

CONTRACT CHANGE ORDERNo. 2Date 11-29-21

EDF # 19-048.04

Contract No. STRM-2021-47 for the following public work: Forest Hills Drainage Improvements Project between Gerke Excavating, Inc. and the City of La Crosse, dated August 5, 2021, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

None

The following specific work is hereby added to such contract:

Connect existing drain tiles to new drain pipe	\$ 5500.00
Replace existing plastic inlet structure with bigger structure	\$ 3080.00

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

Contract Price -----	<u>\$137,855.94</u>
Contract price decreased by eliminations -----	<u>\$ 0.00</u>
Contract price increased by additions -----	<u>\$ 8580.00</u>
Net Deductions or Additions (Strike out one) -----	<u>\$ 8580.00</u>
Revised Contract Price -----	<u>\$ 146,435.94</u>

Gerke Excavating, Inc.
NAME OF CONTRACTOR

 11/29/21
CONTRACTOR SIGNATURE

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:



C5134A8A54494EF...
DocuSigned by:

Budget Analyst



DD25990951DE41E...

Controller



Proposal

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 LaCrosse
 Attn: Bob Haines

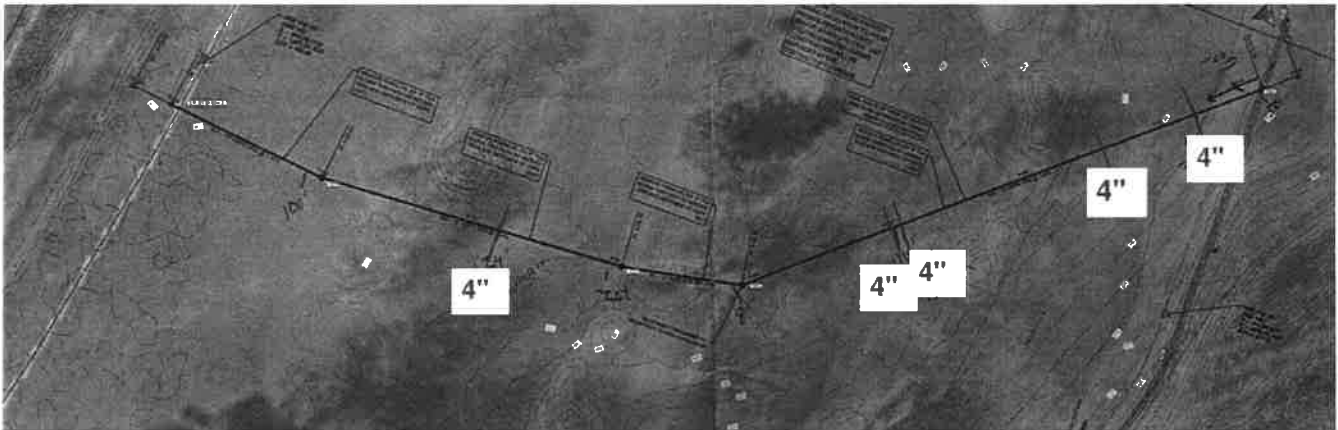
Project:
 Forest Hills Golf Course Drainage

Proposal #: Q21526

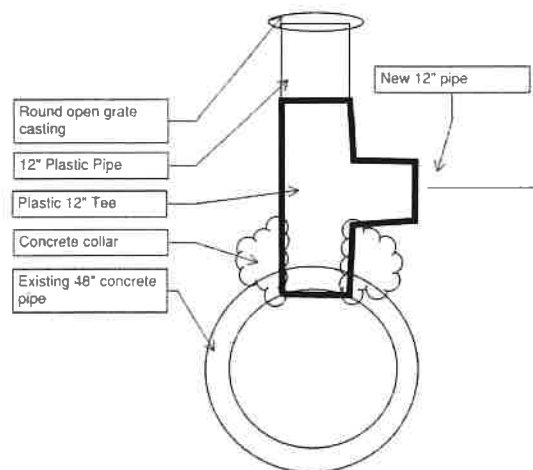
Date: 11/23/2021

Scope of Work

1. Connection of unknown unmarked drainage pipes to new drainage pipe. A total of 5 unknown unmarked drainage pipes were located during the installation of the drainage pipe. 5 connections x \$1000 per connections = \$5000 x 10% mark up = \$5500.00



2. Existing storm manhole #2 located at end of new 12" drainage pipe, no manhole existed here, only a 6" PVC pipe dropped into top of 48" concrete pipe. A larger hold was sawcut into the top of the concrete pipe, installed a 12" plastic Tee, mudded the connection point, connected the new 12" drainage pipe and serves as an inlet structure to collect the surface drainage in the area. We also supplied a circular cast iron casting to protect the inlet structure. Detail below. 4 hours crew time x \$600 crew hour + \$200 12" Tee + \$200 redi mix concrete collar = \$2800 X 10% mark up = \$3080.00



Total Costs

Work was completed for an additional \$8,580.00 (Eight thousand five hundred eighty and no cents dollars)

Exclusions/Clarifications/Notes

Crew time and materials of paused production, investigation of pipe discovery, and connection to new drainage pipe only.

Sincerely,

Kyle Whaley

Kyle Whaley

Gerke Excavating, Inc

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.