

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

#0348- Rineyville Elementary School
275 Rineyville School Rd
Rineyville, KY 40162

Project # #0348
Tel: 270-769-0938

WHITTENBERG CONSTRUCTION CO.
Fax: 270-769-0204

Change Order Request: 043

Date: 10/19/2007

To: Larry Gream
PECK FLANNERY GREAM WARREN INC.
112 North Main Street
Elizabethtown, KY 42701

From: Chris Jones
WHITTENBERG CONSTRUCTION CO.
P.O. Box 9429
4774 Allmond Av.
Louisville, KY 40209-9429

Description	Category	Status
Add 8 Poke Thrus in Phase 2		In Review

Reference	Required By	Days Req	Amt Req
WBW Engineering request dated 10/12/07		0	1,230

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description						
Notes						
043	10/19/2007		1,230	0	Change Order	Consultant Directive

Item No	Item Description	Amt Prop	Reference
001	Add Poke Thrus (see Marine quote attached)	1,160	
002	WCC 5%	58	
003	Bond 1%	12	

Approved By:

Signature _____

Name _____

Date _____

Prolog Manager

Printed on: 10/19/2007 Whittenberg

Page 1

Marine Electric Company

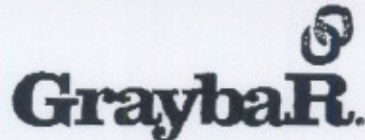
JOB Whittenberg (Chris Jones)Rineyville Elementary(8) Poke ThrusCOR #15ESTIMATE NO. 0048-06MARINE JOB NO. 1525ESTIMATED BY MAK

CHECKED BY _____

APPROVED BY _____

DATE 101/12/2007

ITEM NO.	DESCRIPTION	MATERIAL	LABOR HRS
1	Material	\$ (340.88)	0
2	Labor		(31)
3			
4	Material	\$ 1,880.00	
5	Labor		19
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
NON-PRODUCTIVE LABOR		MISC. MATERIAL & LABOR	\$ -
HANDLING MATERIAL	0	NON-PRODUCTIVE LABOR	\$ -
LAYOUT / SUPERVISION	0	TOTALS	\$ 1,539.12
TRAVEL TIME	0	AVERAGE LABOR RATE PER HOUR	\$ 46.64
OVERTIME	0	LABOR COST	\$ (585.80)
TOTAL	0	MATERIAL COST	\$ 1,539.12
JOB EXPENSE		JOB EXPENSE	\$ 100.93
BOND	0.009	TOTAL PRIME COST	\$ 1,054.25
TRAILER		% OVERHEAD 10%	\$ 105.42
EXCAVATION		TOTAL NET COST	\$ 1,159.67
RIGGING	0%	SELLING PRICE	\$ -
PERMIT & INSPECTION FEES		COR #15 PRICE QUOTED	\$ 1,160.00
RENTAL EQUIPMENT			
TRUCKS			
DELIVERIES			
TELEPHONE			
DRAWINGS			
FREIGHT / CARTAGE			
KY SALES TAX	6%		
TEMPORARY POWER / LIGHT			
PAINTING			
TOTAL			



3880 BUSINESS PARK DR.
LOUISVILLE KY 40213
Phone: 502-969-2971
Fax: 502-969-7152

To: MARINE ELECTRIC COMPANY
110 S 1ST STREET
LOUISVILLE KY 40202
Attn: MIKR KAREM
Phone: 502-587-6514
Fax:
Email: miked@marine-electric.com

Date: 10/16/2007
Proj Name: RINEYVILLE ELEM.
GB Quote #: 205664221
Valid From: 10/16/2007
Valid To: 11/15/2007
Contact: Blair Betz
Email: Blair.Betz@gbe.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Notes:	F/A						
FACTORY STOCK ARDEN, NC. (3-4 DAY SHIP TIME)							
SISP4X4 INCLUDED W/ POKE THROUGH. PLEASE ADVISE IF EXTRA ARE NEEDED.							
100	8 EA	HUBBELL	S1PT4X4BRS	FRPT 1 PIECE 4X4 SYS 1 BRASS	\$190.00	1	\$1,520.00
		WIRING DEVICES					
GB Part #: 25066697 UPC #: 78358537130							

Signed: _____

Total in USD (Tax not included): \$1,520.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: MARINE ELECTRIC COMPA'
110 S 1ST STREET
LOUISVILLE KY 40202
Attn: MIKR KAREM

Date: 12/16/2007
Proj Name: LANEYVILLE ELEM.
GB Quote #: 205664221

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
------	----------	----------	-------------	-------------	-------	------	------------

Terms and Conditions of sale:

1. **ACCEPTANCE OF ORDER, TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Seller is not to be responsible for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for storage, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
9. **MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. **REELS** - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should return the nearest Graybar service location to return reels.
11. **CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
12. **PAYMENT TERMS** - Payment terms shall be as stated on our invoice, or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by set due date. Visa, Mastercard, American Express and Discover credit cards are accepted at point of purchase only.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7406 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

**PECK FLANNERY GREAM WARREN
ARCHITECTS, LLC**

Larry Gream, Architect

24

October 9, 2007

Chris Jones
Whittenberg Construction Co.
4774 Allmond Avenue
Louisville, Kentucky 40209

RE: Rineyville Elem. School
Architect Project No. 0508
Gym Modifications

Dear Chris:

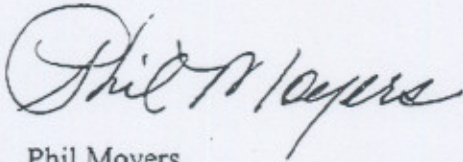
Attached is a copy of PFGW's Mod. #31 dated October 5, 2007 regarding the installation of a new electrical closet in the Gym near the Gym. Storage #153. The following list of modification are to also be included with this change.

- Delete acoustical tile ceiling system in A/V #151 and provide mount support for the "F4G" light fixture at 9'-0" above finish floor.
- Location door frame A227 to location shown on the attached Mod. No.31 and provide new Type "F" 3'-0"x7'-2"x 1 3/4" wood door. Provide Hardware Set #3 for this door to match A/V #151 door A151.
- Provide Room Finishes as shown on the attached Mod. No. 31 drawing.
- Relocate gym electrical panel "G" and surface mount panel as shown on the attached Mod. No. 31 drawing.
- At door location A227 - Provide a 10 3/4" deep hollow metal frame and prep to fit wood door and hardware presently under existing contract

- Provide a side wall sprinkler head at 9'-0" above finish floor similar to the one shown on sheet SP-1 in the A/V #151 of the contract documents.

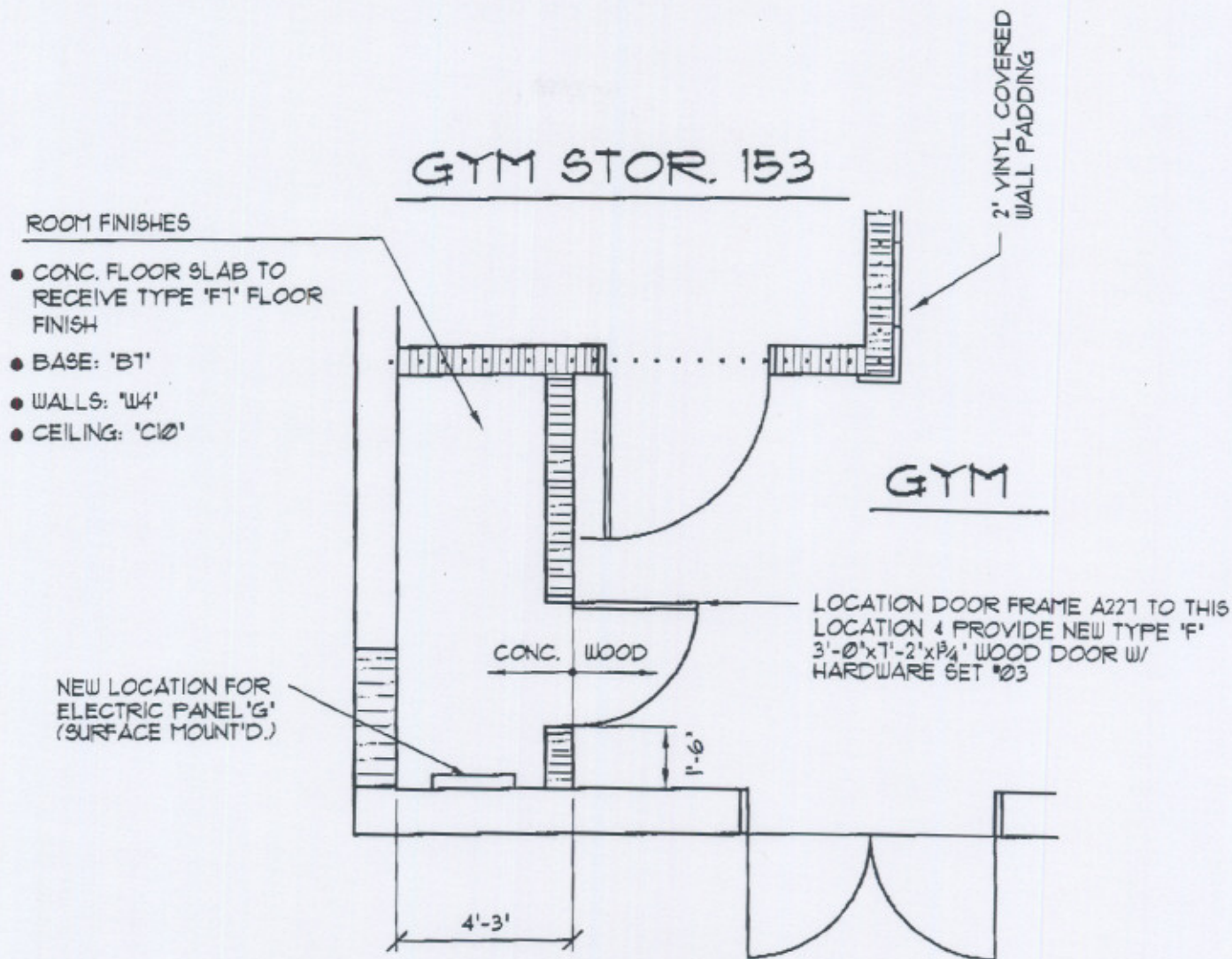
If you have any questions or should you require additional information, please give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Phil Moyers". The signature is written in dark ink and is positioned above the printed name.

Phil Moyers

cc: Charlie Jones
pm



NEW ELECTRICAL ROOM IN GYM

SCALE: 1/4" = 1'-0"

RINEYVILLE ELEM. SCHOOL	JOB NO. 0508
 Peck Flannery Gream Warren Inc. architects 102 North Main Elizabethtown, Kentucky 42701	DATE OCTOBER 5, 2007
	DRAWING MOD. 31

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

#0348- Rineyville Elementary School
275 Rineyville School Rd
Rineyville, KY 40162

Project # #0348
Tel: 270-769-0938

WHITTENBERG CONSTRUCTION CO.
Fax: 270-769-0204

Change Order Request: 046

Date: 11/30/2007

To: Larry Gream
PECK FLANNERY GREAM WARREN INC.
112 North Main Street
Elizabethtown, KY 42701

From: Chris Jones
WHITTENBERG CONSTRUCTION CO.
P.O. Box 9429
4774 Almond Av.
Louisville, KY 40209-9429

Description	Category	Status
Additional costs associated with MOD-31 drawing	Change Order	In Review

Reference	Required By	Days Req	Amt Req
MOD-31 Drawing		0	1,587

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
046	11/30/2007		1,587	0	Change Order	Consultant Directive

Item No	Item Description	Amt Prop	Reference
001	Add Changes per MOD-31 Drawing (see attached breakdowns and associated pricing)	1,587	

Approved By:

Signature _____

Name _____

Date _____

Prolog Manager

Printed on: 11/30/2007 Whittenberg

Page 1

11/30/2007

1 of 2

Estimate Worksheet

11/30/2007

DESCRIPTION	QTY	U/M	LABOR UNIT	MATL. / EQUIP. UNIT	SUB. UNIT	LABOR EXTENSION	MATL. / EQUIP. EXTENSION	SUB EXTENSION	LINE TOTAL
PROJECT # Rineyville Elementary School									
OWNER: HCBE									
ARCHITECT: PFGW									
C.O.R. # 46									
COR DESCRIPTION: Add Changes per MOD-31 Drawing									
DESCRIPTION	QTY	U/M	LABOR UNIT	MATL. / EQUIP. UNIT	SUB. UNIT	LABOR EXTENSION	MATL. / EQUIP. EXTENSION	SUB EXTENSION	LINE TOTAL
Install new wood door and hardware set # 3			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carpenter	1.5	HR	\$ 36.69	\$ -	\$ -	\$ 55.04	\$ -	\$ -	\$ 55.04
Laborer	2	HR	\$ 28.84	\$ -	\$ -	\$ 57.68	\$ -	\$ -	\$ 57.68
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Install new frame at south side of gym			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carpenter	2	HR	\$ 36.69	\$ -	\$ -	\$ 73.38	\$ -	\$ -	\$ 73.38
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grind and patch floor at gym closet			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laborer	2	HR	\$ 28.84	\$ -	\$ -	\$ 57.68	\$ -	\$ -	\$ 57.68
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Hardener and Sealer at new room			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laborer	1	HR	\$ 28.84	\$ -	\$ -	\$ 28.84	\$ -	\$ -	\$ 28.84
Material (no charge for material)	35	SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR SUBTOTAL	1	LS				\$ 272.62	\$ -	\$ -	\$ 272.62

Phone (502) 584-7181
Fax (502) 589-9469

TED MCCAIN COMPANY

INCORPORATED

Carpet/Resilient Flooring and Acoustical Contracting

208 E. MARKET ST.

LOUISVILLE, KENTUCKY 40202

October 12, 2007

Chris Jones
Whittenburg Construction
P.O. Box 32185
Louisville, Kentucky 40209

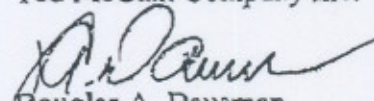
Re: Rineyville
PFGW MOD #31

Dear Chris,

Omit ACT C-1 in Room #151

Material	\$70.00
Labor, Insurance, Drayage	\$45.00
Total	<u>\$115.00</u>
Total with + 10% O&P	<\$127.00>

Respectfully Submitted,
Ted McCain Company Inc.


Douglas A. Dausman
President



CONSTRUCTION PRODUCTS

U.S. SPECIALTIES®

Trademark of the Paul Bickel Company, Incorporated

FACSIMILE MESSAGE

Date: November 19, 2007

Company: Whittenburg Const.

Attention: Chris Jones

From: Joe Mullenix

Subject: RE: Quote Rineyville Elem.

WE ARE TRANSMITTING 1 PAGE(S) (INCLUDING THIS COVER SHEET). IF YOU HAVE ANY PROBLEMS RECEIVING THIS TRANSMITTAL, PLEASE CALL (502) 587-9000.

Chris,

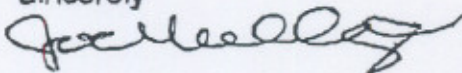
I'm pleased to quote the following:

- ✓ 1ea HM Frame 3072 103/4 3-Week Lead Time
- ✓ 1ea Wood Door 3072 Red Oak Pre-Finished 3-Week Lead Time
- ✓ 3ea Hinges
- ✓ 1ea Lockset Arrow W Best Core
- ✓ 1ea Wallstop

Total material including Tax.....\$893.00

Please call or fax with any questions or concerns.

Sincerely



Joe Mullenix
Project Manager

Dalmatian Fire, Inc.

Louisville, KY (502) 267-5511

Change Proposal

Job Name: Rineyville Elementary School				Date: 10/30/2007			
Customer: Whittenburg Construction				Arch Ref:			
Attn: Chris Jones				RFP#			
				Dalmatian Field Work Order #			
Description of Work:							
Penetrate and add additional sidewall head next to storage room 153.							
Quantity	Material	Price	Extended	Hours	Field Labor	Rate	Extended
1	Sidewall Sprinkler	\$12.68	\$12.68	2	Sprinkler Fitter	\$51.51	\$103.02
2	1" Pipe 10-6 Pieces	\$25.23	\$50.46		Sprinkler Fitter x 1.5	\$70.66	
8	1" 90's Threaded	\$3.61	\$28.88		Sprinkler Fitter x 2	\$89.82	
1	3/8" Rod 10-6	\$12.59	\$12.59		Supervision	\$62.36	
4	3/8" Top Beam Clamp	\$3.28	\$13.12	Field Labor Total			\$103.02
4	1" Hanger Rings	\$2.16	\$8.64				
				Hours	Office Labor	Rate	Extended
					Designer	\$60.00	
					Project Manager	\$75.00	
					Truck Driver	\$55.00	
				Office Labor Total			
				Quantity	Equipment Rental	Rate	Extended
					Power Machine	\$40.00	
					Aerial Work Platform	\$52.00	
				Rental Subtotal			
				6%	Sales Tax		
				Rental Total			
Material Sub Total			\$126.37				
6%	Sales Tax		\$7.58	SUBTOTAL			
Material Total			\$133.95	Material Total		\$133.95	
Quantity	Subcontracts	Amount	Extended	Field Labor Total		\$103.02	
				Office Labor Total			
				Rental Total			
	Subcontract Subtotal			Subtotal		\$236.97	
15%	Profit			10% Overhead/Profit		\$23.69	
Subcontract Total				Subcontractor Total			
				Additional Bond Cost			
Dalmatian Fire, Inc. requests a contract add of			\$273.00	TOTAL		\$273.00	

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

2.5

#0348- Rineyville Elementary School
275 Rineyville School Rd
Rineyville, KY 40162

Project # #0348
Tel: 270-769-0938

WHITTENBERG CONSTRUCTION CO.
Fax: 270-769-0204

Change Order Request: 048

Date: 12/6/2007

To: Larry Gream
PECK FLANNERY GREAM WARREN INC.
112 North Main Street
Elizabethtown, KY 42701

From: Chris Jones
WHITTENBERG CONSTRUCTION CO.
P.O. Box 9429
4774 Almond Av.
Louisville, KY 40209-9429

Description	Category	Status	
Additional casing installed at Phase 1 geo-thermal field # 1.	Change Order	In Review	

Reference	Required By	Days Req	Amt Req
Per meeting discussions between PFGW, WCC and Knights Mechanical on 11/28/07		0	27,972

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description						
Notes						

048	12/6/2007		27,972	0	Change Order	Field Condition
-----	-----------	--	--------	---	--------------	-----------------

Item No	Item Description	Amt Prop	Reference
001	1554 ft of additional casing left in-place (1554 x \$18.00/ft)	27,972	

Approved By:

Signature _____

Name _____

Date _____

Prolog Manager

Printed on: 12/6/2007 Whittenberg

Page 1

KINGSVILLE ELEMENTARY SCHOOL

3554 total CASING
- 2000 IN BID
1554 ADDITIONAL
CASING.

A 0 4-01-07 ✓ 93 CAS 3-24-07	B 0 3-22-07 ✓ 93 CAS 3-26-07	C 0 3-14-07 ✓ 93 CAS 3-14-07	D 0 3-7-07 ✓ 93 CAS 3-7-07
A 0 3-21-07 ✓ 93 CAS 3-21-07	B 0 4-02-07 ✓ 93 CAS 4-7-07	C 0 3-14-07 ✓ 93 CAS 3-15-07 COMPLETE	D 0 3-8-07 ✓ 93 CAS 3-17-07
1 0 3-20-07 ✓ 93 CAS 3-20-07	B 0 3-29-07 ✓ 93 CAS 3-30-07	C 0 3-27-07 ✓ 93 CAS 3-29-07	D 0 3-27-07 ✓ 93 CAS 3-27-07
1 0 3-15-07 ✓ 93 CAS 3-19-07	B 0 3-14-07 ✓ 93 CAS 3-15-07	C 0 3-23-07 ✓ 93 CAS 3-23-07	D 0 3-15-07 ✓ 93 CAS 3-20-07
0 1-2-07 ✓ 83 FT CAS Row 1 Hole 4	B 0 3-14-07 ✓ 93 CAS 3-14-07	C 0 3-22-07 ✓ 93 CAS 3-22-07	D 0 3-20-07 ✓ 93 CAS 3-21-07
0 4-06-07 ✓ 93 CAS 4-06-07	B 0 3-14-07 ✓ 94 CAS 3-14-07	C 0 2-25-07 ✓ 93 CAS 2-26-07	D 0 2-27-07 ✓ 93 CAS 3-5-07
0 4-02-07 ✓ 93 CAS 4-05-07	B 0 3-5-07 ✓ 93 CAS 3-9-07	C 0 2-21-07 ✓ 93 CAS 2-23-07 COMPLETE	D 0 2-30-07 ✓ 83 FT CAS 2-21-07
0 4-01-07 ✓ 93 CAS 4-05-07	B 0 3-5-07 ✓ 93 CAS 3-7-07	C 0 2-19-07 ✓ 85 2-20-07 COMPLETE	D 0 1-2-07 FINISHED 1-3-07 ✓ 93 FT CAS Row D Hole 3 COMPLETE
0 3-27-07 ✓ 93 CAS 3-29-07	B 0 2-22-07 ✓ 83 FT CAS 2-5-07	C 0 2-22-07 ✓ 93 CAS 2-22-07	D 0 1-1-07 FINISHED 1-18-07 ✓ 73' CASING PLUMB STARTED 1 Row D Hole 2 HOLE WATSON FINISHED COMPLETE
0 2-1-07 ✓ 83 FT CAS Row 1 Hole 1	B 0 2-22-07 ✓ 83 2-22-07	C 0 2-1-07 ✓ 83 FT CAS Row 1 Hole 1 2-2-07 COMPLETE	D 0 12-14-06 ✓ 83' CASING Row D Hole 1 COMPLETE

OWNER:
 $1554 \times 18.00 = 27,972.00$