



CONTRACT CHANGE ORDER

No. #4

Date 11/6/2017

EDF # 2015-045

Contract No. CURB-2017-16 for the following public work: International Business Park Expansion between Gerke Excavating Inc. and the City of La Crosse, dated March 9th, 2017, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

The following specific work is hereby added to such contract:

Adjust unit price of Item #61 - **2" insulation** from \$70.42 to \$35.21 due to change in use in field.

By virtue of such changes in the contract, the following revisions shall be made in the contract price:

Contract Price -----	<u>\$2,188,402.49</u>
Contract price decreased by eliminations -----	<u>\$9,013.76</u>
Contract price increased by additions -----	<u>\$</u>
Net Deductions or Additions (Strike out one) -----	<u>\$9,013.76</u>
Revised Contract Price -----	<u>\$2,179,388.73</u>

Tyler B...
Gerke Excavating, Inc
CONTRACTOR

APPROVED BY BOARD OF
PUBLIC WORKS

I HEREBY CERTIFY that there are sufficient funds in the treasury to meet the liability assumed by the foregoing addenda to contract, or that provision has been made to pay the liability that will accrue thereunder. (WS 62.15-12; 62.09-10-f)

Controller



SEH CHANGE ORDER

City of La Crosse	10/17/17
OWNER	DATE
OWNER'S PROJECT NO.	4
IBP Road Extension	CHANGE ORDER NO.
	137798

PROJECT DESCRIPTION SEH FILE NO.

The following changes shall be made to the contract documents:
Description:

The unit price for the item 2-Inch Insulation shall be adjust from \$70.42/SF to \$35.21/SF, to more accurately align with standard industry pricing. With this reduction, the City will realize a cost credit of \$9,013.76.

Purpose of Change Order:

An error in the plan quantity for the item 2-Inch Insulation resulted in a very small quantity being significantly overrun by 32x the original amount in the plan. The contractor agreed to revise the unit price to a more reasonable payment amount for the work performed relating to the insulation item.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

-Change order proposal from contractor

Contract Status	<i>Time</i>	<i>Total Cost</i>	<i>City Portion</i>	<i>County Portion</i>
Original Contract	Sept 1, 2017	\$2,176,304.77	\$1,502,119.70	\$674,185.07
Net Change Prior C.O.'s 1 to 3		\$12,097.72	\$12,097.72	\$0
Change this C.O.		(\$9,013.76)	(\$9,013.76)	\$0
Revised Contract	Oct 2, 2017	\$2,179,388.73	\$1,505,203.66	\$674,185.07

Recommended for Approval: **Short Elliott Hendrickson Inc.** Tim Reichgelt, PE

Distribution Contractor 2 Owner 1 Project Representative 1 SEH Office 1



Change Order

15341 State HWY 131
Tomah WI 54660
PH: 608-372-4203
Fax: 608-372-4139

To: SCH

Project: International Business Park
La Crosse, WI

Proposal #: Q17082 - CO 16

Date: September 22, 2017

The Original Construction Subcontract Agreement is hereby Modified and amended by

Change order including the following material and Labor:

1. Reduce SF price of 2-Inch insulation from \$70.42/SF to \$35.21/SF due to plan quantity error.
2. Credit of 9,013.76

Change order credit TOTAL:	\$ 9,013.76
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Nine Thousand Thirteen Dollars and Seventy Six Cents

The attached "TERMS AND CONDITIONS" are part of this Change order and are hereby made part of the agreement between the parties.

Authorized

Signature _____ *Tyler Butcher* _____

Acceptance of Change Order - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature _____ Date of Acceptance _____

Signature _____

All material is to be guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Workers shall be fully covered by Workman's Compensation Insurance.

TERMS & CONDITIONS

1. Industry Arbitration Rules. The decision of any arbitrator shall be binding upon the parties, and judgment may be awarded thereon. The arbitrators shall apply the common law and statutory laws in the state in which the work was performed in rendering a decision.

2. YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY LOCATED AT: La Crosse, WI MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION.

YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.