



AIA[®] Document G731[™] – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address)

TK Stone Middle School Renovation

323 Morningside Dr, Elizabethtown, KY
42701

OWNER: (name and address)

Elizabethtown Independent Board of Education
219 Helm Street, Elizabethtown, KY 42701

CONTRACTOR: (name and address)

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

CONTRACT INFORMATION:

Contract For:
BP 127-01 Bleachers and Athletic
Equipment

Date:
January 22, 2025

CHANGE ORDER INFORMATION:

Change Order Number:
018

Date:
July 02, 2026

ARCHITECT: (name and address)

Ross -Tarrant Architects
101 Old Lafayette Ave, Lexington, KY 40502

CONSTRUCTION MANAGER: (name and address)

Alliance Corporation
116 E. College Street, Glasgow, KY 42141

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Cost associated with repairing / relocating old bleachers.

The original Contract Sum was	\$	440,549.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	440,549.00
The Contract Sum will be increased by this Change Order in the amount of	\$	29,750.00
The new Contract Sum including this Change Order will be	\$	470,299.00

The Contract time will be unchanged by () days.

The Contractor's Work shall be substantially complete on .

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

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

ARCHITECT (Signature)

BY: Oreon Williams, Ross Tarrant Architects
(Printed name, title, and license number if required)

Date

CONSTRUCTION MANAGER (Signature)

BY: Dalton Jackson, Alliance Corporation
(Printed name and title)

Date

CONTRACTOR (Signature)

BY: Toadvine Enterprises
(Printed name and title)

Date

OWNER (Signature)

BY: Paul Mullins, Superintendent, Elizabethtown Board of Education
(Printed name and title)

Date

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CONTRACTUAL PRICING

TO: Alliance Corporation
PROJECT: TK Stone – Existing Bleacher Rebuild
LOCATION: Elizabethtown, KY

BID DATE: NA
DATE: 6/17/2026
ADDENDUMS: NA

This is a Contractual Proposal for re-assembling the existing 10-Row x 21' Long bleacher, ramp, and stair at the TK Stone Football Field, next to the newly installed home side bleacher. This stand will be stand-alone.

INCLUSIONS:

1. Re-Assembly Existing Stand

- a. 10-Rows x 21' Long – Existing to Remain
- b. 40" Elevated Grandstand – Existing to Remain
- c. 8" Rise / 24" Run – Existing to Remain
- d. Mill Finish Aluminum Understructure – Existing to Remain
- e. Mill Finish Aluminum Deck System – Existing to Remain
- f. **POWDERCOATED ALUMINUM RISERS - NEW**
- g. Anodized Mid-Aisle Handrails – Existing to Remain
- h. Anodized Seatboards – Existing to Remain
- i. ADA Compliant Wheelchair and Companion Seating – Existing to Remain
- j. **BLACK VINYL CHAINLINK FENCE - NEW**
- k. (1) Egress Stair – 60" Wide – Existing to Remain
- l. (1) Egress Ramp – 60" Wide L-Shape – Existing to Remain
- I. **ONLY REPLACE DAMAGED SUPPORT POSTS**
- m. **POWDERCATED ALUMINUM RISER SKIRTING - NEW**

2. Labor and Equipment for Re-Installation

3. Power Wash & Clean after Install



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EXCLUSIONS:

1. Demolition
2. Dumpsters to be Provided by Alliance Corporation
3. Geotechnical Services
4. Architectural Fees
5. Surveying
6. Concrete Installation
7. Permits/Licenses of any Kind
8. Special Inspection Services
9. Testing and Inspections Services
10. Composite Crew Cleaning
11. Co-Op Fees
12. Bonding

QUALIFICATIONS:

1. Installation pricing is based on Free and Clear Access to Grandstand Construction during time of installation.
 2. Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.
-



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QUOTE ACCEPTANCE:

Thank you for the opportunity for Toadvine Enterprises to provide this proposal.

By signing below, the Client agrees to the following:

1. Base Contract Acceptance

The Client hereby accepts the Base Total for Material, Labor, and Equipment in the amount of:

Change Order Price _____ **\$29,750**

2. No Modifications by Handwritten Notes

Handwritten notes, markups, or modifications not expressly incorporated into this agreement and acknowledged by both parties shall not modify the Contract Sum or scope of work

3. Proposal Validity

The fees and pricing contained in this proposal are valid for a period of thirty (30) days from the date of issuance. If this proposal is not accepted within that time, Toadvine Enterprises reserves the right to review and adjust the proposed fees to reflect current labor rates, material costs, market conditions, and project scheduling requirements.

RESPECTFULLY,
Toadvine Enterprises
By *Andrew Eaton*

ACCEPTED:

Paul M. Mullins

(name)

9/17/26

(date)

Paul Mullins



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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.

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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 RFIs 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.



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FACPAC Contract Change Order Supplemental Information Form (Ref# 65366)

Form Status: Saved

Tier 1 Project: T.K. STONE RENOVATION & ADDITION

BG Number: 24-207

District: Elizabethtown Independent (HB678) (152)

Status: Active

Phase: Project Initiation (View Checklist)

Contract: Toadvine Enterprises , 0127, Bleachers and Athletic Equipment

Type: CM Bid Package

Proposed

Change Order Number	1
Time Extension Required	No
Date Of Change Order	7/2/2026
Change Order Amount To Date	Increase

Construction Contingency

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

Current Approved Amount	\$1,129,054.90
Net Approved COs	\$373,966.89
Remaining After Approved COs	\$755,088.01
Net All COs	\$530,395.04
Remaining After All COs	\$598,659.86

This Requested Change Order Amount \$29,750.00

+/-

Change In A/E Fee This Change Order \$2,008.13

+/-

Change In CM Fee This Change Order \$0.00

+/-

Remaining Construction Contingency \$662,070.52

Balance

Contract Change Requested By Local Board of Education

Contract Change Reason Code Expansion of Scope

Change Order Description And Justification

Cost associated with repairing / relocating old bleachers.

Cost Benefit To Owner

The cost of this chage order has been reviewed and determined to be reasonable.

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

Detailed Cost Breakdown

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

Detail Item	Amount	Percent of Total
Labor	\$29,750.00	100.00%
Materials		0.00%
Profit and Overhead		0.00%
Bond Insurance		0.00%

Cost Breakdown Total: \$29,750.00

Cost for this Change Order supported by an alternate bid or competitive price quote

Explain Why

Executed contract with contractor

**Change Order Supplemental Information Form Signature
Page (Online Form Ref# 65366)**

Architect

Date

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date