

**CONTRACT CHANGE ORDER**

Order No. One (FINAL)

Date: November 6, 2018

State: Tennessee

Contract for: Water System Improvements, Holiday & Meadow Park WTP Improvements, Wauford Project No. 4628; Contract 17-02

County: Overton

Owner: City of Crossville, Tennessee, 392 North Main Street, Crossville, Tennessee 38555

To: W & O Construction Company, Inc. 150 Construction Drive, Livingston, Tennessee 38570

*(Contractor)*

You are hereby requested to comply with the following changes from the Construction Drawings and Detailed Specifications:

Description of Changes	DECREASE In Contract Price	INCREASE In Contract Price
160 day time extension	\$0	\$0
TOTALS	\$0	\$0
NET CHANGE IN CONTRACT PRICE	\$0	\$0

JUSTIFICATION: Equipment delivery delays beyond the control of the Contractor.

The amount of the Contract will be Unchanged. The Contract Total including this and previous change orders will be One Million Two Hundred Ninety One Thousand Six Hundred and 00/100 Dollars (\$1,291,600.00). The Contract period provided for completion will be increased 160 days. The new completion date will be November 2, 2018.

Requested R. O. O'abley  
W & O Construction Company, Inc.

11/7/2018  
(Date)

Recommended Robert S. Qualman  
J. R. Wauford & Company, Consulting Engineers, Inc.

2-19-19  
(Date)

Accepted \_\_\_\_\_  
City of Crossville, Tennessee

\_\_\_\_\_  
(Date)

## CONTRACTOR'S AFFIDAVIT

STATE OF TENNESSEE  
COUNTY OF OVERTON

R. L. Oakley, Jr. affirms that he is President of W & O Construction Company, Inc., a corporation which constructed or caused to be constructed Water System Improvements, Holiday & Meadow Park WTP Improvements, Wauford Project No. 4628; Contract 17-02, covered under contract entered into on the 20th day of October, 2017, by and between the City of Crossville, Tennessee and W & O Construction Company, Inc.

Affiant further states that all material used therein was of the quality prescribed in the Plans and Specifications prepared by J. R. Wauford & Company, Consulting Engineers, Inc., that all claims against the Owner on the Contractor's part have been met in full; that all accounts for labor performed, accounts for materials, liens, judgments, and claims of every nature against the Contractor have been satisfied by the Contractor in full, warrants and guarantees to hold the City of Crossville, Tennessee free and immune from any liability therefore.

Affiant further states that any obligation whatsoever, which may be present or suits arising therefrom in connection with the work after the final settlement has been made, is to be borne by W & O Construction Company, Inc.

Affiant further states that W & O Construction Company, Inc guarantees to the City of Crossville, Tennessee all of its construction against defective materials, equipment, and workmanship for a period of 12 months from October 16, 2018 and will replace such defective parts without cost to the City of Crossville, Tennessee.

Affiant further states that said construction began on the 27th day of November, 2017, and was completed on the 2nd day of November, 2018, and he acknowledges receipt of all monies due W & O Construction Company, Inc for the construction thereof, with the exception of the final retainage/payment in the amount of \$70,945.00.

W & O Construction Company, Inc

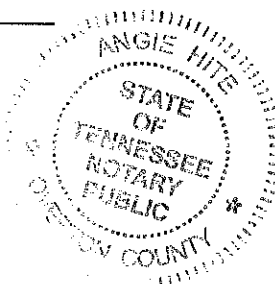
BY: RL Oakley Jr

Sworn to and subscribed before me this

7<sup>th</sup> day of November, 2018.

Angie Hite

NOTARY PUBLIC



My Commission Expires: 7-11-2020