

CONTRACTURAL PRICING

TO: Justin Kaiser
PROJECT: Beechwood Ind. Schools - Football
LOCATION: Fort Mitchell, KY

BID DATE: 12/19/2025
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ADDENDUMS: N/A

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

This is contractual pricing for the renovation of the Beechwood Independent School Football Stadium Renovation. Adding aisle steps, mid-aisle rails, ADA, and expansion. Break outs for materials and installation provided at time of order.

Concrete is not included in the prices below. However, an allowance is called out at the bottom in exclusions.

Pricing for Materials, Equipment, and Installation:

Options:

A. \$570,502

B. \$570,495

C. \$632,246

SCOPE:

1. Grandstand Layout Options:
 - a. OPTION A
 - i. (1711) Total Seats
 - ii. 8 Row Wing Expansion 12/26 Rise/Run BENCH SEATING ONLY
 - iii. 4 Row Center VIP Replacement – 18/33 Rise/Run
 - iv. Galvanized Steel Understructure
 - v. Welded Aluminum Decking with Slip and Stain Resistant Finish
 - vi. Powdercoated Aluminum Risers
 - vii. Intermediate Steps with Anodized Mid-Aisle Handrails
 - viii. (96) Interkal Vision Chair on Chair Rail
 - ix. Anodized Seatboards



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- x. (2) New ADA Platforms at Outside Seating Sections, adding (8) ADA Spaces on bleacher
 - 1. (6) ADA Spaces located at existing ADA plaza
- xi. Black Vinyl Chainlink Fencing
- xii. 5' Rear Walkway with 42" Tall Drink Rail
- xiii. Intermediate Steps and Mid-Aisle Rails on Lower Existing Stand

b. OPTION B

- i. (1510) Total Seats – (96) Chair Backs
- ii. 6 Row Wing Expansion 16/33 Rise/Run (READY FOR FUTURE CHAIRS)
- iii. 4 Row Center VIP Replacement – 18/33 Rise/Run
- iv. Galvanized Steel Understructure
- v. Welded Aluminum Decking with Slip and Stain Resistant Finish
- vi. Powdercoated Aluminum Risers
- vii. Intermediate Steps with Anodized Mid-Aisle Handrails
- viii. (96) Interkal Vision Chairs on Chair Rail
- ix. Anodized Seatboards
- x. (2) New ADA Platforms at Outside Seating Sections, adding (14) ADA spaces on bleacher
- xi. Black Vinyl Chainlink Fencing
- xii. 5' Rear Walkway with 42" Tall Drink Rail
- xiii. Intermediate Steps and Mid-Aisle Rails on Lower Existing Stand

c. OPTION C

- i. (1462) Total Seats
- ii. 6 Row Wing Expansion 16/33 Rise/Run
- iii. 4 Row Center VIP Replacement – 18/33 Rise/Run
- iv. Galvanized Steel Understructure
- v. Welded Aluminum Decking with Slip and Stain Resistant Finish
- vi. Powdercoated Aluminum Risers
- vii. Intermediate Steps with Anodized Mid-Aisle Handrails
- viii. (378) Interkal Vision Chairs on Chair Rail
- ix. Anodized Seatboards
- x. (2) New ADA Platforms at Outside Seating Sections, adding (14) ADA spaces on bleacher
- xi. Black Vinyl Chainlink Fencing
- xii. 5' Rear Walkway with 42" Tall Drink Rail
- xiii. Intermediate Steps and Mid-Aisle Rails on Lower Existing Stand

2. Design & Engineering

3. Labor and Equipment for Installation



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4. Co-Op Fees
5. Selective Demolition – Pertaining To Scope Defined Above

EXCLUSIONS:

1. Geotechnical Services
2. Surveying
3. Concrete Installation
 - a. Budgetary Allowance: \$60,000
4. Permits/Licenses of any Kind
5. Special Inspection Services
6. Testing and Inspections Services
7. Taxes – SALES OR USE.
8. Bonding

QUALIFICATIONS:

1. Free and Clear Access to Grandstand Construction during time of installation
2. Budgetary Concrete Allowance Pricing is \$60,000.
 - a. Once final design layout is approved, Toadvine will engage our engineer to provide preliminary foundation sizing. After Toadvine will define the concrete budget.
3. Toadvine recommends Option A is to be reviewed and deemed acceptable by the local Code Official.

PAYMENT TERMS:

1. 30% Upon Order Entry
2. 30% Upon Returned Submittals for Material Procurement
3. 30% Upon Material Delivery/Installation Commencement
4. 10% Upon Completion

RESPECTFULLY,
Toadvine Enterprises
By *Chris Toadvine*

ACCEPTED: _____

(name)

(date)



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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. Insurance limits exceeding, or other requirements beyond, the attached standard insurance certificate & endorsements.
7. Waiver of lien or bond rights prior to receiving payment

DESIGN AND CONSTRUCTION ITEMS

8. Demolition.
9. Temporary Access (roadways, bridges, matting, etc.)
10. Field Welding
11. Geotechnical Services.
12. Special Inspection Services.
13. Testing and Inspections Services.
14. Protection of our work from the work performed by others.
15. Obtaining building permits of any kind.
16. Services for early foundation design.
17. Services resulting from changes of scope, magnitude and timeline of the project as described.
18. Services resulting from corrections or revisions required because of errors or omissions in construction by the contractor or other subcontractors.
19. Shimming more than amount included in bid.
20. Shimming for work performed by others that is out of industry standard tolerance or tolerances noted on Toadvine Enterprises design documents.
21. 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.
22. BIM requirements
23. Design or construction of shoring and bracing for excavations and buildings or underpinning of adjacent structures.
24. 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.
25. Verification of field measurements after our design drawings have been approved.
26. Lightning protection or electrical grounding cables, unless noted otherwise in our proposal.
27. Composite clean-up crew participation.
28. Multiple cleaning iterations of installed materials
29. Dust control
30. Flagmen, street barriers, permits to close streets, etc.
31. Task lighting
32. Security of material, equipment, tools from theft.
33. Gutters, drip shields, drain bodies, drain connections or any other types of drainage items within or below the stadia system.
34. Drop panels, sub-roofs, or closure material at thresholds between our work and the work of others, not shown on the contract drawings.
35. Flashing, or other joint or closure material, at thresholds between our work and the work of others, not



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shown on the contract drawings.

36. Trim, closure, or other material necessary around the penetration of the building columns through the stadia / loge areas.
37. Vertical closure at egress stairs and/or ramps, below the tread support channels
38. Riser Closure / Skirting unless noted in scope of work.
39. Fencing below the grandstand unless noted in scope of work
40. Fencing or railing system not attached to stadia (unless specifically included in scope of work).
41. Embedded steel in concrete or other work provided by others.
42. Anchor bolt material or templates for work not specified by Toadvine Enterprises
43. Fire protection, firestopping or fire rating for any provided materials

FOUNDATION/CONCRETE ITEMS

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

PROPOSAL CLARIFICATIONS

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



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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.

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.

