

QUOTATION COVER LETTER



MILESTONE MATERIALS

A Division of Mathy Construction Co.

**920 10th Ave North
Onalaska, WI 54650**

Phone: (608) 783-6411

Fax: (608) 779-9182

**From: Brandon Lende
(608) 779-6326 Office
(608) 799-1662 Cell**

Brandon.Lende@MilestoneMaterials.com

Date: Monday, March 20, 2017

To: City of La Crosse

Attention: Brandon Shea

Fax Number: sheab@cityoflacrosse.org

Number of Pages: 3 Including Cover

Comments:

Quote for BL-2017-0041 City of La Crosse Boulders on Hood St., Hood Street and Marco Drive, La Crosse, WI

**No product for this project will be produced until a signed copy of this quotation has been returned to
Milestone Materials.**



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Onalaska, WI 54650

PROPOSAL/CONTRACT
PHONE: (608) 783-6411
FAX: (608) 779-9182

PROPOSAL NUMBER:	BL-2017-0041
DATE:	3/20/2017
ATTN:	Brandon Shea
PHONE:	608-789-7507
FAX:	sheab@cityoflacrosse.org
CELL:	608-792-6066
EMPLOYER FEDERAL ID OR SOCIAL SECURITY NUMBER:	

Project Name: City of La Crosse Boulders on Hood St.
To: City of La Crosse
2000 Marco Drive
La Crosse, WI 54601

STATE PROJECT ID: STATE: WI COUNTY: La Crosse
FEDERAL PROJECT ID:
JOB DESCRIPTION: Boulder Delivery
JOB LOCATION: Hood Street and Marco Drive, La Crosse, WI

(LOCATION INFORMATION)		Material Description	Approx. Quantity	Unit Ton / CY	Material Price	Delivery Charges		Extended Unit Price/Ton
Site # / Location	Product #					Subject To Paragraph #14	Freight	
116 - Waldenberger	1030	ROCK BOULDERS (36-48"UP)	150	Ton	\$ 50.00	Matl.+ Freight	\$ 11.11	\$ 9,166.50
								\$ -
								\$ -
MUST PROVIDE 30 DAY LEAD TIME BEFORE ANY DELIVERIES								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
						Subtotal		\$ 9,166.50
						Sales Tax	5.50%	\$ 504.16
						Total		\$ 9,670.66

*Note: Sales tax NOT included in unit prices.

Notes:
Prices include production QMP only.
Final billing will be based on weigh tickets.
Call ahead for availability
FOB defined as loaded into your truck at the quarry, scaling included
Material will be billed at retail price if a signed copy of quote is not received by our office

Location Address(s):
116 - Waldenberger Quarry: W5440 County Highway S, Holmen, WI

Special Conditions:

No	Bond or Dues included in unit prices
No	Fuel Surcharge applies to this order (See attached index)
No	Winter loading fee shall apply Dec. 15th - Mar. 1st
None	Winter loading fee per ton or per yard.

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Invoices are due and payable on or before the 15th of the month following month issued. Past due invoices are subject to 1.5% per month late payment charge.

THIS PROPOSAL IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ACCOMPANYING THIS PROPOSAL.

ACCEPTED:

MILESTONE MATERIALS, A Division of Mathy Construction Company

_____ (Purchaser)

_____ (Seller)

By: _____

By: **Brandon Lende**

Title: _____

Title: **Area Manager**

Date: _____

Date: **3/20/2017**

This proposal may be withdrawn by SELLER if not accepted within 15 days of the date above and/or at any time before performance of the work hereunder upon SELLER'S determination that PURCHASER is not creditworthy.

"EEO/AA Employer"

ADDITIONAL TERMS AND CONDITIONS

- 1. Notice of Lien Rights.** As required by the Wisconsin Construction Lien Laws, Purchaser hereby notifies Seller that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the Seller, 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 the 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. Purchaser agrees to cooperate with the owner and owner's lender, if any, to see that all potential lien claims are duly paid.
- 2.** Any sales tax, use tax, excise tax or other tax properly assessable on any material, service or transportation charge under this contract will be added to Seller's charge.
- 3.** Purchaser agrees to and shall pay all freight and demurrage charges, and assumes all responsibility for carriers' charges on any shipments made according to Purchaser's instructions and, in such instances, delivery occurs and title passes to Purchaser immediately after the material is loaded into the carrier's equipment at the point of origin of the shipment.
- 4.** All materials furnished under this contract must comply with specifications of the contracting authority as they pertain to the project involved and inspection, if any, shall be made at the plant of Seller prior to shipment. Seller's responsibility for compliance with specifications shall terminate immediately after the material is loaded into the carrier's equipment at the point of origin of the shipment.
- 5.** Railroad weights shall govern all settlements on shipments by rail. Seller's scale weights will apply on all truck and barge sales.
- 6.** Any time the financial condition of the Purchaser becomes impaired or unsatisfactory to the Seller, Seller reserves the right to require (i) payment in advance, or (ii) security or guarantee, acceptable to Seller, that invoices will be paid when due.
- 7.** If Purchaser fails to comply with terms of payment or with any of the other terms of sale, the Seller reserves the right to cancel the unfilled portion of the order, Purchaser remaining liable for all unpaid accounts.
- 8.** In the event suit is brought to collect the purchase price herein, the Purchaser shall pay to the Seller, in addition to the purchase price herein contracted, all attorneys' fees, court costs and expenses in connection with the collection of any indebtedness hereunder.
- 9.** Purchaser agrees to create stockpiles of aggregate equal to 5 days' requirements before operation begins and shall maintain stockpiles of this size during the course of construction, conditioned upon the Seller's ability to ship material at a sufficiently rapid rate to permit this to be done.
- 10.** Purchaser shall give Seller written shipping instructions a reasonable time before shipments are to be made. Seller shall have no liability and Purchaser shall have no right in respect of delay in delivery of material or other performance or for non-performance resulting from Acts of God, wars, riots, strikes, lockouts, accidents at its plants, weather conditions, floods, failures or shortages of power or fuel or other energy, transportation service or equipment failures or shortages or delays, or resulting from any other cause beyond Seller's control.
- 11.** If the Purchaser fails to accept the material within the time agreed, the Seller may extend the time, but shall not be obligated to do so.
- 12.** Purchaser may sublet any or part of any project described herein, provided however he continues to be bound by the obligations of this contract, and he must purchase such materials for the use of the subcontractor. With Seller's prior written permission, this contract may be transferred to the subcontractor.
- 13.** The Seller reserves the right, but shall not be obligated, to furnish material from a shipping point other than the one specified herein but agrees that if a change is made in point of origin, there shall be no increase in the delivered cost to Purchaser.
- 14.** Truck haul rates are based on shortest practical route between Seller's plant and project site. Purchaser is responsible to submit haul roads and lack of submission does not relieve Purchaser of its obligation to pay additional cost when route is set by third party. If the mileage is increased due to detour or other reasons beyond Seller's control, the rate will increase at _____ per ton mile. Purchaser agrees to provide and maintain suitable roadways or approaches to points of delivery, and if adequate and suitable roadways are not available, Seller reserves the right to stop deliveries until this condition is remedied.
- 15.** Notwithstanding paragraph 14 above, any transportation rates and charges quoted are for Purchaser's convenience only and are not guaranteed by Seller. Further, in the event Seller does provide trucks for delivery of purchased materials, Purchaser acknowledges and agrees that the truck quantity or availability of trucks for delivery of materials by Seller is not guaranteed.
- 16.** Unless exempt, in accepting this Contract, Purchaser acknowledges that it shall comply with the applicable requirements of executive order #11246, as amended, the regulations issued by the Secretary of Labor in Title 41 Parts 60-741 (regarding Affirmative Action for the Handicapped), 60-250 (regarding Affirmative Action for Disabled Veterans and Vietnam era Veterans) and Title 41 Part 60 et seq. (regarding Affirmative Action for Minorities and Females) of the code of Federal regulations relating to Equal Employment Opportunity all of which are hereby incorporated by reference. In addition, if federal assistance is being administered by the Federal Highway Administration, Purchaser agrees to comply with the provisions of the Required Contract Provisions Federal-Aid Construction Contracts (Form FHWA-1273) which is attached hereto and fully made a part hereof of this Contract.
- 17.** Where applicable. Purchaser shall be responsible for establishing and maintaining a construction zone, including but not limited to the placement of appropriate signing, barricades, and flagger persons ("Construction Zone") in the area(s) where the subject materials are to be truck spread by Seller ("Construction Zone Obligations"). Purchaser agrees to indemnify and save harmless Seller, its officers, agents, employees, affiliates, parents and subsidiaries, and each of them, from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liability in law or in equity, of every kind and nature whatsoever arising out of or in connection with Purchaser's performance or failure to perform the Construction Zone Obligations.
- 18.** This contract contains the entire agreement between the parties hereto and it nor any part of it may be changed, altered, modified, or limited orally or by any agreement between the parties unless such agreement be expressed in writing and signed by the parties hereto.