



# PROPOSAL

Chris Shaw  
 City of Appleton  
 2281 Manitowoc Road  
 Menasha, WI 54952

Dated: 1/26/2018

Bid No.: 679

Phone: 920-832-2362 Fax: primfax Email: [chris.shaw@appleton.org](mailto:chris.shaw@appleton.org)

RE: Appleton WTF - Concrete Expansion Joint

The undersigned, having familiarized myself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

<b>BASE BID</b>	Thirty Thousand One Hundred Fifty and 00/100 Dollars.	\$30,150.00
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We base our price on plan details provided by CH2M. Essentially, removing a 3'-0" wide by 10'-0" high by 8" thick concrete wall section in the Membrane Feed Wetwell and installing an expansion joint in the wall as detailed. In addition, we will sawcut an opening in the concrete floor 24"x36" which will provide access for sawcutting equipment and pouring the concrete wall below. The opening will be restored in-kind.

**At minimum we exclude the following:**

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax has been excluded for all tangible materials that are incorporated in the project. A Waste Treatment Facility or Pollution Abatement Plant & Equipment is exempt under s. 77.54(26) Wis. Stats.

**Owner Responsibilities:**

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.

**Clarifications:**

- Quality Control. We will take three cylinders for each of the two concrete pours for compressive testing.
- After the concrete achieves 4,000 psi strength, we'll water test the joints by filling the backside of the wall with water and doing an observation test.
- Concrete mix design will be the same as the original contract, with high-early cement and water reducer added.
- We understand the owners need to minimize the downtime for the Membrane Feed Wetwell. We will remain on site until the work is completed, with the exception of the concrete cure time. Once the concrete reaches required strength, we'll return for water testing.

**Payment Terms:** Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, a maximum of 5% can be withheld. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.



**Schedule:** Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed and will be completed in approximately 5 calendar days. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

**Changed Conditions / Contract Adjustment Rates:** If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable and project completion schedule adjustment to compensate for such changed conditions. Extra costs will be executed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual additional costs required to complete the work under the circumstances. Rates for time & material cost plus proposals are available upon request.

**Contract Cancellation:** Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

**Limited Warranty:** Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staabs option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any such work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improperly repaired or altered, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, and any unauthorized disassembly or rework by others will void all warranty claims.

**Sales & Use Tax:** Sales & use tax for this proposal has been excluded as part of the project price to the subject buyer. If this proposal is tax exempt, a transferable tax exemption status & form is required, which will be transferable to our subcontractors and vendors. If project exemption does not apply, please add the appropriate tax value referenced in the pricing table above.

**Contracts:** Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives a project "Notice of Award". At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

**Insurance:** Owner agrees to carry property insurance (Builders Risk) upon the entire work at the site in the amount of the full replacement cost. Staab Construction will maintain liability, automobile, and workman's compensation insurance.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS 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 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 ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

**STAAB CONSTRUCTION CORPORATION**



Leon Haffenbredl

Project Manager lhaffenbredl@staabco.com

**ACCEPTANCE OF PROPOSAL -**

The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

2/21/18

Chris Shaw, Appleton Utilities Director

(Printed name and title)

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR

Municipal & Industrial

*The Contractor of Choice Improving Tomorrow's Environment*

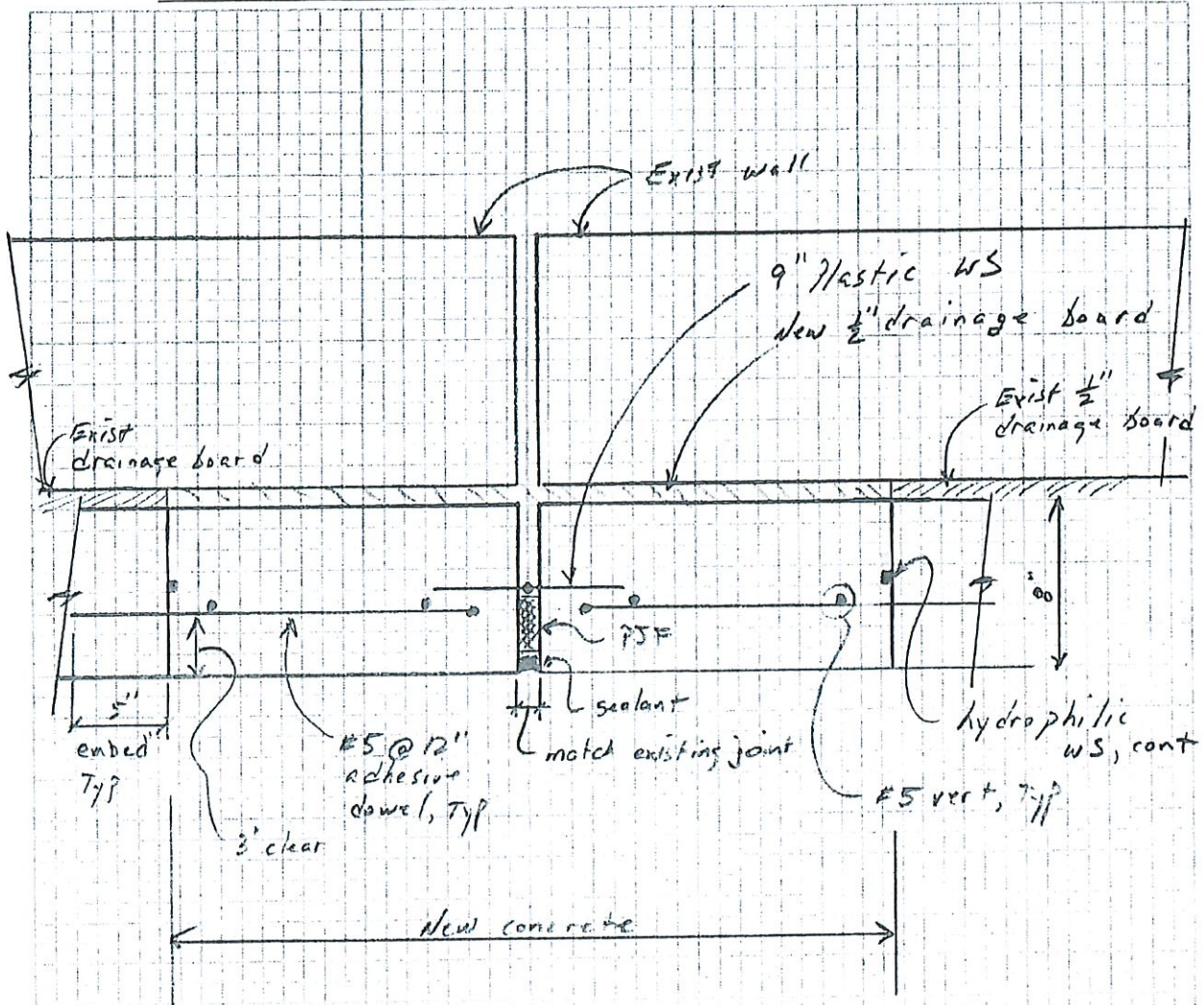












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