



Change Order

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

To: City Of LaCrosse

Project: 16" Valve Replacement on Division Ave and 5th Street LaCrosse, WI

Proposal #: Q17448 – CO

Date: October 5, 2017

The Original Construction Subcontract Agreement is hereby Modified and amended by

Change order including the following material and Labor:

1. Mobilization - \$1,583.92
2. Sawing Asphalt - \$680.00
3. Removing Asphaltic Surface - \$346.68
4. Installation of 16" Valve - \$11,230.63

Change order TOTAL: \$ 13,841.23

Thirteen Thousand Eight Hundred and Forty-one Dollars and Twenty-three Cents

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

Authorized : Thad Rezin

Signature _____  _____

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: LaCrosse, 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.

Exclusions/Clarifications/Notes

Bonds and Permits are excluded.

Traffic Control is excluded.

Barriers and Safety Fences are excluded.

Utility disconnects if any (gas, electrical, cable, fiber, etc.) are excluded.

A locate request thru Diggers Hotline will be submitted. However, private lines (gas, electrical, cable, fiber, etc.) are to located by others. If not Gerke Excavating is not responsible if damaged.

EBS is not included for soft spots if sub-grade does not meet requirements.

Existing soils shall be used for onsite grading. No import of granular fill is included.

Soil Shoring-due to close proximity of existing structure, if needed, is excluded.

Not responsible for thawing or snow removal for winter conditions.

Testing is excluded

Asphalt, concrete and patch work is excluded.

If any buried tanks are discovered, excavation and removal is not included in this proposal.

Removal of polluted or hazardous soils, if found, is excluded.

Temporary shoring, underpinning, struts or bracing, if needed, is excluded.

Repair of any cracking to existing foundations or adjacent structures due to heavy equipment being used is excluded.

All items are tied without discussion.