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Proposal Contract

Quality is our Foundation

To: Richland County
ATTN: Barbara Scott

Date: 12-4-2020

Job Name and Location: Richland County Courthouse

Phone: 608-649-5922

Anticipated Start Date: December 2020

Fax: 608-647-6611

Anticipated Completion Date: February 2020

E-Mail: Barbara.scott@co.richland.wi.us

We propose to furnish labor, materials and equipment to accomplish the following specific items of work in accordance with site visit, email from Barbara Scott on 12-3-2020 and in accordance with bid documents provided. We include the following items:

- General Requirements including Supervision, Equipment and Debris Disposal
- (1) 8' long credenza comprised of several custom made base cabinets and one countertop. All finished surfaces are to be plastic laminate material. This credenza will be built so as to accept equipment racks from Marco
- Removal of one projector screen and patching of wall surface behind screen including painting of patch only.
- Cut 200 lf of floor trench into concrete and wood floor system to enable installation of conduit below finish floor. Trench will be patched back in with plywood and no finish flooring. No concrete will be installed.
- Supply and install conduit per email on 12-3-20 from Barbara Scott. Total of 300 lf of conduit of which much will be used by low voltage contractor (low voltage work is not part of this project or this Proposal scope)
- Supply and install outlets per email on 12-3-20 from Barbara Scott and also provide power to two devices.
- Construct (1) chase using steel studs and drywall for conduit. Chase will be from floor to ceiling in jury room.

Proposed Price : \$17,570

NOTE: We exclude any low voltage work other than conduit installation. We exclude any AV work. We exclude any plumbing or hvac work. We exclude any temporary protection. We exclude any bid bond or performance or payment bond. We exclude anything not specifically stated above.

Note: This proposal does not include anything not specifically stated herein. This proposal covers only those items included above, any change in the intended scope of work outlined here, or any additional work items will be handled as a change and may result in additional cost.

Payments to be made as follows:

Partial Payments as Work Progresses / Net 20 Days

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications, requested by Customer, involving extra cost, will be executed and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, Acts of God or other delays beyond our control. Customer is to carry builder's risk, fire, tornado, and other necessary insurances. Our workers are fully covered by Worker's Compensation insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Bachmann Authorized Signature _____

Chris Quandt, Senior Project Manager, Bachmann Construction Company, Inc. [the "Contractor"]

ACCEPTANCE OF PROPOSAL

The within price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The individual signing below personally guarantees performance of this contract on behalf of the Customer.

Attachment "A" Includes Additional Terms and Conditions binding upon Customer as part of this contract. ***Please Read It.***

Date of Acceptance: _____

Signature (For Customer): _____

Signature (For Customer): _____

IF THIS IS A TENANT IMPROVEMENT, BACHMANN CONSTRUCTION COMPANY, INC. REQUIRES DIRECT AUTHORITY FROM THE OWNER OF THE PROPERTY, IN THE FORM SET FORTH BELOW, BEFORE PROCEEDING:

I hereby acknowledge receipt of a copy of this contract and acknowledge that my tenant, signing above has my authority as owner of the property to contract for these alterations and/or improvements to my property. I understand that I am not obligated to pay for such alterations or improvements, but in the event of nonpayment by my tenant, I understand the property involved may be subject to lien for amounts due.

Signature of Property Owner: _____ Date: _____

ATTACHMENT A

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BACHMANN CONSTRUCTION CO., INC. [BACHMANN], HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO BACHMANN, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 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 SUCH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. BACHMANN AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID

ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. **FINAL CONTRACT:** WHEN ACCEPTED BY SIGNATURE OR DIRECTION TO PROCEED, THE DOCUMENT/PROPOSAL WHICH INCLUDES THIS ATTACHMENT A BECOMES THE PARTIES' FULL, FINAL AND ONLY CONTRACT. [THE "AGREEMENT"] ANY ORAL REPRESENTATIONS MADE DURING PRIOR NEGOTIATIONS AND NOT EMBODIED IN THIS AGREEMENT ARE NOT INTENDED TO BE PART OF THIS AGREEMENT, CAN NO LONGER BE RELIED ON AND ARE NOT BINDING. PROVISIONS IN THIS ATTACHMENT CONTROL OVER, AND SUPERCEED, ANY INCONSISTANT PROVISIONS IN THE FORM CONTRACT TO WHICH IT IS ATTACHED AND MADE PART OF. THIS AGREEMENT IS NOT ASSIGNABLE BY OWNER WITHOUT WRITTEN APPROVAL OF BACHMANN.
2. **STANDARD EXCLUSIONS:** Unless specifically included elsewhere herein, this Agreement does *not* include *labor or materials* for the following work (any Exclusions in this paragraph which have been lined out and initialed by the parties do not apply to this Agreement): Removal and disposal of any materials containing asbestos or any other hazardous material as defined by the EPA. Custom milling of any wood for use in project. Moving Owner's property around the site. Labor or materials required to repair or replace any Owner-supplied materials. Repair of concealed underground utilities not located on prints or physically staked out by Owner which are damaged during construction. Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines). Final construction cleaning (BACHMANN will leave site in "broom swept" condition). Landscaping and irrigation work of any kind. Temporary sanitation, power, or fencing, correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Removal and replacement of existing rot or insect infestation.
3. **CHANGE ORDERS:** Every oral or written direction of the Owner or the Owner's authorized agent, if it entails additional time or expense not part of the original Agreement, shall be handled as a change order. Change orders shall be reduced to writing by BACHMANN, and signed by the Owner or the Owner's authorized agent. The Work, as modified by the Owner or the Owner's agent's directions, may proceed at the discretion of the BACHMANN. Unless Owner or the Owner's authorized agent objects, in writing, to a written change order within five (5) days of presentation by BACHMANN, including both a written explanation of the reasons for the objection and a written statement of the amount the Owner believes is reasonably related to the directed changes, the BACHMANN change order shall be deemed accepted, whether or not signed by the Owner or the Owner's authorized agent, and the Owner shall be bound by it, all objections having been waived. Owner shall be responsible for such additional cost or delay as may reasonably relate to such directed or required changes.
4. **PRE-EXISTING CONDITIONS:** With respect to remodeling and repair work, BACHMANN provides no warranty as to pre-existing conditions not altered by BACHMANN's work. Owner agrees to fully indemnify and hold harmless BACHMANN and BACHMANN'S sub-contractors (if any) in the event that such pre-existing conditions

(including the work of earlier subcontractors) should result in loss, liability, litigation or damages to the work installed under this contract.

5. **CONCEALED CONDITIONS:** This Agreement is based solely on the observations BACHMANN was able to make of the structure or property in its current condition at the time of inspection for bidding. If Concealed Conditions are discovered once work has commenced which were *not* visible or anticipated at the time this proposal was bid, BACHMANN may stop work and point out these unforeseen conditions to Owner so that Owner and BACHMANN can execute a Change Order for any Additional Work. If Owner or the Owner's agent directs the work to proceed, fails to promptly respond to BACHMANN, or the additional work is required to complete the originally contracted for work, the additional work may proceed at BACHMANN's discretion. The Owner shall be responsible for the additional cost or delay as may reasonably relate to the unforeseen conditions.
6. **CHANGES REQUIRED BY PLAN CHECKERS, FIELD INSPECTORS, OR ARCHITECT'S ERROR:** Any increase in the Work which is required by plan checkers or field inspectors with city, county, or state zoning/environmental/ building/planning departments or agencies, or as the result of an error or omission in the Architects plans or specifications, will be treated as additional work to this Agreement for which BACHMANN may issue a Change Order and Owner shall be responsible.
7. **DELAYED PAYMENT PENALTIES:** Penalty interest charges will be applied on the entire account balance when there are Late Payments under this Agreement. Penalty interest accrues at the rate of 1 ½ % per month on the outstanding balance, from date of invoice. Advance payment for materials to be stockpiled on site and progress payments may be required and invoiced. Credit is not being extended under this Agreement. Failure to timely pay BACHMANN is a material breach of this Agreement. All payments on this obligation, or any resulting judgment, will be applied first to costs accrued under ¶8 below, if any, next to accrued interest, and the balance to principal. The obligations of this paragraph shall continue to apply until actual payment in full, notwithstanding the reduction to judgment of the underlying obligation. If at any time during performance of this contract, in the sole judgment of BACHMANN, the financial condition of the Owner puts payment to BACHMANN at risk, BACHMANN may require full or partial payment in advance or in escrow, regardless of the original terms of payment.
8. **DISPUTE RESOLUTION AND ATTORNEY'S FEES:** Any controversy or claims arising out of or related to this Agreement shall be resolved in the state courts of the state of Wisconsin. The prevailing party in such proceeding shall be entitled to recover all of their actual costs of the action and any appeal, without proration by issues or claims, including payment of their reasonable actual (a) attorney's fees, (b) expert witness fees, (c) witness expense (including employee time at charge out rates), (d) out of pocket costs, and (e) either litigation related expenses. This Agreement shall be given the broadest, lawful and enforceable scope permissible for the protection of the prevailing party and to make the prevailing party whole of their litigation expenses. The obligations of this paragraph shall continue to apply until actual payment in full, notwithstanding the reduction to judgement of the underlying obligation. **BOTH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY, AND CONSENT TO TRIAL BY COURT.**
9. **LIMITED WARRANTY:** All materials are guaranteed to be as specified. BACHMANN agrees to correct any defective BACHMANN or Sub-contractor supplied labor used for new construction in this project for a period of one year following substantial completion of all work. The Owner's sole remedy for any defect in materials (including labor and supplies necessary to repair or replace defective materials) shall be to the manufacturer's warranty and is strictly with the manufacturer, not with BACHMANN. BACHMANN shall have no obligation to perform under this warranty unless paid in full on this contract and provided actual notice and opportunity to perform the warranty obligations, within the warranty period. Substantial completion is the issuance of an occupancy permit, actual occupancy, or the completion of the work necessary for the premises to serve their intended purpose, whichever comes first. No warranty is provided by BACHMANN on any materials furnished by the Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the BACHMANN (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process).

Repair of the following items is specifically excluded from BACHMANN's warranty: Damages resulting from lack of Owner maintenance; damages resulting from Owner abuse or ordinary wear and tear; deviations that arise such as the minor cracking of concrete, stucco and plaster; minor stress fractures in drywall due to the curing of lumber; warping and deflection of wood; shrinking/cracking of grouts and caulking; fading of paints and finishes exposed to sunlight; damage or movement caused by wind, waves, ice or any combination thereof. These risks are specifically assumed by the Owner as part of this contract.

THE EXPRESSED LIMITED WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONTAINED IN THE CONTRACT FORM ATTACHED. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND PRECLUDES ALL IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. THIS LIMITED WARRANTY CONSTITUTES THE SOLE WARRANTY OF BACHMANN. BACHMANN'S LIABILITY TO OWNER ARISING OUT OF THE SERVICES, PARTS AND MATERIALS SUPPLIED, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY LEGAL THEORY AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATION, OR DEFECTS FROM ANY CAUSE, SHALL BE LIMITED EXCLUSIVELY TO CORRECTING OF THE WORKMANSHIP, AS PROVIDED HEREIN.

- 10. COMMENCEMENT AND COMPLETION:** Unless otherwise specified herein, the start date will be within 30 days of acceptance of this proposal. Unless otherwise specified herein, the completion date will be within 360 days thereafter. If for reasons beyond the direct control of BACHMANN, start or completion is delayed, Owner shall not unreasonably refuse to execute a change order reflecting the delayed start or completion date.
- 11. NO UNINSURED INDEMNIFICATION:** Liability under any contractual indemnification obligation herein shall not exceed the amount received from insurance coverage for payment of such obligation to indemnify.
- 12. TRUST FUNDS:** The Owner, as well as any Contractor or Subcontractor subject to this Agreement, agree that all mortgage and insurance proceeds related to the work to be completed by BACHMANN, or the property such work is performed upon, shall constitute a trust fund in the hands of such Owner, Contractor, Subcontractor or their agent, for the payment pro-rata of all claims due and to become due or owing from BACHMANN, or such other Contractor or Subcontractor, for lienable labor and materials, until all such claims have been paid. The use of any of such moneys by the Owner, Contractor or Subcontractor, or their agent, for any other purpose until all claims, except those which are the subject of a bona fide dispute, have been paid in full, or pro rata in cases of a deficiency, shall constitute theft of any moneys so misappropriated. In case of bona fide dispute, such trust funds as are claimed to be due by BACHMANN shall be retained in trust pending the outcome of the dispute and may be used for no other purpose. Trust funds in the hands of an Owner, Contractor, Subcontractor or their agent, include such proceeds which may be under their control or direction, in whole or in part, including but not limited to, escrow and bank accounts. This provision is in addition to Wis. Stat. §§779.02 and 706.11.

7/25/2016

NOTICE CONCERNING CONSTRUCTION DEFECTS
RESIDENTIAL PROJECTS ONLY

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the CONTRACTOR who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the CONTRACTOR a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

A PDF copy of the “Right-to-Cure” brochure may be found on the Wisconsin Department of Safety and Professional Services Web site:

<http://dsps.wi.gov/Programs/Industry-Services/Industry-Services-Programs/One-and-Two-Family-UDC/One-and-TwoFamily-Dwellings-Uniform-Dwelling-Code-Publications>

Wisconsin “Right to Cure Law”

The “Right to Cure Law” provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the “Right to Cure Law” process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the “Right to Cure Law,” says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the “Right to Cure Law”, and is not a complete description of the law, and is not a substitute for legal representation.

Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the “Right to Cure Law” can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the “Right to Cure Law” process, by the state’s court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor’s Response—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant’s Response—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor’s Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant’s Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

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