

**OLDHAM COUNTY BOARD OF EDUCATION**

**CONCERN**

Consider Approval of Change Order #5 for the Preschool Expansion and Renovation project.

**DISCUSSION**

Change Orders are a necessary and beneficial tool to adjust the scope of work and modify contracts or direct purchase orders (DPO) accordingly during the capital construction process.

During the Change Order Request process the Design Team and Director of Facilities Management scrutinize the adjustments to the scope of work, the cost implications and the contract obligations of all parties. Once all parties agree to the terms, Change Order Requests that are in the best interest of the Board of Education, improve the school/district's beneficial use, and are necessary for the successful completion of the project in accordance with the Owner/Contractor Agreement, a recommendation is brought to the Board of Education for approval. Change Order Requests that do not meet this criterion are rejected outright or brought to the Board with a recommendation to reject.

Change Order #5 proposes an additional cost of \$27,909.45 to the Preschool Expansion and Renovation project. The additional cost includes power to the flush valves, additional doors and hardware, and additional safety and security features. Please refer to the attached documentation for additional information.

**RECOMMENDATION**

McCulloch Associates Architects and Brent Bohannon, Director of Facilities Management, have reviewed Change Order #5 resulting in the additional cost of \$27,909.45 to the Redlee Construction and Development Inc. contract and hereby approve.

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On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved Change Order #5 in the additional cost of \$27,909.45 for the Oldham County Preschool Renovation and Addition project for submission to the Kentucky Department of Education, and hereby authorize the Director of Facilities Management to execute the necessary documentation. ( , )

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*Carly Clem, Board Chair*

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*Dr. Jason Radford, Superintendent/Secretary*

**AIA®****Document G701® – 2017****Change Order**

**PROJECT:** *(Name and address)*  
 Oldham County Preschool - Expansion and Renovation  
 4309 Brown Blvd.  
 La Grange, KY 40031

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: 03-05-2025

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 005  
 Date: March 05, 2025

**OWNER:** *(Name and address)*  
 Oldham County Board of Education  
 6165 W. Highway 146  
 Crestwood, KY 40014

**ARCHITECT:** *(Name and address)*  
 McCulloch Associates Architects  
 1225 Garvin Place  
 Louisville, KY 40203

**CONTRACTOR:** *(Name and address)*  
 Redlee Construction and Development Inc.  
 800 Stonecreek Pkwy Suite 5A  
 Louisville, KY 40223

**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.)*

<b>RFCO 024   POWER FOR FLUSH VALVES</b>	\$ 1,585.94
<b>RFCO 025   DOORS &amp; HARDWARE FOR 133 (REV2)</b>	\$ 5,728.15
<b>RFCO 026   MAG LOCKS</b>	\$ 20,595.36


**TOTAL****\$ 27,909.45**

The original Contract Sum was	\$ 9,963,000.00
The net change by previously authorized Change Orders	\$ 231,464.57
The Contract Sum prior to this Change Order was	\$ 10,194,464.57
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,909.45
The new Contract Sum including this Change Order will be	\$ 10,222,374.02

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be

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

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

  
 ARCHITECT *(Signature)*

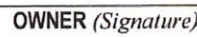
BY: Barnett P. McCulloch, Architect  
*(Printed name, title, and license number if required)*

3/5/2025  
 Date

  
 CONTRACTOR *(Signature)*

BY: Matthew Elder, Vice President  
*(Printed name and title)*

3/6/25  
 Date

  
 OWNER *(Signature)*

BY: Brent Bohannon, Director of Facilities Management OCBE  
*(Printed name and title)*

Date

# FACPAC Contract Change Order

## Supplemental Information Form (Ref# 61903)

Form Status: Saved

Tier 2 Project: Oldham County Preschool - Expansion &amp; Renovation

BG Number: 20-194

District: Oldham County (HB678) (465)

Status: Active

Phase: Project Initiation (View Checklist)

Contract: Redlee Construction &amp; Development, Inc., 0001, Renovation and Expansion

Type: General Contractor

Proposed

Change Order Number	5
Time Extension Required	No
Date Of Change Order	3/5/2025
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	\$498,150.00
Net Approved COs	\$122,982.91
Remaining After Approved COs	\$375,167.09
Net All COs	\$295,102.36
Remaining After All COs	\$203,047.64

This Requested Change Order Amount \$27,909.45

+/-

Change In A/E Fee This Change Order \$1,925.75

+/-

Change In CM Fee This Change Order

+/-

Remaining Construction Contingency

Balance

Contract Change Requested By	Architect/Engineer; General Contractor; Local Board of Education
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Contract Change Reason Code	Code Compliance; Expansion of Scope; Found Condition; Improved Plans/Specs
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Change Order Description And Justification

RFCO 024   Power for Flush Valves	\$ 1,585.94
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RFCO 025   Doors & Hardware dr 133 (rev2)	\$ 5,728.15
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RFCO 026   Mag Locks	\$ 20,595.36
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Cost Benefit To Owner



Contractor on site, unit prices used for some of the change order pricing.

Contract unit prices have been utilized Yes  
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	\$14,326.51	51.33%
Materials	\$10,046.00	35.99%
Profit and Overhead	\$3,536.94	12.67%
Bond Insurance		0.00%
<b>Cost Breakdown Total:</b>	<b>\$27,909.45</b>	

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

Explain Why

## Change Order Supplemental Information Form Signature Page (Online Form Ref# 61903)



Architect

03-05-2025

Date



Construction Manager

3/6/25

Date

Finance Officer

Date

Local Board of Education Designee

Date



December 18, 2024

Mr. Dino Sehic  
McCulloch Associates Architects  
1225 Gavin Place  
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR Power for Flush Valves

Dino,

The cost to install power to hardwire the flush valves is as follows:

Power for Flush Valves	
KES-Install power for hardwired flush valves	\$ 1,482.51
Subtotal	\$ 1,482.51
OHP	\$ 103.43
Total	\$ 1,585.94

Please advise if you want to do this work.

Sincerely,

*Charles Frith*

Charles Frith

800 Stonecreek Parkway, Suite 5A· Louisville, Kentucky 40223

(502)412-3777· Fax: (502)412-7778

[www.redleeconstruction.com](http://www.redleeconstruction.com)

Change Order #KES-0001 - RFI #45 Flush Valves

Creator	Curtis Davis (KES)	Total cost	1,482.51 USD
Assignee	Curtis Davis (KES)	Reason	—
Status	Pending approval	Reference number	—
Due date	12/20/2024	Schedule impact?	—
Description	—		

Response (rev.0)

Responded by	—	Responded on	—
Notes	—		
Attachments	—		

Cost (rev.0)

Submitted by	Curtis Davis (KES)	Submitted on	12/16/2024
Notes	—		
Backup documents	—		

Cost summary (USD)	
Materials	219.08
Labor	1,160.00
Equipment	—
Subcontractor	—
Other	—
Markups	103.43
Final Markups	—
Total	1,482.51

Submitter signature	Date
Approver signature	Date

Cost breakdown (rev.0)

Materials

#	ITEM NAME	QUANTITY	UNIT TYPE	UNIT COST (USD)	ITEM COST (USD)
1	18/2 Plenum Cable	1000.0	Linear feet	0.17	174.00
2	3/4" J-hook	20.0	Each	0.88	17.60
3	Cut In Box	12.0	Each	2.29	27.48
MATERIALS					219.08

Labor

#	ITEM NAME	QUANTITY	UNIT TYPE	UNIT COST (USD)	ITEM COST (USD)
1	Journeyman Wireman	8.0	Hours	85.00	680.00
2	Apprentice	8.0	Hours	60.00	480.00
LABOR					1,160.00

SUBTOTAL	1,379.08
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Markups

#	ITEM NAME	APPLIED TO (USD)	PERCENTAGE	ITEM COST (USD)
1	Labor Mark Up	Labor: 1,160.00 USD	7.50%	87.00
2	Material Mark Up	Materials: 219.08 USD	7.50%	16.43
MARKUPS				103.43
SUBTOTAL + MARKUPS				1,482.51

TOTAL	1,482.51
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February 19, 2025

Mr. Dino Sehic  
McCulloch Associates Architects  
1225 Gavin Place  
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR New Doors 133

Dino,

The cost to install (2) new hollow metal doors at opening 133 is as follows:

New Doors & Hardware 133rev2	
Schiller-Doors/Hardware/Glass	\$ 4,081.00
Laminated Glass included	\$ -
Labor-Demo/Install/Paint	\$ 900.00
Subtotal	\$ 4,981.00
OHP	\$ 747.15
Total	\$ 5,728.15

Please advise if you want to do this work.

Sincerely,

*Charles Frith*

Charles Frith

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Contemplated Change Order #9  
CO9: Add Doors and Hardware to 133

-1	Pair Doors #133	Exterior from New Exit Way 133	90° RHRA
1	Pair Doors #133	Exterior from New Exit Way 133	90° RHRA
1	Pair 3070 1-3/4 HM E777T 18 A60 FG2 SSPU RHRA		
1	Continuous Hinge	A240HDB 83 PT	LH AB
1	Continuous Hinge	A240HDB 83	AB
1	Weatherstrip	769C 1 x 72" 2 x 84"	RS

Section Totals

Finish Hardware	410.00
Hollow Metal	3,000.00
Specialties - Laminated Glass	440.00

Pre-Tax Total: 3,850.00

Taxes

KY000	Kentucky State Tax	231.00
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Tax Total: 231.00

Grand Total: 4,081.00



January 23, 2025

Mr. Dino Sehic  
McCulloch Associates Architects  
1225 Gavin Place  
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR Maglocks

Dino,

The cost to install mag locks on openings 128B, 136A, and 136B is as follows:

Maglocks at 128B, 136A, 136B	
Delta-Labor & Materials	\$ 17,909.00
KES-7.5% Mark-Up	\$ 1,343.18
Subtotal	\$ 19,252.18
OHP-7.5% Mark-Up	\$ 1,343.17
Total	\$ 20,595.36

Please advise if you want to do this work.

Sincerely,

*Charles Frith*

Charles Frith

800 Stonecreek Parkway, Suite 5A· Louisville, Kentucky 40223

(502)412-3777· Fax: (502)412-7778

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Kentuckiana Electrical Services

P.O. Box 19889

Louisville, KY 40259

502.583.8003 Office

502.453.0400 Fax

[www.keslou.com](http://www.keslou.com)

## Change Order Request

Project Name: Oldham County Preschool

Change Order #: 11

Contract #:

Date: January 23, 2025

KES Job #: 24-250

### Basis of Change Order

- |   |  |
|---|--|
| <input type="checkbox"/> Error/Omission           | <input type="checkbox"/> Differing Condition |
| <input checked="" type="checkbox"/> Owner Request | <input type="checkbox"/> Field Resolution    |
| <input type="checkbox"/> Value Engineering        | <input type="checkbox"/> Other               |

Proposed Contract Days Changed

Change Order Total

\$

19,252.18

Description / Justification (attach additional pages as necessary)

Adding MagLocks to three sets of double doors.

### Change Order Acceptance:

#### Contractor/Construction Manager

Name

Address

Signature

Date

#### Owner

Name

Address

Signature

Date



Kentuckiana Electrical Services

P.O. Box 19889

Louisville, KY 40259

502.583.8003 Office

502.453.0400 Fax

www.keslou.com

## Change Order Detail Summary

Project Name: Oldham County Preschool

Change Order #: 11

Contract #: 0

Date: January 23, 2025

KES Job #: 24-250

A) Labor:

Classification	Hours		Rate			
Journeyman		x	\$ 83.00	=	\$	-
Apprentice		x	\$ 58.00	=	\$	-
J-MAN TH		x	\$107.00	=	\$	-
App. TH		x	\$ 85.00	=	\$	-
J-MAN DT		x	\$135.00	=	\$	-
App. DT		x	\$104.00	=	\$	-
Other		x		=	\$	-
Total (A)						\$ -

B) Labor Markup 7.5%

Total (B) \$ -

C) Material

Total (C) \$

D) Equipment Rental

Item	Amount	
Total (D)		\$ -

E) Material & Equipment Rental Markup 7.5 %

Total (E) \$ -

F) Subcontractor

Vendor	Amount	
Delta	\$ 17,909.00	
Total (F)		\$ 17,909.00

G) Subcontractor Markup 7.5 %

Total (G) \$ 1,343.18

H) Miscellaneous

1) Bond/Insurance Costs	\$ -	
2) Fees, Permits, Licenses, Etc.	\$ -	
3) Other	\$ -	
Total (H)		\$ -

**Grand Total** \$ 19,252.18



4676 Jennings Lane  
Louisville, KY 40128  
(502)491-2202  
(502)491-2995  
[www.deltaservicesllc.com](http://www.deltaservicesllc.com)

Project Reference: OC Preschool Mag Lock

Date: 1-23-2025

TO: Curtis Davis KES

### Project Quotation

**Scope of Work:** Delta Services will install 6 mag locks to 3 sets of double doors in the corridor at OC Preschool. These will be programmed into Genetec and will be engaged only when a duress switch is engaged. All installation of mag locks and programming are included in the price. No additional door hardware is included in this cost. This is only to add the mag locks to existing doors. Mag Locks will be externally mounted on the door frames.

**Total net selling price \$17,909**

**Material \$5,965**

**Labor \$11,944**

**Labor per hour \$91.88**



4676 Jennings Lane  
Louisville, KY 40128  
(502)491-2202  
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**EXCEPTIONS AND/OR CLARIFICATIONS:** Delta Services LLC, is not responsible for the design and additional devices may be deemed necessary by the AHJ or NFPA 70 and could result in additional cost. No Power is included in this proposal.

- As a condition of accepting this bid submission, the parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide timely written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this contract and the time when the job is ready for the installation of the affected material or equipment, the amount of this contract shall be increased to reflect the additional costs to obtain the materials, provided that the contractor gives the owner/general contractor timely written notice and documentation of increased costs.

**IF DELTA SERVICES IS AWARDED THIS PROJECT WE WILL NEED THE FOLLOWING:** A P.O. or contract will need to be issued with reference this proposal # and amount. Additional work, beyond this scope of work, will require a signed change order prior to installation. Quotation is valid for a period of 60 days ONLY unless modified in writing by Delta Service LLC. All work is to be performed during normal working hours Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.

Best regards,

**Josh Shea**

Project Coordinator

**Delta Services LLC**

4676 Jennings Lane Louisville, KY 40218

Tel: 502-491-2202

Fax: 502-491-2995

Mobile: 502-396-9081

[josh@deltaservicesllc.com](mailto:josh@deltaservicesllc.com)





4676 Jennings Lane  
Louisville, KY 40128  
(502)491-2202  
(502)491-2995  
[www.deltaservicesllc.com](http://www.deltaservicesllc.com)

## TERMS & CONDITIONS OF SALE

The Customer (identified by company name on an invoice, acknowledgement ticket, purchase order, rate sheet or other hard copy or electronic correspondence) agrees and authorizes DELTA SERVICES, LLC, to perform service work, consulting, and provide goods and materials, whether or not described herein (the "Work") under the following Standard Terms and Conditions, which are expressly made a part of the agreement between Customer and DELTA SERVICES (the "Agreement"), without liability for interruption of service, or incidental, special, or consequential damages:

1. **TERMS OF AGREEMENT** -- The Agreement between Customer and DELTA SERVICES shall consist of these terms and conditions and any specifications, drawings, samples, or other written terms and conditions which are specifically incorporated in the Agreement, including any terms and conditions set forth on DELTA SERVICES web site. Any purchase order, acknowledgement ticket, invoice, supplemental agreement, or other instrument of Customer, or acceptance of the goods and services provided hereunder by Customer, shall be construed as an acceptance of this Agreement. Any attempt by Customer to insert or include any different or additional terms and conditions not in conformity with this Agreement shall be null and void. In the event of conflict between this Agreement and other provisions specifically incorporated in writing in the Agreement by DELTA SERVICES, this Agreement shall prevail. The Agreement shall not be modified or altered by any subsequent course of performance between Customer and DELTA SERVICES, and this Agreement shall constitute an express waiver and variance from, amendment to, or modification of, any agreement submitted by Customer DELTA SERVICES. In rendering any service or providing any product hereunder, DELTA SERVICES shall at all times be an independent contractor.
2. **PAYMENT** -- Payment on all orders shall be and is hereby due within thirty (30) days after date of invoice. Interest at the rate of eighteen percent (18%) per annum will be charged on all past due balances. Customer shall be liable for all costs, including reasonable attorney's fees, incurred by DELTA SERVICES in attempting to collect any past due balance.
3. **QUOTATIONS** -- All quotations, if any, are made for prompt acceptance and any term quoted therein is subject to change without notice, unless specifically stated otherwise in the quotation. Prices quoted by DELTA SERVICES and accepted by Customer are subject to escalation, if any, as specified in DELTA SERVICES quotation. All prices are inclusive of any federal, state, or special taxes imposed on the sale or use of goods and services sold.
4. **CANCELLATION** -- Purchase orders once placed can be canceled only with DELTA SERVICES written consent, and then only without loss to DELTA SERVICES, including compensation to DELTA SERVICES for all completed work, work in progress, and work-related special materials, fabrication, assembly, engineering, general and administrative expenses, subcontractor cancellation charges, and normal profits. No products may be returned for credit or adjustment without express written permission from DELTA SERVICES.
5. **MODIFICATIONS** -- DELTA SERVICES reserves the right to change or modify the design and construction of any products or the procedures and methods for any of its services without incurring any obligation to furnish or install such changes or modifications on products previously or subsequently sold or to use such procedures or methods with respect to services previously or subsequently provided.
6. **WARRANTY** -- (A) Any manufacturers' warranties, if any, shall pass through to Customer to the extent permitted by law, DELTA SERVICES shall use reasonable efforts to assist Customer in making contact with the manufacturer to assert warranty claims. DELTA SERVICES shall incur no other or further obligation to Customer, and nothing herein shall be construed as rendering DELTA SERVICES as an agent of Customer; (B) THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. CUSTOMER'S SOLE REMEDY IS ADDRESSED IN SECTION 12 AND DELTA SERVICES SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN MATERIALS OR WORKMANSHIP OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THOSE STATED IN THIS SECTION.
7. **TIME OF PERFORMANCE** -- Promises of delivery of products or performance of services are given as accurately as conditions permit and every effort will be made to make deliveries and perform services as scheduled. DELTA SERVICES assumes no liability for damages arising out of failure to deliver material or perform services as scheduled. If Customer requires additional work, inspection or testing, it shall be charged to Customer's account and will be considered as extending the performance dates accordingly.
8. **FAILURE TO DELIVER** -- DELTA SERVICES shall not be liable for failure or delay in delivery services or products due to acts of God, war, civil commotion, labor disputes and strikes, including those involving employees of DELTA SERVICES, fire, flood or other casualty, governmental action, priorities or regulations, lack of ability to obtain satisfactory raw materials, components, supplies, fuel, power or transportation, breakdown of equipment, supplier or

9. **sub-contractor delay or any other events or causes beyond DELTA SERVICES control whether or not foreseeable or of similar or dissimilar nature than those enumerated, DELTA SERVICES shall have such additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production and services among its customers in such manner as it may consider to be equitable. All claims regarding shortages must be made within thirty (30) days from receipt of shipment, and must be accompanied by the packing list(s) and appropriate documents covering the shipment.**
10. **TRANSPORTATION COSTS** -- Unless otherwise specified in DELTA SERVICES invoice, Customer shall pay all transportation charges for products of or sold by DELTA SERVICES based on point of shipment or manufacture, insurance charges and charges for stampings, bills of lading, or other documents.
11. **RISK OF LOSS** -- Unless otherwise expressly agreed by DELTA SERVICES in writing, title and risk of loss, injury, or destruction shall pass to Customer at point of origin of the statement. Any such loss, injury, or destruction shall not release Customer from its obligation under the Agreement.
12. **CUSTOMER INDEMNIFICATION OF DELTA SERVICES** -- Customer agrees to indemnify, defend and hold DELTA SERVICES harmless from and against all claims, demands, actions whether civil or administrative, liability, fines, penalties and expense, whether based on warranty, contract, tort, strict liability or otherwise.
13. **NONCONFORMING GOODS OR SERVICES** -- Customer shall notify DELTA SERVICES in writing of any alleged nonconformity of goods and/or services tendered by DELTA SERVICES under this Agreement within ten (10) days after receipt of the goods or services or within five (5) days after the alleged nonconformity could have been reasonably discovered, whichever date shall be the later. Such written notice shall provide a detailed explanation and description of the alleged nonconformity. In the event DELTA SERVICES agrees with Customer's nonconformity assessment(s), DELTA SERVICES shall have the right, at its sole and exclusive option, to cure the improper tender or delivery by correcting the tender or substituting tender of conforming goods and/or services within a reasonable time after receipt of Customer's notice of nonconformity. Customer shall grant DELTA SERVICES reasonable requests for extension of time to cure any improper tender. Customer's failure to provide notice of nonconformity as above-described shall be prima facie evidence of conformity of the goods and services tendered by DELTA SERVICES under the Agreement. Customer shall protect and preserve all allegedly nonconforming goods and shall strictly follow the reasonable instructions of DELTA SERVICES. Customer shall incur only those expenses that are reasonable and necessary in fulfilling its obligation to protect and preserve all allegedly nonconforming goods.
14. **LIMITATION OF LIABILITY** -- The liability of DELTA SERVICES, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of DELTA SERVICES obligations in connection with the design, manufacture, sale, delivery, storage, installation and/or use of the products sold under the Agreement, or the rendition of services hereunder, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services, and shall in no event include damages for loss of profits or revenue; loss by reason of plant shut-down; increased expense of operation of plant or equipment; increased cost of purchasing or providing equipment, materials, supplies or services; cost of replacement power or capital; claims of Customer's customers; inventory or use charges; or incidental or consequential damages of any nature.
15. **DISPUTE RESOLUTION/VENUE/CONTROLLING LAW** -- DELTA SERVICES AND CUSTOMER AGREE ALL DISPUTES, CONTROVERSIES, OR CLAIMS REGARDING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE VALIDITY OF THIS PROVISION, ARBITRABILITY OF THIS AGREEMENT, OR ANY OTHER ISSUE OR MATTER, ARE TO BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION, PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BY A SINGLE LICENSED ATTORNEY ARBITRATOR, APPOINTED IN ACCORDANCE WITH THOSE RULES AT AND IN JEFFERSON COUNTY, KENTUCKY, AND WHICH ALL COSTS AND EXPENSES OF THE SAME, INCLUDING ATTORNEY FEES, SHALL BE BORNE BY THE NON PREVAILING PARTY. THE LAWS OF THE STATE OF KENTUCKY SHALL IN ALL RESPECTS GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT.
16. **Attorney's Fees.** -- In the event it becomes necessary for any Party to bring an action for enforcement of this Agreement, the prevailing Party shall be entitled to all costs and expenses of the same, including attorney's fees, incurred in such enforcement and collection of any sums owed under this Agreement.
17. **SEVERABILITY** -- If any provision of this Agreement is deemed illegal, unenforceable or unconscionable, the remainder of the Agreement shall not be affected thereby.
18. **WAIVER** -- Any waiver of any right or provision of these Terms and Conditions by DELTA SERVICES at any time shall not be construed as a waiver or bar of any such right or provision at any future time, unless expressly stated by DELTA SERVICES in writing.

### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, AND OTHER CONDITIONS ON THE FOLLOWING PAGES.**  
This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

**Quoted By:**  
Delta Services LLC  
4676 Jennings Lane  
Louisville, KY 40218  
(502)719-77814 | (502)491-2995 FAX  
[www.deltaservicesllc.com](http://www.deltaservicesllc.com)  
  
**Salesperson:**

**Accepted BY:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
  
**Company:** \_\_\_\_\_  
  
**Signature:** \_\_\_\_\_  
  
**PO#** \_\_\_\_\_ **Date** \_\_\_\_\_