



Heins Contracting
1930 S Stoughton Road
Madison, WI 53716
Phone: (608) 732-9063

05/29/2025

Company Representative
Kyle Manthe
Phone: (608) 513-4085
kyle@heinscontracting.com

Matt Amundson
The City of Columbus
125 North Dickason Boulevard
Columbus, WI 53925
(920) 623-5908

Job: Matt Amundson

Roofing - Low Slope Section

- Remove existing roofing
- if osb is needed to replace it is \$70 per sheet
- install new fiberboard with 14-16 screws per 4x8 sheet per code over existing taper system
- install new fully adhered 60 mil black epdm or white tpo
- install new perimeter tape
- install new pipe flashing
- haul away all waste
- pull all needed permits
- 30% down due upon sign
- progress payments may be due
- rest to be paid after completion

\$69,820.64

Roofing - Low Slope Section

If taper foam is done on the roof. This is recommended

\$72,833.33

TOTAL

\$142,653.97

Purchaser(s) Acknowledge(s):

- Purchaser(s) acknowledge receipt of a true copy of this contract, acknowledges they have read and know the contents and understands that no other agreements verbal or otherwise are binding on the parties there to and that same contains to the entire contract.
- HOMEOWNER MUST INFORM **BE HEINS CONTRACTING LLC** OF ANY ELECTRICAL OR HVAC WITHIN 4" OF ROOF DECK SURFACE. IF NOT INFORMED, **BE HEINS CONTRACTING LLC** IS NOT RESPONSIBLE FOR DAMAGING ANY UNKNOWN ITEMS/MATERIALS.
- Purchaser(s) agree(s) to pay **BE HEINS CONTRACTING, LLC**, or its assigns, the unpaid balance due on substantial completion to be paid upon all terms and conditions set forth herein including any necessary signatures on documents that may be requested by finance source or assigns to secure this transaction. Balance must be paid in full no later than 10 days after substantial completion. Penalties and/or interest may be applied if failure to pay with said terms.
- **NOTICE OF LIEN RIGHTS:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, **BE HEINS CONTRACTING, LLC**, HEREBY NOTIFIES OWNER(S) THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER(S) LAND MAY HAVE LIEN RIGHTS ON OWNER(S) LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO **BE HEINS CONTRACTING, LLC** ARE

THOSE WHO CONTRACT DIRECTLY WITH THE OWNER(S) OR THOSE WHO GIVE THE OWNER(S) NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER(S) WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD HAVE A COPY OF EACH NOTICE RECEIVED TO THEIR MORTGAGE LENDER, IF ANY. **BE HEINS CONTRACTING, LLC** AGREES TO COOPERATE WITH THE OWNER AND THEIR LENDER, IF ANY. TO SEE WHAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

- **ADDITIONAL WORK:** ALL ADDITIONAL work **NOT** found on initial inspection by **BE HEINS CONTRACTING, LLC** will be ADDED as a **change order** upon homeowners request.
- **SELLER'S LIMITED WARRANTY:** Is as specified and will transfer to the Purchaser(s) all manufacturer's written warranties. **BE HEINS CONTRACTING, LLC** specifically excludes from warranty coverage and accepts no responsibility for: 1.) Defects in appliances and equipment covered by manufacturers warranties; 2.) Items **NOT** installed by **BE HEINS CONTRACTING, LLC** OR its sub-contractors OR provided by their material suppliers; 3.) Special incidental or consequential damages of any sort, such as lighting, gale force winds, tornado, ice dams (thawing and refreezing of ice, water or snow) or any other damage on or below the roof line due to leaks by excessive snow or wind-driven rain, ice or hail or other such manufacturer's warranties are available. **BE HEINS CONTRACTING, LLC** shall provide to Purchaser(s) documentation of all manufacturer's warranties for materials or equipment provided hereunder, to the extent that such manufacturer's warranties are available. **BE HEINS CONTRACTING, LLC SHALL HAVE NO OBLIGATION TO ISSUE WARRANTY WORK UNLESS AND UNTIL FINAL PAYMENT HAS BEEN MADE IN FULL.**
- **ALL SURPLUS MATERIALS ARE THE PROPERTY OF BE HEINS CONTRACTING, LLC.** ALL materials delivered/ordered by **BE HEINS CONTRACTING, LLC** to the Purchaser(s) premises shall be stored and safely kept by the Purchaser(s) and NO rental OR storage charges therefore shall be made or assessed by Purchaser(s). **BE HEINS CONTRACTING, LLC** shall not be liable in any way to the Purchaser(s) for the removal of those materials. **BE HEINS CONTRACTING, LLC IS NOT** responsible for damage caused by building material supplier delivery vehicle, including damage to driveways and/or landscaping. Purchaser(s) will supply electricity to perform all necessary work.
- **BE HEINS CONTRACTING, LLC** will purchase all necessary building permits; perform all work in a workmanlike manner and in accordance with local building specifications.
- **ALL** payments will be made to **BE HEINS CONTRACTING, LLC**. **ALL** estimates/contracts will be cash based. **IF** using credit card as payment method this **MUST** be stated before signing of contract. Contract amount is subject to change IF payment method is approved (Interest rates vary per contract amount and type of card used. Rates start at 3%). Only VISA and MASTERCARD is accepted as a credit card. There is a 1.2% fee on use of a debit card. **BE HEINS CONTRACTING, LLC** has the right to charge a minimum of \$35 for any returned check in addition to amount due. Financing is available to those who qualify.
- During the duration of the work, the client(s) homeowners insurance will be responsible for any interior damage as long as **BE HEINS CONTRACTING, LLC** has taken appropriate action to protect the roof or siding during the repairs.
- **BE HEINS CONTRACTING, LLC** reserves the right to revoke the proposal 20 days from date accepted if materials are not available. **After 10 days BE HEINS CONTRACTING, LLC reserves the right to adjust contract if material prices increase.**
- **ANY** representations, statements, or other communications **NOT** written on this agreement are agreed to be immaterial, and not relied on by either party, and do NOT survive the execution of this contract.
- **FAILURE TO PAY:** If the Purchaser(s) fails to make payments as provided herein, after **ten (10) days** written notice, **BE HEINS CONTRACTING, LLC** may remove all materials installed pursuant to this contract and/or **BE HEINS CONTRACTING, LLC** may charge a **1% monthly interest fee** (not to exceed 12% per year) of **unpaid contract balance** until balance is paid in full.
- **SIGNING OF DOCUMENTS:** If the contract price is to be financed with a lending institution, the Purchaser(s) agrees to sign any and all required documents, including but not limited to any credit application, not a deed of trust. The act of signing shall be done on the lending institution's contract documents and forms. These documents and forms shall merge with and become a part of this contract as though more fully shown on the face thereof.
- **Uncontrollable Delay:** **BE HEINS CONTRACTING, LLC** is not responsible for delay or inability to perform caused by strikes, acts of God, riots, shortages, weather conditions, public authorities or other causes or casualties beyond our control, or due to the Purchaser(s) conduct.
- **HIDDEN CONDITIONS / UTILITIES:** Contractor has prepared their estimate of the Contract Sum without knowledge of any preexisting deficiencies or defects in the building not apparent from a visual inspection of the building. If any such conditions, including without limitation, nail pops, existence of plumbing vent pipes, wood rot, or decking deflection become evident to Contractor after commencement of the work, Contractor shall adjust the Contract Sum for the cost of time and materials accordingly. If owner(s) has knowledge of or suspects such conditions, Owner(s) shall advise Contractor of such conditions prior to Contractor's commencement of the work, so that Contractor can provide Owner(s) with the best possible estimate to the Contract Sum. Contractor shall not be liable for damage to stucco, brick, siding and any reset items such as chipping or breaking the stucco and brick and denting and scratching of siding or windows. Such damage frequently occurs, especially with respect to very steep roofs or where there are rotted or rusted areas. Contractor shall have no liability with respect to any solar panels, satellite dishes or weather instruments located on the building. Owner(s) agrees to coordinate and work to be performed around such solar panels, and weather instruments with a contractor qualified in the repair and/or installation of such devices. Owner(s) agrees to remove or cover all furniture and flooring located under a skylight. Owner shall pay for any utilities used during construction, including electricity. Owner(s) expressly permits Contractor to include photographs, depictions, information on representations regarding the work in Contractor's sales or marketing materials and Contractor may place temporary advertising/marketing signage on the property during the construction of the work.
- **EXPECTATIONS:** The work will cause inconveniences and annoyances. Contractor shall remove debris related to the work and leave the property in a condition reasonably acceptable to Owner(s).
- **Heins Contracting** reserves the right to use photo and video to document before, during, and after the project. These photos and videos may be used for marketing purposes. No content will include any person(s) residing at the project for marketing purposes without permission of said person(s)
- **DEFAULT; RIGHT TO CURE LAW:** This Contract may not be terminated without the consent of both parties, except as expressly set forth in this Contract. If the work shall be stopped for a period in excess of 10 consecutive days by the order of Owner(s), any court or other public authority, Contractor may terminate this Contract. In the event of termination at this Contract for any reason, HOMEOWNER(S) shall pay Contractor for all

work performed through the date of termination, ALL costs relating to restocking charges in the amount of **20%** for materials ordered and **NOT** yet installed, attorneys' fees AND collections costs AND (unless termination is due to a material breach of Contractor) anticipated profit. In no event shall Contractor's liability under this Contract exceed the amount of the Contracted Sum. Except as otherwise expressly permitted in this paragraph, the parties hereto waive all rights to consequential damages arising out of a breach of this Contract. The work performed by Contractor under this Contract, if related to a residence, is subject to the Wisconsin "Right To Cure Law" and, accordingly. Contractor hereby provides the following statutory notice (in which "you" and "your" refers to "Owner"): **WISCONSIN LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO COMPLETED YOUR REMODELING PROJECT OR AGAINST WINDOW OR DOOR SUPPLIERS. FOR EXAMPLE, SECTION 895.07(2) AND (3) OF THE WISCONSIN STATUTES REQUIRES YOU TO DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS THAT YOU ALLEGE ARE DEFECTIVE BEFORE YOU FILE YOUR LAWSUIT, AND YOU MUST PROVIDE CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR, BUT FAILURE TO ACCEPT A REASONABLE OFFER MAY LIMIT YOUR RECOVERABLE DAMAGES. ALL PARTIES ARE BOUND BY APPLICABLE WARRANTY PROVISIONS.**

• **BE HEINS CONTRACTING, LLC** has not investigated for the presence of asbestos or lead-based paint at the subject property. **BE HEINS CONTRACTING, LLC** discloses that remodeling activities can disrupt or dislodge asbestos or lead-based paint and that construction projects where moisture or dampness are present can result in the development of mold or other hazardous conditions. **BE HEINS CONTRACTING, LLC** (and its employees and sub-contractors) are not certified or trained for removal of any toxic or hazardous substances. **BE HEINS CONTRACTING, LLC** has not tested or inspected for the presence of any such materials and disclaims any obligation or responsibility to test for such materials at any time.

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Company Authorized Signature

Date

Customer Signature

Date