



AIA[®]

Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address)*

Simpson County CTE Improvements & Alternative School Addition
430 South College Street Franklin, KY 42134

OWNER: *(name and address)*

Simpson County Board of Education
P. O. Box 467 Franklin, KY 42135

CONTRACTOR: *(name and address)*

Lee Company
4057 Rural Plains Circle Franklin, TN 37064

CONTRACT INFORMATION:

Contract For:
BP 220-010 Plumbing/HVAC
Date:
April 25, 2025

CHANGE ORDER INFORMATION:

Change Order Number:
041
Date:
May 07, 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 PR 004.

The original Contract Sum was	\$	<u>1,813,532.58</u>
Net change by previously authorized Change Orders	\$	<u>35,539.18</u>
The Contract Sum prior to this Change Order was	\$	<u>1,849,071.76</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>149,580.00</u>
The new Contract Sum including this Change Order will be	\$	<u>1,998,651.76</u>

The Contract time will be unchanged by (0) 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: Greg Hosfield, Ross-Tarrant Architects
(Printed name, title, and license number if required)

Date

CONSTRUCTION MANAGER *(Signature)*

BY: Sam Johnson, Alliance Corporation
(Printed name and title)

Date

CONTRACTOR *(Signature)*

BY: Ricky Jackett, Lee Company
(Printed name and title)

Date

OWNER *(Signature)*

BY: Tim Schlosser, Simpson County Board of Education
(Printed name and title)

Date



PROPOSED CHANGE ORDER

PROJECT Franklin Simpson CTE Renovation & Addition

CONTRACTOR/SUPPLIER Lee Company

BID PACKAGE 220 41.1) 220-010

DETAIL ITEM	AMOUNT	
LABOR	\$	50,931.00
MATERIALS	\$	79,139.00
PROFIT & OVERHEAD	\$	19,510.00
BOND INSURANCE	\$	-
COST BREAKDOWN TOTAL	\$	149,580.00

Description
Cost Associated with PR 004

PR # 004 (ATTACH PR)

CHANGE ORDER INITIATED BY:

- ARCHITECT/ENGINEER
- OWNER
- CONTRACTOR
- CM
- CODE OFFICIAL
- OTHER _____

PLEASE INCLUDE THIS FORM WITH EVERY
CHANGE ORDER.



CONSTRUCTION CHANGE COST SUMMARY

Project: Franklin Simpson CTE
 Change Description: PR 004 - Tennis Building
 Date: 3/25/26

Bid Pkg	Contractor	Trade	TOTAL	Price Status	Comments
010	Scotty's	Site/Storm	\$ 33,694.78	P	
020	Scotty's	Asphalt Paving	\$ -	NA	
030	Alliance	General Trades	\$ 149,509.57	P	
050	Clark Metal Works	Structural Steel	\$ -	NA	
075	Gunter Roofing	Roofing	\$ 36,730.00	P	
080	Schiller Hardware	Steel Doors, Frames, Flush	\$ 16,709.00	P	
084	KY Mirror & Plate Glass	Aluminum Frame Entrance/Storefront	\$ 2,100.00	P	
092	Bennetts Contracting	Gypsum Board/Accountical Panel Ceiling	\$ 8,752.05	P	
096	CDI Flooring	Flooring	\$ -	NA	
099	Premier Painting	Painting & Joint Sealants	\$ 8,287.00	P	
100	Atlas Metal Products	Misc Specialities	\$ 9,729.65	P	
123	US Specialties	Casework	\$ -	NA	
210	Twin Lakes Fire Protection	Fire Protection	\$ -	NA	
220	Lee Company	Mechanical & Plumbing	\$ 149,580.00	P	
260	Diversified Electric	Electrical	\$ 40,260.00	P	
TOTAL Cost			\$ 455,352.05		

O - Outstanding; A - Acceptable; R - Rejected; NA = Not Applicable

Comments:

**SIMPSON CO. CTE IMPROVEMENTS & ALTERNATIVE SCHOOL ADDITION
PROPOSAL REQUEST PRICING SHEET
ALLIANCE JOB #23-006**

PROPOSED CHANGE REQUEST NO. 4 DATE 3/20/2026

DESCRIPTION PR 004 - MECHANICAL, PLUMBING, AND SITE UTILITIES FOR TENNIS BUILDING (REV.3.20.2026)

CONTRACTOR LEE COMPANY BID PKG. 220

WORK DESCRIPTION PR 004 - MECHANICAL, PLUMBING, AND SITE UTILITIES FOR TENNIS BUILDING

A. UNIT PRICING FROM FORM OF PROPOSAL

1. UNIT PRICING	QTY. _____	U.P. _____	\$ <u>N/A</u>	TOTAL COST
2. UNIT PRICING	QTY. _____	U.P. _____	\$ <u>N/A</u>	TOTAL COST
3. UNIT PRICING	QTY. _____	U.P. _____	\$ <u>N/A</u>	TOTAL COST
TOTAL			\$ <u>N/A</u>	

B. MATERIAL

1. PIPE, FITTINGS, ETC.	ITEM	1 QTY.	\$ 25,776.00	UNIT	\$ 25,776.00
2. CRUSHED STONE	ITEM	239 QTY.	\$ 30.00	UNIT	\$ 7,170.00
3. FANS, DUCT, HEATERS, ETC.	ITEM	1 QTY.	\$ 9,586.00	UNIT	\$ 9,586.00
4. RENTAL EQUIPMENT	ITEM	1 QTY.	\$ 25,607.00	UNIT	\$ 25,607.00

MATERIAL TOTAL \$ 68,139.00

LABOR

1. FOREMAN -	277	HOURS @	\$ 65.00	\$/HR	\$ 18,005.00
2. OPERATOR -	180	HOURS @	\$ 52.00	\$/HR	\$ 9,360.00
3. LABORER -	277	HOURS @	\$ 45.00	\$/HR	\$ 12,465.00

LABOR TOTAL \$ 39,830.00

EQUIPMENT

1 HVAC EQUIPMENT	\$ 8,423.00
2 PLUMBING FIXTURES	\$ 11,229.00
3 PLUMBING EQUIPMENT	\$ 2,449.00

EQUIPMENT TOTAL \$ 22,101.00

MATERIAL, LABOR & EQUIPMENT SUBTOTAL \$ 130,070.00

15% OVERHEAD/PROFIT MARK-UP \$ 19,510.50

DEDUCT DPO (DIRECT PURCHASE ORDER) MATERIAL \$ N/A

TOTAL ADD/DEDUCT \$ 149,580.00

NOTE: CONTRACTORS ARE TO USE UNIT PRICES WHERE APPLICABLE.

QUOTATION

Prepared by: GREG.BAYLOR
 Phone: 502-582-2261
 Fax: 502-585-5521
 Email:



Bill To:	Ship To:	Quote No: 20061102
Louisville PVF/Plbg Quotes	Louisville PVF/Plbg Quotes	Customer ID: 4339
Quotes Only	Louisville, KY 40206	Quote Date: 03/04/26
		Expire Date: 03/19/26

If/When Tariffs are imposed, Pricing will be invoiced at the current price at time of shipment. We will only pass on the amount of the increase enforced by the manufacturers/Federal Government. Quoted pricing on imported items are good for 30 Days after the date of the bid.

PO/Job Name: Simpson CTE - PR 004 - Tennis Building

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QTY	UM	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>WH-2</u>				
1	EA	.JER-20 200 SCF LOCH JER-20 200 SCF WATER HEATER		
				SUBTOTAL
				\$608.08
<u>Expansion Tanks</u>				
1	EA	AMST5 AMTROL ST5 THERMAL EXP TANK		
				SUBTOTAL
				\$52.31
<u>P-15</u>				
1	EA	MSB2424 FIAT MOP BASIN		
1	EA	B-0665-BSTR TS BRASS SERVICE SINK FAUCET		
1	EA	JP1996-HH HH HOSE AND BRACKET This consists of 1 box and 1 hose		
1	EA	JP1996-MH ZURN MOP HANGER		
1	EA	JP1996-WG24 ZURN WALL GUARD (2-PANELS) CONSISTS OF: TWO (2) 24" PANELS & (1) HARDWARE KIT		
1	EA	E88AA24 FIAT E-88-AA SS 24in BUMPER GURD		
				SUBTOTAL
				\$469.30
<u>P-9</u>				

QTY	UM	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	EA	.Z5364.	Z5364 20 X 18 HIGH BACK WALL HUNG	
2	EA	Z81000-XL	ZURN SINGLE LEVER LAV FCT	
2	EA	DB760-1	1-1/4X6 17GA CAST GRID PO PLUG	
2	EA	DB701DF-1	1-1/4 CP 17GA KY CO P-TRAP	
2	EA	TB102EZ	TRU-BRO 102-EZ INSULATION KIT PLUMBEREX X4333 ZURN Z-8946-1 TRAP WRAP	
2	EA	Z8804-XL-LRLK-PC	ZURN 3/8 x 1/2 LAV SUPPLY KIT Replaces:Z8804LRLK-PC	
SUBTOTAL				\$431.95
<u>P-1 / P-2</u>				
3	EA	Z5615-BWL	Z5615 1.28/1.6 GPF WHITE WALL-HUNG BOWL	
3	EA	.ZER6000AV-CPM	ZURN ZER6000AV-CPM SENSOR FLUSH VALVE CLOSET FLUSH VALVE	
3	EA	BE1055SSCWH	CHURCH 255SSC WHITE SEAT	
SUBTOTAL				\$1126.89
<u>P-1 / P-2 - Carrier</u>				
3	EA	Z1201-NL4-CL=12	ZURN Z1201-NL4 SGL HORZ LEFT OLD PART# Z1203NL4	
SUBTOTAL				\$1088.82
<u>CP-1</u>				
1	EA	.BG103401LF	BELL & GOSSETT NBF-36 LEAD FREE	
1	EA	.101511LF	B+G 3/4 SS FLANGE (S25)	
SUBTOTAL				\$787.95
<u>FD-2</u>				
1	EA	.ZN415-4NH-6B-VP	ZURN ZN415-4NH-6B-VP FLOOR DRAIN WITH VANDAL PROOF SCREWS	
SUBTOTAL				\$149.87

QTY	UM	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>FD-1</u>				
2	EA	.ZN415-3NH-5B-VP ZURN ZN415-3NH-5B-VP FLOOR DRAIN VANDAL PROOF SCREWS		
SUBTOTAL				\$251.16
<u>CO-1</u>				
2	EA	.ZN1400-4NH-BP-VP ZURN ZN1400-4NH-BP-VP CLEANOUT		
SUBTOTAL				\$529.64
<u>FWH-1</u>				
2	EA	WO67C12 WDFD 67C 12 FRZ-LESS WALL HYDR		
SUBTOTAL				\$481.45
<u>HB-1</u>				
2	EA	WO24P34PC WDFD 24P 3/4PC POL CHR WALL FAUCET		
SUBTOTAL				\$135.87
<u>TP-1</u>				
2	EA	PR-500.12 PR-500 1/2in AUTOMAT TRAP PRIMER		
2	EA	DU-U PPP UNIVERSAL BOX		
SUBTOTAL				\$192.99
<u>BFP-2</u>				
Not offered in 2" with nrs gates				
1	EA	.SPECIAL T122617 - LF007M1-QT-S-FZ SPECIAL QUOTED ITEM		
SUBTOTAL				\$1000.75
<u>P-19</u>				
1	EA	.SPECIAL Haws 1119FRP with 6521FR SPECIAL QUOTED ITEM		
1	EA	FREIGHT CHARGE FREIGHT CHARGE		
SUBTOTAL				\$5735.66
<u>P-5</u>				
1	EA	Z5755-U ZURN WHITE URINAL OLD PART# 25750WH-U		
1	EA	.ZER6003AV-CPM ZURN ZER6003AV-CPM SENSOR FLUSH VALVE		
SUBTOTAL				\$442.81

QTY	UM	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>P-5 / Carrier</u>				
1	EA	Z1222-UNIV Z1222 CARRIER W/UNIVERSAL PLTE FOR KOHLER 4960T OLD PART# Z1222		

SUBTOTAL \$192.23

TOTAL QUOTE	\$13677.76
Tax	\$0.00
Amount Due	\$13677.76

Thank you for the opportunity to prepare this quotation for your company.

Terms & Conditions: All materials have been quoted based on the specifications given to PSC. We assume no responsibility for items that have been specified incorrectly nor the quantity listed in this quotation. This quotation is good for 30 days under standard market conditions. Certain circumstances may cause pricing to change earlier. To guarantee pricing you must refer to the Quote # above when placing order. Prices and quantities are good for one shipment unless otherwise specified.

Claims for shortages must be received within 48 hours of receipt of material. Prior consent of PSC and original sales ticket or Invoice # is required for all returned material. Rehandling charges apply to all returned material. Orders received and processed are subject to a \$50.00 cancellation charge. Special Order items are non-cancelable and non-returnable. **Payment terms: Net 30**

Plumbers Supply Co. does not manufacture the goods it sells and makes no express warranties thereon. There are no warranties which extend beyond the face hereof and specifically, Plumbers Supply Co. disclaims all implied warranties, including any implied warranty or merchantability or fitness for a particular use.

Seller's obligation is expressly conditioned upon assent to these terms and conditions. Buyer will be deemed to have assented to these terms and conditions unless Seller receives written notice of any objection within 5 days after the date Buyer receives this writing.

Effective June 1, 2013, Plumbers Supply Co. will no longer accept returns for materials that are not in compliance with the 2014 standards of the Federal Reduction of Lead in Drinking Water Act.



Tom Barrow Company *DELIVERING HVAC SOLUTIONS*

1922 Old Murfreesboro Pike, Suite 660, Nashville, TN 37217 Ph: 615-244-4800

Quotation

Project Name: Simpson CTE Tennis Building
Location: Franklin, KY
Engineer: Marcum
Project Number: 299889

Bid Date: March 4, 2026
Plan Date: January 23, 2026

Addendum: 0

**Pricing does not currently include tariffs that may be imposed.
If such tariffs are imposed, our price will be adjusted accordingly.**

Quotation does not include any taxes, and is based on standard lead times. All quotes must be approved for fabrication and scheduled for immediate shipment based on quoted lead times within 30 days. All materials or equipment ordered or released after 30 days will be adjusted based on current pricing. Please review the Terms and Conditions of Sale at the bottom of this quotation.

No Specifications at time of Quotation - Should Specifications be provided Post Bid a revised quote may need to be issued.

Fans - Loren Cook

3 Ceiling mounted exhaust fans with aluminum grille, disconnect, speed controller, backdraft damper, vibration isolators, and brick vent with birdscreen and backdraft damper. (Tag: EF)

Total Full Freight Allowed..... \$ 1,445.00

EXCLUSIONS: zone light control, timer

Electric Heaters - Markel

3 Electric ceiling heaters with disconnect and thermostat, (Tag: EUH-T1,T2,T3)
1 Electric baseboard heater with disconnect and thermostat. (Tag: EUH-T4)

Total Full Freight Allowed..... \$ 4,875.00

Terms and Conditions of Sale

Sale of any equipment or services described herein at the prices indicated is expressly conditioned upon and subject to all of the terms, conditions and incorporated terms and conditions set forth at <https://www.tombarrow.com/terms-conditions-of-sales> (hereinafter the "Proposal Terms"). The Proposal Terms are specifically incorporated herein by this reference and form a material part of this Proposal. By accepting this Proposal, the Purchaser acknowledges that it has had access to and the opportunity to view the Proposal Terms and agrees that the Proposal Terms constitute a material part of this Proposal and the contract between the parties and shall control the Proposal and contract's interpretation, effect and enforcement.



HOFFMAN & HOFFMAN, INC.

PROPOSAL

BRANCH OFFICE LOCATION

6011 Century Oaks Drive
Chattanooga, TN

CONTACT INFORMATION

Name: Alex Ramsey

Cell : 423-364-2307

Office: 423-693-2890

Email: alex.ramsey@hoffman-hoffman.com

March 5, 2026

TO: LEE Company – Jeff Davis

RE: Simpson CTE – Tennis Building

For your consideration, we are pleased to make the following quote to provide equipment for the above project. Although we have exercised due care in estimating the materials, our count is not guaranteed and should be verified by you. Prices can be adjusted accordingly. Hoffman & Hoffman, Inc. extends to Buyer the warranties of the respective manufacturers of the products sold. **HOFFMAN & HOFFMAN, INC. ITSELF MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY GOODS SOLD, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** All purchase orders are subject to acceptance by Hoffman & Hoffman at its home office, and your acceptance of this quote shall also be deemed as approval by the applicable engineer, architect, and/or owner.

Please refer to the following pages for quantities, prices, manufacturer and product description.

Prices quoted below are FOB factory with freight prepaid and allowed, except as noted, and do not include sales tax. Terms are net 30 days from invoice date.

Prices are firm if accepted within **10 days** and released for production and shipment within **30 days thereafter**. **Orders released over 30 days after acceptance may be subject to escalation.**

When Hoffman & Hoffman is the seller, all sales are subject to Hoffman & Hoffman's standard Terms and Conditions. These Terms and Conditions may be found on the last page of our Proposal or are available upon request. If you do not have a copy of our Terms and Conditions, please request one. Direct sales from the manufacturer are subject to the manufacturer's terms and conditions.

Thank you for your consideration of our equipment for this project.

Yours sincerely,

HOFFMAN & HOFFMAN, INC.

Alex Ramsey
Chattanooga, TN



ITEM "A" DUCTLESS HEAT PUMP by DAIKIN (AC-1)

X1 – 1 Ton wall mounted ductless split systems with remote condensers

WE INCLUDE:

Wired controller (Programmable)
Condensate pump
Wall Mounting Bracket

WE DO NOT INCLUDE:

Refrigerant piping or Specials
Remote Condenser Mounting Pad

Equipment Pricing

***Total Net Cost, FOB Factory, Freight Allowed.....\$2,103.00 + Tax
(For Items "A")***



TERMS AND CONDITIONS

05/25

H&H shall mean Hoffman & Hoffman, Inc., and its officers, employees, and agents. "Buyer" shall mean the person or entity entering into this Agreement to purchase goods and/or services.

Controlling Terms & Conditions: This Agreement, upon Buyer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Buyer, or any contract document between Buyer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by H&H. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of H&H. H&H salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by H&H ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

Acceptance: Any H&H proposal expires if not accepted by Buyer within thirty (30) days from the date of the proposal. After acceptance but prior to shipment, prices are at all times subject to escalation due to increased costs. Cost increases may result from, but are not limited to, tariffs, taxes, manufacturer price increases, government regulations, etc. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Buyer is deemed to have accepted any H&H proposal, including these Terms and Conditions, when Buyer either (a) receives and retains an acknowledgment from H&H without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to H&H delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. Buyer's acceptance shall be deemed acceptance of the proposal subject solely to H&H's terms and conditions. Buyer's acceptance is expressly conditioned upon H&H's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by H&H with H&H's Terms and Conditions attached or referenced serves as H&H's notice of objection to, and rejection of, Buyer's terms and as H&H's counter-offer to provide goods or services in accordance with the H&H proposal and H&H's Terms and Conditions. If thereafter Buyer does not object to H&H within ten (10) days by written notice to Legal@hoffman-hoffman.com, H&H's counteroffer will be deemed accepted by Buyer. Buyer's acceptance of all or any part of any goods ordered will constitute Buyer's acceptance of H&H's proposal subject to H&H's Terms and Conditions.

Terms of Payment / Taxes: Payment is due net thirty (30) days from the date of each H&H invoice to Buyer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law (lower) may be charged after the 30-day period until payment is received. H&H accepts credit card payments. If Buyer chooses to pay by credit card, Buyer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Buyer shall pay all costs of collection incurred by H&H including, but not limited to, reasonable attorneys' fees, collection fees, and court costs. H&H may suspend all further services and transactions (regardless of their status) without liability if Buyer's account is more than thirty (30) days past due or if Buyer's credit, in the sole judgment of H&H, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Buyer, H&H will have a purchase-money security interest in all goods (including accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due H&H, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Buyer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due H&H have been made. The purchase-money security interest granted herein attaches upon H&H's acceptance or acknowledgment of this Agreement and Buyer's receipt of said goods, but prior to installation. Buyer will have no rights to set off against any amounts which become payable to H&H under this Agreement or otherwise notwithstanding any Buyer form or document to the contrary, H&H shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with goods purchased or services provided until H&H has obtained payment in full for such goods or services and any damages. Furthermore, Buyer is responsible for paying in full for the goods or services provided by H&H regardless of whether such goods or services are funded for Buyer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Unless otherwise agreed by H&H in writing, Buyer shall pay H&H, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local state or federal taxing authority payable in connection with the goods or services furnished.

Shipments / Claims: All shipments of goods are at Buyer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted while in transit. Claims against factory shortages will not be considered unless made within sixty (60) days after Buyer's receipt of the goods.

Approval: H&H shall not be liable in any way should any third party (such as a project architect, engineer, owner, etc.) fail to accept or approve equipment ordered by Buyer. H&H cannot guarantee to meet or equal specifications written around another make of equipment different than that purchased by Buyer.

Warranties and Liability: Upon H&H's receipt of payment in full for all amounts owed under this Agreement, and unless otherwise specifically agreed to in writing by H&H, H&H extends to Buyer the manufacturer's warranty (a copy of which is available upon request), and manufacturer's warranty is in lieu of any warranties contained in any applicable project contract, conditions, plans, or specifications. H&H ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, IMPLIED WARRANTIES OF DESIGN OR FITNESS FOR A PARTICULAR PURPOSE, H&H SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR FAULTY OPERATION OR MISUSE OF THE EQUIPMENT, AND UNDER NO CIRCUMSTANCES SHALL H&H BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF H&H HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE.

Design and Workmanship: Buyer acknowledges that H&H is not responsible for the design of goods or services purchased and did not participate in any project design in connection with such goods or services. (a) Goods shall be fabricated in accordance with the contract drawings and specifications furnished by the Buyer and shop drawings approved by Buyer or its representative. (b) H&H shall not be responsible for the suitability, adequacy or legality of use of any designs, plans and specifications, and the Buyer shall indemnify H&H for any loss, damages and expenses incurred by or charged against H&H by reason of any alleged patent or copyright infringement, personal injury or property damage allegedly arising out of the use of designs, plans, and specifications furnished by Buyer for the goods. (c) Once submittals are approved by Buyer, Buyer shall reimburse H&H for all expenses resulting from changes thereto. Buyer shall compensate H&H for any and all extra work requested by Buyer and performed by H&H outside the limits of H&H's proposal. If H&H and Buyer do not reach agreement as to compensation and any change to the project schedule resulting from such extra work, H&H shall not be responsible for the extra work.

Limitation of Remedy: H&H shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation of equipment by Buyer or any third party. To the extent H&H is liable to Buyer under any legal theory (whether under warranty, negligence, strict liability or contract), Buyer's sole and exclusive remedy is limited to the following, which H&H shall elect in its sole and absolute discretion: (a) repair or replacement of purchased equipment or its parts by H&H or its duly authorized representative or (b) refund of the purchase price. In no event shall H&H's liability exceed the purchase price paid by Buyer under this Agreement, and Buyer waives all other remedies at law or in equity. Furthermore, Buyer waives any claim with respect to quantity or quality of goods or services purchased, unless Buyer notifies H&H in writing within ten (10) days of the date Buyer discovered, or by reasonable inspection should have discovered, the basis for such claim. Under no event shall H&H owe any duty or have any obligation whatsoever to any customer or client of Buyer or to any other third party.

Hazards: H&H is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. At all times now and in the future, H&H takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Buyer has a duty to alert H&H of any known or likely potential hazards at any project site where H&H's representatives and affiliates may be present in connection with this Agreement.

Indemnification / Insurance: To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend H&H and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Buyer's purchase, installation, or use of goods or services provided by H&H. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Buyer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if H&H is alleged or proven to have acted negligently; provided, however, that Buyer shall have no obligation to provide indemnification to H&H if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of H&H. Buyer shall also indemnify and hold harmless H&H from all liability for taxes owing in connection with Buyer's purchase of goods or services. The obligations and rights to indemnify herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Buyer to indemnify H&H for H&H's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Buyer and H&H jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Buyer to defend, indemnify, and hold H&H harmless to the fullest extent permitted by applicable law. Upon written request of Buyer, H&H shall name Buyer as an additional insured, but only to those coverage types listed on H&H's standard Certificate of Insurance (available upon request). In no event does H&H waive any rights of subrogation.

Claims Resolution / Governing Law: Unless H&H elects otherwise, all claims and disputes between Buyer and H&H arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. H&H and Buyer agree that their transactions involve interstate commerce. This Agreement shall be governed by an instrument construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. H&H shall have the sole and exclusive right, at H&H's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless H&H elects another court of appropriate jurisdiction in H&H's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between H&H and Buyer. Buyer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

Delays / Penalties / Force Majeure: Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever will H&H be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to H&H unless pre-approved in writing by an H&H officer. Furthermore, in no event and under no circumstances whatsoever will H&H be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond H&H's reasonable control.

Cancellations / Returns: If an order is canceled through no fault of H&H, the Buyer shall reimburse H&H for all expenses, costs, damages and losses (including lost profits) incurred by H&H in connection with the order and its cancellation. Goods may not be returned except by written permission of a representative of H&H, and when so returned, shall be subject to handling and transportation charges.

Equal Employment Opportunity: H&H is an Equal Employment Opportunity employer. H&H does not discriminate against its employees or applicants in the terms and conditions of employment on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, genetic information, veteran status or any other basis prohibited by law.



5. **Government Contracts:** If Buyer's purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantage business incentives or qualifications (or other similar laws or regulations), Buyer represents and certifies to H&H that Buyer is performing a commercially useful function on such project. H&H assumes responsibility for the compliance of any quoted or sold materials or equipment with any government specifications or requirements, including, but not limited to, Federal Acquisition Regulation (FAR) requirements unless such is specifically stated in H&H's written proposal.

6. **Trust Funds:** Buyer agrees that all funds Buyer receives that result from the labor, materials, and/or equipment furnished by H&H will be considered "Trust Funds." Buyer will hold all Trust Funds in trust for the sole and exclusive benefit of H&H. Buyer will segregate Trust Funds from other funds. Buyer will account for all Trust Funds and deliver all Trust Funds to H&H. Buyer will not use Trust Funds for any purpose other than paying H&H.

7. **Survive:** The terms contained herein which explicitly or by their nature are intended to survive the earlier termination or expiration of this Agreement shall survive, including, but not limited to, all indemnification obligations.

PROPOSAL REQUEST

DATE: 03/02/26

PR #: 004

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

RE: Simpson Co. CTE Imp. & Alt. School Add.
Franklin, KY
RTA 23066

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described therein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTION

Referring to attached site, structural, architectural and MEP PR drawings, adding a standalone toilet building with associated storage and supportive space by the existing tennis court. Any general notes and typical details shall refer to the base bid documents.

ATTACHMENTS

PR04 – Combined - 23066.PDF

BY: Gaoda Jiang, AIA, LEED Green Associate

c: Greg Hosfield, AIA, LEED AP BD+C

GENERAL SITE NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
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SITE DEMOLITION TAGS

1. ALL STRUCTURES TO BE DEMOLISHED SHALL BE IDENTIFIED WITH A TAG.
2. TAGS SHALL BE PLACED AT THE CORNER OF EACH STRUCTURE TO BE DEMOLISHED.
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SITE BMP NOTES

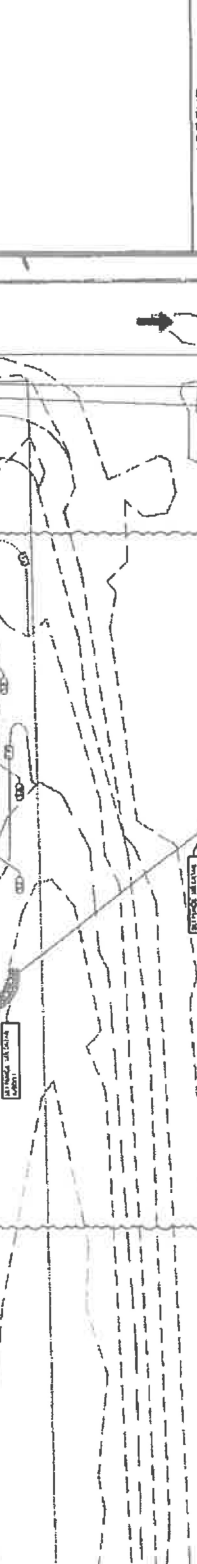
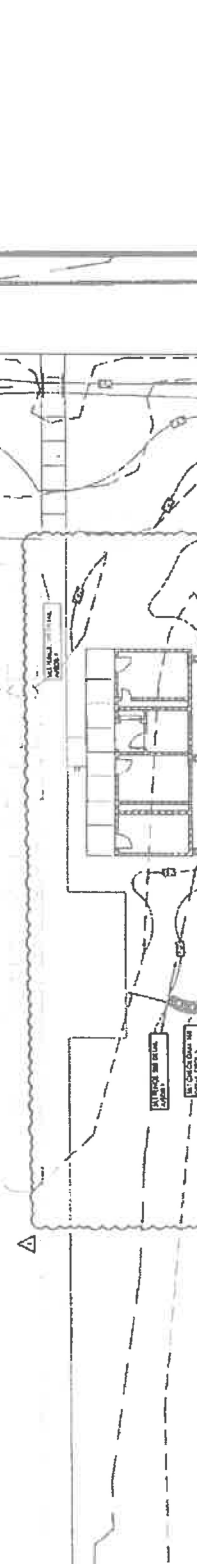
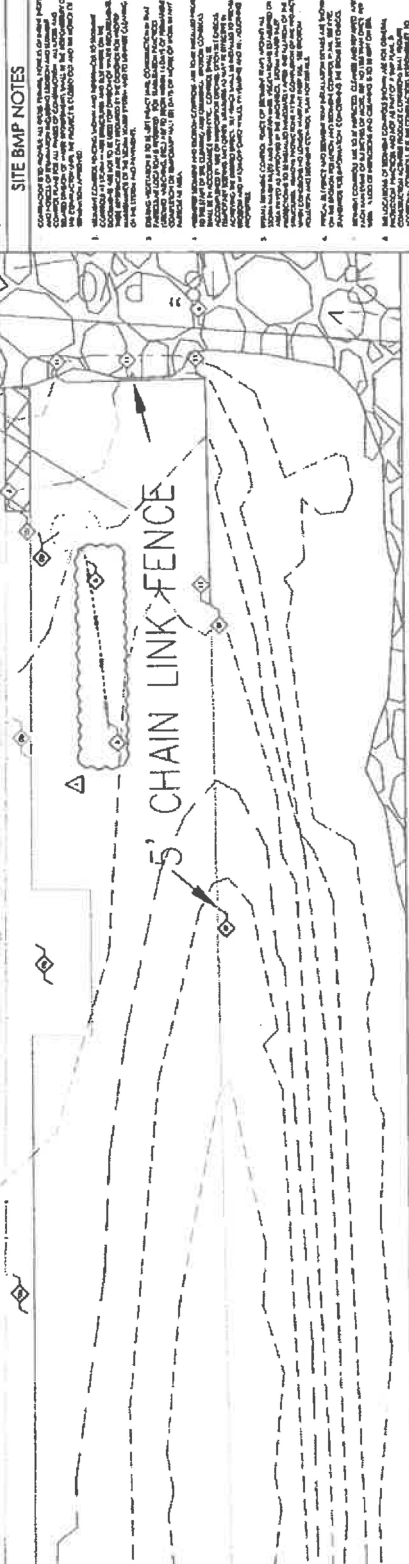
1. ALL BMPs SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
2. ALL BMPs SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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LEGEND

- 1. Chain Link Fence
- 2. Erosion Control
- 3. Sediment Control
- 4. Stormwater Management
- 5. Utility
- 6. Structure
- 7. Boundary
- 8. Easement
- 9. Right-of-Way
- 10. Other

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- 7. Boundary
- 8. Easement
- 9. Right-of-Way
- 10. Other



GENERAL SITE NOTES

- THE SITE IS A 100' WIDE STRIP OF LAND BOUNDARY LINES ARE SHOWN BY DASHED LINES. THE EXISTING BUILDING IS SHOWN BY A THICK LINE.
- THE EXISTING BUILDING IS TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN ON THE PLAN.
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LANDSCAPE TAGS

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SITE STORM DRAINAGE NOTES

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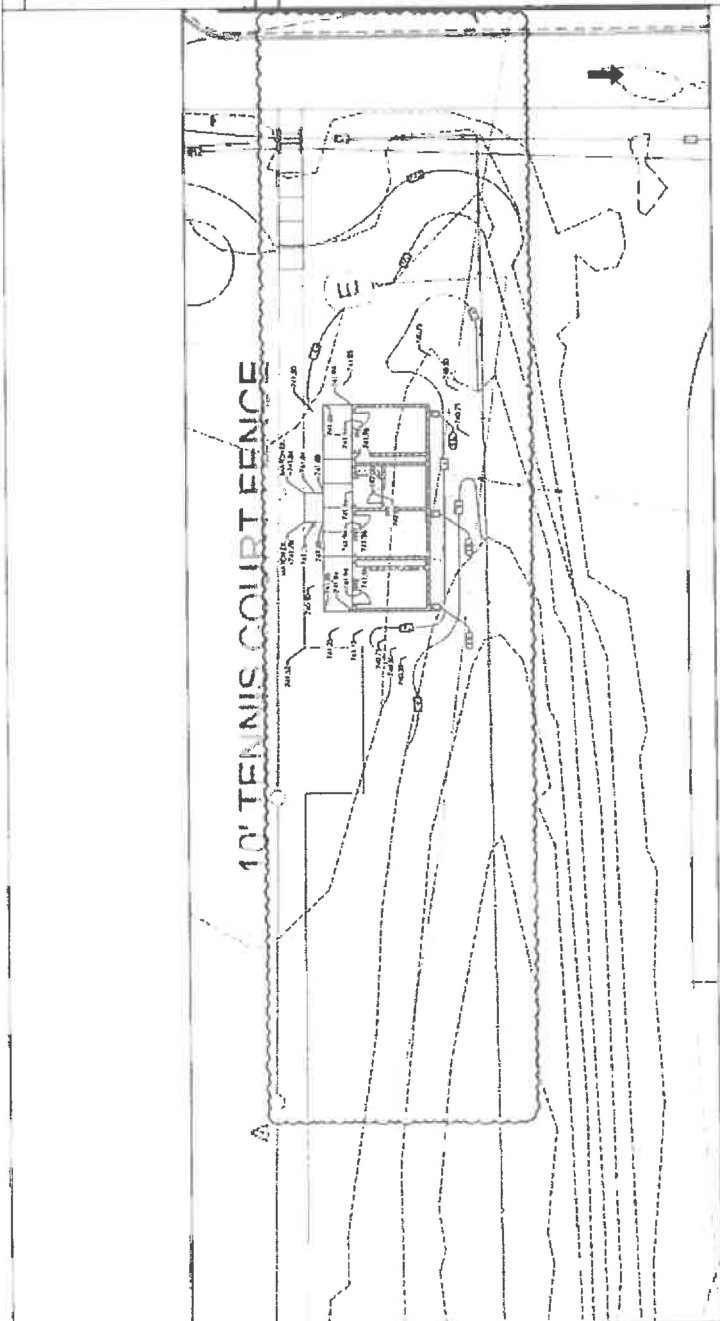
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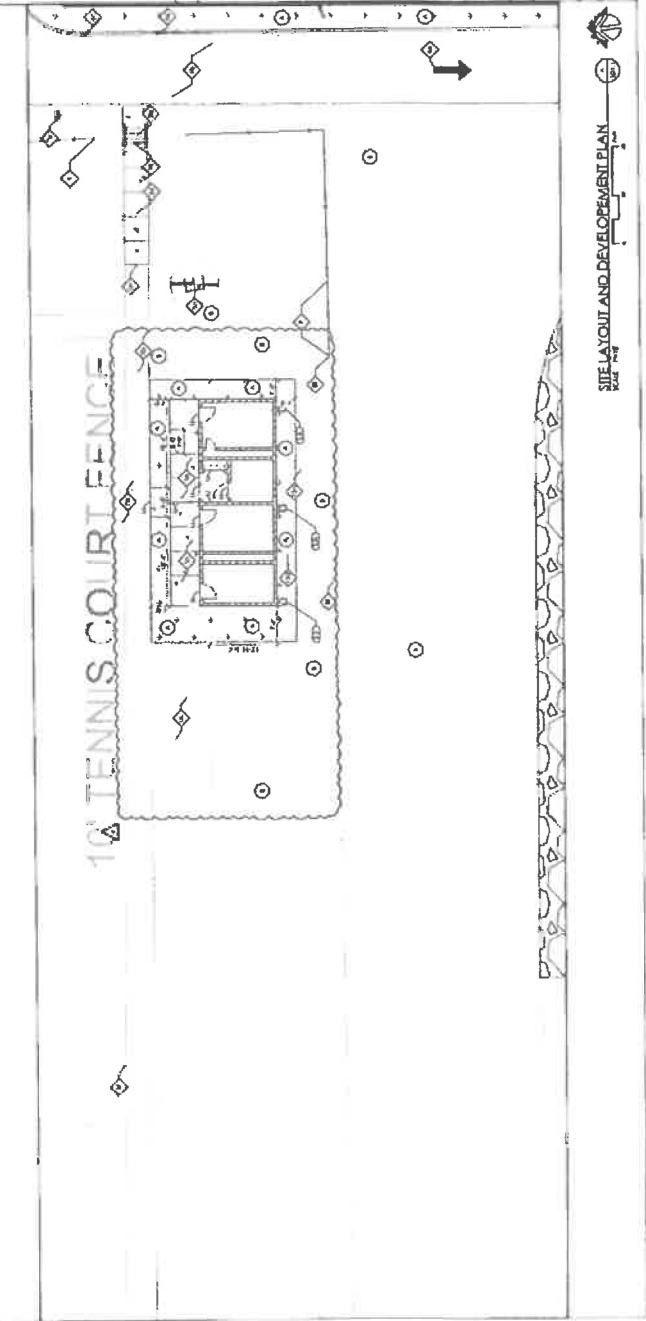
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SITE GRADING & DRAINAGE PLAN FOR THE 10' TENNIS COURT FENCE



SITE LAYOUT AND DEVELOPMENT PLAN FOR THE 10' TENNIS COURT FENCE

SIMPSON CO. CTE IMPROVEMENTS
ALTERNATIVE SCHOOL ADDITIONS
FRANKLIN, KENTUCKY
ROSSTARRANT NO. 23066
MARCUM NO. 24519

MPE REQUEST FOR PROPOSAL

TO: Gaoda Jiang, Rosstarrant Architects

CC: Greg Hosfield, Rosstarrant Architects
Michael Orange, Marcum Engineering

FROM: Jwain White, Marcum Engineering

DATE: February 6, 2026

SUBJECT: RFP Tennis Building (PR-004)

RATIONALE:

The Owner requests a restroom building next to the tennis courts as a change order to the CTE Renovation and Alternative School addition project.

DESCRIPTION OF REQUEST:

The Contractor shall provide MPE as indicated on the attached new and revised drawings.

The proposal shall be broken down to reflect labor, material, any unit costs, and mark-up.

ATTACHMENTS:

1. Revised DU1.1 – Site Electrical Demolition Plan
2. Revised U1.1 – Site Electrical Plan
3. Revised U1.3 – Sanitary Sewer & Water Utility Plan
4. ME2.1 – Tennis Court R.R. Building Mech-Elec Plan
5. ME2.2 – Tennis Court R.R. Building Mech-Elec Schedules

END OF DOCUMENT