



PROPOSAL #107958

Date: October 9, 2024

Submitted to:

City of Manitowoc
Attention: Curtis Hall
920-686-3061
chall@manitowoc.org

Project:

City of Manitowoc
Zoo Barn to Pond

We hereby submit specifications and estimates for the following work and material as listed.

Elexco to:

- Elexco will have all public (registered) utilities located prior to start of work. Owner shall have any private (unregistered) underground lines on site marked. Elexco will not be responsible for any unmarked lines.
- Vacuum excavate around meter pedestal to expose power service.
- Hand dig around outlet post near pond to expose service and stub up conduit.
- Supply and install approximately 140 feet of 1" schedule 40 electrical rated HDPE via directional bore from northwest corner of zoo barn to pond area.
- Trench/hydrovac approximately 40 feet from northwest corner of zoo barn to meter pedestal. Backfill with existing spoils and stone.
- Stub up 1" HDPE each end for electrician to convert to PVC. Elexco to supply (2) 1" weather-tight Shur-Lok adapters for electrician to convert PVC to HDPE.
- Concrete around meter pedestal to be sawcut and removed by City of Manitowoc prior to Elexco's arrival to site. Concrete replacement by City of Manitowoc.
- All private locates to be completed by others prior to Elexco's arrival to site.
- No restoration included.
- No cobble or solid rock boring included. If encountered, cobble to be billed at \$28/ft additional, and solid rock at \$65/ft.

TOTAL: \$2,850.00

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423 E. BRONSON ROAD SEYMOUR, WI 54165

Initials _____

Utility Locating and Barricades. All barricades will be responsibility of owner unless otherwise detailed in the scope of work. Elexco Inc. will have all public (registered) utilities located prior to start of work. ***Owner shall have any private (unregistered) underground lines on site marked 72 hours prior to installation.*** Elexco will not be responsible for any unmarked utility lines. Unless otherwise included in scope, Elexco is not responsible for erosion control measures and conditions.

Payment Terms and Work Delay. We hereby propose to furnish labor and materials-complete with the above specifications, for the pricing listed above. Terms will be net 30, and no retainage will be withheld on the payments. In the event the undersigned defaults in payment, undersigned shall be liable for all collection costs incurred by Elexco Inc. including, but not limited to, attorney and collection agency fees. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any legal proceedings initiated in connection with this agreement shall be brought in a forum consisting of either the United States District Court for the Eastern District of Wisconsin, located in Green Bay, WI, or in the Circuit Court for Outagamie County, WI. Elexco Inc. is not responsible for lost time, breakdown or loss of production or other consequential damages due to acts beyond reasonable control of Elexco Inc. including without limitation fire, flood, earthquake, or acts of God. The General Contractor will indemnify Elexco Inc. from all cost, damages, claims, and lawsuits resulting from General Contractor's failure to meet its' obligation on this contract.

Obstructions. This proposal does not allow for unforeseen excessive water, rock, or frost ground conditions. Such conditions will result in extra charges assessed on a time and material basis, plus an administrative fee. Protection of trees, shrubs and landscaping including the root structure is the responsibility of the owner unless otherwise specified in scope of work. All vegetation designated as "saved" must be clearly marked by the owner 72 hours prior to work commencement. Obstructions that will hinder site access are to be removed or relocated by the owner, unless specified in the above scope. If installation by boring method fails due to unsuitable ground conditions, Elexco will be reimbursed for costs incurred.

Changes to Scope. All work to be completed in a workman like manner according to standard industry practices. Any requests for alterations or deviations from the above scope and specifications are executed only upon written orders and may result in an extra charge over and above this proposal. When boring is the selected method of installation, soil conditions can adversely affect the success of the installation. Should installation fail the owner is responsible for labor, equipment and materials utilized during the boring attempt. Alternate methods will be estimated and initiate a change directive and order to commence.

Site Ready Authorization and Delays. This agreement assumes a workplace free from interference and is performance driven. Delays caused by strikes, accidents, or labor related issues that are beyond our control are responsibility of the customer. Weather delays are not the responsibility of Elexco or the customer, but rather a risk of doing business for both parties. When delays are caused by inclimate weather neither party shall suffer penalty. Should Elexco mobilize to commence work and find that site is not ready a remobilization and labor fee will be billed as an addition to this proposal. Labor time starts upon arrival at project site, machine and non-machine time is tracked separately

Acceptance. This proposal is subject to acceptance within 10 days of the date of issuance and will become invalid thereafter unless an extension is mutually agreed upon. When accepted this agreement constitutes the entire understanding between the parties and no prior writings or discussions shall be of any force or effect.

Sincerely,
Jeff Seidl
Mitch Dorn

ACCEPTANCE OF PROPOSAL #107958

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

ACCEPTED:

Authorized Signature _____ DATE: _____

Authorized Signature _____ DATE: _____