

CONTRACT CHANGE ORDER

No. 1

Date 5/20/2021

EDF # 21-029.01

Contract No. MISC-2021-16 for the following public work: RIVER POINT DISTRICT – PHASE 1 (FILL)

between GERKE EXCAVATING, INC. and the City of La Crosse, dated 03/11/2021, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

32,200 CY of Item 31 22 20.05 – FILLING

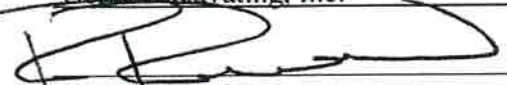
The following specific work is hereby added to such contract:

1 of Item 01 52 13.01 – FIELD OFFICE

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

Contract Price -----	<u>\$2,978,243.56</u>
Contract price decreased by eliminations -----	<u>\$(316,526)</u>
Contract price increased by additions-----	<u>\$12,000</u>
Net Deductions or Additions (Strike out one)-----	<u>\$(304,526)</u>
Revised Contract Price -----	<u>\$2,673,717.56</u>

Gerke Excavating, Inc.




 CONTRACTOR
 Ryan Kasinussen 5/24/21
 Project Manager

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)

DocuSigned by:

 5/25/2021

 Controller
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CHANGE ORDER

City of La Crosse

OWNER

21-029.01

OWNER'S PROJECT NO.

River Point District-Phase I (Fill)

PROJECT DESCRIPTION

May 17, 2021

DATE

01

CHANGE ORDER NO.

LACRS 160224 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

Item 31 22 20.05: Reduce estimated quantity by approximately 32,200 CY, from a total of 39,900 CY to 7,700 CY, at the bid unit cost of \$9.83/CY for a total price deduction of \$(316,526.00).

Add Item 01 52 13.01: Field Office at the lump sum cost of \$12,000.

Purpose of Change Order:

To reduce stockpile borrow quantity.

Field Office for the use of construction administration and inspection staff for the duration of the project. The field office must be located onsite or immediately adjacent.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

Quote from Prime Contractor

Revised grading plan sheet

Field Office specification

Contract Status

Original Contract

Net Change Prior C.O.'s N/A to N/A

Change this C.O.

Revised Contract

Time	Cost
N/A	\$2,978,243.56
N/A	\$0.00
N/A	(\$304,526.00)
N/A	\$2,673,717.56

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

Torey Leonard, PE (Lic. WI)



Proposal

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

To:
SEH

Project:
River Point Fill

Proposal #:
Q21172-C01

Date:
May 17, 2021

Line Number	Item Number	Bid Item	Unit	Quantity	Unit Price	Total Cost	Notes per Item
0	6425001	Job Trailer W/Internet	Ea	1.00	\$ 12,000.00	\$ 12,000.00	
Total Bid Price						\$ 12,000.00	

Exclusions/Clarifications/Notes

1. All items are tied without discussion.
2. Bonds and permits are excluded. - For us to bond our own work, 1% of the Total Bid Price will be added to the Mobilization item.
3. This proposal does not included any DBE participation.
4. Due to processing fees, approval of credit card payment needs to be authorized in advance.

Sincerely,

Ryan Rasmussen
Gerke Excavating

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

Signed: Matthew A. Gallager Date: 5/25/2021
 Printed Name: Matthew A. Gallager Title: Deputy Dir. Engineering & Public Works

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 are 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 all permits which may be required in connection with the performance of this Proposal/Contract.

DELINQUENCY CHARGE

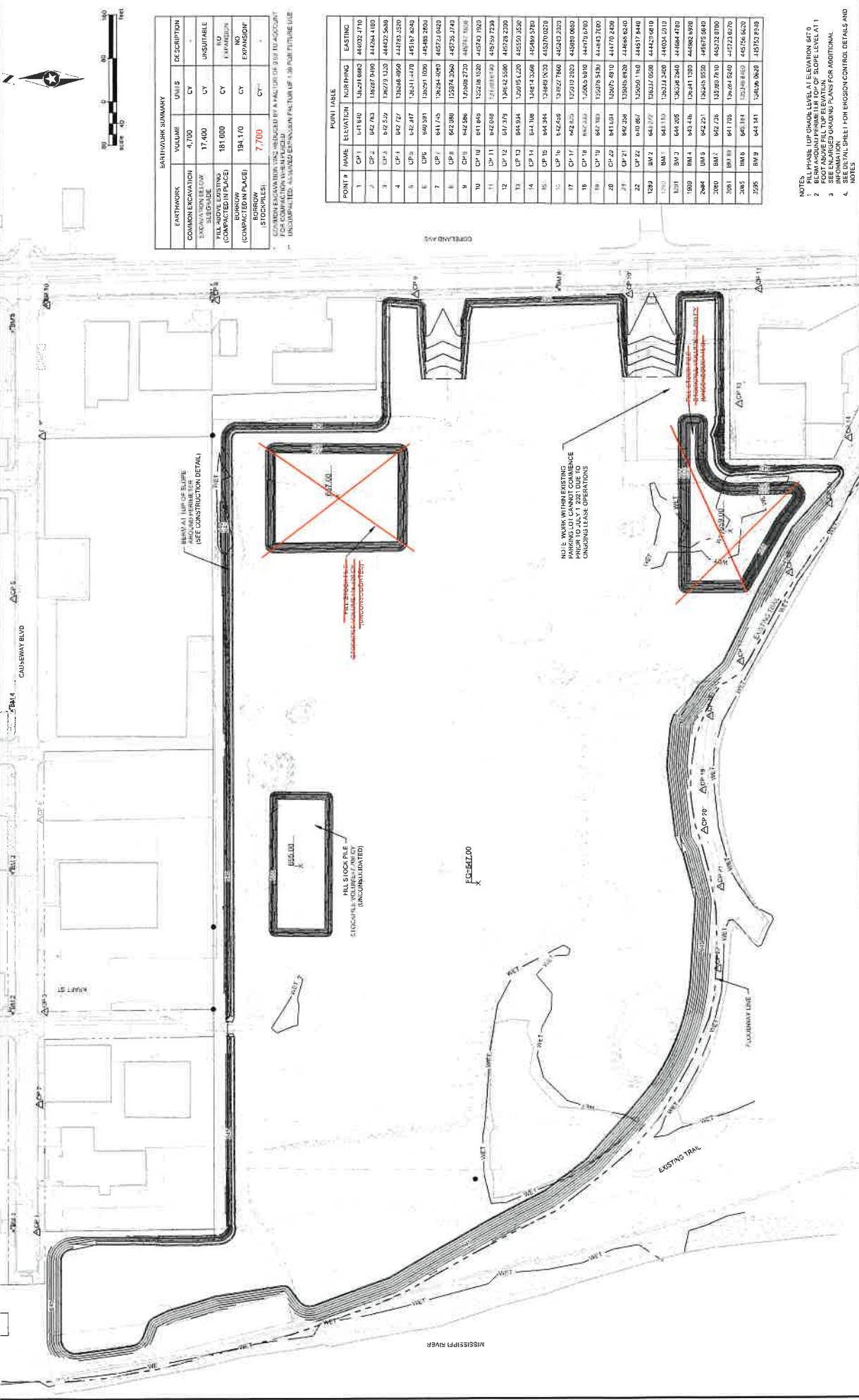
Payment is due and payable upon completion of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization 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.



EARTHWORK SUMMARY				
EARTHWORK	VOLUME	UNITS	DESCRIPTION	
COMMON EXCAVATION	4,700	CY		
EXCAVATION BELOW FILL ABOVE EXISTING	17,400	CY	UNSATURABLE	
FILL ABOVE EXISTING (COMPACTED IN PLACE)	181,000	CY	NO FILL/FUNCTION	
BANKWASH (COMPACTED IN PLACE)	194,170	CY	NO EXPANSION	
STOCKPILE (COMPACTED IN PLACE)	7,700	CY		

COMMON EXCAVATION WAS REDUCED BY A FACTOR OF 0.93 TO ACCOUNT FOR COMPACTION IN-PLACE.
 INCORPORATED ASSUMED EXPANSION FACTOR OF 1.30 FOR FUTURE USE.

POINT TABLE			
POINT #	NAME	ELEVATION	EASTING
1	CP 1	1411.610	14621.0862
2	CP 2	1421.763	14687.5406
3	CP 3	1422.529	14677.1320
4	CP 4	1422.727	14664.4060
5	CP 5	1422.447	14641.1170
6	CP 6	1420.991	14621.0862
7	CP 7	1411.745	14684.4981
8	CP 8	1422.980	14674.3262
9	CP 9	1422.986	14669.2703
10	CP 10	1411.854	14621.0862
11	CP 11	1422.056	14611.1170
12	CP 12	1421.279	14612.5506
13	CP 13	1415.584	14615.1220
14	CP 14	1411.108	14614.3560
15	CP 15	1414.344	14640.9200
16	CP 16	1422.548	14627.7860
17	CP 17	1422.056	14612.5506
18	CP 18	1406.344	14663.4910
19	CP 19	1421.383	14678.5430
20	CP 20	1411.091	14675.9170
21	CP 21	1422.254	14665.4900
22	CP 22	1418.867	14655.7160
23	CP 23	1411.777	14617.0508
24	CP 24	1411.777	14617.0508
25	CP 25	1411.777	14617.0508
26	CP 26	1411.777	14617.0508
27	CP 27	1411.777	14617.0508
28	CP 28	1411.777	14617.0508
29	CP 29	1411.777	14617.0508
30	CP 30	1411.777	14617.0508
31	CP 31	1411.777	14617.0508
32	CP 32	1411.777	14617.0508
33	CP 33	1411.777	14617.0508
34	CP 34	1411.777	14617.0508
35	CP 35	1411.777	14617.0508
36	CP 36	1411.777	14617.0508
37	CP 37	1411.777	14617.0508
38	CP 38	1411.777	14617.0508
39	CP 39	1411.777	14617.0508
40	CP 40	1411.777	14617.0508
41	CP 41	1411.777	14617.0508
42	CP 42	1411.777	14617.0508
43	CP 43	1411.777	14617.0508
44	CP 44	1411.777	14617.0508
45	CP 45	1411.777	14617.0508
46	CP 46	1411.777	14617.0508
47	CP 47	1411.777	14617.0508
48	CP 48	1411.777	14617.0508
49	CP 49	1411.777	14617.0508
50	CP 50	1411.777	14617.0508

- NOTES
1. PLAN ABOVE FILL TOP ELEVATION 6.75 FEET ABOVE FILL TOP ELEVATION.
 2. PLAN ABOVE FILL TOP ELEVATION 6.75 FEET ABOVE FILL TOP ELEVATION.
 3. INFORMATION FOR GRADING PLANS FOR ADDITIONAL.
 4. SEE DETAIL SHEET FOR EROSION CONTROL DETAILS AND NOTES.

DRAWN BY		TL	DATE	DESIGN TEAM
DESIGNED BY		DS	DATE	
CHECKED BY		DS	DATE	
REVISIONS		NO.	DATE	
		RIVER POINT DISTRICT		
		CITY OF LA CROSSE, WISCONSIN		
OVERALL GRADING PLAN		FILE NO.	7	12
		CAD FILE	7-12	

SECTION 01 52 13**FIELD OFFICE****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes furnishing and maintaining field office for use by Contractor, subcontractors, and Engineer during construction operations.
- B. Related Sections:
 - 1. Section 01 11 00 - Summary of Work
 - 2. Section 01 71 13 - Mobilization
- C. Basis of Payment:
 - 1. Payment for field office shall be a Lump Sum at the agreed upon contract unit price.

1.02 DESCRIPTION

- A. Basic Requirements:
 - 1. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
 - 2. Minimum 8-foot wide and 7-foot ceiling height.
 - 3. Minimum 120 square feet of usable space.
 - 4. Weatherproof and insulated.
 - 5. Finished interior walls.
 - 6. Heating and air conditioning system.
 - 7. Temporary Sanitary Facility: See Section 01 52 19.
 - 8. Electrical service.
 - 9. Lighting: 50-foot C at desktop height and exterior lighting at entrance doors.
 - 10. Internet access.
- B. Furnishings:
 - 1. Desk and chair to seat at least 2 persons.
 - 2. Flat surface large enough to examine Construction Documents.
 - 3. Wastebasket.
 - 4. Potable water supply.
 - 5. Fire extinguisher.

1.03 LOCATION

- A. Locate on or immediately adjacent to the construction Site to provide convenient access to and observation of the Work and as determined in field by Engineer.
- B. Subject to Owner's approval.
- C. Designated existing spaces may be used for field offices.

1.04 SCHEDULE

- A. Provide facility and services upon commencement of construction or within 10 days after date fixed in Notice to Proceed.
- B. Remove building, utilities, and foundation upon completion and acceptance of Work. Restore area.

1.05 MAINTENANCE

- A. Maintain, clean, and repair field office and services to ensure proper working order throughout the duration of construction operations.
- B. Maintain approach walks free of mud, water, and snow.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION