

April 24, 2026

City of Crossville  
Ms. Valerie Hale, City Manager  
392 North Main Street, Crossville, TN 38555  
931.787.1684  
valerie.hale@crossvilletn.gov

## **Change Order No. 1 Recommendation City of Crossville 2024 SPEC Building (PO 16174)**

Dear Valerie:

During construction the following modifications have been requested:

RFP#1 – Revisions to Building Footings – The contractor submitted shop drawings and anchor bolts reactions based upon their selected Pre-Engineered Metal Building (PEMB) manufacturer. Upon review, it was determined that modifications to the preliminary foundation designs are required to accommodate the submitted anchor bolt reactions. This modification will have a cost increase of \$10,550.29 as detailed in the attached RFP #01 dated March 23, 2026.

RFP#2 – Addition of French Drain / Underdrain – During construction of the building foundations, groundwater was encountered near the NE building corner. As such, our office requested the contractor to provide a cost to install an underdrain to minimize/eliminate groundwater ponding near the building foundations. This will have a cost increase of \$10,455.90 as detailed in the attached RFP #02 dated March 23, 2026.


RFP#3 – Saw cutting at doors – In an effort to minimize future construction costs when the interior concrete building slab is installed, our office requested the contractor to provide provisions for a “knock out panel” under the doorways. The contractor provided two (2) options. Upon review and consideration, we are suggesting that the contractor only perform the vertical cuts (along with the associated caulking). This will have a cost increase of \$3,747.00 as detailed in the attached RFP #03 dated April 15, 2026.

Special Inspection – During the bidding of the project Addendum No. 2 indicated that special inspection costs will be paid by the owner. During construction, a third-party consultant (Precision Engineering) provided a fee proposal dated May 29, 2025, that included a budget of \$39,025.00 for Testing & Special Inspections. It is my understanding that the overall project budget included a \$40,000.00 allowance for these fees. As such, we are suggesting approving the \$40,000.00 budget which will allow invoices to be paid on a time and materials basis up to the approved \$40,000.00.

The total additional amount of the aforementioned items total \$64,753.19 (\$10,550.29 + \$10,455.90 + \$3,747.00 + \$40,000.00). Upon reviewing the additional documentation included along with various meetings and conversations during construction, we agree that these modifications are appropriate to provide a building and associated site improvements that meets the design intent and goals for this project. As such, we recommend increasing the contract sum by \$64,753.19 to reflect Change Order 1.

I recommend a Change Order for these modifications as indicated above and the **proposed increase in Contract Sum by \$64,753.19.**

Respectfully,



James G. Golias II, PE  
Senior Project Manager

Attachments: RFP #01 dated March 23, 2026  
RFP #02 dated March 23, 2026  
RFP #03 dated April 15, 2026  
Precision Engineering Proposal dated May 29, 2025  
Change Order 1



March 23-2026

Verdantas  
Attn: James Golias  
2964 Sidco Drive  
Nashville, TN 37204

RE: Crossville Spec. Building  
RFP #01 Revisions made to Footings.

James,

We are pleased to submit the attached pricing for proposed RFP # 01 resulted from Verdantas notifying Sain that the foundation plans would need to be revised based on our submittal of the building plans. Once we received the revision, we sent them to Covenant Concrete to revise their shop drawings to the structural drawings. The above resulted in a change to the project that would have to be paid to the subcontractor. The pricing for Covenant would be based on the unit cost of their contract which had been competitive hard bid this resulted in a cost of \$9,460.00 to complete the work please see the total cost for this work below.

Additional Amount \$10,550.29

Should you have any further questions or require additional information please feel free to contact me on 843-368-7605.

Best Regards,

A handwritten signature in blue ink, appearing to read "Richard A. Creamer", with a long horizontal flourish extending to the right.

Richard A. Creamer  
Project Manager  
Sain Construction Company.

713 VINCENT STREET (37355)  
P O Box I078  
MANCHESTER, TN. 37349-I078

PHONE 931-728-7644 FAX 931-728-7944  
[www.sainconstruction.com](http://www.sainconstruction.com)





CCO #001

Sain Construction  
713 Vincent St  
Manchester, Tennessee 37355-1937

Project: 25743 - Crossville Spec Building  
326 Interchange Drive  
Crossville, Tennessee 38555

### Subcontract Change Order #001: CE #001 - Revisions to footing rebar and sizes based on reaction drawing from Metal building Company.

CONTRACT COMPANY:	Covenant Concrete 822 Butler Bridge Rd. Portland, Tennessee 37148	CONTRACT FOR:	SC-25743-008:Concrete
DATE CREATED:	12/31/2025	CREATED BY:	Richard Creamer (Sain Construction)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/31/2025
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9,460.62

**DESCRIPTION:**  
CE #001 - Revisions to footing rebar and sizes based on reaction drawing from Metal building Company.  
Additional concrete for walls and footings as well as additional rebar per revised Structural drawings dated 10-03-2025 from T Consultants Engineers and issued 11-14-2025 for Construction.

**ATTACHMENTS:**  
[COR #1 Plan Revision 10-3-25.pdf](#)

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	03-100.S Place Footings.Subcontractor	Additional concrete and rebar for perimeter walls	\$9,460.62
<b>Grand Total:</b>			<b>\$9,460.62</b>

The original (Contract Sum)	\$ 425,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 425,000.00
The contract sum will be increased by this Change Order in the amount of	\$ 9,460.62
The new contract sum including this Change Order will be	\$ 434,460.62
The contract time will not be changed by this Change Order.	

Sain Construction  
713 Vincent St  
Manchester, Tennessee 37355-1937

Covenant Concrete  
822 Butler Bridge Rd.  
Portland, Tennessee 37148

*Richard A. Creamer* 12-31-2025  
SIGNATURE DATE

*Cody Hawkins* 12/31/25  
SIGNATURE DATE



# Change Order Request

Covenant Concrete Construction, LLC  
 822 Butler Bridge Road  
 Portland, TN 37148  
 (615) 796-4032  
 CHawkins@CovenantConcrete.com

DATE:

10/6/2025

TO Richard Creamer  
 Sain Construction Company

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Cody Hawkins	Crossville Spec Building	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1 LS	Revisions to Foundations	\$9,460.62	\$9,460.62
<b>SUBTOTAL</b>			\$9,460.62
<b>SALES TAX</b>			
<b>TOTAL</b>			\$9,460.62

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_

## THANK YOU FOR YOUR BUSINESS!

Cost is figured using current contract unit rates:

1. Column Footings
  - +4 CY concrete
2. Piers
  - -4 CY concrete
3. Continuous Footings
  - -4 CY concrete
4. Walls
  - +11 CY Concrete



March 23-2026

Verdantas  
Attn: James Golias  
2964 Sidco Drive  
Nashville, TN 37204

RE: Crossville Spec. Building  
RFP #02 Addition of a French Drain

James,

We are pleased to submit the attached pricing for proposed RFP # 02 Add a French drain at the footing along column line #17. This drain is to extend approximately three hundred feet to the back of the building and daylight in the slope behind the building at a point that is lower than the footing of the building said drain will be a 4" perforated drain pipe with sock embedded in #57 stone with woven fabric around and #57 stone above and beside the pipe all the way to the slope where it daylights there will be concrete formed and poured to protect the opening from being overgrown. This price includes all material, equipment, and labor, it does not include rock should it be encountered. Please see the total cost for this work below.

Additional Amount \$10,455.90

Should you have any further questions or require additional information please feel free to contact me on 843-368-7605.

Best Regards,

A handwritten signature in blue ink, appearing to read "Richard A. Creamer", with a long horizontal flourish extending to the right.

Richard A. Creamer  
Project Manager  
Sain Construction Company.

713 VINCENT STREET (37355)  
P O Box I078  
MANCHESTER, TN. 37349-I078

PHONE 931-728-7644 FAX 931-728-7944  
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01 26 55 - FORM FOR PRICE OF WORK

SBC Project Number: <b>25743</b>	Project Name: <b>Crossville Spec Building</b>
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Work itemized below provided by: <b>Sain Construction Company</b>
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Proposal Number: <b>RFP # 002</b>	Date Itemized: <b>20-Mar-26</b>	Page <b>2</b> of <b>2</b> pages
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Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
4" ABS Drain pipe	300	LF	1.48	444.00				0.00				0.00
4" coupler	4	ea.	5.71	22.84				0.00				0.00
4" drain sock	3	ea.	33.48	100.44				0.00				0.00
concrete bags	6	ea.	15.97	95.82				0.00				0.00
2" x 50lf.Corrugated pipe tap	1	ea.	8.99	8.99				0.00				0.00
non woven geotextile fabric	1	roll	469.00	469.00				0.00				0.00
excavator				0.00	16	hr	75.00	1,200.00				0.00
skidsteer				0.00	16	hr	75.00	1,200.00				0.00
				0.00				0.00				0.00
labor 2 men 3 days				0.00				0.00	48	Hr	45.00	2,160.00
				0.00				0.00				0.00
#57 stone	4	Tk	566.00	2,264.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00

Cells with red underline (if viewed in color) are for you to fill in. Other cells are protected. Rounding off is permitted if rounding up for decreases and rounding down for increases. Math functions in Excel show rounded to nearest penny, but carry exact value for calculations. Let embedded math in "extension" columns do its work. This spreadsheet is available on the Owner's Designers' Manual website.

<b>Materials</b>	Subtotal	3,405.09	<b>Equipment</b>	Subtotal	2,160.00
9.750 % Sales Tax =		332.00		30.0 % Burden =	648.00
<b>Cost:</b>		3,737.09	<b>Cost:</b>		2,808.00

Subtotal of Costs of Materials + Equipment + Labor = \$	8,945.09
10% Overhead allowed on costs = \$	894.50
Subtotal of Costs + Overhead = \$	9,839.59
5% Profit allowed on Costs + Overhead = \$	491.98
<b>Total for this change = \$</b>	<b>10,331.57</b>



April 15-2026

Verdantas  
Attn: James Golias  
2964 Sidco Drive  
Nashville, TN 37204

RE: Crossville Spec. Building  
RFP #03 Saw cutting at doors,

James,

We are pleased to submit the attached pricing for proposed RFP # 03 Owner requested two options for cut outs at knock out panels at all access doors. To cut only vertical cuts at access doors 3 ea. 3'6" wide, 3 ea. 6'6" wide and 1 ea. 14'0" wide all eight" tall in six" thick walls and caulk the cuts \$3,747.00. To add the horizontal cuts to the openings approximately forty-four lineal feet with equipment concrete chainsaw, it will take additional \$3,513.00 this includes the removal of the concrete. This would be a combined total of \$7,260.00 if you choose both options one & two. I would recommend we only do option 1 as I think you could probably get the other work done for less when you do the whole build out.

Additional Amount \$3,747.00

Should you have any further questions or require additional information please feel free to contact me on 843-368-7605.

Best Regards,

*Richard A. Creamer*

Richard A. Creamer  
Project Manager  
Sain Construction Company.

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OVER 50 YEARS OF COLLECTIVE EXPERIENCE

Tompkinsville, KY | Lexington, KY | Hindman, KY ▪ PHONE (270) 407-5784 ▪ WWW.PRECISION-ENGR.COM

Date May 29, 2025

## PROPOSAL: 25-04-198

### Re: Crossville Spec Building – Crossville, TN

Thank you for the opportunity to submit this proposal for **construction staking & other services** for the project listed above. This proposal will outline our current understanding of the project and the services being requested, as well as describe the conditions under which services will be provided and provide a cost estimate for these services. Additionally, this proposal includes a quote for **special inspections and construction materials testing**. Please let us know if any of our services are needed.

### ABOUT PRECISION ENGINEERING | RMJE

**Precision Engineering | RMJE** is a multi-disciplined engineering firm which provides Civil Engineering, Geotechnical Engineering, Land and Construction Surveying, Materials Testing, Design-Build, Construction Observation and Special Inspection services throughout several states including KY, TN, OH, IN, AL, and GA. Our staff is composed of experienced engineers, land surveyors, special inspectors, field technicians, and support staff are sure to provide the necessary resources for this project.

### PROJECT INFORMATION

It is our understanding that the project consists of: **The project includes providing all construction supervision, labor, materials, tools, surveying & testing equipment necessary to complete the project as specified on the plans.**

### SCOPE OF SERVICES

The scope of services estimated herein includes tasks related to the required Construction Staking and Materials Testing requirements of this project. These tasks include:

- Point Processing via AutoCAD or Carlson Survey.
- Locating and verifying given control points.
- Setting control or benchmarks as needed throughout the project site.
- Staking of offsets as needed.
- Construction staking of the following (if needed):
  - Building Corners (Excludes anchor bolts and structural columns)
  - Retaining Walls
  - Asphalt
  - Silt Fence
  - Transformer Pad
- Special Inspections
  - Compaction of fill
  - Soils analysis / sub-surface investigation
  - Concrete sampling and testing
  - Structural Steel Inspections – (Bolted and Welded Connections)

**PERSONNEL**

For this project, Precision Engineering | RMJE would provide qualified special inspectors to perform field sampling, testing, and inspection. The names along with a summary of each inspector we plan to use for this project is provided below:

NAME	ROLE IN THIS PROJECT	EXPERIENCE / CERTIFICATIONS
John Barnett, SI	Project Manager/Primary Inspector	10 Years' Experience, ACI Concrete Field-Testing Technician Grade 1, ACI Strength Testing, Nuclear Gauge Safety Training, GPR Technician Training, WKU Construction Management degree
Thad Billingsley, EIT	Secondary Field Inspector/Registered ICC Concrete/ Soils Special Inspector	6 Years' Experience, ACI Concrete Field-Testing Technician Grade 1, Nuclear Gauge Safety Training, GPR Technician Training, WKU Civil Engineering degree, Ground Penetrating Radar
Stephen R. Harris, PE, PLS, LEED AP	Secondary Field Inspector/Registered PE	16 Years' Experience, Licensed Professional Engineer, Licensed Professional Surveyor, LEED AP, Nuclear Gauge Safety Training, GPR Technician Training, ICC Soils, Ground Penetrating Radar

Our planned personnel for each of the anticipated project task are provided in the following table (if needed).

Item	Planned Personnel
Earthwork	ICC-certified Soils Special Inspector –or– Registered Professional Engineer
Structural Concrete (Reinforcing Steel & Anchors)	ICC-certified Reinforced Concrete Special Inspector –or– Registered Professional Engineer
Masonry (Reinforcing Steel & Anchors)	ICC-certified Masonry Special Inspector –or– Registered Professional Engineer
Structural Steel (Bolting & Welding)	Registered Professional Engineer
Wood	ICC-certified Building Inspector –or– Registered Professional Engineer

**CONDITION OF SERVICES**

The Client will be responsible for providing us with a complete, up-to-date plan set with specifications at the beginning of the project, and will also be responsible for alerting us to, and providing us with, any subsequent revisions to construction plans or specifications, or other revisions that may affect services we provide.

We also request that the Client provide a minimum of 24 hours' notice to schedule services. If services are requested without providing 24 hours' notice, we will attempt to accommodate requests accordingly, but will not be responsible for additional costs when adequate notice is not provided.

When possible, our staff will provide results of tests performed on-site to the Client's designated personnel. If our staff determines that test results or inspection findings are not in compliance with contract documents and specifications, this information will be immediately communicated to designated on-site contractor personnel so that the appropriate remediation and corrective measures can be taken. Failing tests and non-compliant results will be reported to the designated parties, and reports will be submitted to the Client within 48 hours.

- Time and mileage are charged portal to portal.
- Per Diem for travel will be a minimum of \$100.00.
- Labor and test prices will be charged at overtime (1.5 times the base rate) for all work performed more than 8 hours per day. Unless prearranged schedules are approved by Precision Engineering, LLC, the overtime rate will also apply to all work performed before 8:00 AM and after 5:00 PM (CST) on Monday through Friday, and for all work performed on weekends and holidays

## **COST ESTIMATE**

**\*\$6,255.00** for the **Construction Staking Tasks** of this project is based on quantities shown and our understanding of the requested scope of work.

**\*\$3,035.00** for the **As Built** of this project is based on quantities shown and our understanding of the requested scope of work

**\*\$39,025.00** for the **Testing & Special Inspections** of this project is based on quantities shown and our understanding of the requested scope of work.

**\*The price above is an estimate only. Factors such as destruction of staking/markings, contractor workmanship, scheduling, availability of labor and materials will be considered as additional trips to the site; this estimate is based on our experience with projects of this nature and magnitude. Should the project exceed the number of days/hours estimated due to the aforementioned factors, additional fees shall apply for additional trips / time on-site.**

Please note that Wage Rates do not apply as we are a professional service provider.

## **SCHEDULING OF SERVICES**

To schedule services, please contact the department manager at 270-407-5784 at least 48 hours in advance. Please also contact the department manager one working day prior to notify us of a service cancellation. Services requested without a 48-hour notice are subject to availability. Same-day request for services cannot be guaranteed. A cancellation fee of a minimum of one-hour time for the expected personnel to be on site plus \$0.75 per mile travel time will be applied for inspection / testing services cancelled with less than 16 hours' notice.

**NOTIFICATION TO PROCEED**

Please sign and return a copy of the attached Service Agreement to serve as our official authorization to proceed. We appreciate the opportunity to work with you, and please contact us with any questions regarding this proposal.

Sincerely,

**Precision Engineering | RMJE**

Estimating Department  
estimating@precision-engr.com  
Office: (270) 407-5784


## SERVICE AGREEMENT

This **AGREEMENT** between ("Client") and Precision Engineering | RMJE ("Consultant") for Services to be provided by Consultant for Client on the Project as outlined in the Project Information Section of Consultant's Proposal dated 5/29/25 ("Proposal") unless the Project is otherwise described in this Agreement.

- 1. Scope of Services:** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services") unless Services are otherwise described in this Agreement. Portions of the Services may be subcontracted by the Consultant. Consultant's findings, opinions, and recommendations are based solely on data and information obtained by and furnished to the Consultant at the time of the Services.
- 2. Acceptance & Termination:** Client agrees that execution of this Agreement constitutes a "notice to proceed" and a written agreement to the terms and conditions of this Agreement. Client also agrees that if Services are requested by Client and Services commenced by Consultant prior to execution of this Agreement, that such commencement of work constitutes a formal acceptance of this Agreement and its terms and conditions. Additional terms and conditions to this Agreement may be added as written Amendments to this Agreement and formally accepted when signed by both parties. If Client issues a Purchase Order, or other like form, to administer this Agreement, the use of such form shall be for convenience purposes only, and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services by written notice. In such case, Client agrees to pay Consultant for costs incurred and fees earned up to the date of termination, plus reasonable costs of closing the project.
- 3. Change Orders:** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If so requested, Consultant will provide a statement or supplemental proposal of the requested changes and provide an adjustment to the Services and fees for the requested changes. Client shall then provide written acceptance of the changes. If Client does not follow these procedures, but instead, directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly, and Consultant will be paid for this work according to the fees stated or fee schedule. If project conditions change from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its services and fees.
- 4. Compensation & Terms:** Client shall pay compensation for Services at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in this Agreement. If not stated in either, fees will be according to Consultant's current fee schedule. Consultant may invoice Client at its discretion, and payment is due upon receipt. If Client objects to any portion of the invoice, Client shall notify Consultant, in writing, within 15 days of the date of the invoice. Any undisputed portions of the invoice shall be paid promptly upon receipt. Client shall pay finance fee of 1.5% per month, but not exceeding the maximum amount allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant may incur, including attorney fees. Consultant also reserves the right to suspend Services for lack of timely payment by Client. It is the responsibility of the Client to determine if prevailing wages apply, and the responsibility of the Client to notify Consultant of such wages, in writing, before services are rendered. If it is later determined that prevailing wages apply, and Consultant was not made aware of prevailing wages, Client agrees to pay the prevailing wage from that point forward, as well as any necessary retroactive adjustment payments to bring previously paid wages in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless the Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Limitation of Liability:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its related corporations and employees) to Client and third parties granted reliance is limited to the greater of \$50,000, or Consultant's fee, for any and all injuries, damages, claims, losses, or expenses, including attorney and expert fees, that arise out of Consultant's Services or this Agreement. Prior to acceptance of this Agreement, and upon the written request of Client, Consultant may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available professional liability insurance coverage, cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under Consultant's commercial general liability policy.
- 6. Indemnity/Statute of Limitations:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages and expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles; provided however, Client shall indemnify, defend and hold harmless Consultant and its employees, from and against any and all liabilities for any third party claim arising from or alleged to arise from Consultant's performance under this Authorization, except to the extent such claims directly result from Consultant's negligence. Client's duty to defend Consultant for third-party claims shall arise at the time of a filing of a notice of claim or litigation. Consultant shall reimburse Client for reasonable costs of Consultant's defense only if Consultant is adjudicated as negligent by a trier of fact. Except as otherwise expressly provided herein, neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Authorization. Causes of action arising out of Consultant's services or this Authorization regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

7. **Third Party Reliance:** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
8. **Warranty:** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **Except for the standard of care previously stated, Consultant makes no warranties or guarantees, express or implied, relating to Consultant's Services and Consultant disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.**
9. **Insurance:** Consultant represents that it now carries and will continue to carry workers' compensation insurance in accordance with laws of the states having jurisdiction over Consultant's employees who are providing Services; commercial general liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); automobile liability (\$1,000,000 combined single limit; and professional liability (\$1,000,000 per occurrence/aggregate). Client and Consultant shall waive subrogation against the other party on general liability. Client is additional insured with respect to general and auto liability. Certificates of Insurance will be provided to Client upon request.
10. **Consequential Damages:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
11. **Dispute Resolution:** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to applicable State law.
12. **Ownership of Documents:** All documents and work prepared by Consultant including, but not limited to, reports, logs, calculations, and notes, shall remain property of the Consultant. Files and records shall be maintained according to Consultant's general documentation and retention policies.
13. **Site Safety and Access:** Client is responsible for securing any necessary approvals, permits, licenses or consent for site access, and will execute any necessary site access agreements. Consultant is responsible for site safety measures for its own employees but shall not be responsible for the safety or supervision of any other parties, including the Client, Client's contractors, subcontractors, or any other party present at the site.

Consultant: Precision Engineering | RMJE  
By: \_\_\_\_\_  
Date: 5/29/2025  
Name/Title: Estimating Department  
Address: P.O. Box 2  
Tompkinsville, KY 42167  
Email: estimating@precision-engr.com

Client:   
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

[ ] Amendment

PROJECT: Crossville 2024 Spec  
Building

[X] Change Order

Project Number: PO 16741

[ ] Construction Change Directive

Modification Number: 1

Notice to Proceed Date: 9/8/2025

Date This Change Initiated: 3/30/2026

The following changes in the Contract are hereby directed:

Item	Reference	Work	Contract-Sum	Contract-Time
1		Field modifications required during construction and special inspection allowance.	\$61,006.19	NO CHANGE

The original Contract Sum .....	\$ 3,742,850.00
Net Change previously authorized .....	\$ 0.00
The Contract Sum prior to this Modification .....	\$ 3,742,850.00
This modification INCREASES the Contract Sum .....	\$ 61,006.19
The new Contract Sum, including this modification .....	\$ 3,803,856.19
This Modification DOES NOT CHANGE the Contract Time .....	0 cal. days
The new Contract Time, including this Modification.....	365 cal. days
The last day of the Contract Time, including this Modification .....	9/8/2026

**CONTRACTOR**

**DESIGNER**

**OWNER**

Signed

Signed

Signed

Name

Name James G. Golias II

Name

&

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Date

Date 3/30/2026

Date

For Sain Construction Company

For Verdantas, LLC

For City of Crossville