

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: June 3, 2026

SUBJECT: Judicial Complex Addition and Renovation – Detention Project Change Order

PRESENTER: Bryan Rhodes, Capital Projects Director
Chris Todd, Assistant County Manager

ATTACHMENTS: Yes
1. Haskell/Cooper Change Order #14 JCAR: Detention

SUMMARY OF REQUEST:

The Board is requested to approve the attached Change Order #14 from Haskell/Cooper for the JCAR: Detention Project. The total value of this Change Order is \$179,145.08, with that amount to be covered by the Owner's Contingency. As this cost is part of the Owner's Contingency, these change orders will have no impact on the budget for the project, and no additional funds are being requested.

Change Order #14 is inclusive of costs associated with the revised deep foundations in Areas A, B, C, D, and the Sally Port resulting from field conditions due to dramatic changes in the required Helical Pier depth. The Change Order amount requested by Haskell/Cooper is \$179,145.08

BOARD ACTION REQUESTED:

The Board is requested to approve Change Order #14 issued by Haskell/Cooper for the JCAR: Detention Project.

Suggested Motion:

I move the Henderson County Board of Commissioners approve Change Order #14 issued by Haskell/Cooper for the JCAR: Detention Project in the amount of \$179,145.08 with that amount to be covered by the Owner's Contingency.



The Haskell Company
701 San Marco Boulevard Suite 1400
Jacksonville, Florida 32207
Phone: (904) 791-4500

Project: 4400637001 - Henderson County - Detention
388 4Th Avenue E
Hendersonville, North Carolina 28792

DRAFT

Prime Contract Change Order #014: Revised Deep Foundations

Table with contract details including TO: Henderson County Administration, FROM: The Haskell Company, DATE CREATED: 3/09/2026, DUE DATE: 03/20/2026, SCHEDULE IMPACT, REVISION: 0, REVIEW DATE, CONTRACT FOR: 002:GMP Amendment for Detention, and TOTAL AMOUNT: \$179,145.08.

DESCRIPTION: Revised Deep Foundations

PCO #19 Revised deep foundations for areas A, B, C, D, and Sallyport. Also included generator credit for reducing from 700 KW to 600 KW (contingent upon acceptance of Addendum #3 pricing, dated 2/18/2026) and remaining helical anchors allowance.

Area A includes costs for additional drilling depths for helical piers (21 ft to 60+ feet). Areas B, D, and D include the revised deep foundations for these areas resulting from field conditions due to dramatic changes in required helical pier depths. As a cost saving measure, this change included changing all helical piers in this area to grouted rigid inclusions. In addition, for area B only, this includes additional costs for revising aggregate piers to grouted rigid inclusions at no dig zone conflicts per RFI-084-01. This change includes the revised deep foundations for the sallyport area resulting from field conditions due to dramatic changes in required helical pier depths. As a cost saving measure, this change included changing all helical piers in this area to grouted rigid inclusions.

PCO #18 ← Previously in PCCO #13, combining all pier related costs into a single PCCO per Arch request
This change is for the additional excavation and backfill of stone for the helical piers in areas B, C, and D, and Sally Port. Additionally, the continuation of area A per RFI-087.

PCO #30 This change order is to add 12 inches to the width of the footers along the existing buildings on area B and D. The reason these extended footers are needed is for the proposed grouted rigid inclusions. This includes all labor, concrete materials, and markup. ← PCO #30 is already approved but moved to this PCCO per Arch Request

PCO #34 This change required the installation of steel pipe sleeves for Area D prior to the installation of aggregate piers due to the pipe elevation clashing with the pier no dig zone. This change also requests a sum for concrete wash out containers, which are needed due to the additional concrete footings and excluded from base scope.

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

Table with 4 columns: PCO #, Title, Schedule Impact, Amount. Rows include PCO 018, 019, 030, 034, and a Total row.

The original (Contract Sum)	\$64,356,271.01
Net change by previously authorized Change Orders	\$1,694,021.35
The contract sum prior to this Change Order was	\$66,050,292.36
The contract sum would be changed by this Change Order in the amount of	\$179,145.08
The new contract sum including this Change Order will be	\$66,229,437.44
The contract time will not be changed by this Change Order.	

Henderson County Administration

Henderson County Administration 1 Historic
 Courthouse Square Suite 1
 Hendersonville, North Carolina 28792

The Haskell Company

The Haskell Company 701 San Marco
 Boulevard Suite 1400
 Jacksonville, Florida 32207

SIGNATURE
DATE

SIGNATURE
DATE

**MPS:
 PREVIOUS ITERATION REVIEW/COMMENTS APPEAR TO HAVE BEEN ADDRESSED.
 NO ARCHITECTURAL SCOPE INCLUDED FOR REVIEW/COMMENT.**

G.BASSIELY - 05.15.2026



PCCO #014

Change Order Line Items:

PCO # 018 - Helical Pier - Load Transfer Platforms Additional Areas

#	Sub Job	Cost Code	Description	Type	Amount
1	302 Detention - Cost of Work	03000000 - Cast in Place Concrete - LFSC	Helical Load Transfer Area B,C,D	14305 Longform Subcontract	\$29,099.34
				Subtotal:	\$29,099.34
				Tech Fee 0.00% :	\$0.00
				SDI :	\$421.94
				Builders Risk Insurance :	\$130.95
				P&P Bond 1.00% :	\$296.52
				General Liability Insurance 1.25% :	\$374.36
				Fee 3.75% :	\$1,181.42
				Grand Total:	\$31,504.53

PCO # 019 - Revised Deep Foundations

#	Sub Job	Cost Code	Description	Type	Amount
1	302 Detention - Cost of Work	31600000 - Inte Fdtn.Agg Piers - LFSC	Foundation Change Area A	14305 Longform Subcontract	\$128,700.00
2	302 Detention - Cost of Work	31600000 - Inte Fdtn.Agg Piers - LFSC	Foundation Change Area B	14305 Longform Subcontract	\$232,000.00
3	302 Detention - Cost of Work	31600000 - Inte Fdtn.Agg Piers - LFSC	Foundation Change Area SP	14305 Longform Subcontract	\$(36,300.00)
4	302 Detention - Cost of Work	26000000 - Electrical - LFSC	Generator Credit 700KW to 600KW	14305 Longform Subcontract	\$(237,042.00)
5	302 Detention - Cost of Work	99000240 - ALLOW - Helical Anchors	Helical Anchor Allowance	14215 Other Materials	\$(42,680.24)
6	302 Detention - Cost of Work	31600000 - Inte Fdtn.Agg Piers - LFSC	Foundation Change Area C	14305 Longform Subcontract	\$39,000.00
7	302 Detention - Cost of Work	31600000 - Inte Fdtn.Agg Piers - LFSC	Foundation Change Area D	14305 Longform Subcontract	\$31,000.00
				Subtotal:	\$114,677.76
				Tech Fee 0.00% :	\$0.00
				SDI :	\$2,281.69
				Builders Risk Insurance :	\$708.11
				P&P Bond 1.00% :	\$1,176.68
				General Liability Insurance 1.25% :	\$1,485.55
				Fee 3.75% :	\$4,688.17
				Grand Total:	\$125,017.96

PCO # 030 - Extended Concrete Footings Due to Grouted Rigid Inclusions (Areas B & D)

#	Sub Job	Cost Code	Description	Type	Amount
1	302 Detention - Cost of Work	03000000 - Cast in Place Concrete - LFSC	Extended Footings	14305 Longform Subcontract	\$5,038.17
Subtotal:					\$5,038.17
Tech Fee 0.00% :					\$0.00
SDI :					\$73.05
Builders Risk Insurance :					\$22.67
P&P Bond 1.00% :					\$51.34
General Liability Insurance 1.25% :					\$64.82
Fee 3.75% :					\$204.55
Grand Total:					\$5,454.60

PCO # 034 - CE #084 - Area D Sleeves

#	Sub Job	Cost Code	Description	Type	Amount
1	302 Detention - Cost of Work	22000000 - Plumbing - LFSC	Area D Sleeve	14305 Longform Subcontract	\$5,999.61
2	301 Henderson - GC	01622050 - Concrete Washout Containers	Washout Pans	14205 Purchase Orders	\$10,000.00
Subtotal:					\$15,999.61
Tech Fee 0.00% :					\$0.00
SDI :					\$86.99
Builders Risk Insurance :					\$72.00
P&P Bond 1.00% :					\$161.59
General Liability Insurance 1.25% :					\$204.00
Fee 3.75% :					\$643.80
Grand Total:					\$17,167.99



The Haskell Company
701 San Marco Boulevard Suite 1400
Jacksonville, Florida 32207
Phone: (904) 791-4500

Project: 4400637001 - Henderson County - Detention
388 4Th Avenue E
Hendersonville, North Carolina 28792

Prime Contract Potential Change Order #018

TO:	Henderson County Administration Henderson County Administration 1 Historic Courthouse Square Suite 1 Hendersonville North Carolina, 28792	FROM:	The Haskell Company The Haskell Company 701 San Marco Boulevard Suite 1400 Jacksonville Florida, 32207
PCO NUMBER/REVISION:	018 / 0	CONTRACT:	002 - GMP Amendment for Detention
REQUEST RECEIVED FROM:	Shaun Bowman (The Haskell Company)	CREATED BY:	Jennifer Burns (The Haskell Company)
STATUS:	Pending - In Review	CREATED DATE:	3/9/2026
REFERENCE:	CE #041.2	DUE DATE:	03/20/2026
FIELD CHANGE:	Yes	PRIME CONTRACT CHANGE ORDER:	#014 - Revised Deep Foundations
LOCATION:	HENDERSON COUNTY JUDICIAL CENTER HENDERSON COUNTY DETENTION CENTER	SCHEDULE IMPACT:	0 days
		TOTAL AMOUNT:	\$31,504.53

POTENTIAL CHANGE ORDER TITLE: Helical Pier - Load Transfer Platforms Additional Areas

CHANGE REASON: Field Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #041.2 - Helical Pier - Load Transfer Platforms Additional Areas

This change event is for the additional excavation and backfill of stone for the helical piers in areas B, C, and D, and Sally Port. Additionally, the continuation of area A per RFI-087.

ATTACHMENTS:

[Henderson County Detention center- Axiom Shop drawings- FB Markup.pdf](#) , [_PCO#003- HCDC Helical Pier Transfer Load Stone- Includes Area B,C and D.pdf](#)

COST BREAKDOWN:

#	Sub Job	Cost Code	Description	Type	Amount
1	302 Detention - Cost of Work	03000000 - Cast in Place Concrete - LFSC	Helical Load Transfer Area B,C,D	14305 Longform Subcontract	\$29,099.34
				Subtotal:	\$29,099.34
				Tech Fee 0.00% :	\$0.00
				SDI :	\$421.94
				Builders Risk Insurance :	\$130.95
				P&P Bond 1.00% :	\$296.52
				General Liability Insurance 1.25% :	\$374.36
				Fee 3.75% :	\$1,181.42
				Grand Total:	\$31,504.53



PCO #018

Henderson County Administration

Henderson County Administration 1 Historic Courthouse Square Suite
1

Hendersonville North Carolina 28792

SIGNATURE

DATE



PCO #003

Project: 26-042JT - Henderson County Detention Center
 388 4th Avenue E
 Hendersonville, North Carolina 28792

Prime Contract Potential Change Order #003: Helical Pier Stone for Load transfer

TO:	Haskell Company 111 Riverside Ave. Jacksonville, Florida 32202	FROM:	Fessler Bowman, Inc. 9335 Enterprise Way Holly, Michigan 48442
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	4400637302-002 - Henderson County Detention Center Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jose Torres (Fessler Bowman, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	3/2/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$29,099.34

POTENTIAL CHANGE ORDER TITLE: Helical Pier Stone for Load transfer

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #003 - Helical Pier Stone for Load transfer

Per Haskell's request to provide pricing for additional excavation and backfill of stone the Helical Pier and grouted piles for the load transfer on Area A, B, C and D.

See below for Scope of work summary.:

Scope of Work:

Labor, Material and Equipment for :

- Area A:
 - Excavate Additional 1'-6" to 2'-0" to a total of 5ft from subgrade along the areas where Helical Pier will be installed. Based on RFI Existing foundations were encountered a different elevations.
 - Backfill and additional 18" to 24" of 57 stone along the areas where Helical Pier will be installed. This is in addition to previous request.
- Area B
 - Excavate Additional 6" at the bottom of footings where Helical Pier and aggregate rigid inclusions will be changing for grouted rigid inclusions.
 - Backfill and additional 6" of 57 stone on the areas where Grouted rigid inclusions will be installed.
- Area C
 - Excavate Additional 6" at the bottom of footings where Helical Pier will be changing for grouted rigid inclusions.
 - Backfill and additional 6" of 57 stone on the areas where Grouted rigid inclusions will be installed.
- Area D and D-Sally Port
 - Excavate Additional 6" at the bottom of footings where Helical Pier and aggregate rigid inclusions will be changing for grouted rigid inclusions.
 - Backfill and additional 6" of 57 stone on the areas where Grouted rigid inclusions will be installed.

Exclusions:

- Helical Pier to be installed by others.



FESSLER BOWMAN

- Permits
- Disposal of contaminated soils or any unsuitable soils.
- Export materials offsite
- Same Exclusion as per Subcontract.

ATTACHMENTS:

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Pre-Markup Subtotal	Safety (5.00% Includes Cost Type (2))	Small Tools (5.00% Includes Cost Type (2))	General Supervision (7.00% Includes Cost Type (2))	Subtotal
1	50-312316.075 - AREA A-EXCAVATE CONT. FDNS	Area A- Excavate Additional to -5 ft from Subgrade- Operator Journeyman	Labor	6.0	hours	\$78.00	\$468.00	\$23.40	\$24.57	\$36.12	\$552.09
2	50-312316.025 - PREPARE GRADE FOR SOG (INCL. THICKEN SLABS)	Area A- Excavate Additional to -5 ft from Subgrade- Foreman	Labor	6.0	hours	\$92.50	\$555.00	\$27.75	\$29.14	\$42.83	\$654.72
3	50-310516.250 - STONE at Helical Pier (12")	Area A- Backfill additional (1.5ft -2 ft) with Stone- Foreman	Labor	10.0	hours	\$78.00	\$780.00	\$39.00	\$40.95	\$60.20	\$920.15
4	50-310516.250 - STONE at Helical Pier (12")	Area A- Backfill additional (1.5ft -2 ft) with Stone- Operator Journeyman	Labor	5.0	hours	\$92.50	\$462.50	\$23.13	\$24.28	\$35.69	\$545.60
5	50-312316.100 - AREA B-EXCAVATE CONT. FDNS	Area B- Excavate Additional 12 inches- Operator Journeyman	Labor	40.0	hours	\$78.00	\$3,120.00	\$156.00	\$163.80	\$240.79	\$3,680.59
6	50-312316.100 - AREA B-EXCAVATE CONT. FDNS	Area B- Excavate Additional 12 inches- Foreman	Labor	20.0	hours	\$92.50	\$1,850.00	\$92.50	\$97.13	\$142.77	\$2,182.40
7	50-310516.250 - STONE at Helical Pier (12")	Area B- Backfill with Stone Additional 12 inches- Operator Journeyman	Labor	44.0	hours	\$78.00	\$3,432.00	\$171.60	\$180.18	\$264.86	\$4,048.64



FESSLER BOWMAN

PCO #003

8	50-310516.250 - STONE at Helical Pier (12")	Area B- Backfill with Stone Additional 12 inches- Foreman	Labor	22.0	hours	\$92.50	\$2,035.00	\$101.75	\$106.84	\$157.05	\$2,400.64
9	50-312316.125 - AREA C- EXCAVATE CONT. FDNS	Area C- Excavate Additional 12 inches- Operator Journeyman	Labor	4.0	hours	\$78.00	\$312.00	\$15.60	\$16.38	\$24.08	\$368.06
10	50-312316.125 - AREA C- EXCAVATE CONT. FDNS	Area C - Excavate Additional 12 inches- Foreman	Labor	2.0	hours	\$92.50	\$185.00	\$9.25	\$9.71	\$14.28	\$218.24
11	50-310516.250 - STONE at Helical Pier (12")	Area C- Backfill with Stone Additional 12 inches- Operator Journeyman	Labor	2.0	hours	\$78.00	\$156.00	\$7.80	\$8.19	\$12.04	\$184.03
12	50-310516.250 - STONE at Helical Pier (12")	Area C- Backfill with Stone Additional 12 inches- Foreman	Labor	1.0	hours	\$92.50	\$92.50	\$4.63	\$4.86	\$7.14	\$109.13
13	50-312316.150 - AREA D- EXCAVATE CONT. FDNS	Area D Sally- Excavate Additional 12 inches- Operator Journeyman	Labor	4.0	hours	\$78.00	\$312.00	\$15.60	\$16.38	\$24.08	\$368.06
14	50-312316.150 - AREA D- EXCAVATE CONT. FDNS	Area D Sally- Excavate Additional 12 inches- Foreman	Labor	2.0	hours	\$92.50	\$185.00	\$9.25	\$9.71	\$14.28	\$218.24
15	50-310516.250 - STONE at Helical Pier (12")	Area D Sally- Backfill with Stone Additional 12 inches- Operator Journeyman	Labor	4.0	hours	\$78.00	\$312.00	\$15.60	\$16.38	\$24.08	\$368.06
16	50-310516.250 - STONE at Helical Pier (12")	Area D Sally- Backfill with Stone Additional 12 inches- Foreman	Labor	2.0	hours	\$92.50	\$185.00	\$9.25	\$9.71	\$14.28	\$218.24
17	50-312316.150 -	Area D - Excavate Additional 12	Labor	4.0	hours	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



FESSLER BOWMAN

	AREA D-EXCAVATE CONT. FDNS	inches- Operator Journeyman										
18	50-312316. 150 - AREA D-EXCAVATE CONT. FDNS	Area D-Excavate Additional 12 inches- Foreman	Labor	2.0	hours	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	50-310516. 250 - STONE at Helical Pier (12")	Area D - Backfill with Stone Additional 12 inches- Operator Journeyman	Labor	3.0	hours	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	50-310516. 250 - STONE at Helical Pier (12")	Area D - Backfill with Stone Additional 12 inches- Foreman	Labor	1.5	hours	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	50-310516. 350 - 57 STONE	57 Stone	Materials	194.0	ton	\$34.10	\$6,615.40	\$0.00	\$0.00	\$0.00	\$0.00	\$6,615.40
Subtotal:						\$21,057.40	\$722.11	\$758.21	\$1,114.57	\$23,652.29		
Tax: 6.75% Includes Cost Type (3)										\$ 446.54		
OH&P- SUBS: 5.00% Applies to All Line Items										\$ 1,204.94		
OH&P Self-perform (Under \$100K): 15.00% Applies to All Line Items										\$ 3,795.57		
Grand Total:										\$29,099.34		

Haskell Company
 111 Riverside Ave.
 Jacksonville, Florida 32202

Fessler Bowman, Inc.
 9335 Enterprise Way
 Holly, Michigan 48442

 SIGNATURE

 DATE

 SIGNATURE

 DATE

 SIGNATURE

 DATE



The Haskell Company
701 San Marco Boulevard Suite 1400
Jacksonville, Florida 32207
Phone: (904) 791-4500

Project: 4400637001 - Henderson County - Detention
388 4Th Avenue E
Hendersonville, North Carolina 28792

Prime Contract Potential Change Order #019

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, DUE DATE, FIELD CHANGE, PRIME CONTRACT CHANGE ORDER, LOCATION, SCHEDULE IMPACT, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Revised Deep Foundations

CHANGE REASON: Field Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #041.4 - Revised Deep Foundations

Revised deep foundations for areas A, B, C, D, and Sallyport. Also included generator credit for reducing from 700 KW to 600 KW (contingent upon acceptance of Addendum #3 pricing, dated 2/18/2026) and remaining helical anchors allowance.

Area A includes costs for additional drilling depths for helical piers (21 ft to 60+ feet).

Areas B, D, and D include the revised deep foundations for these areas resulting from field conditions due to dramatic changes in required helical pier depths. As a cost saving measure, this change included changing all helical piers in this area to grouted rigid inclusions. In addition, for area B only, this includes additional costs for revising aggregate piers to grouted rigid inclusions at no dig zone conflicts per RFI-084-01.

This change includes the revised deep foundations for the sallyport area resulting from field conditions due to dramatic changes in required helical pier depths. As a cost saving measure, this change included changing all helical piers in this area to grouted rigid inclusions.

ATTACHMENTS:

HCDC - Axiom - CO Breakdown Per Area.pdf , CR #6 Change from 700KW to 600KW.pdf

COST BREAKDOWN:

Table with 5 columns: #, Sub Job, Cost Code, Description, Type, Amount. Contains 4 rows of cost breakdown data.

#	Sub Job	Cost Code	Description	Type	Amount
5	302 Detention - Cost of Work	99000240 - ALLOW - Helical Anchors	Helical Anchor Allowance	14215 Other Materials	\$(42,680.24)
6	302 Detention - Cost of Work	31600000 - Inte Fdtn.Agg Piers - LFSC	Foundation Change Area C	14305 Longform Subcontract	\$39,000.00
7	302 Detention - Cost of Work	31600000 - Inte Fdtn.Agg Piers - LFSC	Foundation Change Area D	14305 Longform Subcontract	\$31,000.00
Subtotal:					\$114,677.76
Tech Fee 0.00% :					\$0.00
SDI :					\$2,281.69
Builders Risk Insurance :					\$708.11
P&P Bond 1.00% :					\$1,176.68
General Liability Insurance 1.25% :					\$1,485.55
Fee 3.75% :					\$4,688.17
Grand Total:					\$125,017.96

Henderson County Administration

Henderson County Administration 1 Historic Courthouse Square Suite 1
Hendersonville North Carolina 28792

SIGNATURE

DATE

Area A	UNIT	QUANTITY	UNIT RATE	TOTAL
Helical Piers - Added Depth	LFT	1716	\$ 75.00	\$ 128,700.00
LTP Excavation	LS		BY OTHERS	
LTP Stone	LS		BY OTHERS	
Redesign Fee	LS		INCLUDED ABOVE	
				\$ 128,700.00

Area B	UNIT	QUANTITY	UNIT RATE	TOTAL
Helical Piers - Base Bid	EA	33	\$ (1,500.00)	\$ (49,500.00)
RI - Replace Helicals	LFT	1320	\$ 45.00	\$ 59,400.00
RI - Utility Conflicts	LFT	4720	\$ 45.00	\$ 212,400.00
Stone Column Credit	LFT	850	\$ (18.00)	\$ (15,300.00)
LTP Excavation	LS		BY OTHERS	
LTP Stone	LS		BY OTHERS	
Helical Mobilization	LS	1	\$ (20,000.00)	\$ (20,000.00)
RI Mobilization	LS	1	\$ 45,000.00	\$ 45,000.00
Load Test	LS		INCLUDED ABOVE	
Redesign Fee	LS		INCLUDED ABOVE	
				\$ 232,000.00

Area C	UNIT	QUANTITY	UNIT RATE	TOTAL
Helical Piers - Base Bid	EA	16	\$ (1,500.00)	\$ (24,000.00)
RI - Replace Helicals	LFT	400	\$ 45.00	\$ 18,000.00
LTP Excavation	LS		BY OTHERS	
LTP Stone	LS		BY OTHERS	
RI Mobilization	LS	1	\$ 45,000.00	\$ 45,000.00
Redesign Fee	LS		INCLUDED ABOVE	
				\$ 39,000.00

Area D	UNIT	QUANTITY	UNIT RATE	TOTAL
Helical Piers - Base Bid	EA	35	\$ (1,500.00)	\$ (52,500.00)
RI - Replace Helicals	LFT	1800	\$ 45.00	\$ 81,000.00
LTP Excavation	LS		BY OTHERS	
LTP Stone	LS		BY OTHERS	
RI Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00
Redesign Fee	LS		INCLUDED ABOVE	
				\$ 31,000.00

Salley Port	UNIT	QUANTITY	UNIT RATE	TOTAL
Helical Piers - Base Bid	EA	35	\$ (1,500.00)	\$ (52,500.00)
RI - Replace Helicals	LFT	360	\$ 45.00	\$ 16,200.00
LTP Excavation	LS		BY OTHERS	
LTP Stone	LS		BY OTHERS	
RI Mobilization	LS		INCLUDED ABOVE	
Redesign Fee	LS		INCLUDED ABOVE	
				\$ (36,300.00)

MMSA: MISSING \$20,000 CREDIT FOR HELICAL PIER MOBILIZATION. REF. AREA B COSTS ABOVE. CREDIT FOR HELICAL MOBILIZATION WAS GIVEN.

TOTAL \$ 394,400.00

Architect comment on previous revision asks for an additional mob credit. The credit is already included. There were two mobs for aggregate piers and 2 for helical. One mob for A, C, and SP, and 1 mob for B and D. We used the mob for area A. The credit for the second mob is shown under area B. There is no 3rd mob credit for SP.



PO Box 16589
Asheville NC 28816
(828) 254-6141 FAX (828)254-1254
mbhaynes.com

CR #1

FOR:
Henderson County
Henderson County Detention Center

Phone 828-702-8168
FAX Jennifer.Burns@haskell.com

PROPOSED CHANGE REQUEST	
DATE SUBMITTED	03/03/26
HAYNES CR #	6
HAYNES JOB #	01C0005374

Jennifer Burns
Haskell

CHANGE REQUEST 6

We propose to make the following changes to the referenced electrical contract for the price quoted below:
Change from 700KW to 600KW Generator. Includes change to factory skintight enclosure.
Addendum #3 pricing would need to be accepted to include this credit.

Proposal Requested by:	Owner
------------------------	-------

Amount of Change to Contract Price

DEDUCT (237,042 .00)

This proposal submitted by: Alex Penley
Alex Penley , Project Manager

Please contact me if you have any questions or require additional information.

Note: This proposal is valid until - 03/17/26

Reply Information

REJECTED

Phone # _____

Fax # _____

ACCEPTED, Proceed with work, formal Change Request is forthcoming

ACCEPTED CR # 1

I herewith authorize this extra work at the price proposed above. _____
SEAL

Date _____

Printed Name _____



CHANGE REQUEST
DETAILED SUMMARY

Owner/GC Information		HAYNES Information	
Owner	Henderson County	Job #	01C0005374
GC	Haskell	CR #1	6
Project Name	Henderson County Detention Center	Proposal Number 1	1
		Generated by	Owner
Description of Change Request			
Change from 700KW to 600KW Generator. Includes change to factory skintight enclosure. Addendum #3 pricing would need to be accepted to include this credit.			
MATERIALS (detailed takeoff available)			
MATERIAL		\$	-
QUOTED MATERIAL (Quotes Available)		\$	(192,639.00)
SALES TAX		\$	(13,484.73)
MATERIALS & TAX SUBTOTAL			\$ (206,123.73)
	OH&P Mark Up	15.0%	\$ (30,918.56)
LABOR (detailed takeoff available)			
			Wage Rate
-	Laborer hours	\$ 60.00	\$ -
-	Tradesman hours	\$ 90.00	\$ -
-	Super/foremen hours	\$ 132.00	\$ -
	LABOR BURDEN		\$ -
LABOR SUBTOTAL			\$ -
	OH&P Mark Up	15.0%	\$ -
TOOLS & EQUIPMENT			
Tools/Pickups/Benders/Expendables		\$	-
Owned Man Lifts		\$	-
Owned Trenching Equip.		\$	-
Other Owned Equip.		\$	-
T & E SUBTOTAL			\$ -
	OH&P Mark Up	15.0%	\$ -
RENTAL EQUIPMENT			
Man Lifts		\$	-
Trenching		\$	-
Other Rental Equip.		\$	-
RENTAL SUBTOTAL			\$ -
	OH&P Mark Up	15.0%	\$ -
PERMITS, INSPECTIONS, FEES			
	OH&P Mark Up	15.0%	\$ -
SUBCONTRACTOR COSTS (Quotes Available)			
	OH&P Mark Up	15.0%	\$ -
BOND COSTS			
			\$ -
TOTAL CHANGE REQUEST AMOUNT			\$(237,042.29)
EXTENSION OF 0 CONTRACT DAYS REQUESTED			



Nixon Power Services
3101 Yorkmont Road
Suite 100
Charlotte, NC 28208
P: 704-588-1043
F: 704-588-8373

Job Name: Henderson County Judicial Center 600kW
Offer: 37091

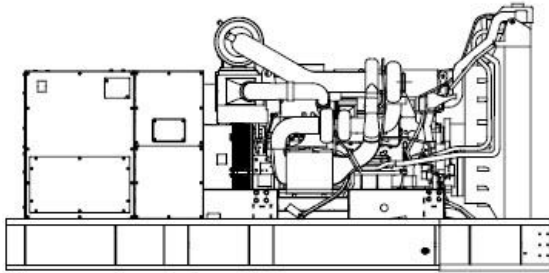
Quote Number:0027301233
Quote Submitted: 02-26-2026
Valid Through: 03-28-2026
Version 1.00

Page: 1

To: Henderson County Judicial
600kW

From: **Colin Turnbull**
Power Systems Sales Specialist
1612 Highway 75
Blountville, TN 37617
Phone: ext. 2905 | Direct: (615)
393-6725 | Mobile: 615-663-8628
cturnbull@nixonpower.com
Visit us online @
www.nixonpower.com

Generator



Rehlko Model: 600REOZVB

This diesel generator set equipped with a 5M4030 alternator operating at 277/480 volts is rated for 600kW/750 kVA. Output amperage: 903

Standard Features:

- Discovery Energy, LLC and its affiliates dba Rehlko provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two-, five-, and ten-year extended warranties are also available.
- Tier 2 EPA-certified for Stationary Emergency Applications
- Alternator Protection
- Battery Rack and Cables
- Customer Connection (standard with Decision-Maker 6000 controller only)
- Local Emergency Stop Switch
- Oil Drain Extension

Alternator Features:

- The pilot-excited, permanent-magnet (PM) alternator provides superior short-circuit capability.
- The brushless, rotating-field alternator has broad range reconnectability.

Other Features:

- Rehlko designed controllers for guaranteed system integration and remote communication.
- The low coolant level shutdown prevents overheating (standard on radiator models only). Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
- An electronic, isochronous governor delivers precise frequency regulation.
- Multiple circuit breaker configurations.





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 Version 1.00
 Page: 2

- Operation and Installation Literature

Qty	Description
1	<p>600REOZVB Generator Set</p> <p>Includes the following:</p> <p>Literature Languages Approvals and Listings Engine Nameplate Rating Voltage Alternator Cooling System Skid and Mounting Air Intake Controller Enclosure Type Enclosure Material Enclosure Electrical Package Enclosure Electrical Acc. Enclosure Heater Enclosure DC Lighting Enclosure Emergency Stop Enclosure Silencer Enclosure Air Outlet Fuel Tank Type Fuel Runtime (Approx.) Subbase Fuel Tank Capacity Fill Pipe/Spill Fill Options Fuel Tank Vent Starting Aids, Installed Electrical Accy.,Installed Rating, LCB 1 Right Amps, LCB 1 Right Trip Type, LCB 1 Right LCB 1 Right Interrupt Rating Aux Trip, LCB 1 Right Frame, LCB 1 Right</p> <p>English UL2200 Listing, IBC Seismic Certification 600REOZVB, TWD1644 Standby 130C Rise 60Hz, 277/480V, Wye, 3Ph, 4W 5M4030 Unit Mounted Radiator, 50C Skid Heavy Duty APM603 Sound Steel Basic Electrical Pkg, 1 Ph Wire Block Heater, Wire Battery Charger, Exhaust Ventilation Fan Enclosure Heater, 240VAC DC Lights, LED Emergency Stop Switch, Qty 1 Internal Silencer Aluminum Gravity Outlet State 48 Hours 2023 Gallons 5 Gal Spill Fill Containment Emergency Vent, 6", IBC 4000W,210-240V,1Ph,w/Valves Battery, 2/12V, Wet, Battery Charger, 10A, Run Relay, Failure Relay w/Harness,1Fault, Generator Heater, 15 Relay I/O Board 100% Rated 800 Electronic, LSIG (GFI) 35kA at 480V Shunt Trip PG</p>





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Version 1.00

Page: 3

	Position, LCB 1 Right	1
	Rating, LCB 2 Right	100% Rated
	Amps, LCB 2 Right	400
	Trip Type, LCB 2 Right	Electronic, LSI
	LCB 2 Right Interrupt Rating	35kA at 480V
	Aux Trip, LCB 2 Right	Shunt Trip
	Frame, LCB 2 Right	LG
	Position, LCB 2 Right	2
	LCB Accy. Installed	Breaker Separation Between LCB, Shunt Trip Wiring
	Fuel Lines, Installed	Flexible Fuel Lines
	Exceeds LTL Shipping Height	Add'l Shipping Charge Accepted
	Miscellaneous Accy,Installed	Air Cleaner Restriction Ind., Coolant in Genset, Oil in Genset
	Warranty	5 Year Comprehensive
	Testing, Additional	Power Factor Test,0.8,3Ph Only
	Weight/Dimensions Disclaimer *	Estimates-Not for Construction
2	Stairs&Catwalk, Freestanding, 2 doors	
1	NEC Remote, E-Stop	
1	Lit. Kit, General Maintenance, 600REOZVB	
1	RSA III, Annunciator only	

Automatic Transfer Switch

1	800A 480V SE Rated Bypass Nema 1
2	400A 480V SE Rated Bypass Nema 1
1	150A 480V SE Rated Nema 1

Manual Transfer Switch

1	225 Amp 480V MTS with Quick Connects
---	--------------------------------------





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Version 1.00

Page: 4

Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED: Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others. Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Generator Lead Time: Approx. 25 – 27 weeks as of 2-6-26.

Current ATS Lead Time: Approx. 35 – 37 weeks as of 2-26-26.

Lead times are based on firm order levels and current line capacities. Lead times are subject to change during “High Volume” period. New lead-time will be updated after receipt of approved submittals or time of order.

Nixon carries a steady supply of inventory units that may be beneficial if time considerations are of the utmost importance. If standard factory lead times are an issue to the completion of your project, please reach back out to inquire if an inventory unit will be available.

Distributor Startup

A FACTORY TRAINED TECHNICIAN shall perform startup inspection and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm.

Owner’s Training: Shall be performed at time of start-up. If an additional/separate trip is required, an additional charge based on time and mileage shall apply.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

Notes

Quote is based on:

Quote is based on email request for a 600kW option.

Gen Spec 26 32 13.13

Enclosure exception: not a walk in enclosure

ATS Spec 26 36 00

Spec 2.1.L - Not providing an oversized neutral.

Spec 2.2.C.6 & 7 - Compression lugs are not available on services entrance rated switches.

Spec 2.2.J,12.a - Selection to exercise with or without load is done from the control panel not a selector switch.

Spec 2.2.H.3 - Quoting with an in-phase monitor instead of delay transition.

Riser Doc E7002 addendum 03 dated 10-1-2025.

Taking Exception to any proprietary specifications of other Manufacturers.



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Version 1.00

Page: 5

OFFER TOTAL SELL PRICE: \$436,193.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: 37091, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Accepted by:

Company: Nixon Power Services
Print Name: Lucas Sanford
Title: Inside Sales Engineer
Signature: *Lucas Sanford* _____
Date: 2-26-26 _____

Company: _____
Print Name: _____
Title: _____
Signature: _____
Date: _____
PO Number: _____





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Valid Through: 03-28-2026
Version 1.00

Page: 6

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

4.Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, or any tariff, duty, export or custom charges or surcharges (collectively, "Tax") incurred by Nixon or any manufacturer or supplier of Goods or Services or components included therein. The amount of any such tax is Buyer's responsibility and will be added to Buyer's invoice, regardless as to the manner in which

Page 6





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Version 1.00

Page: 7

such Tax is collected or charged to Nixon, unless Buyer timely furnishes Nixon with a valid and applicable tax exemption certificate acceptable to the appropriate taxing authorities. Unless Buyer furnishes the required documentation to cause a Tax to be exempt from being paid, any unpaid Tax will be billed to Buyer. If at any time the appropriate taxing authority determines, for whatever reason, that an exemption certificate provided by Buyer is not valid to exempt payment of the Tax, and Nixon determines that such exemption cannot be obtained, the Tax will be billed to and paid by Buyer.

5.Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6.Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7.Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's

Page 7





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Valid Through: 03-28-2026
Version 1.00

Page: 8

warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9.Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11.Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12.Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13.Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14.Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.

Page 8



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Valid Through: 03-28-2026
Version 1.00

Page: 9

15.Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16.Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17.Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18.Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19.General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20.Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.

Page 9



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Valid Through: 03-28-2026
Version 1.00

Page: 10

- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.
- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.



The Haskell Company
701 San Marco Boulevard Suite 1400
Jacksonville, Florida 32207
Phone: (904) 791-4500

Project: 4400637001 - Henderson County - Detention
388 4Th Avenue E
Hendersonville, North Carolina 28792

Prime Contract Potential Change Order #030

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, DUE DATE, FIELD CHANGE, PRIME CONTRACT CHANGE ORDER, LOCATION, SCHEDULE IMPACT, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Extended Concrete Footings Due to Grouted Rigid Inclusions (Areas B & D)

CHANGE REASON: Client Change

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #041.7 - Extended Concrete Footings Due to Grouted Rigid Inclusions (Areas B & D)

This change order is to add 12 inches to the width of the footers along the existing buildings on area B and D. The reason these extended footers are needed is for the proposed grouted rigid inclusions.

This includes all labor, concrete materials, and markup.

ATTACHMENTS:

COR 3 - FTG Width Increase- Area B and D [Henderson County Detention Center] [Fessler Bowman].pdf

COST BREAKDOWN:

Table with 5 columns: #, Sub Job, Cost Code, Description, Type, Amount. Includes line items for concrete work and various fees like Tech Fee, SDI, Builders Risk Insurance, P&P Bond, General Liability Insurance, and Fee.

previously approved
and reviewed



Henderson County Administration

Henderson County Administration 1 Historic Courthouse Square Suite
1

Hendersonville North Carolina 28792

Bryan W. Rhodes

4/30/26

SIGNATURE

DATE



Project: 26-042JT - Henderson County Detention Center
 388 4th Avenue E
 Hendersonville, North Carolina 28792

Prime Contract Potential Change Order #007: FTG. Width increase- Area B and D

TO:	Haskell Company 111 Riverside Ave. Jacksonville, Florida 32202	FROM:	Fessler Bowman, Inc. 9335 Enterprise Way Holly, Michigan 48442
PCO NUMBER/REVISION:	007 / 0	CONTRACT:	4400637302-002 - Henderson County Detention Center Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jose Torres (Fessler Bowman, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	4/22/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$5,038.17

POTENTIAL CHANGE ORDER TITLE: FTG. Width increase- Area B and D

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #014 - FTG. Width increase- Area B and D

Per client request, Footing width increase of 1ft along existing Building on Areas B and D because of the proposed rigid inclusions.

ATTACHMENTS:

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Pre-Markup Subtotal	Safety (5.00% Includes Cost Type (2))	Small Tools (5.00% Includes Cost Type (2))	General Supervision (7.00% Includes Cost Type (2))	Subtotal
						\$	\$	\$4,104.00			
						\$	\$	\$4,104.00			
1	30-30500.1 50 - CONCR ETE MATERI AL: FOUND ATIONS	4000 psi Concrete	Materials	24.0	cy	\$171.00	\$4,104.00	\$0.00	\$0.00	\$0.00	\$4,104.00
Subtotal:							\$4,104.00	\$0.00	\$0.00	\$0.00	\$4,104.00
Tax: 6.75% Includes Cost Type (3)										\$277.02	
OH&P- SUBS: 5.00% Includes Cost Type (1)										\$0.00	
OH&P- Self-perform 9Under \$100K): 15.00% Applies to All Line Items										\$657.15	
Grand Total:										\$5,038.17	



PCO #007

Haskell Company
111 Riverside Ave.
Jacksonville, Florida 32202

Fessler Bowman, Inc.
9335 Enterprise Way
Holly, Michigan 48442

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



The Haskell Company
701 San Marco Boulevard Suite 1400
Jacksonville, Florida 32207
Phone: (904) 791-4500

Project: 4400637001 - Henderson County - Detention
388 4Th Avenue E
Hendersonville, North Carolina 28792

Prime Contract Potential Change Order #034

Table with contract details including TO: Henderson County Administration, FROM: The Haskell Company, PCO NUMBER/REVISION: 034 / 0, CONTRACT: 002 - GMP Amendment for Detention, REQUEST RECEIVED FROM: Edmond Sargent (WN Kirkland Inc ACH), CREATED BY: Jennifer Burns (The Haskell Company), STATUS: Pending - In Review, CREATED DATE: 5/7/2026, REFERENCE: CE #084, DUE DATE: 05/15/2026, FIELD CHANGE: Yes, PRIME CONTRACT CHANGE ORDER: #014 - Revised Deep Foundations, LOCATION: HENDERSON COUNTY JUDICIAL CENTER HENDERSON COUNTY DETENTION CENTER, SCHEDULE IMPACT: 0 days, TOTAL AMOUNT: \$17,167.99

POTENTIAL CHANGE ORDER TITLE: CE #084 - Area D Sleeves

CHANGE REASON: Client Change

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #084 - Area D Sleeves

This change required the installation of steel pipe sleeves for Area D prior to the installation of aggregate piers due to the pipe elevation clashing with the pier no dig zone.

This change also requests a sum for concrete wash out containers, which are needed due to the additional concrete footings and excluded from base scope.

ATTACHMENTS:

COR 6 - 10 sleeves Area D [Henderson County Detention Center] [W N Kirkland].pdf

COST BREAKDOWN:

Table with 5 columns: #, Sub Job, Cost Code, Description, Type, Amount. Rows include: 1 302 Detention - Cost of Work 22000000 - Plumbing - LFSC Area D Sleeve 14305 Longform Subcontract \$5,999.61; 2 301 Henderson - GC 01622050 - Concrete Washout Containers Washout Pans 14205 Purchase Orders \$10,000.00; Subtotal: \$15,999.61; Tech Fee 0.00% : \$0.00; SDI : \$86.99; Builders Risk Insurance : \$72.00; P&P Bond 1.00% : \$161.59; General Liability Insurance 1.25% : \$204.00; Fee 3.75% : \$643.80; Grand Total: \$17,167.99

Henderson County Administration

Henderson County Administration 1 Historic Courthouse Square Suite
1

Hendersonville North Carolina 28792

SIGNATURE

DATE



WN KIRKLAND CHANGE ORDER PROPOSAL FORM



PROJECT: Henderson County Detention Center
 CONTRACTOR: Haskell/Cooper

PROPOSAL #: _____
 PROJECT #: WNK25-0055

DATE: April 29, 2026

Description of change:

Installation of three 10' long steel pipe sleeves for Area D underground. 10' sleeves need to be installed prior to agg. pier installation due to the pipe elevation clashing with the pier no dig zone.

Materials:

				Subtotals
1 Total Cost of Materials:		\$	1,660.47	
2 Sales Tax:		\$	116.23	
3 Subtotal:		\$	1,776.70	
4 Overhead & Profit:		\$	266.51	
4a. Shipping & Transportation:		\$	-	
		\$		2,043.21

Labor:

5 Supervision Man-Hours:		\$	54.00	per hour	\$	-	
5a. Total Man-Hours:	<u>60</u>	\$	<u>42.00</u>	per hour	\$	2,520.00	
6 Payroll Taxes & Insurance:			<u>42%</u>		\$	1,058.40	
7 Overhead & Profit on Item 5 & 5a:					\$	378.00	
					\$		3,956.40

Equipment Rental:

8 Equipment Rental:		\$	-				
9 Overhead & Profit on Item 8:		\$	-				
		\$			\$		-

Subcontractors:

10 Subcontractors:		\$	-				
11 Overhead & Profit on Item 10:		\$	-				
		\$			\$		-

Subtotal of Proposal: \$ 5,999.61

Miscellaneous:

12 Bond and Insurance:		\$	-				
		\$			\$		-

TOTAL OF CHANGE ORDER PROPOSAL: \$ 5,999.61

Contractor's Signature: _____

Date: _____



CHANGE ORDER WORKSHEET



PROJECT: Henderson County Detention Center
 CONTRACTOR: Haskell/Cooper

PROPOSAL #: _____
 PROJECT #: WNK25-0055
 DATE: April 29, 2026

Project Allowed Percentages:

Overhead & Profit on Materials	15.0%
Overhead & Profit on Labor	15.0%
Payroll Taxes and Insurance	42.0%
Overhead & Profit on Equipment Rentals	15.0%
Overhead & Profit on Subcontractors	15.0%
Bond & Insurance	
Tax Rate	7.0%

MATERIALS:

Eastern	\$	1,660.47	
TOTAL MATERIALS:	\$		1,660.47

SHIPPING & TRANSPORTATION:

	# DAYS	RATE	COST	
Shipping: (2 Ton Delivery Truck w/ Fuel)		\$ 150.00	\$ -	
Transportation: (1/2 Ton Pickup Truck w/ Fuel)		\$ 100.00	\$ -	
Fuel: _____ Miles to Job		\$ 0.85	\$ -	
TOTAL SHIPPING & TRANSPORTATION:				\$ -

LABOR:

Man-Power:	Rate:	MH	RATE	COST	
3 men at 20 hours each	\$ 42.00	60	\$ 42.00	\$ 2,520.00	
			\$ 42.00	\$ -	
			\$ 42.00	\$ -	
			\$ 42.00	\$ -	
			\$ 42.00	\$ -	
Total:		60.00		\$ 2,520.00	
Supervision:	Rate: \$ 54.00		\$ 54.00	\$ -	
TOTAL LABOR:		60		\$ 2,520.00	

EQUIPMENT RENTALS: (Rates per day, 1 day min., except crane)

	DAY	RATE	COST	
		\$ 350.00		
		\$ 150.00		
		\$ 150.00		
TOTAL EQUIPMENT RENTALS:			\$ -	\$ -

SUBCONTRACTORS:

TOTAL SUBCONTRACTORS:				\$ -



Quotation

EXPIRATION DATE	QUOTE NUMBER
05/06/2026	S4235406
EISI - GREENVILLE 247 INTERSTATE BLVD GREENVILLE, SC 29615 864-288-8520	PAGE NO.
	1 of 1

EISI - GREENVILLE
247 INTERSTATE BLVD
GREENVILLE, SC 29615
864-288-8520

QUOTE TO:

SHIP TO:

W.N. KIRKLAND INC.
P.O. BOX 5425
SPARTANBURG, SC 29304

W.N. KIRKLAND INC.
C/O HENDERSON DETENTION CENTER
375 1st AVE
HENDERSONVILLE, NC 28792

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
99849	steel pipe		Barry Lowe x0142	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Gus Allen x6050	OT OUR TRUCK	1% 10 Days Net 60	04/29/2026	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
21ft	8 S-40 (.322) A53 GR B ERW BLK PIPE PE (GLOBAL) Pn: 89766		29.090/ft	610.89
21ft	12 S-40/STD (.375) A53 GR B ERW BLK PIPE PE (GLOBAL) Pn: 125265		49.980/ft	1049.58

Buyer accepts Terms & Conditions of Sale or Purchase, including Nupi/Niron products, found at www.easternfirst.com/terms-and-conditions/. Eastern reserves the right to adjust or cancel quotes and contract pricing for steel products impacted by Section 232 Investigations, tariffs, duties, or quotas. Prices subject to change due to market fluctuations; final pricing confirmed at order fulfillment. Explore our eCommerce site: www.easternfirst.com/

Subtotal	1660.47
S&H Charges	40.00
Sales Tax	114.79
Amount Due	1815.26