



# Proposal

**Gerke Excavating, Inc**  
15341 State Hwy 131, S  
Tomah, WI 54660  
[www.gerkeexcavating.com](http://www.gerkeexcavating.com)  
Phone: 608-372-4203  
Fax: 608-372-4139

**To:**  
City of La Crosse  
Att: Jared Greeno  
400 La Crosse St  
La Crosse, WI 54603

**Project:**  
**Repair Rip Rap & 36" RCP**  
3300 East Ave, S & Bayside Ct  
La Crosse, WI 54603

**Proposal #:**  
Q17420  
**Date:**  
September 21, 2017

**Scope:**

Work will consist of the following only:

- Mobilization and Demobilization.
- Cut existing steel sheeting at Rip Rap final grade. Install horizontal bracing from existing steel sheeting located on each side of 36" RCP. Using the existing tie bolt holes on the pipe tie back to the steel sheeting with turn buckles. Furnish and install concrete at the first pipe connection for added support.
- Excavate and pull back existing rip rap as necessary to create an improved drainage swale above 36" RCP.
- Furnish and place imported Medium Rip Rap for improved swale. Grout Rip Rap swale as needed to fill voids.
- Furnish and place imported Medium Rip Rap for end of 36" RCP, 5 Quad-axle truck loads figured. Anything above will be charged as an extra or Change Order.
- Furnish and place topsoil to match surrounding grades.
- Furnish, labor and materials to seed, fertilizer and erosion mat disturbed areas.

**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 be located by others. If not Gerke Excavating is not responsible if damaged.
- Not responsible for thawing or snow removal for winter conditions.
- Asphalt, concrete and patch work is excluded.
- Any landscaping items (sod, mulch, bushes, plants, trees, etc.) are excluded.
- All items are tied without discussion.

**Total Cost:**

Work will be completed for a lump sum of **Twenty-Three-Thousand-Five-Hundred-Sixty-Dollars, \$23,560.00.**

Sincerely,

Jay J Gerke  
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.