

## Forest Landscaping & Construction, Inc.

W8583 Finch Brothers Road  
Lake Mills, Wisconsin 53551  
920-648-8704 (Office)  
866-728-4798 (Fax)  
920-605-6315 (Cell)

**Estimate:** Columbus Utilities Hydrant Replacement  
11/6/2024

**Project Description:** Replace (4) hydrants per Jason L email on 11/6  
Restoration of roadway & landscaping by others  
Material to remain onsite for backfill  
Hydrant extensions or cutting down hydrants not included  
(3) 7.5' bury hydrant & (1) 7' bury hydrant based on gate valve  
depths provided


**Address:** Columbus Utilities  
Attn: Jacob Holbert  
950 Maple Ave  
P.O Box 228  
Columbus, WI 53925

<u>Description</u>	<u># of Items</u>	<u>Cost Per</u>	<u>Total</u>
Hydrant Replacement Only	4 EA	\$8,900.00	\$ 35,600.00

### ALTERNATE

Gate Valve Replacement (if needed)	4 EA	\$3,200.00	\$ 12,800.00
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Please sign and date the bottom of both pages and return by fax, e-mail or regular mail.

  
\_\_\_\_\_ 11/6/2024 \_\_\_\_\_ / /

# Forest Landscaping & Construction, Inc.

W8583 Finch Brothers Road, Lake Mills WI 53551  
Phone 920-648-8704 Fax 866-728-4798

## STANDARD TERMS AND CONDITIONS

The conditions of this proposal will be honored for **30 days**, after that time Forest Landscaping & Construction, Inc. (Forest) reserves the right to adjust the terms of this proposal. All agreements entered through this proposal/contract contingent upon strikes, accidents, or delays beyond our control- Forest reserves the right to adjust the terms of this contract if work is not completed within 14 days of authorization date or if the contract items are not completed within the stated timeframe. Also, within the duration of the contract, Forest reserves the right to pass along operational cost increases that occur prior to construction phase operations.

This proposal shall be incorporated into project contract agreement and shall have precedence in case of conflicting terms in scope, contract conditions, or other stipulations.

Payment requested upon substantial completion of work, although Forest retains the right to bill as work progresses. Finance Charge - 1.5% per month, 18% annually.

Forest will not be responsible for damage to any underground utilities or other concealed conditions if the Owner/Contractor fails to give Forest advance notice of their presence and/or location. Owner/Contractor agrees to indemnify and hold Forest harmless for any loss, expense, or damage resulting from, arising out of, or in any way associated to such condition. Diggers Hotline is responsibility of Forest per WI law.

The Owner/Contractor must authorize any changes to the project conditions requiring additional costs to this contract through a written change order prior to commencement of extra work.

It is understood that the contractor will not assess liquidated damages against Forest without providing documentation that Forest failed to complete contracted work within the agreed allotted time in (contract/schedule) or within allotted contract/schedule extensions.

This proposal includes one (1) mobilization onto the job for each phase of the work (as indicated in the proposal). Additional mobilizations due to circumstances not controlled by Forest (acts or omissions of the Owner/Contractor) will be charged to the Owner/Contractor as noted or indicated by Forest.

Prior to initiating operations for the proposed work, the work of others is to be completed to an extent that it will not in any way conflict or interfere with Forest operations. Owner/Contractor agrees to pay costs of additional mobilizations or reduced productivity attributable to obstructions caused by the incompleteness of other contractor's work, if Forest is directed to begin operations prior to completion of preceding work.

All labor and materials are conclusively accepted as satisfactory unless written exception is submitted to Forest within 7 days of performance.

**WARRANTY.** All materials will meet the specifications set forth in this proposal and all work is to be completed in a workmanlike manner according to standard industry practices. We will, at our option, replace or repair any defects in material or workmanship within one year from the date the work was performed subject to the limits set forth in the preceding paragraph. This warranty is not transferable. **We have made no representations or warranties, other than those contained herein, and we hereby disclaim any and all other express or implied warranties of any kind including but not limited to any implied warranty of merchantability or fitness for a particular purpose.**

Through this agreement the Owner/Contractor assumes all responsibility for, and consequences associated with, securing and complying with all necessary permits required by all regulating agency. Also, through this agreement the Owner/Contractor indemnifies and absolves Forest of any consequences imposed by any regulating agency as a result of these services.

Forest employees are fully covered by Workman's Compensation Insurance. Property owner is required to carry fire, tornado, and any other necessary insurance.

**AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, THE BUILDER(FOREST) HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND/OR MATERIALS FOR CONSTRUCTION ON THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND/OR BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO PRESENT NOTICE OF PENDING LIEN CLAIMS WITHIN 60 DAYS AFTER INITIAL FURNISHING OF LABOR AND MATERIALS FOR CONSTRUCTION. ACCORDINGLY, THE OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD FORWARD A COPY OF EACH NOTICE TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

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Signature of Acceptance/Owner/Agent of Owner

Date

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Printed Name

Position

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**\*\*If proposal is accepted, please return one signed copy and keep one copy for your records. By the above signature, the proposal price for work and terms as described are accepted and Forest Landscaping & Construction, Inc. is granted authorization to begin all necessary operations.\*\***