

Nasonovs, Jurijs

From: Nasonovs, Jurijs
Sent: Tuesday, February 18, 2020 9:10 AM
To: Lenz, Bernard; Turtenwald, Randy; Gallagher, Matthew
Subject: Kiowa Place Culvert replacement

The quote results are:

1. Gerke - \$162,528.98
2. A1 - \$193,440
3. Pember - \$241,255
4. Haas - \$297,529

With the lowest quote the total price is at \$260,000 and I currently only have \$180,000.
Randy is out until 02/26. I guess we would wait for him to make a decision.

Yuri Nasonovs
Engineer
City of La Crosse, Wisconsin
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CMC HOLMEN PIPE
 120 Union Street
 Holmen, WI 54636
 Phone: 608.526.9318
 Fax: 877-220-9788
 WWW.COUNTYMATERIALS.COM

QUOTATION

BID DATE: Friday, January 31, 2020	TIME:	JOB: 36 706
BID TO: City of LaCrosse	PROJECT: Kiowa Culvert Replacement	
ENGINEER:	LOCATION: LaCrosse WI	
ENG NAME:	CMC-REP: Brett Flick	(608)526-9318
	ALT REP:	

QUANTITY	DESCRIPTION	UNIT PRICE	PRICING
ASTM C-1433 REINFORCED CONCRETE BOX CULVERT			
64.0	12 x 8 Box Culvert Sections	\$1,138.50	LFT \$72,864.00
2	Straight Sloped 1:1 End Sections Length 8'	\$5,325.00	EA \$10,650.00
2	Curb Head 12"x12" by OD of Box w/ Pins	\$350.00	EA \$700.00
2	End Section Toe/Drop Wall	\$1,585.00	EA \$3,170.00
26	Joint Tie Connector	\$60.00	EA \$1,560.00
37	Mastic Joint Material 1/2" x 21'-9" Roll	\$16.00	EA \$592.00
52	Pop-It Lay Hole Plug (42" RCP and Up)	\$2.00	EA \$104.00
2	Filter Fabric 160N 36" x 300' Roll	\$120.00	EA \$240.00

Box Culvert Estimated Total \$89,880.00

This bid is contingent upon successful negotiations of the terms and conditions of the contract for this project, between County Materials Corporation and the General Contractor/Contractor/Subcontractor.

Quantities indicated are estimates only. Rely on you own take-off when bidding this project.
 Unless noted above, customer is responsible for all coatings or admixture requirements
 Freight included for full loads. FOB Jobsite. Truck as near as possible under it's own power. Contractor to unload.
 A Minimum drop charge will apply on any Project with less than full truckload quantities.
 All returns are subject to a 30% restocking charge. Return Freight charges will also be applied.
 Subject to all applicable taxes. Contractor to supply Tax Exempt certificate prior to any product shipment.
 By acceptance, the buyer agrees they will purchase ALL items enumerated herein from CMC in such quantities as are required to complete this project.

CONTRACT: This proposal when signed by the seller and buyer constitutes a binding contract and is made for acceptance within 30 days from the date hereof unless used for bidding purposes, in which case it is for acceptance within 30 days of the awarding of the contract.
 No other contract will be signed unless this quotation and it's terms and conditions are made a part thereof.

County Materials Corporation (CMC) does not guarantee the accuracy of shop drawings or information incorporated into shop drawings. CMC requires customer signature on all shop drawings prior to manufacturing. Upon customer approval of shop drawings, CMC is released from all responsibility for shop drawing errors and/or manufacturing corrections as a result of approved shop drawings. Customer is responsible for all expenses caused by shop drawing inaccuracy including, but not limited to, product replacement. Approval of shop drawings conveys acceptance of the terms, conditions, and responsibilities noted herein.

All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Subject to Attached Terms and Conditions

Seller: County Materials Corporation CMC

 Brett Flick

 Print Name and Title of Authorized buyers rep.

Buyer: _____

 Print Name and Title of Authorized buyers rep.

Signature _____ Date _____

Signature _____ Date _____
 Signature by Buyer acknowledges acceptance of terms and conditions attached

Specify whether project is taxable: Taxable Exempt. Exempt form must be submitted.

PIPE DIVISION TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT

1. **CONTRACT TERMS:** The terms and conditions stated herein, shall constitute the complete and exclusive statement of the terms hereof, shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. If this is a quotation, it shall become an order upon the acceptance of the Buyer, and shall not become binding on the Seller unless and until an acknowledgment, accepting the order, has been mailed to the Buyer by the Seller, at which time the contract formed by such acceptance subsequent to this quotation (or acknowledgment, whichever is applicable) purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing which makes reference to this quotation (or acknowledgment, whichever is applicable), and which has been signed by the party against whom enforcement of such modification or addition is sought. For the purpose of determining the law applicable to this agreement, the agreement shall be deemed to have been executed and performed in the State of Wisconsin.
2. **CREDIT:** Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with the owner, or any other party, and with no right of retention. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made, and in the event Buyer fails to make such payment within fifteen (15) days after such demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all damages resulting from such failure to pay.
3. **INTEREST AND COSTS:** Invoices not paid when due shall bear interest at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate, and Buyer shall pay such interest upon demand, together with reasonable costs of collection (including attorneys' fees and disbursements) incurred after default in payment of the price or interest due thereon whether or not a lawsuit is commenced.
4. **TAXES:** Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the products are not included in the price except as otherwise specified herein. All such taxes are the sole responsibility of the Buyer.
5. **CHANGE ORDERS:** Change orders after receipt of Purchaser's order may necessitate rescheduling estimated delivery date(s) for Purchaser's order. Change orders may result in additional charges for time, labor and materials costs which shall increase the Purchaser's contractual price stated in the Sales Contract/Quotation. Purchaser agrees to bear any additional costs arising out of or resulting from any change order made by Purchaser under the terms and conditions of this contract.
6. **CANCELLATION OF ORDER:** Purchaser shall be responsible for damages to Seller resulting from cancellation by Purchaser of Purchaser's order, including incidental and consequential damages. Seller shall be entitled to all damages incurred in connection with this order, including, without limitation, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
7. **DELIVERY TERMS:** All scheduled delivery dates are approximate and subject to delays caused by civil insurrection, war, fire, strike or other labor disturbances, acts of God, shortages of materials or event beyond Seller's reasonable control, none of which factors or events shall give rise to any liability on the part of Seller, but shall extend the delivery date for a period equivalent to the time lost by reason of all such factors or events. Seller is not liable for any damage resulting from delivery of product on private property or when required to deliver inside the curb line.
8. **FREIGHT ALLOWANCE:** Whether product is delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Purchaser will pay such increase as part of the purchase price together with any additional costs arising out of delivery.
9. **FREIGHT DAMAGE:** For product delivered by common carrier. Purchaser accepts risk of loss upon delivery of the product by Seller to the common carrier, and Purchaser's sole remedy shall be against the common carrier for any loss or damage to the product resulting from shipment. For product delivered by Seller or any of its affiliates, Purchaser shall have the remedy set forth in the "Limited Warranty and Remedy" section hereof, provided Purchaser provides written notice of damage within seven (7) days of the time the product is delivered to destination.
10. **CANCELLATION:** In the event the order is cancelled by Purchaser prior to delivery, or Purchaser otherwise defaults hereunder, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
12. **DESIGN AND INSTALLATION OF PRODUCTS:** Seller shall have no responsibility for the design of the products, or the installation of the products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the products are not properly designed or installed.
13. **BACK CHARGES/DAMAGES:** Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless authorized in writing by Seller prior to those charges being incurred.
14. **LIMITED WARRANTY AND REMEDY:** Product manufactured and provided by Seller hereunder is subject to a limited warranty for thirty (30) days and further warrants that the products conform, or exceed, subject to reasonable variance in accordance with normal industry practice, with the applicable ASTM Standard/Specifications. Any defects in the product caused by the workmanship of Seller will be repaired or replaced by Seller, as determined by Seller in its sole discretion at no cost to Purchaser, if Purchaser provides written notice to Seller within seven (7) days of discovery of such defect. If Purchaser fails to provide timely written notice of defect within the warranty period, Purchaser shall be barred from the remedy as allowed herein. Costs of return or redelivery of defective product, labor, removal and reinstallation charges are not included in the remedy and shall be borne by Purchaser. The foregoing remedy is Purchaser's sole and exclusive remedy in connection with the product and is expressly made in substitution of any and all remedies provided at law or in equity, including under the uniform commercial code as enacted in Wisconsin or elsewhere. Under no circumstances shall Seller be liable for liquidated, special, indirect, or consequential damages of any nature whatsoever. Further, the foregoing limited warranty and sole remedy run only in favor of the original Purchaser and may not be assigned or otherwise transferred. The above warranty assumes proper use, handling, and maintenance of product. A defect in product arising from improper use, handling, or maintenance of the product shall not be the responsibility of Seller and shall void the foregoing warranty and remedy. Except as set forth herein, no other warranty (whether express, implied, or statutory) is made by Seller. **THE EXPRESS WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER SUCH WARRANTIES OR GUARANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER. NO PERSON OR PERSONS HAVE AUTHORITY TO MAKE ANY ADDITIONAL REPRESENTATIONS OR PROMISES ON BEHALF OF SELLER OR TO MODIFY THE TERMS OR LIMITATION OF THE ABOVE WRITTEN LIMITED WARRANTY.**
15. **CHOICE OF LAW FORUM:** Any action arising out of or related to the transactions contemplated by this Sales Contract/Quotation shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Marathon County Circuit Court located in Wausau, Wisconsin, without a jury and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.
16. **SEVERABILITY AND WAIVER:** If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.
17. **CLERICAL ERRORS:** Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this agreement.
18. **FAILURE BY SELLER:** If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the materials without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Purchaser (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Purchaser may elect to terminate Purchaser's continuing obligations under this agreement. If Purchaser elects to terminate the Purchaser's obligations hereunder, Purchaser shall be entitled to the return of all deposit money paid to Seller in connection with this agreement. Termination of the agreement and return of deposit money are intended to be Purchaser's sole and exclusive remedy in the event of a failure to comply or abandonment by Seller.
19. **SIGNATURE:** Either party may evidence execution of this agreement by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This agreement further may be signed in counterparts, each of which shall be part of this agreement.
20. **INSPECTION AND TESTING:** All charges for inspections or tests not regularly furnished by the Seller are for the Buyer's account, and subject to prior agreement as to the nature, extent, and charges for such inspections or tests.
21. **SHIPMENT:** Seller shall ship the products as noted on the face hereof, with freight allowed. The construction and maintenance of access roads shall be done by Buyer for his account. Access roads to the jobsite shall be constructed in such a manner as to allow trucks to move freely under their own power and only to the nearest accessible point on the project site, without risk of damage to products, equipment and trucks. Seller shall have the right to charge the Buyer the sum of \$90.00 per hour of unloading time in excess of one hour, and Buyer shall pay such charge upon demand.
22. **DELAYS:** Seller shall be reimbursed by Buyer for all expenses incurred by Seller which arise out of delays caused by the Buyer, including but not limited to the failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc.
23. **TITLE:** Title to the products, and all risks of loss, shortage, damage, destruction, delay, etc., shall pass to the Buyer upon delivery to the carrier, but title and such risks with respect to products delivered by trucks owned or leased by the Seller shall not pass until delivery to the Buyer, which shall occur at the time such trucks reach the point described in Paragraph 21 hereof, or at such other point as may be designated by the Buyer.
24. **CLAIMS FOR LOSS ETC.:** All claims for damage, shortage, etc. to products delivered by trucks owned or leased by the Seller shall be made at the time such products are unloaded, and no such claim shall be allowed unless a notation of damage, shortage, etc. is made on the delivery receipt for the products to which such claim applies. All claims for damage, shortage, etc. to products not delivered by trucks owned or leased by the Seller shall be made solely against the carrier. In no event shall the Buyer's rights against the Seller for damage, shortage, etc. exceed its rights for breach of warranty as set forth herein.
25. **INDEMNITY:** The Buyer shall save and hold the Seller harmless from all losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees of whatever nature and however arising or incurred because of or incident to the products after the passing of title to the Buyer, or the use, possession, operation, maintenance, storage, or handling or the alleged use, possession, operation, maintenance, storage, or handling thereof after such time.
26. **RETURNS:** No product shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Purchaser shall return the product in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned product. Special orders are non-returnable.
27. **ACTIONS:** No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.
28. **CAUTION:** Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.