

**Osage Beach Elementary
Camdenton R-III School District**

Change Order No. 1

February 27, 2014

- | | |
|---|--------------------------------|
| 1. Proposal Request #1 – Change Food Service Subcontractor to Ford Restaurant Supply in Columbia, Missouri. | Add \$1,450 |
| 2. Proposal Request #2 – City Requests: Add 3 door signs at 100B, 102C and 114C that read "Fire Door – Do Not Block". Add knox box. | Add \$404 |
| 3. Proposal Request #3 – Delete AWI Certification paperwork. | Deduct (\$3,500) |
| 4. Proposal Request #4 – Revisions to lift station retention chamber as requested by City of Osage Beach. | Add \$5,540 |
| 5. Proposal Request #5 – Deduct for interior door signage and exterior building letters. | <u>(Deduct \$15,182)</u> |
| | Total Deduct (\$11,288) |

PROPOSED CHANGE ORDER

DATE: 11/15/2013

PROJECT:

No. 00001

TO: **Camdenton R-III School District**
172 Dare Boulevard

Osage Beach Elementary School
Camdenton R-III School District
Osage Beach, MO

Camdenton, MO 65020

TITLE:

ATTN: Kerry Dickermann

Ford Resturant Supply


DESCRIPTION OF PROPOSAL

At Owners request, upcharge to use Ford Food Service to supply and install kitchen equipment in lieu of low bid.

| Item | Description | Quantity | Units | Unit Price | Net Amount |
|---------------|------------------------------------|----------|-------|------------|-------------------|
| 00001 | Upcharge for subcontractor change. | 1.000 | | \$1,450.00 | \$1,450.00 |
| Total: | | | | | \$1,450.00 |

CURTISS-MANES-SCHULTE, INC.

P.O. Box 233
1211 Business 54 South
Eldon, Missouri 65026


Bob Brown

Phone: 573/392-6553 Fax: 573/392-4527

PROPOSED CHANGE ORDER

DATE: 12/9/2013

PROJECT:

No. 00002

TO: Camdenton R-III School District
172 Dare Boulevard

Osage Beach Elementary School
Camdenton R-III School District
Osage Beach, MO

Camdenton, MO 65020

TITLE:

ATTN: Kerry Dickermann

Proposal Request # 2

DESCRIPTION OF PROPOSAL

Requested pricing from the owner for Proposal Request # 2 dated November 26, 2013, for one(1) Knox box, and Civil drawing changes per the City of Osage Beach and Osage Beach Fire Department comments.

| Item | Description | Quantity | Units | Unit Price | Net Amount |
|---------------|--|----------|-------|------------|-----------------|
| 00002 | H & G/ Schultz Door -- Please see Attached | 1.000 | | \$230.00 | \$230.00 |
| 00003 | Install Knox Box | 1.000 | | \$117.00 | \$117.00 |
| 00004 | CMS Overhead 8% | 1.000 | | \$27.76 | \$27.76 |
| 00005 | CMS 8% Profit | 1.000 | | \$29.98 | \$29.98 |
| Total: | | | | | \$404.74 |

CURTISS-MANES-SCHULTE, INC.

P.O. Box 233

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Eldon, Missouri 65026

Phone: 573/392-6553 Fax: 573/392-4527


Bob Brown



H&G / SCHULTZ DOOR

Curtis Manes Schulte Construction
Attn: Bob Brown

Date: 12/04/13

Project: Osage Beach Elementary School

Location: 1241 Nichols Road
Osage Beach, Mo.

Architect: ACI Boland Architects

RE: Proposal Request #2 Pricing

Item #1 – Singage by others.

Item #2 – (1) each Knox Box, 3200 Series design with recess mount and face flange. Priced as Aluminum finish and no added options.

Item #3 – Civil work by others.

Item #2 Total \$ 230.00 + Tax

Sales Tax 7.613 % (if applicable)

Clarifications

1) item #1 and #3 as listed above excluded from our quote.

Please visit our website www.h-gschultzdoor.com for valuable product, service, and industry news, including the recent raw material shortages and manufacturer pricing changes.

Terms and Conditions

1. Prices quoted are F.O.B. shipping point, freight allowed to jobsite. No sales or use tax included. (The price or prices stated in this proposal are based on prices for component materials, labor rates applicable to fabrication and freight rates in effect as of the date of this proposal).
2. Terms of payment. Net 30 days subject to credit approval at time of order with no retention withheld. Past due accounts are subject to 1-1/2% per month service charge.
3. H&G/Schultz Door reserve the right to add a surcharge to any invoice paid with a credit card.
4. Delays in ordering, shipping, etc. may result in additional costs.

See attached Terms and Conditions numbered 1- 21.

11635 Lackland Road. St. Louis, Missouri 63146
Phone: 314-432-8188 Fax: 314-432-0649



H&G / SCHULTZ DOOR

5. This Proposal is void if not accepted within 30 days. Acceptance terms are receipt of an executed copy of this proposal or an Owner/Contractor's executed purchase order with mutually agreed upon terms.
6. For purposes of this Proposal, the entity accepting this Proposal shall be referred to as the "Owner/Contractor".
7. H&G/Schultz Door is not responsible for providing any related or unrelated products that may or may not be made of similar materials to those being bid unless specifically indicated, but is only responsible for providing of the specific items listed in this Proposal at the quoted prices. Further, in the event the terms of the final construction documents for the above project differ from the specifications, plans and addenda submitted to H&G/Schultz Door prior to the preparation of this Proposal, H&G/Schultz Door is only required to perform under the terms of this Proposal and not the terms of final construction documents. The parties to this Proposal agree that the terms of this Proposal shall be incorporated into the final construction contract as if fully set forth therein.
8. Prices for additional materials requested by Owner/Contractor not included in this proposal may vary from the prices quoted in this Proposal due to changes in market conditions.
9. H&G/Schultz Door is not responsible for any product listed only on Mechanical or Electrical drawings and not listed on architectural plans.
10. The information contained in this Proposal and the rights of each party under this Proposal are personal to that party and may not be assigned, transferred, or used by any other person, firm, corporation, or other party without the prior, express, and written consent of the other party.
11. The failure of either party to this Proposal to insist upon the performance of any of the terms and conditions of this Proposal, or the waiver of any breach of any of the terms and conditions of this Proposal, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
12. H&G/Schultz Door shall not be responsible for claims arising out of improperly drawn blueprints, plans, specifications, architectural drawings or the acts or failure to act of the Owner/Contractor, other contractors, subcontractors, engineers, architects, material suppliers or other agents or employees of the Owner/Contractor; nor shall H&G/Schultz Door be responsible for damages to persons or property occasioned by the Owner/Contractor or other contractors, subcontractors, engineers, architects, material suppliers or other agents or employees of the Owner/Contractor, third parties, fire, explosion, accidents, flood, strikes, shortages, acts of God or other happenings beyond its control. The Owner/Contractor shall hold and save H&G/Schultz Door completely harmless from, and shall indemnify H&G/Schultz Door against all claims, demands, actions, causes of action, costs, damages, losses, and expenses, including, but not limited to, claims arising from delay of the project, claims arising out of the injury or death of any person, claims arising out of lost profits or income, claims arising out of property damage, claims arising from causes enumerated in this paragraph, including judgments and reasonable attorney's fees.
13. In the event that any action is filed in relation to this Proposal, the unsuccessful party in the action shall pay to the successful party, a reasonable sum for the successful party's attorney's fees.

See attached Terms and Conditions numbered 1- 21.

11635 Lackland Road. St. Louis, Missouri 63146
Phone: 314-432-8188 Fax: 314-432-0649



H&G / SCHULTZ DOOR

- 14. H&G/Schultz Door policy is not to accept any material returns except for defective material or a sellers ordering error. All material purchased from H&G/Schultz Door is considered special order material and may not be returned for credit. Excess material purchased by the buyer is the buyer's responsibility.
- 15. In the event any of the materials supplied by H&G/Schultz Door are incorrect or defective, the liability of H&G/Schultz Door for the incorrect or defective material is limited to the replacement or repair of the defective material and not for any incidental or consequential damages suffered by Owner/Contractor or a third party. H&G/Schultz Door must be notified of any product defects or incorrect materials prior to installation and shall be given the option to repair or replace any defective or incorrect products. H&G/Schultz Door will not be responsible for any back charges from Owner/Contractor or a third party for the repair, replacement, or omission of any products unless specifically agreed to in writing prior to the performance of the work.
- 16. In the event H&G/Schultz Door ships materials to Owner/Contractor under the terms of this Proposal and Owner/Contractor accepts such materials, and, at a later date, Owner/Contractor and H&G/Schultz Door fail to enter into a final contract for the above-referenced project, Owner/Contractor shall pay H&G/Schultz Door for all materials shipped and accepted by Owner/Contractor and for any liability arising from any materials placed on order at Owner/Contractor's instructions at the prices contained in this proposal.
- 17. H&G/Schultz Door does not include glass, glazing, hardware or installation unless noted.
- 18. This proposal is contingent upon credit approval from H&G/Schultz Door. H&G/Schultz Door reserves the right to approve or refuse credit to the Owner/Contractor based on H&G/Schultz Door determination of credit worthiness. If H&G/Schultz Door is unwilling to approve credit to the Owner/Contractor and other payment arrangements cannot be agreed by the parties this proposal will be considered null and void.
- 19. Reasonable doubt of the Owner/Contractor's financial responsibility shall entitle H&G/Schultz Door to stop or decline shipment, until Owner/Contractor has satisfied H&G/Schultz Door of its financial responsibility.
- 20. Unless otherwise specified our prices are based on the customer supplying us with one complete set of plans, specifications and all addenda at No Charge, for preparation of shop drawings and schedules for approval.
- 21. All product lead times are estimated and based on historical average. Actual lead times may vary and are not guaranteed.

Name of Company: _____

Accepted By: _____

Date: _____

H&G / Schultz Door

By: _____

Dave Briegleb, AHC

Date: _____

12/4/13

12/04/13

See attached Terms and Conditions numbered 1- 21.

11635 Lackland Road. St. Louis, Missouri 63146

Phone: 314-432-8188 Fax: 314-432-0649

PROPOSED CHANGE ORDER

DATE: 12/19/2013

PROJECT:

No. 00003

TO: **Camdenton R-III School District**
172 Dare Boulevard

Camdenton, MO 65020

Osage Beach Elementary School
Camdenton R-III School District
Osage Beach, MO

ATTN: **Kerry Dickermann**

TITLE:

AWI Certification

DESCRIPTION OF PROPOSAL

Reference Section 123216 - Manufactured Plastic-Laminate-Faced Casework - Omit the following in their entirety:


- * Paragraph 1.7.B - compliance certificates
- * Paragraph 2.2.A.2 - AWI labels and certificates

| Item Description | Quantity | Units | Unit Price | Net Amount |
|--|----------|-------|--------------|---------------------|
| 00001 Omit AWI Labels and Certificates | 1.000 | | (\$3,500.00) | (\$3,500.00) |
| Total: | | | | (\$3,500.00) |

CURTISS-MANES-SCHULTE, INC.

P.O. Box 233
1211 Business 54 South
Eldon, Missouri 65026

Phone: 573/392-6553 Fax: 573/392-4527


Bob Brown

PROPOSED CHANGE ORDER

DATE: 2/19/2014

PROJECT:

No. 00005

TO: Camdenton R-III School District
172 Dare Boulevard

Osage Beach Elementary School
Camdenton R-III School District
Osage Beach, MO

Camdenton, MO 65020

TITLE:

ATTN: Kerry Dickermann

PR #4 - Lift Station Lift Chamber

DESCRIPTION OF PROPOSAL

As per PR #4, dated 2/7/14, provide labor, equipment, materials for revisions and modifications to the retention chamber design, addition of a concrete manhole, deletion of the water line blow off assembly and deletion of the clean out vault at the end of the retention chamber per the City of Osage Beach request.

| Item | Description | Quantity | Units | Unit Price | Net Amount |
|---------------|----------------------------------|----------|-------|------------|-------------------|
| 00001 | Twohous Excavating -See Attached | 1.000 | | \$4,750.00 | \$4,750.00 |
| 00002 | CMS 8% Overhead | 1.000 | | \$380.00 | \$380.00 |
| 00003 | CMS 8% Profit | 1.000 | | \$410.00 | \$410.00 |
| Total: | | | | | \$5,540.00 |

CURTISS-MANES-SCHULTE, INC.

P.O. Box 233
1211 Business 54 South
Eldon, Missouri 65026
Phone: 573/392-6553 Fax: 573/392-4527


Bob Brown



TWEHOUS EXCAVATING CO., INC.
 Excavating Contractor • Roads • Lakes • Rock Blasting
 8514 LIBERTY ROAD – JEFFERSON CITY, MISSOURI 65101
 An Equal Opportunity Employer



February 18, 2014

Mr. Bob Brown
 Project Manager
 Curtis-Manes-Schulte
 1211 Business 54 South
 Eldon, Missouri 65026

RE: Osage Beach Elementary School
 Proposal Request No. 4

Dear Mr. Brown,

With regard to Proposal Request No. 4, the cost to make the changes outlined is \$4,750.00. The breakdown is as follows:

| | |
|-----------|-------------------|
| Labor | \$3,453.00 |
| Equipment | (\$61.00) |
| Materials | <u>\$1,358.00</u> |
| Total | \$4,750.00 |

If you have any questions, please feel free to contact me.

Sincerely,

Randall L. Twehous
 Vice President
 Twehous Excavating Co., Inc.

**CURTISS
MANES
SCHULTE
INC.**
General Contractor

PROPOSED CHANGE ORDER

DATE: 2/19/2014

PROJECT:

No. 0000

TO: **Camdenton R-III School District**
172 Dare Boulevard

Osage Beach Elementary School
Camdenton R-III School District
Osage Beach, MO

Camdenton, MO 65020

TITLE:

ATTN: **Kerry Dickermann**

Signage

DESCRIPTION OF PROPOSAL

As per PR #5, dated 2/11/14, provide credit for all labor and material to delete the interior room signage and exterior metal letters on the front of the building.

| Item | Description | Quantity | Units | Unit Price | Net Amount |
|---------------|------------------------------------|----------|-------|---------------|----------------------|
| 00001 | Ziglin Signs - Please See Attached | 1.000 | | (\$15,182.92) | (\$15,182.92) |
| Total: | | | | | (\$15,182.92) |

CURTISS-MANES-SCHULTE, INC.

P.O. Box 233

1211 Business 54 South

Eldon, Missouri 65026

Phone: 573/392-6553 Fax: 573/392-4527


Bob Brown

Bob Brown

From: Gary Grosse <garyg@ziglinsigns.com>
Sent: Wednesday, February 19, 2014 9:09 AM
To: Bob Brown
Subject: credit for deleted items in contract dated 11/29/2013

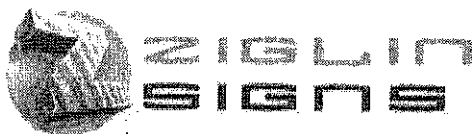
Bob-
I hope this is what you needed --

| | |
|---|-------------------------|
| Original Contract amount | \$42,916.17 |
| Credit - Interior signage | -\$11,587.34 |
| Credit - Exterior wall letters | \$ 1,559.48 |
| Credit - Applicable labor install | \$ 2,036.10 |
| Revised contract amount | <u>\$27,733.25</u> |

Credit 15,182.92

Thanks,
Gary

Gary Grosse
Account Executive



ZIGLIN SIGNS, Inc. | ziglinsigns.com
540 Vossbrink Drive | Washington, MO 63090

(636) 390-8455 Office
(314) 803-2325 Mobile

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