

CONTRACT CHANGE ORDER

No. 2

Date Dec. 16, 2020

EDF # 19-036

Contract No. WATR-2020-25 for the following public work: State Road Watermain Replacement

between Gerke Excavating Inc. and the City of La Crosse, dated April 9, 2020, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

N / A

The following specific work is hereby added to such contract:

6" Water Main, Hydrant and Services at Cliffview Terrace	
DR 7, HDPE Water Main By Directional Bore	
110 Ft. @ \$69.16/Ft. =	\$ 7,607.60
Install Fire Hydrant and Control Valve	\$ 4,291.05
One (1) Inch Water Service Including Corp,	
Curb Stop, Saddle, and Copper Pipe	
5 Ea. @ \$1,466.69 =	\$ 7,333.45
Install only 16" Gate Valves in Losey Blvd, Night Work	
2 Ea. @ \$1,195.58	\$ 2,391.16
Install 2" Water Service for the Laundromat	
Corp. Stop, Curb Stop, and Accessories	\$ 1,845.67
2" Polly Water Service by Boring	
34 Ft. @ \$46.57/Ft =	\$ 1,583.38

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

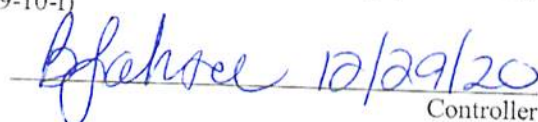
Contract Price -----	\$ 565,099.53
Contract price decreased by eliminations -----	\$ 0.00
Contract price increased by additions -----	\$ 25,052.31
Net Additions -----	\$ 25,052.31
Revised Contract Price -----	\$ 590,151.84



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)

 12/29/20
Controller



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:
City of La Crosse

Project: State Road
Type of Work

Proposal #:
Q20172-00

Date:
December 8, 2020

Scope:

Line Number	Item Number	Bid Item	Unit	Quantity	Unit Price	Total Cost
1	850.0305	Water Distribution Pipe Poly, 2"	Lf	34.00	\$ 46.57	\$ 1,583.38
2	851.0605	Service Set, 2"	Ea	1.00	\$ 1,845.67	\$ 1,845.67
3	860.0100	Bore, (Pipe Diameter, Material Fluid Factor & Pump Output)	Lf	110.00	\$ 69.16	\$ 7,607.60
4	851.0500	Hydrant	Ea	1.00	\$ 4,291.05	\$ 4,291.05
5	851.0602	Service Set, 1"	Ea	5.00	\$ 1,466.69	\$ 7,333.45
6	851.0116	Gate Valve, 16" & Night work	Ea	2.00	\$ 1,195.58	\$ 2,391.16
Total Bid Price						\$ 25,052.31

Sincerely,

Thad Rezin
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.