
BUDGET PROPOSAL

Submitted To: FJ Robers, Co.
Attn: John Noyes**Date:** February 23, 2021**Architect:** N/A**Job Name:** Salt Storage**Date of Plans:** N/A**Job Location:** La Crosse, WI

We propose to provide design/build services to construct a 45,000 SF salt storage facility in La Crosse, WI. We have anticipated the state of Wisconsin to accept Appendix 'C' of the current code using Group U occupancy.

Work is to include the following:**1. General Conditions**

- a. Architectural/Structural design with state of Wisconsin DSPS review fees.
- b. Town of Campbell building permit fees.
- c. Safety/Signage.
- d. Building layout.

2. Earthwork

- a. Sawcut asphalt for new concrete footings.
- b. Excavate and remove material for new concrete footings, excavated material to remain on site.
- c. Provide 45,000 SF of 4" asphalt paving over 12" base course; remove 16" ± of existing material in preparation for new asphalt.

3. Cast-In-Place Concrete

- a. Form and pour 766 LF of 8'-3" x 12" continuous footing with six (6) #6 bars of continuous top and bottom and a #6 bar and 18" o.c. transverse top and bottom.
- b. Form and pour 766 LF of 14" x 8'-0" foundation wall with #6 bars at 12" on-center horizontal and 16" o.c. vertical.
Note: we have not figured any epoxy coated rebar in the foundations.
- c. Form and pour twenty-nine (29) footing pads measuring 5'-0" x 5'-0" x 12" with five (5) #6 bar each way.
- d. Form and pour twenty-nine (29) 24" 38" concrete piers with thirteen (13) #6 bars vertically.

4. Pre-Engineered Metal Building

- a. Provide a 150' wide by 300' long metal building with an eave height of 22'-0" (above the 8' foundation walls) with the following specifications:
 - i. Roof pitch to be 2 : 12 for a center ridge height of 42'-6".
 - ii. Hot dipped galvanized main frames.
 - iii. Pre-galvanized secondary girts and purlins.
 - iv. Exposed fastener galvanized roof – no insulation.
 - v. Exposed fastener galvanized wall panels – no insulation.
 - vi. One (1) open end wall.

Items not included in the Proposal:

1. Builder's risk insurance.
2. Performance and payment bonds.
3. Private utility locates.
4. Weekend/Overtime hours.
5. Covering over the interior of the foundation wall.
6. Epoxy coated rebar.
7. Pipe bollards.
8. Foundations for conveyors.
9. Gutters.
10. Snow guards.
11. Wall/Roof insulation.
12. Electrical.
13. Overhead/Service doors.
14. Translucent panels.

** Please Note: Due to the current volatile material market, Wieser Brothers reserves the right to requote if this proposal is not accepted within 7 business days.*

PROPOSAL TOTAL: \$1,450,000.00



The attached "TERMS AND CONDITIONS" are part of this proposal and are hereby made part of the agreement between the parties.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

One Million Four Hundred Fifty Thousand Dollars and Zero Cents (\$1,450,000.00)

Monthly Progress Payments Based Upon Work Completed. Terms net 10 days.

1 1/2% Service Charge On Balances 30 Days Past Due (18% Per Annum). Minimum Service Charge \$2.50.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____

Title: Project Manager _____

Note: This proposal may be withdrawn by Wieser Brothers if not accepted within 20 business days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance _____

Bank Release Authorization - I authorize the Bank to release financial and credit information about my accounts and loan arrangements to Wieser Brothers General Contractor, Inc, 200 Twilite Street, La Crescent, MN 55947

Bank Name _____

Address _____

Contact Name _____ Telephone _____

Signature _____ Date _____



TERMS & CONDITIONS

The following terms and conditions are incorporated as part of the attached contract:

1. This contract is subject to and superseded by any terms in a written contract between Wieser Brothers General Contractor, Inc. and owner, which is entered into subsequent to the execution hereof, which terms are in conflict with the terms of this contract.
2. Wieser Brothers General Contractor, Inc. shall complete the work in accordance with the schedule, if any, as set forth in the attached contract. Notwithstanding, if work is delayed as a result of weather conditions, fire, archaeological discoveries, transportation delays, change orders, acts of neglect by owner, unavoidable casualties and any other causes beyond the control of Wieser Brothers General Contractor, Inc. then upon such event, the completion date shall be extended as is reasonably necessary. Wieser Brothers General Contractor, Inc. is not responsible for any cost incurred from these delays.
3. The owner is entitled to receive written lien waivers from all contractors, subcontractors, and material suppliers at the time of or prior to the time partial or final payment is made. Wieser Brothers General Contractor, Inc. will pay all subcontractors and material suppliers and obtain appropriate lien waivers.
4. Wieser Brothers General Contractor, Inc. shall obtain worker's compensation, public liability and casualty insurance coverage, as required by law. **Owner is responsible for builders risk insurance. Wieser Brothers General Contractor, Inc. shall be named as an Additional Named Insured on the Owner's policy.**
5. If the owner fails to make any payment due under the contract, Wieser Brothers General Contractor, Inc. may cease work without breach, pending payment of resolutions of a dispute.
6. Wieser Brothers General Contractor, Inc. may, in its sole discretion, submit any dispute arising or related to this contract or to the work or materials provided, to arbitration, in accordance with the American Arbitration Association Construction Industry Arbitration Rules. The decision of any arbitrator shall be binding upon the parties, and judgment may be awarded thereon. The arbitrators shall apply the common law and statutory laws in the state in which the work was performed in rendering a decision.
7. All manufacturers' warranties on materials provided are assigned to owner and copies thereof will be provided by Wieser Brothers General Contractor, Inc.
8. Contractor shall not be liable to any person or entity for any loss or damage being the result of or in any way related to the loss of use of the building caused by Fungus; any remediation of Fungus, including, but not limited to, the cost to remove the Fungus from the building or to repair, restore or replace any or all portions of the building, or to tear out and replace any part of the building or other property as needed to gain access to the Fungus; or the cost of any testing or monitoring of air or property to confirm the type, absence, presence, or level of Fungus, whether performed prior to, during or after removal, repair, restoration or replacement of the building. The term "Fungus" as used herein shall be defined as meaning any type or form of Fungus, including mold, mildew, mycotoxins, spores, scents, or by-products produced or released by fungi.
9. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Wieser Brothers shall be entitled to rely on the accuracy of the information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
10. YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO *WIESER BROTHERS GENERAL CONTRACTOR, INC.*, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. YOU WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVED TO YOUR MORTGAGE LENDER, IF ANY. WIESER BROTHERS GENERAL CONTRACTOR, INC. AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE PAID IN FULL.
11. Owner shall grant Wieser Brothers clear access, free of ice and snow, to work areas during normal working hours for workers, parked vehicles, delivery and storage of materials, equipment and rubbish and holds Wieser Brothers harmless from damage or injury that may result. Owner will be charged additional fees for using dumpsters without prior approval. Wieser Brothers takes reasonable effort to remove construction debris; Owner holds Wieser Brothers harmless from any damage or injury caused by any remaining debris. Owner agrees to provide electric, water and other utilities at no cost to Wieser Brothers. Owner is responsible for identification of all underground utilities before Work begins and holds Wieser Brothers harmless from any damage or injury resulting from Owner's failure to do so. Excess construction material remains the property of Wieser Brothers.
12. Owner and Wieser Brothers agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Wieser Brothers agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

