8/7/25	Wed 8/20/25	NA	Wed 8/20/25	0 days
16	Existing Shingle, Fascia, Columns ETC Demo	0 days	5 days	Tue 8/19/25	NA	Tue 8/19/25	Mon 8/25/25	NA	Mon 8/25/25	0 days
17	Metal Roof Install	0 days	20 days	Tue 8/26/25	NA	Tue 8/26/25	Mon 9/22/25	NA	Mon 9/22/25	0 days
18	Reroute VTR	0 days	3 days	Tue 8/26/25	NA	Tue 8/26/25	Thu 8/28/25	NA	Thu 8/28/25	0 days
19	Modify Equipment Curb	0 days	3 days	Tue 8/26/25	NA	Tue 8/26/25	Thu 8/28/25	NA	Thu 8/28/25	0 days
20	Metal Ceiling & Columns	0 days	12 days	Tue 9/2/25	NA	Tue 9/2/25	Wed 9/17/25	NA	Wed 9/17/25	0 days
21	Install Canopy	0 days	5 days	Tue 9/2/25	NA	Tue 9/2/25	Mon 9/8/25	NA	Mon 9/8/25	0 days
22	Metal Fascia & Trim, Gutters	0 days	15 days	Tue 9/23/25	NA	Tue 9/23/25	Mon 10/13/25	NA	Mon 10/13/25	0 days
23	AREA GYM	0 days	35 days	Wed 8/20/25	NA	Wed 8/20/25	Tue 10/7/25	NA	Tue 10/7/25	0 days
24	Install Bollards	0 days	4 days	Wed 8/20/25	NA	Wed 8/20/25	Mon 8/25/25	NA	Mon 8/25/25	0 days
25	Demo Wall Pads & Bleachers At Gym	0 days	10 days	Wed 8/20/25	NA	Wed 8/20/25	Tue 9/2/25	NA	Tue 9/2/25	0 days
26	Install Windows Including Demo Work	0 days	15 days	Wed 8/20/25	NA	Wed 8/20/25	Tue 9/9/25	NA	Tue 9/9/25	0 days
27	Install New Bleachers At Gym	0 days	20 days	Wed 9/3/25	NA	Wed 9/3/25	Tue 9/30/25	NA	Tue 9/30/25	0 days
28	Install Wall Pads At Gym	0 days	3 days	Wed 9/10/25	NA	Wed 9/10/25	Fri 9/12/25	NA	Fri 9/12/25	0 days
29	Bleacher Owner Training	0 days	0 days	Tue 9/30/25	NA	Tue 9/30/25	Tue 9/30/25	NA	Tue 9/30/25	0 days
30	Pre Clean Before Design Team Punch List	0 days	1 day	Wed 10/1/25	NA	Wed 10/1/25	Wed 10/1/25	NA	Wed 10/1/25	0 days
31	Design Team Punch List Review	0 days	0 days	Wed 10/1/25	NA	Wed 10/1/25	Wed 10/1/25	NA	Wed 10/1/25	0 days
32	Design Team Punch List Distributed	0 days	0 days	Wed 10/1/25	NA	Wed 10/1/25	Wed 10/1/25	NA	Wed 10/1/25	0 days
33	Design Team Punch List Worked Off By Contractors	0 days	3 days	Thu 10/2/25	NA	Thu 10/2/25	Mon 10/6/25	NA	Mon 10/6/25	0 days
34	Final Clean After Punch List Worked Off	0 days	1 day	Tue 10/7/25	NA	Tue 10/7/25	Tue 10/7/25	NA	Tue 10/7/25	0 days
35	AREA A ROOFING	0 days	40 days	Tue 10/7/25	NA	Tue 10/7/25	Tue 12/2/25	NA	Tue 12/2/25	0 days
36	Existing Shingle, Fascia, Columns ETC Demo	0 days	5 days	Tue 10/7/25	NA	Tue 10/7/25	Mon 10/13/25	NA	Mon 10/13/25	0 days
37	Metal Roof Install	0 days	20 days	Tue 10/14/25	NA	Tue 10/14/25	Mon 11/10/25	NA	Mon 11/10/25	0 days
38	Reroute VTR	0 days	3 days	Tue 10/14/25	NA	Tue 10/14/25	Thu 10/16/25	NA	Thu 10/16/25	0 days
39	Modify Equipment Curb	0 days	3 days	Tue 10/14/25	NA	Tue 10/14/25	Thu 10/16/25	NA	Thu 10/16/25	0 days

Project: DUFF ALLEN ELEM RENOVATION
 Schedule #1 SCHEDULE
 Date: Wed 6/11/25

Task

Milestone

Critical

Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledge the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas

DUFF-ALLEN ELEMENTARY RENOVATION

D	Task Name	Duration Variance	Baseline Duration	Baseline Start	Actual Start	Start	Baseline Finish	Actual Finish	Finish	Start. Variance
8	Demo MAU At Roof	0 days	4 days	Tue 10/14/25 NA		Tue 10/14/25	Fri 10/17/25 NA		Fri 10/17/25	0 days
9	Metal Ceiling & Columns	0 days	12 days	Tue 10/21/25 NA		Tue 10/21/25	Wed 11/5/25 NA		Wed 11/5/25	0 days
10	Install Canopy	0 days	5 days	Tue 10/21/25 NA		Tue 10/21/25	Mon 10/27/25 NA		Mon 10/27/25	0 days
11	Metal Fascia & Trim, Gutters	0 days	15 days	Tue 11/11/25 NA		Tue 11/11/25	Tue 12/2/25 NA		Tue 12/2/25	0 days
12	AREA B ROOFING	0 days	40 days	Tue 11/18/25 NA		Tue 11/18/25	Thu 1/15/26 NA		Thu 1/15/26	0 days
13	Existing Shingle, Fascia, Columns ETC Demo	0 days	5 days	Tue 11/18/25 NA		Tue 11/18/25	Mon 11/24/25 NA		Mon 11/24/25	0 days
14	Metal Roof Install	0 days	20 days	Tue 11/25/25 NA		Tue 11/25/25	Tue 12/23/25 NA		Tue 12/23/25	0 days
15	Reroute VTR	0 days	3 days	Tue 11/25/25 NA		Tue 11/25/25	Fri 11/28/25 NA		Fri 11/28/25	0 days
16	Modify Equipment Curb	0 days	3 days	Tue 11/25/25 NA		Tue 11/25/25	Fri 11/28/25 NA		Fri 11/28/25	0 days
17	Metal Ceiling & Columns	0 days	12 days	Wed 12/3/25 NA		Wed 12/3/25	Thu 12/18/25 NA		Thu 12/18/25	0 days
18	Install Canopy	0 days	5 days	Wed 12/3/25 NA		Wed 12/3/25	Tue 12/9/25 NA		Tue 12/9/25	0 days
19	Metal Fascia & Trim, Gutters	0 days	15 days	Wed 12/24/25 NA		Wed 12/24/25	Thu 1/15/26 NA		Thu 1/15/26	0 days
20	AREA C ROOFING	0 days	40 days	Fri 1/2/26 NA		Fri 1/2/26	Thu 2/26/26 NA		Thu 2/26/26	0 days
21	Existing Shingle, Fascia, Columns ETC Demo	0 days	5 days	Fri 1/2/26 NA		Fri 1/2/26	Thu 1/8/26 NA		Thu 1/8/26	0 days
22	Metal Roof Install	0 days	20 days	Fri 1/9/26 NA		Fri 1/9/26	Thu 2/5/26 NA		Thu 2/5/26	0 days
23	Reroute VTR	0 days	3 days	Fri 1/9/26 NA		Fri 1/9/26	Tue 1/13/26 NA		Tue 1/13/26	0 days
24	Modify Equipment Curb	0 days	3 days	Fri 1/9/26 NA		Fri 1/9/26	Tue 1/13/26 NA		Tue 1/13/26	0 days
25	Metal Ceiling & Columns	0 days	12 days	Fri 1/16/26 NA		Fri 1/16/26	Mon 2/2/26 NA		Mon 2/2/26	0 days
26	Install Canopy	0 days	5 days	Fri 1/16/26 NA		Fri 1/16/26	Thu 1/22/26 NA		Thu 1/22/26	0 days
27	Metal Fascia & Trim, Gutters	0 days	15 days	Fri 2/6/26 NA		Fri 2/6/26	Thu 2/26/26 NA		Thu 2/26/26	0 days
28	AREA 2ND FLOOR MECHANICAL	0 days	79 days	Wed 9/3/25 NA		Wed 9/3/25	Tue 12/23/25 NA		Tue 12/23/25	0 days
29	Fire Protection Piping Replacement Including Testing	0 days	40 days	Wed 9/3/25 NA		Wed 9/3/25	Tue 10/28/25 NA		Tue 10/28/25	0 days
30	Demo Mechanical Equipment, Piping, Controls Etc....	0 days	15 days	Wed 9/3/25 NA		Wed 9/3/25	Tue 9/23/25 NA		Tue 9/23/25	0 days
31	Fire Alarm System	0 days	40 days	Wed 9/3/25 NA		Wed 9/3/25	Tue 10/28/25 NA		Tue 10/28/25	0 days
32	Intercom & Clock System	0 days	40 days	Wed 9/3/25 NA		Wed 9/3/25	Tue 10/28/25 NA		Tue 10/28/25	0 days
33	Install Rooftop Equipment Including Hookups	0 days	15 days	Wed 9/3/25 NA		Wed 9/3/25	Tue 9/23/25 NA		Tue 9/23/25	0 days
34	Install Mechanical Eq Including Related Hook Ups	0 days	25 days	Wed 9/24/25 NA		Wed 9/24/25	Tue 10/28/25 NA		Tue 10/28/25	0 days
35	Install Sheet Metal & Duct Including Insulation	0 days	16 days	Wed 10/1/25 NA		Wed 10/1/25	Wed 10/22/25 NA		Wed 10/22/25	0 days
36	Mechanical Piping	0 days	16 days	Wed 10/1/25 NA		Wed 10/1/25	Wed 10/22/25 NA		Wed 10/22/25	0 days
37	Power & Controls, Thermostats	0 days	25 days	Wed 10/1/25 NA		Wed 10/1/25	Tue 11/4/25 NA		Tue 11/4/25	0 days
38	Repair Ceilings & Walls At Fire Protection Piping Replacement	0 days	5 days	Wed 10/15/25 NA		Wed 10/15/25	Tue 10/21/25 NA		Tue 10/21/25	0 days
39	Fire Alarm System Operational	0 days	0 days	Tue 10/28/25 NA		Tue 10/28/25	Tue 10/28/25 NA		Tue 10/28/25	0 days
40	Intercom & Clock System Operational	0 days	0 days	Tue 10/28/25 NA		Tue 10/28/25	Tue 10/28/25 NA		Tue 10/28/25	0 days
41	Fire Alarm Inspection	0 days	0 days	Tue 10/28/25 NA		Tue 10/28/25	Tue 10/28/25 NA		Tue 10/28/25	0 days
42	Start-Up	0 days	4 days	Wed 10/29/25 NA		Wed 10/29/25	Mon 11/3/25 NA		Mon 11/3/25	0 days
43	Reinstall Ceiling Grid After Mechanical Work	0 days	6 days	Wed 11/5/25 NA		Wed 11/5/25	Wed 11/12/25 NA		Wed 11/12/25	0 days
44	Install GRD's & Existing Ceiling Devices	0 days	12 days	Thu 11/13/25 NA		Thu 11/13/25	Mon 12/1/25 NA		Mon 12/1/25	0 days
45	Electrical Inspection	0 days	0 days	Fri 11/28/25 NA		Fri 11/28/25	Fri 11/28/25 NA		Fri 11/28/25	0 days
46	HVAC Inspection	0 days	0 days	Fri 11/28/25 NA		Fri 11/28/25	Fri 11/28/25 NA		Fri 11/28/25	0 days

Project: DUFF ALLEN ELEM RENOVATION
 Attachment #1 SCHEDULE
 Date: Wed 6/4/25

Task

Milestone

Critical

Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledge the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas

D	Task Name	Duration Variance	Baseline Duration	Baseline Start	Actual Start	Start	Baseline Finish	Actual Finish	Finish	Start Variance
9	Above Ceiling Inspection	0 days	0 days	Mon 12/1/25	NA	Mon 12/1/25	Mon 12/1/25	NA	Mon 12/1/25	0 days
10	Work Off Above Ceiling Inspection Punch List	0 days	4 days	Tue 12/2/25	NA	Tue 12/2/25	Fri 12/5/25	NA	Fri 12/5/25	0 days
11	Install Ceiling Tiles After Inspection At Mechanical Work	0 days	4 days	Mon 12/8/25	NA	Mon 12/8/25	Thu 12/11/25	NA	Thu 12/11/25	0 days
12	Pre Clean Before Design Team Punch List	0 days	4 days	Fri 12/12/25	NA	Fri 12/12/25	Wed 12/17/25	NA	Wed 12/17/25	0 days
13	Testing & Balancing	0 days	4 days	Fri 12/12/25	NA	Fri 12/12/25	Wed 12/17/25	NA	Wed 12/17/25	0 days
14	Design Team Punch List Review	0 days	0 days	Wed 12/17/25	NA	Wed 12/17/25	Wed 12/17/25	NA	Wed 12/17/25	0 days
15	Design Team Punch List Distributed	0 days	0 days	Wed 12/17/25	NA	Wed 12/17/25	Wed 12/17/25	NA	Wed 12/17/25	0 days
16	Design Team Punch List Worked Off By Contractors	0 days	3 days	Thu 12/18/25	NA	Thu 12/18/25	Mon 12/22/25	NA	Mon 12/22/25	0 days
17	Final Clean After Punch List Worked Off	0 days	1 day	Tue 12/23/25	NA	Tue 12/23/25	Tue 12/23/25	NA	Tue 12/23/25	0 days
18	AREA A MECHANICAL	0 days	84 days	Wed 12/3/25	NA	Wed 12/3/25	Wed 4/1/26	NA	Wed 4/1/26	0 days
19	Demo Mechanical Equipment, Piping, Controls Etc....	0 days	15 days	Wed 12/3/25	NA	Wed 12/3/25	Tue 12/23/25	NA	Tue 12/23/25	0 days
20	Demo Boiler, Pumps & Related Controls & Devices At Mechanical	0 days	7 days	Wed 12/3/25	NA	Wed 12/3/25	Thu 12/11/25	NA	Thu 12/11/25	0 days
21	Demo Gas Furnace	0 days	5 days	Wed 12/3/25	NA	Wed 12/3/25	Tue 12/9/25	NA	Tue 12/9/25	0 days
22	Fire Protection Piping Replacement Including Testing	0 days	30 days	Wed 12/3/25	NA	Wed 12/3/25	Thu 1/15/26	NA	Thu 1/15/26	0 days
23	Boiler Inspection/Certificate	0 days	0 days	Tue 12/9/25	NA	Tue 12/9/25	Tue 12/9/25	NA	Tue 12/9/25	0 days
24	Fire Alarm System Operational	0 days	0 days	Tue 12/9/25	NA	Tue 12/9/25	Tue 12/9/25	NA	Tue 12/9/25	0 days
25	Fire Alarm Inspection	0 days	0 days	Tue 12/9/25	NA	Tue 12/9/25	Tue 12/9/25	NA	Tue 12/9/25	0 days
26	Power & Controls, Thermostats	0 days	25 days	Wed 12/10/25	NA	Wed 12/10/25	Thu 1/15/26	NA	Thu 1/15/26	0 days
27	Fire Alarm System	0 days	40 days	Wed 12/10/25	NA	Wed 12/10/25	Thu 2/5/26	NA	Thu 2/5/26	0 days
28	Install Mechanical Eq Including Related Hook Ups	0 days	25 days	Wed 12/10/25	NA	Wed 12/10/25	Thu 1/15/26	NA	Thu 1/15/26	0 days
29	Repair Ceilings & Walls At Fire Protection Piping Replacement	0 days	5 days	Wed 12/10/25	NA	Wed 12/10/25	Tue 12/16/25	NA	Tue 12/16/25	0 days
30	Intercom & Intercom System	0 days	40 days	Fri 12/12/25	NA	Fri 12/12/25	Mon 2/9/26	NA	Mon 2/9/26	0 days
31	Intercom & Clock System Operational	0 days	0 days	Tue 12/16/25	NA	Tue 12/16/25	Tue 12/16/25	NA	Tue 12/16/25	0 days
32	Install Sheet Metal & Duct Including Insulation	0 days	16 days	Wed 12/17/25	NA	Wed 12/17/25	Fri 1/9/26	NA	Fri 1/9/26	0 days
33	Mechanical Piping	0 days	16 days	Wed 12/17/25	NA	Wed 12/17/25	Fri 1/9/26	NA	Fri 1/9/26	0 days
34	Install New Gas Fired Boiler	0 days	20 days	Fri 1/16/26	NA	Fri 1/16/26	Thu 2/12/26	NA	Thu 2/12/26	0 days
35	Install Gas Furnace	0 days	12 days	Fri 2/6/26	NA	Fri 2/6/26	Mon 2/23/26	NA	Mon 2/23/26	0 days
36	Start-Up	0 days	4 days	Tue 2/24/26	NA	Tue 2/24/26	Fri 2/27/26	NA	Fri 2/27/26	0 days
37	Reinstall Ceiling Grid After Mechanical Work	0 days	6 days	Fri 2/13/26	NA	Fri 2/13/26	Fri 2/20/26	NA	Fri 2/20/26	0 days
38	Install GRD's & Existing Ceiling Devices	0 days	12 days	Mon 2/23/26	NA	Mon 2/23/26	Tue 3/10/26	NA	Tue 3/10/26	0 days
39	Electrical Inspection	0 days	0 days	Mon 3/9/26	NA	Mon 3/9/26	Mon 3/9/26	NA	Mon 3/9/26	0 days
40	HVAC Inspection	0 days	0 days	Mon 3/9/26	NA	Mon 3/9/26	Mon 3/9/26	NA	Mon 3/9/26	0 days
41	Above Ceiling Inspection	0 days	0 days	Tue 3/10/26	NA	Tue 3/10/26	Tue 3/10/26	NA	Tue 3/10/26	0 days
42	Work Off Above Ceiling Inspection Punch List	0 days	4 days	Wed 3/11/26	NA	Wed 3/11/26	Mon 3/16/26	NA	Mon 3/16/26	0 days
43	Install Ceiling Tiles After Inspection At Mechanical Work	0 days	4 days	Tue 3/17/26	NA	Tue 3/17/26	Fri 3/20/26	NA	Fri 3/20/26	0 days
44	Pre Clean Before Design Team Punch List	0 days	4 days	Mon 3/23/26	NA	Mon 3/23/26	Thu 3/26/26	NA	Thu 3/26/26	0 days
45	Testing & Balancing	0 days	4 days	Mon 3/23/26	NA	Mon 3/23/26	Thu 3/26/26	NA	Thu 3/26/26	0 days
46	Design Team Punch List Review	0 days	0 days	Thu 3/26/26	NA	Thu 3/26/26	Thu 3/26/26	NA	Thu 3/26/26	0 days
47	Design Team Punch List Distributed	0 days	0 days	Thu 3/26/26	NA	Thu 3/26/26	Thu 3/26/26	NA	Thu 3/26/26	0 days

Project: DUFF ALLEN ELEM RENOVATION
 Schedule #1 SCHEDULE
 Date: Wed 6/4/25

Task

Milestone

Critical

Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledge the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas

D	Task Name	Duration Variance	Baseline Duration	Baseline Start	Actual Start	Start	Baseline Finish	Actual Finish	Finish	Start Variance
18	Design Team Punch List Worked Off By Contractors	0 days	3 days	Fri 3/27/26	NA	Fri 3/27/26	Tue 3/31/26	NA	Tue 3/31/26	0 days
19	Final Clean After Punch List Worked Off	0 days	1 day	Wed 4/1/26	NA	Wed 4/1/26	Wed 4/1/26	NA	Wed 4/1/26	0 days
20	AREA B MECHANICAL	0 days	91 days	Wed 3/11/26	NA	Wed 3/11/26	Thu 7/16/26	NA	Thu 7/16/26	0 days
21	Fire Protection Piping Replacement Including Testing	0 days	30 days	Wed 3/11/26	NA	Wed 3/11/26	Tue 4/21/26	NA	Tue 4/21/26	0 days
22	Demo Mechanical Equipment, Piping, Controls Etc....	0 days	15 days	Wed 3/11/26	NA	Wed 3/11/26	Tue 3/31/26	NA	Tue 3/31/26	0 days
23	Fire Alarm System	0 days	30 days	Wed 4/1/26	NA	Wed 4/1/26	Tue 5/12/26	NA	Tue 5/12/26	0 days
24	Intercom & Clock System	0 days	40 days	Wed 4/1/26	NA	Wed 4/1/26	Wed 5/27/26	NA	Wed 5/27/26	0 days
25	Install Mechanical Eq Including Related Hook Ups	0 days	25 days	Wed 5/13/26	NA	Wed 5/13/26	Wed 6/17/26	NA	Wed 6/17/26	0 days
26	Install Sheet Metal & Duct Including Insulation	0 days	16 days	Wed 5/20/26	NA	Wed 5/20/26	Thu 6/11/26	NA	Thu 6/11/26	0 days
27	Mechanical Piping	0 days	16 days	Wed 5/20/26	NA	Wed 5/20/26	Thu 6/11/26	NA	Thu 6/11/26	0 days
28	Power & Controls, Thermostats	0 days	35 days	Wed 5/20/26	NA	Wed 5/20/26	Wed 7/8/26	NA	Wed 7/8/26	0 days
29	Repair Ceilings & Walls At Fire Protection Piping Replacement	0 days	5 days	Fri 5/29/26	NA	Fri 5/29/26	Thu 6/4/26	NA	Thu 6/4/26	0 days
30	Intercom & Clock System Operational	0 days	0 days	Thu 6/4/26	NA	Thu 6/4/26	Thu 6/4/26	NA	Thu 6/4/26	0 days
31	Start-Up	0 days	4 days	Fri 6/5/26	NA	Fri 6/5/26	Wed 6/10/26	NA	Wed 6/10/26	0 days
32	Install GRD's & Existing Ceiling Devices	0 days	12 days	Fri 6/5/26	NA	Fri 6/5/26	Mon 6/22/26	NA	Mon 6/22/26	0 days
33	Install Ceiling Tiles After Inspection At Mechanical Work	0 days	4 days	Mon 6/29/26	NA	Mon 6/29/26	Thu 7/2/26	NA	Thu 7/2/26	0 days
34	Electrical Inspection	0 days	0 days	Fri 6/19/26	NA	Fri 6/19/26	Fri 6/19/26	NA	Fri 6/19/26	0 days
35	HVAC Inspection	0 days	0 days	Fri 6/19/26	NA	Fri 6/19/26	Fri 6/19/26	NA	Fri 6/19/26	0 days
36	Above Ceiling Inspection	0 days	0 days	Mon 6/22/26	NA	Mon 6/22/26	Mon 6/22/26	NA	Mon 6/22/26	0 days
37	Work Off Above Ceiling Inspection Punch List	0 days	4 days	Tue 6/23/26	NA	Tue 6/23/26	Fri 6/26/26	NA	Fri 6/26/26	0 days
38	Fire Alarm System Operational	0 days	0 days	Wed 7/8/26	NA	Wed 7/8/26	Wed 7/8/26	NA	Wed 7/8/26	0 days
39	Fire Alarm Inspection	0 days	0 days	Wed 7/8/26	NA	Wed 7/8/26	Wed 7/8/26	NA	Wed 7/8/26	0 days
40	Reinstall Ceiling Grid After Mechanical Work	0 days	6 days	Thu 7/9/26	NA	Thu 7/9/26	Thu 7/16/26	NA	Thu 7/16/26	0 days
41	Pre Clean Before Design Team Punch List	0 days	4 days	Fri 7/3/26	NA	Fri 7/3/26	Wed 7/8/26	NA	Wed 7/8/26	0 days
42	Testing & Balancing	0 days	4 days	Fri 7/3/26	NA	Fri 7/3/26	Wed 7/8/26	NA	Wed 7/8/26	0 days
43	Design Team Punch List Review	0 days	0 days	Wed 7/8/26	NA	Wed 7/8/26	Wed 7/8/26	NA	Wed 7/8/26	0 days
44	Design Team Punch List Distributed	0 days	0 days	Wed 7/8/26	NA	Wed 7/8/26	Wed 7/8/26	NA	Wed 7/8/26	0 days
45	Design Team Punch List Worked Off By Contractors	0 days	3 days	Thu 7/9/26	NA	Thu 7/9/26	Mon 7/13/26	NA	Mon 7/13/26	0 days
46	Final Clean After Punch List Worked Off	0 days	1 day	Tue 7/14/26	NA	Tue 7/14/26	Tue 7/14/26	NA	Tue 7/14/26	0 days
47	AREA C MECHANICAL	0 days	113 days	Tue 6/23/26	NA	Tue 6/23/26	Mon 11/30/26	NA	Mon 11/30/26	0 days
48	Demo Mechanical Equipment, Piping, Controls Etc....	0 days	15 days	Tue 6/23/26	NA	Tue 6/23/26	Mon 7/13/26	NA	Mon 7/13/26	0 days
49	Fire Alarm System	0 days	40 days	Tue 6/23/26	NA	Tue 6/23/26	Mon 8/17/26	NA	Mon 8/17/26	0 days
50	Intercom & Clock System	0 days	40 days	Tue 6/23/26	NA	Tue 6/23/26	Mon 8/17/26	NA	Mon 8/17/26	0 days
51	Install Mechanical Eq Including Related Hook Ups	0 days	30 days	Tue 7/14/26	NA	Tue 7/14/26	Mon 8/24/26	NA	Mon 8/24/26	0 days
52	Install Sheet Metal & Duct Including Insulation	0 days	16 days	Tue 7/21/26	NA	Tue 7/21/26	Tue 8/11/26	NA	Tue 8/11/26	0 days
53	Mechanical Piping	0 days	16 days	Tue 7/21/26	NA	Tue 7/21/26	Tue 8/11/26	NA	Tue 8/11/26	0 days
54	Power & Controls, Thermostats	0 days	38 days	Tue 7/21/26	NA	Tue 7/21/26	Fri 9/11/26	NA	Fri 9/11/26	0 days
55	Fire Protection Piping Replacement Including Testing	0 days	30 days	Tue 7/14/26	NA	Tue 7/14/26	Mon 8/24/26	NA	Mon 8/24/26	0 days
56	Repair Ceilings & Walls At Fire Protection Piping Replacement	0 days	5 days	Tue 8/11/26	NA	Tue 8/11/26	Mon 8/17/26	NA	Mon 8/17/26	0 days

Subject: DUFF ALLEN ELEM RENOVATION
 Attachment #1 SCHEDULE
 Date: Wed 6/4/25

Task

Milestone

Critical

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EXHIBIT TWO

DUFF-ALLEN ELEMENTARY RENOVATION

D	Task Name	Duration Variance	Baseline Duration	Baseline Start	Actual Start	Start	Baseline Finish	Actual Finish	Finish	Start Variance
57	Fire Alarm System Operational	0 days	0 days	Mon 8/17/26	NA	Mon 8/17/26	Mon 8/17/26	NA	Mon 8/17/26	0 days
58	Intercom & Clock System Operational	0 days	0 days	Mon 8/17/26	NA	Mon 8/17/26	Mon 8/17/26	NA	Mon 8/17/26	0 days
59	Start-Up	0 days	4 days	Tue 8/25/26	NA	Tue 8/25/26	Fri 8/28/26	NA	Fri 8/28/26	0 days
60	Reinstall Ceiling Grid After Mechanical Work	0 days	6 days	Mon 9/14/26	NA	Mon 9/14/26	Mon 9/21/26	NA	Mon 9/21/26	0 days
61	Install GRD's & Existing Ceiling Devices	0 days	12 days	Tue 9/22/26	NA	Tue 9/22/26	Wed 10/7/26	NA	Wed 10/7/26	0 days
62	Fire Alarm Certificate	0 days	0 days	Wed 10/7/26	NA	Wed 10/7/26	Wed 10/7/26	NA	Wed 10/7/26	0 days
63	Electrical Certificate	0 days	0 days	Wed 10/7/26	NA	Wed 10/7/26	Wed 10/7/26	NA	Wed 10/7/26	0 days
64	HVAC Certificate	0 days	0 days	Wed 10/7/26	NA	Wed 10/7/26	Wed 10/7/26	NA	Wed 10/7/26	0 days
65	Above Ceiling Inspection	0 days	0 days	Wed 10/7/26	NA	Wed 10/7/26	Wed 10/7/26	NA	Wed 10/7/26	0 days
66	Fire Protection Certificate	0 days	0 days	Wed 10/7/26	NA	Wed 10/7/26	Wed 10/7/26	NA	Wed 10/7/26	0 days
67	Work Off Above Ceiling Inspection Punch List	0 days	4 days	Thu 10/8/26	NA	Thu 10/8/26	Tue 10/13/26	NA	Tue 10/13/26	0 days
68	Install Ceiling Tiles After Inspection At Mechanical Work	0 days	4 days	Wed 10/14/26	NA	Wed 10/14/26	Mon 10/19/26	NA	Mon 10/19/26	0 days
69	State Inspection/Occupancy Permit	0 days	0 days	Wed 10/14/26	NA	Wed 10/14/26	Wed 10/14/26	NA	Wed 10/14/26	0 days
70	Pre Clean Before Design Team Punch List	0 days	4 days	Tue 10/20/26	NA	Tue 10/20/26	Fri 10/23/26	NA	Fri 10/23/26	0 days
71	Testing & Balancing	0 days	4 days	Tue 10/20/26	NA	Tue 10/20/26	Fri 10/23/26	NA	Fri 10/23/26	0 days
72	Design Team Punch List Review	0 days	0 days	Fri 10/23/26	NA	Fri 10/23/26	Fri 10/23/26	NA	Fri 10/23/26	0 days
73	Design Team Punch List Distributed	0 days	2 days	Mon 10/26/26	NA	Mon 10/26/26	Tue 10/27/26	NA	Tue 10/27/26	0 days
74	Design Team Punch List Worked Off By Contractors	0 days	3 days	Wed 10/28/26	NA	Wed 10/28/26	Fri 10/30/26	NA	Fri 10/30/26	0 days
75	Substantial Completion	0 days	0 days	Fri 10/30/26	NA	Fri 10/30/26	Fri 10/30/26	NA	Fri 10/30/26	0 days
76	Closeout & Owner Training	0 days	20 days	Mon 11/2/26	NA	Mon 11/2/26	Mon 11/30/26	NA	Mon 11/30/26	0 days
77	Final Clean After Punch List Worked Off	0 days	4 days	Mon 11/2/26	NA	Mon 11/2/26	Thu 11/5/26	NA	Thu 11/5/26	0 days
78	Final Completion	0 days	0 days	Mon 11/30/26	NA	Mon 11/30/26	Mon 11/30/26	NA	Mon 11/30/26	0 days

Project: DUFF ALLEN ELEM RENOVATION
 Addendum #1 SCHEDULE
 Date: Wed 6/4/25

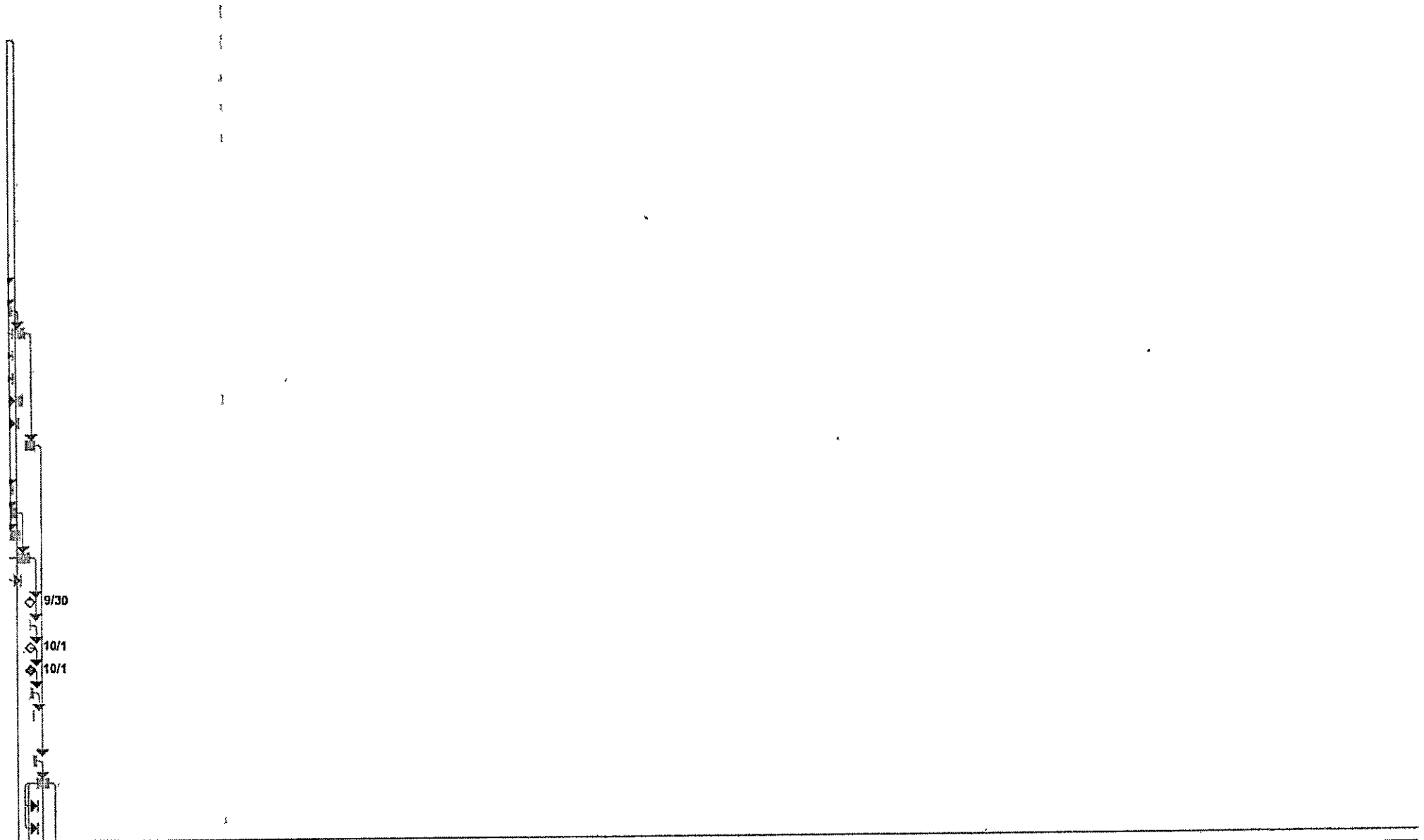
Task

Milestone

Critical

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	2026				2027				2028				2029				2030				2031				2032				2033				2034
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q



Project: DUFF ALLEN ELEM RENOVATION
 Schedule #1 SCHEDULE
 Date: Wed 6/4/25

Task

Milestone

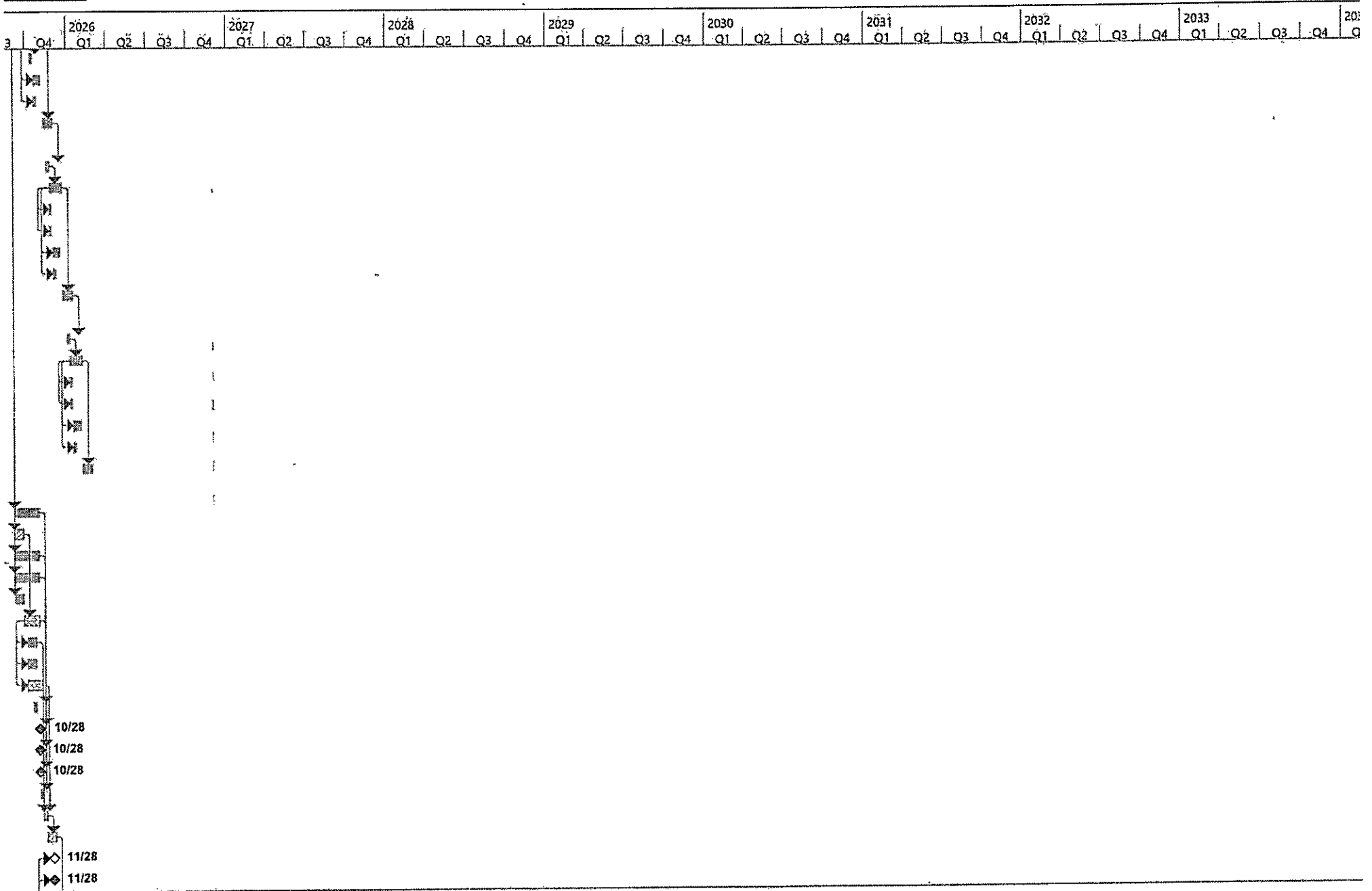
Critical

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DUFF-ALLEN ELEMENTARY RENOVATION

EXHIBIT TWO



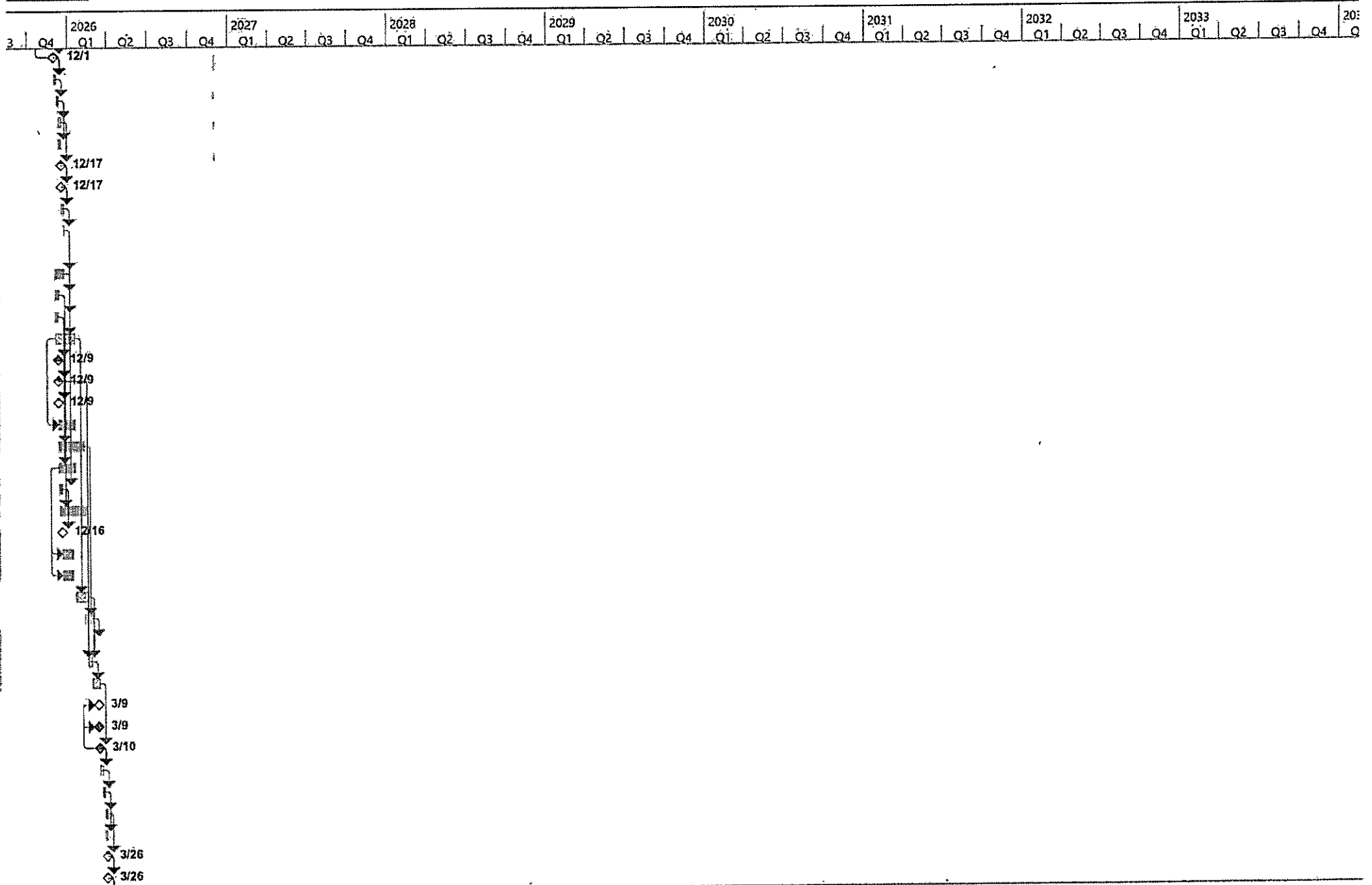
Project: DUFF ALLEN ELEM RENOVATION
Document #1 SCHEDULE
Date: Wed 6/4/25

Task

Milestone ◆

Critical

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Subject: DUFF ALLEN ELEM RENOVATION
 Attachment #1 SCHEDULE
 Date: Wed 6/4/25

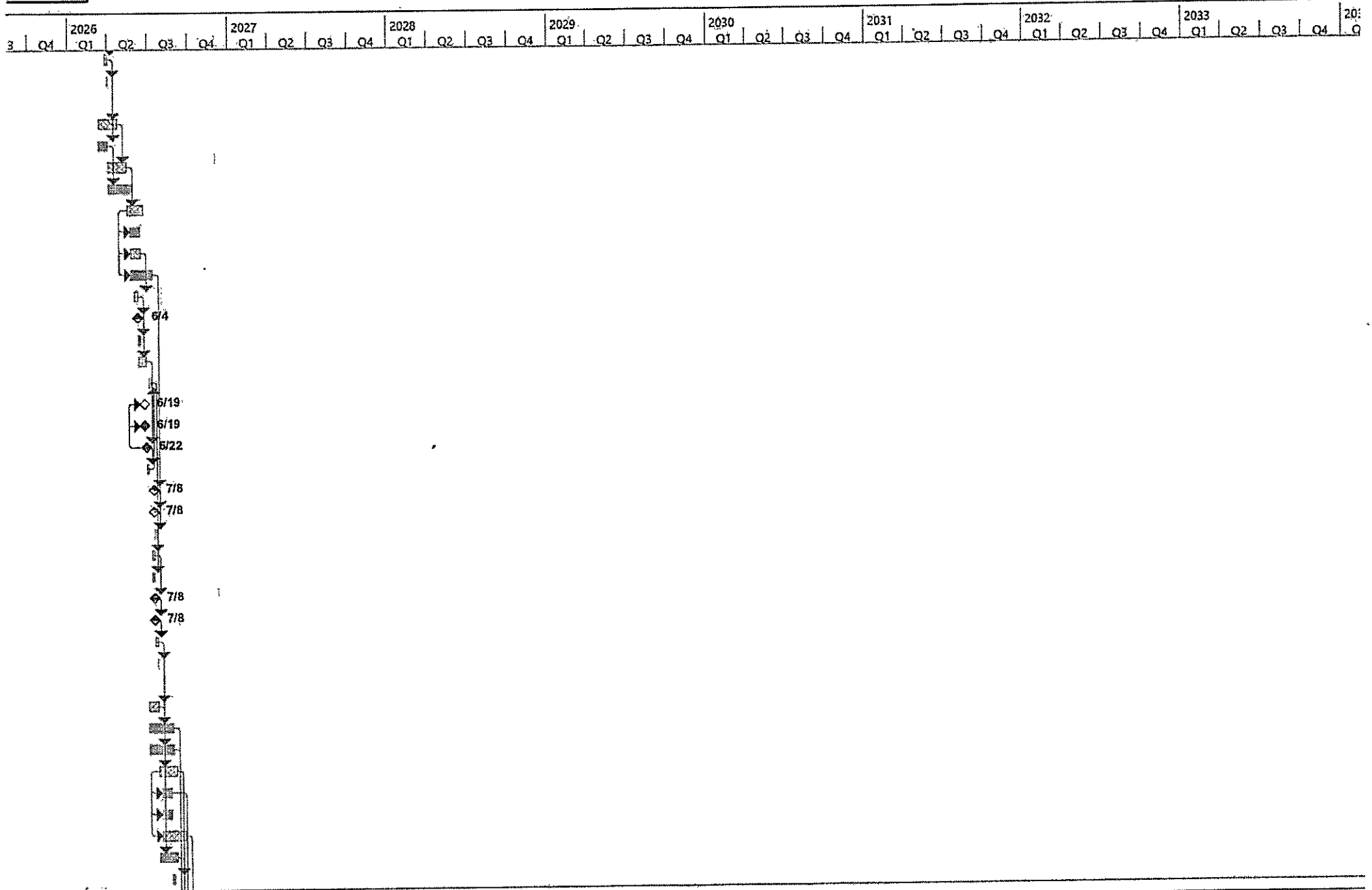
Task  Milestone  Critical 

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DUFF-ALLEN ELEMENTARY RENOVATION

EXHIBIT TWO



Project: DUFF ALLEN ELEM RENOVATION
Attachment #1 SCHEDULE
Date: Wed 6/4/25

Task



Milestone ◆

Critical

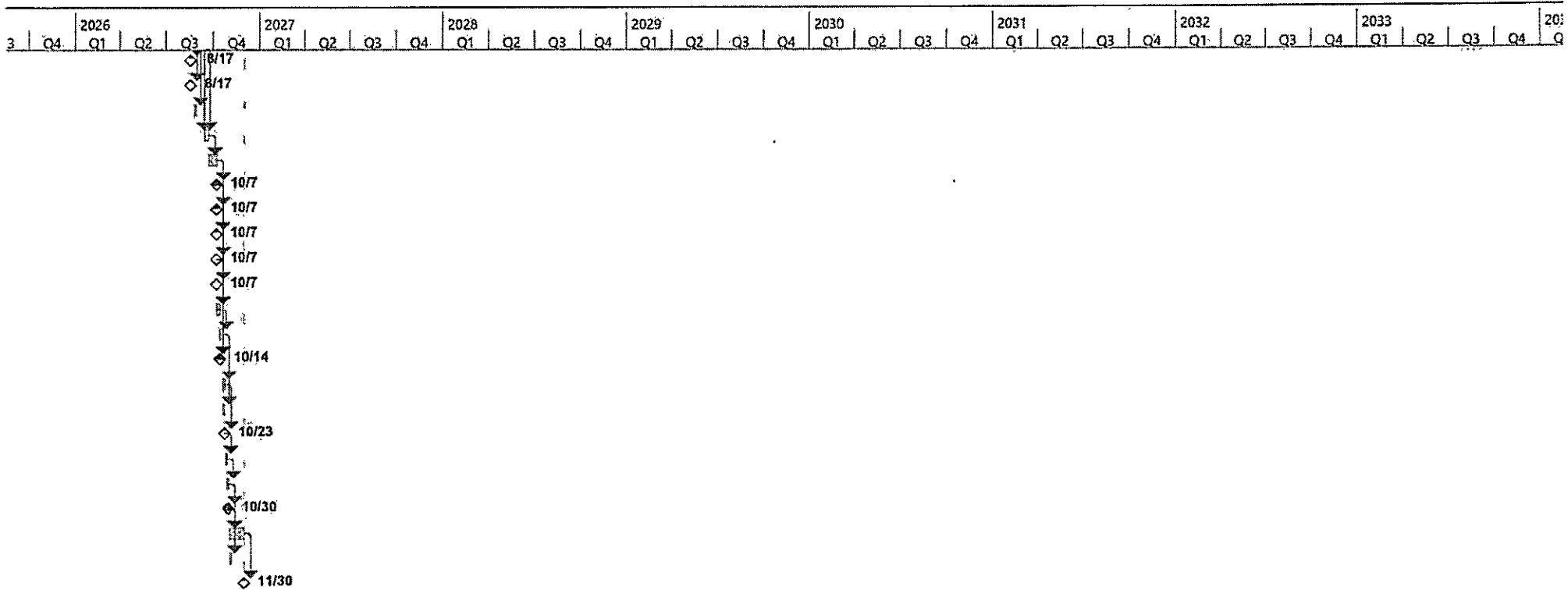


Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledge the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas



DUFF-ALLEN ELEMENTARY RENOVATION

EXHIBIT TWO



Subject: DUFF ALLEN ELEM RENOVATION
Document #1 SCHEDULE
Date: Wed 6/4/25

Task

Milestone ◆

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SECTION 00200**KENTUCKY DEPARTMENT OF EDUCATION**
702 KAR 4:160**FORM OF PROPOSAL**BG No: 24-293Date: 5/27/2025 To: Floyd
Pike County Board of EducationProject Name: Duff Allen Central Elementary Renovation Bid Package No. BP#5City, County: Eastern, FloydName of Contractor: TOADVINE ENTERPRISES INCMailing Address: PO BOX 190, TAYLORSVILLE RD, FISHERVILLE KY, 40023Business Address: 14800 TAYLORSVILLE RD, FISHERVILLE KY, 40023 Telephone: 502.912.1354

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, 2 (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:

\$166,943.00

Use Figures

ONE HUNDRED AND SIXTY SIX THOUSAND AND NINE HUNDRED AND FORTY THREE Dollars & ZERO Cents

Use Words for both dollars and cents

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. If no change in cost, indicate in box in "No Cost Change" Column. If alternate does not apply to bidder's scope of work, indicate in box in "Not Applicable" Column.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change (from the Base Bid)	Not Applicable
Alt. Bid No. 1	Provide Automated Logic controls - Manufacturer (Section 23 05 00)			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alt. Bid No. 2				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 3				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 4				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>	<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>	<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.

SECTION 00200
KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

FORM OF PROPOSAL

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.

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Fire Protection	NA
2.	Mechanical	NA
3.	Sheet Metal	NA
4.	Insulation	NA
5.	Water Treatment	NA
6.	Temperature Controls	NA
7.	Electrical Division 26	NA
8.	Communications Division 27	NA
9.	Safety & Security Division 28	NA
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

SECTION 00200
KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:180

FORM OF PROPOSAL

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
36.		
37.		
38.		
39.		
40.		

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.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Mechanical		NA
2.	Water-Source Heat Pumps		NA
3.	Hydronic Specialties		NA
4.	Hydronic Pumps		NA
5.	Water Treatment		NA
6.	Energy Recovery Units		NA
7.	Boiler		NA
8.	Louvers		NA
9.	Air Devices		NA
10.	Gravity Vent		NA
11.	Electrical		NA
12.	Fire Alarm System		NA
13.	Communications & Cabling		NA
14.	Intercom & Clock		NA
15.	Sound Systems		NA
16.	Access Control System		NA
17.			
18.			

SECTION 00200
KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

FORM OF PROPOSAL

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
19.			
20.			
21.			
22.			
23.			
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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.

	WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	UNIT (to be filled out by the Contractor)
1.	Install one square foot of rigid Polyiso roof insulation, 2.2" thick		NA
2.	Remove and replace one square foot of 5/8" plywood roof sheathing,		NA
3.	Install one square foot of fully adhered EPDM roofing, .060 thickness		NA
4.	Install one square foot of standing seam metal roofing and underlayment, as speced		NA
5.	2" Hydronic valve -- Installed in existing piping		NA
6.	4" Hydronic valve -- Installed in existing piping		NA
7.	6" Hydronic valve -- Installed in existing piping		NA
8.	¾ Inch EMT Conduit - Installed		NA
9.	1-Inch EMT Conduit - Installed		NA
10.	3#12 Conductor - Installed in Conduit		NA
11.	Duplex Receptacle - Installed		NA
12.	120-Volt, 20 Amp, Single Pole Circuit Breaker - Installed		NA
13.	Fire Alarm A/V Unit -- Installed		NA
14.	Fire Alarm Pull Station -- Installed		NA
15.	Duct-mounted Smoke Detector -- Installed		NA
16.	Voice/Data Outlet with Two Category 6A RJ-45 Jacks - Installed		NA
17.	Category 6 UTP Cable -- Installed in Conduit		NA
18.	Install one linear foot of 1x10 fascia board		NA
19.	Install one square foot of fascia metal		NA

SECTION 00200
KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

FORM OF PROPOSAL

	<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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SECTION 00200
KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:180

FORM OF PROPOSAL

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.

	<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)
1.	PORTER ATHLETICS	(82) 2x6 WALL PADS, (3) 2-SIDED CORNER PADS, (4) BACKBOARD PADDING	\$12,389.00
2.	INTERKAL	(1) BLEACHER, 12ROWS/83'	\$69,617.00
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19.			

SECTION 00200
KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

FORM OF PROPOSAL

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
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SECTION 00200
KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

FORM OF PROPOSAL

	<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.			
47.			
48.			
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50.			

SECTION 00200

KENTUCKY DEPARTMENT OF EDUCATION

702 KAR 4:160

FORM OF PROPOSAL

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: TOADVINE ENTERPRISES, INC

AUTHORIZED REPRESENTATIVE'S NAME: Michael W. Toadvine
Signature

AUTHORIZED REPRESENTATIVE'S NAME(printed): MIKAEL W TOADVINE

AUTHORIZED REPRESENTATIVE'S TITLE: PRESIDENT

**NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than ~~of \$25,000.~~ \$100,000.
(change effective June 3, 2019.)**

This form shall not be modified.

SECTION 00202
KENTUCKY DEPARTMENT OF EDUCATION
NON-COLLUSION AFFIDAVIT
702 KAR 4:160

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- ☒ Any school board member or the superintendent;
- ☒ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

MICHAEL W TOADVINE PRESIDENT

Name Title
TOADVINE ENTERPRISES INC

Name of Company

Subscribed and Sworn to Me this

23 day of MAY,

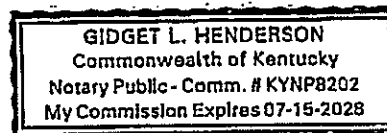
2025.

Gidget L. Henderson
Notary Signature

My Commission expires:

July 15, 2028.

Notary Seal,



SECTION 00207
AFFIDAVIT OF ASSURANCES

REV 03/21



Public Protection Cabinet
Department of Housing, Buildings and Construction
Division of Building Code Enforcement
500 Mero Street, First Floor
Frankfort, KY 40601-1987

Case Number: _____
Project Name: Duff Allen Central Elementary Renovation
City/County: Eastern / Floyd

AFFIDAVIT OF ASSURANCES
PURSUANT OF KRS 198B.060(10)

Comes the Applicant, (Please Print Name) MICHAEL W TOADVINE and
states pursuant to KRS 198B.060(10), that all contractors and subcontractors employed or that will be employed on any
activity under the above referenced project shall be in compliance with the Commonwealth of Kentucky requirements for
Workers' Compensation Insurance (according to KRS Chapter 342) and Unemployment Insurance (according to KRS
Chapter 341).

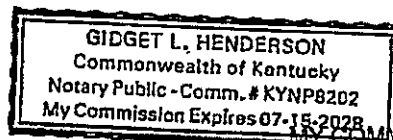
This the 23 day of MAY, 2025.

Michael W. Toadvine

CONTRACTOR, OWNER OR OWNER'S AGENT

The foregoing Affidavit of Assurances was acknowledged and sworn to before me by

Michael W. Toadvine, Applicant, on this the 23RD day of May, 2025.



Gidget L. Henderson

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

MY COMMISSION EXPIRES July 15, 2028.

Note: This Affidavit of Assurances shall be submitted for any project under State jurisdiction and where there is no local building official.
Persons claiming exemption to the Workers' Compensation Laws should file a Waiver with the Kentucky Department of Workers' Claims,
Division of Security & Compliance, 500 Mero Street, Third Floor, Frankfort, Kentucky 40601, (1-800-554-8601).



Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Toadvine Enterprises
P.O. Box 190
Fishersville, KY 40023

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60198-1058

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
EASTERN, KY 41622

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

DUFF ALLEN CENTRAL ELEMENTARY RENOVATION - GYMNASIUM WALL PADS AND BLEACHERS

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 May, 2025

Michael W. Jordan

(Witness)

Thomas Bracke

(Witness)

Toadvine Enterprises

(Principal)

(Seal)

By: PRESIDENT

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: *Erica Thomas*

(Title) Erica Thomas

Attorney-in-Fact



Bond No. Bid Bond

Obligee: FLOYD COUNTY BOARD OF EDUCATION

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Erica Thomas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

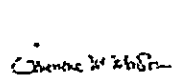

By: Christopher Nolan
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposited and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Catherine M. Martin
Notary Public
My Commission Expires January 27, 2027



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of May, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CODELL

Duff Allen Elementary Renovation

Approval of your bid by the Owner requires confirmation that all work included in your bid package is covered in your base bid as well as any applicable alternates. Additionally, confirmation that there are no questions as to responsibility of scope is required. This confirmation serves as your post bid interview and confirms you are comfortable with your bid and prepared to enter into an agreement with the Owner. Please initial items 1-5 below, sign, and return via email to bcobb@codellconstruction.com

1. All work described in your bid package is included in your form of proposal SCW
2. There are no questions regarding your scope responsibility SCW
3. There are no exclusions in your form of proposal SCW
4. You have reviewed the Baseline Construction Schedule(s) and will provide the manpower to meet the schedule SCW
5. You are comfortable with your bid and prepared to enter into a contract utilizing the contract agreement located in Section 00400 of the Volume One Project Manual SCW

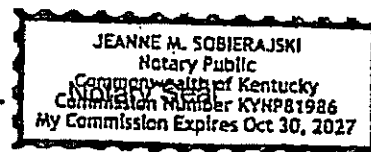
Print Name: Stanley E. Winchester Jr.
Signature: [Signature]
Company Name: Tooltime EMT.
Bid Package #: 5
Date: 6/2/2025

Subscribed and Sworn to Me this

6th day of June, 2025
[Signature]
Notary Signature

My Commission expires:

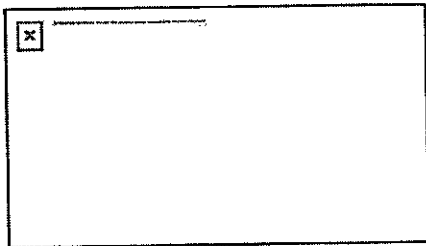
10/30, 2027



Matt Heck

From: Bill Cobb <BCobb@codellconstruction.com>
Sent: Wednesday, July 30, 2025 3:12 PM
To: Matt Heck; Frances Jones
Cc: Matt Heck; Gidget Henderson
Subject: RE: Duff Allen Elementary 25-095

Matt,
Understood regarding the schedule. Understood order cannot be placed without approved submittals. Architect expects to get them approved anytime now. Codell does not have issue with the September date not being realistic. Please sign contract. Please



Bill Cobb

Project Manager | Codell Construction Company
A: 4475 Rockwell Road Winchester, KY 40391
P: 859.744.2222 ext. 222 C: 606.794.0463
E: bcobb@codellconstruction.com W: codellconstruction.com



Codell Construction Company will never request or provide proprietary information (checking, credit card, security codes, etc.) via email. Please contact your Codell representative directly to confirm or provide such information. Do not open attachments or forward this email unless you recognize the sender, the sender's email domain and you know the content is safe.

From: Frances Jones <FJones@codellconstruction.com>
Sent: Wednesday, July 30, 2025 2:57 PM
To: Bill Cobb <BCobb@codellconstruction.com>
Cc: Matt Heck <matt@toadvine.com>; Gidget Henderson <ghenderson@toadvine.com>
Subject: FW: Duff Allen Elementary 25-095

Okay, thanks for the clarification. I was confused about what you were needing.

Bill, please see below and respond. I need to get this contract to the owner.

Thanks!

Frances

Codell Construction Company will never request or provide proprietary information (checking, credit card, security codes, etc.) via email. Please contact your Codell representative directly to confirm or provide such information. Do not open attachments or forward this email unless you recognize the sender, the sender's email domain and you know the content is safe.

From: Matt Heck <Matt@Toadvine.com>
Sent: Wednesday, July 30, 2025 2:54 PM
To: Frances Jones <FJones@codellconstruction.com>; Gidget Henderson <ghenderson@Toadvine.com>
Subject: RE: Duff Allen Elementary 25-095

Hi Frances,

We are ok with the substantial completion date. It's the install date for the bleachers in the schedule that was attached to the contract that is in question. The schedule calls for a 9/3/2025 install date. Best case scenario for delivery and install is late January or early February 2026 due to manufacturer capacity. Before signing, I wanted to make sure everyone is onboard with those dates.



MATT HECK | TOADVINE ENTERPRISES

P: (502) 912-9494 | C: (502) 593-0100

A: P.O. Box 190 Fisherville, KY 40023

E: matt@toadvine.com | W: toadvine.com



SEATING • ATHLETIC EQUIPMENT • VIDEO SCOREBOARDS

From: Frances Jones <FJones@codellconstruction.com>
Sent: Wednesday, July 30, 2025 2:30 PM
To: Gidget Henderson <ghenderson@Toadvine.com>
Cc: Matt Heck <Matt@Toadvine.com>
Subject: RE: Duff Allen Elementary 25-095

The substantial and final are spelled out on page 4 of the contract. There is also a schedule attached as exhibit two. Is there something more specific you need?

Portion of the Work

Substantial Completion Date

The Project Schedule Commences on June 16, 2025.

Substantial Completion shall be by October 30, 2026. Final completion shall be by November 30, 2026. Contract extensions for change orders, weather, or other will be adjusted by letter to all contractors on a monthly review basis. The Architect and Construction Manager will determine these extensions at each Monthly Management Meeting. Construction Project Schedule is attached as Exhibit No. Two and made a part of this contract. Contractor shall perform its scope of work as required by the Project Schedule to achieve substantial and final completion as required.