

CONTRACT CHANGE ORDER

No. #14

Date 02/26/2018

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:

Add Medium riprap to the separation berm of the main stormwater pond. Quantities will be measured for payment by weight using a conversion rate of 1.5 tons per CY.

The following bid item is added to the contract.

<u>Item#</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>	<u>Qty.</u>	<u>Cost</u>
CO14.1	Medium Rip Rap	C.Y	\$44.75	190	\$8,502.50
CO14.2	Mobilization	EACH	\$750.00	1	\$ 750.00

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

Contract Price -----	<u>\$2,220,549.26</u>
Contract price decreased by eliminations -----	\$ _____
Contract price increased by additions -----	<u>\$9,252.00</u>
Net Deductions or Additions (Strike out one) -----	\$ _____
Revised Contract Price -----	<u>\$2,229,801.26</u>

APPROVED BY BOARD OF PUBLIC WORKS

CONTRACTOR

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	2/21/2018
OWNER	DATE
OWNER'S PROJECT NO.	14
IBP Road Extension	CHANGE ORDER NO.
PROJECT DESCRIPTION	137798
	SEH FILE NO.

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

The following items shall be added to the contract with the associated unit prices:

ITEM	UNIT	PRICE	QTY	COST
Riprap – Medium	CY	\$44.75	190	\$8,502.50
Mobilization for Berm Repair	EACH	\$750.00	1	\$ 750.00
TOTAL FOR CO #14 =				\$9,252.50

Purpose of Change Order:

Damage to the forebay berm in Pond 1 resulted from a large rain event on October 6th and 7th, where the area saw as much as 5" of precipitation overnight, leaving a washed out area in a large section (approximately 25 feet) of the berm. The Contractor shall repair the washed out section of the berm by placing 3 loads (approximately 45 C.Y.) of medium sized riprap to the plan peak elevation, at no cost to the City. The City then will pay the Contractor to riprap the entire berm as a means to provide long term stability to the berm. Medium riprap will be placed at a width of 24' across the remaining length of the berm, on the ice, to fall in place upon spring thaw. The Contractor will not be responsible for riprap placement after it falls through the ice.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

– Quote from contractor.

Contract Status	Time	Total Cost	City Portion	County Portion
Original Contract	<u>Sept 1, 2017</u>	\$2,176,304.77	\$1,502,119.70	\$674,185.07
Net Change Prior C.O.'s <u>1</u> to <u>13</u>		\$26,488.93	\$19,986.49	\$6,502.44
Change this C.O.		\$9,252.50	\$9,252.50	\$0
Revised Contract	<u>Dec 15, 2017</u>	\$2,212,046.20	\$1,531,358.69	\$680,687.51

Recommended for Approval: **Short Elliott Hendrickson Inc.** Jeremy Tomesh, PE
 Distribution Contractor 2 Owner 1 Project Representative 1 SEH Office 1

Short Elliott Hendrickson Inc., 329 Jay Street, Suite 301, La Crosse, WI 54601-4034
 SEH is an equal opportunity employer | www.sehinc.com | 608.782.3161 | 800.472.5881 | 888.908.8166 fax



Change Order

Gerke Excavating, Inc
15341 State Hwy 131, S
Tomah, WI 54660
www.gerkeexcavating.com
Phone: 608-372-4203
Fax: 608-372-4139

To: SEH

Project:
IBP Road Extension

Proposal #:26
Q17082
Date:
December 18, 2017

Scope: Place Medium Rip-Rap on Pond 1 Forebay Over Ice

Work will consist of the following only:

- Deliver and place medium rip-rap on pond 1 forebay placed over ice at \$44.75 per CY.
- Mobilization cost of \$750.00.

Exclusions/Clarifications/Notes:

- Riprap will be piled on top of the ice 125' Length, 24' Width, 2' Depth using a skid steer and bhoer.
- Seed/fertilizer/mulch is excluded. Can be completed for an additional cost.
- Clay excavation/borrow excluded in this price.
- Quad Axles trucks will be dumping off the edge of HHM driveway 1.
- Gerke not responsible for final riprap placement after it falls through ice.

Sincerely,

Tyler Butzler
Gerke Excavating

The terms listed hereon are satisfactory and I(We) hereby authorize the performance of said work.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

ADDITIONAL AGREEMENT PROVISIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra costs involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract.

DELINQUENCY CHARGE

Payment is due and payable upon completion of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statue, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract contains the entire Agreement and understanding between the parties, and no provisions, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.