

## Proposal

June 24, 2025

To:      Company Name:            Village of Harrison Utilities  
            Project Name:            Side Steel Replacement  
            Owners Name/Contact:    Tom Van Zeeland  
            Address:                    N8722 Lake Park Rd.  
    Menasha, WI 54952  
  
            Phone:                    920-989-1062 Ext. 1  
            Mobile:                   920-850-6864  
            E-MAIL:                   tvanzeeland@harrisonutilities.com  
            Jobsite Address:        N8722 Lake Park Rd.  
    Menasha, WI 54952

From:    Project Executive:        Mitch Beilfuss  
            Mobile:                   920-290-4104  
            E-MAIL:                   mbeilfuss@baylandbuildings.com

### Scope of Services

1. Cut and remove bottom 4' off of existing side steel (approximately 47 LF).
2. Replace base girt as needed.
3. Remove and replace (1) hollow metal door and frame.
4. Install new steel wainscot and trims and overhead door trims.

**TOTAL: \$16,407.00**

### Fee Summary

A bill for services rendered will be submitted monthly for this project. Invoice will be based on the percent complete. Fee covers all labor and materials necessary to perform above work.

### Notes

1. Bayland's labor rate will be charged on a per hour basis for any additional work not listed above at \$76.00/per hour.

### Responsibility of Owner

1. Provide access to property.

### Additional Services

Additional services, if requested in writing by the owner, will be billed according to an agreed upon fee.

### Terms and Conditions

The attached Terms and Conditions are incorporated into the agreement made by acceptance of this proposal.

### Schedule

I can begin work on this project as soon as I receive a signed copy of this agreement. If you have any questions about this proposal or your project, please let me know. I would be happy to meet with you to go over this proposal, project, or my qualifications in detail.

### Special Notes

This proposal is valid for (14) days from the date referenced on page 1 of the proposal.

Due to the volatility in all construction material **pricing and availability, some of** the prices in this contract may be subject to adjustment **due only when caused by reasons of force majeure**. We will use our best efforts to secure the prices utilized to prepare this proposal; however, time is of the essence. If you wish to guarantee that the materials will be purchased at the rates quoted, **Bayland will require adequate financial responsibility within 30 days and receipt of down payment within 10 days of signing this agreement. In some instances, Bayland Buildings, Inc. may be forced to** pre-buy the materials and store **either on or off site to guarantee pricing. In that instance** you will be required to make **Progress Payments in accordance with various Purchase/Subcontract agreements** to cover all **received, plus and any associated markup and delivery expenditures.**

You will be notified in writing of any **unexpected** cost increases and supplied a detailed support of the exact costs of those changes. Bayland Buildings, Inc. will receive no mark up on the increased costs of materials due to **unexpected increases related to** these turbulent economic times. We appreciate your understanding and cooperation in this matter.

Submitted By:

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Mitch Beilfuss | Project Executive                      Date  
Bayland Buildings, Inc.

**"I hereby accept the terms and conditions of this agreement, specifically including the terms set forth on the following page."**

Acceptance By:

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Signature    Date

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Print Name and Title

## TERMS AND CONDITIONS

### WARRANTY

1. We will make any repair, replacement or correction that is determined to be necessary by reason of faulty workmanship or material defects, which appears within one (1) year from occupancy or substantial completion, whichever occurs first. This provision applies to direct work done directly by Bayland Buildings, Inc.
  2. All subcontractor work will provide one (1) year warranty on equipment, materials and labor, as well as the manufacturer's warranty.
  3. Final invoice must be made in full to Bayland Buildings, Inc. for any warranty to be in effect. Warranty will take place starting on the day the final invoice is paid in full.
  4. **Warranty work provided by Subcontractors that the owner has hired and contracted with directly must be coordinated by owner.**
- NOTE:** All concrete will be placed in a professional manner, according to industry standards.
- NOTE:** All concrete will be saw cut or tooled to help control future cracking.
- NOTE:** All exterior concrete is vulnerable to climate due to frost and weather conditions beyond our control.
- NOTE:** Owner must maintain proper drainage around building after work is complete.
- NOTE:** There is no warranty on cracked or popped concrete due to frost, salt or drainage problems due to activities by anyone other than Bayland Buildings.
- NOTE:** **Upon substantial completion owner is responsible for all general building preventative maintenance due to Northern climate's (rain, ice, snow back-up).**
- NOTE:** **The owner is responsible to remove all snow and ice from downspouts and move any snow away from building to prevent damage after substantial completion.**

### PROJECT APPROVAL AND ACCEPTANCE

1. Upon completion of project and prior to final invoicing, our representative will inspect the project with the owner or his/her representative to verify compliance with the proposal/contract and plans.
2. This proposal/contract supersedes all plan documents.

### LIEN RIGHTS

1. "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, 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 WILL RECEIVE NOTICE FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."
2. Governing Law: This agreement shall be governed by the laws of the State of Wisconsin. Except any action for foreclosure, the sole and exclusive venue for any action arising out of the performance or interpretation of this Agreement shall be the Circuit Court of the proposed project's local county.
3. Attorney's Fees: Owner shall be responsible for and shall pay to Bayland Buildings, Inc. any and all costs and expenses, including reasonable attorney's fees, incurred by Bayland Buildings, Inc. with respect to the enforcement of any term or condition set forth in this Agreement. In the event either party to this agreement brings any litigation with respect to this agreement, the prevailing party shall recover from the other party its costs and attorney's fees incurred in enforcing or defending its rights hereunder.
4. **Mutual Employee Non-Solicitation Conditions:**  
Both parties shall obtain and maintain agreements or procedures that impose an obligation of confidence on their employees, contractors, and agents who materially participate in any of the work under this proposal. Such agreements shall contain terms sufficiently for the parties to comply with all provisions of the agreement and to support all grants and assignments of rights and ownership hereunder.  
During the term of this agreement and for a period of two (2) years after the later of the date of this agreement or completion of the project identified under this agreement, each party agrees not to, directly or indirectly, initiate employment discussions with, hire, or use in any way the services of any employee or contractor of the other party. This provision applies to employees and contractors who are no longer employed by Bayland Buildings, Inc. or customer, but were so employed at any time during the terms of this agreement.

### SCHEDULE

1. If there are any major changes to the plans or schedule after the contract is signed and plans have been approved by the State, it will result in additional design and State review fee charges along with material and shipping charges. A delay in project depending on severity of change, anywhere from 30 to 90 days may occur from set schedule. The same terms would apply to sub-contractors hired by the owner if they are not on time or with-in Bayland Buildings, Inc. schedule guideline, additional charges and delays in the schedule may take place. Bayland Buildings, Inc. will make every effort to minimize any such delays.
2. If the contractor is delayed in the process of the work by strikes, fire, or severe weather conditions, unusual materials, transportation delays or other causes beyond his control, the contract schedule may be extended without penalty to the contractor. In such instance, Bayland Buildings, Inc. will notify Owner regarding specifics on delays and will make every effort to minimize any such delays.

### ACCEPTANCE/PROTECTION

1. Owner, by acceptance of this proposal, hereby appoints Bayland Buildings, Inc. through the project appointed employee of Bayland Buildings, Inc. and until the project, is completed, as the owner's agent for purposes of protecting the real estate on which the project is located from unlawful trespass by individuals not authorized by owner or Bayland Buildings, Inc. to enter upon said real estate.
2. Upon occupancy of building by customer, he/she is indicating acceptance of building as substantially complete unless otherwise agreed upon between owner and Bayland Buildings, Inc.

### TERMS OF PAYMENT

1. Our price includes materials, sales tax, freight and labor for above items supplied by or contracted through Bayland Buildings, Inc. only.
2. Payment schedule will be as follows:
  - A. **10% Down payment will be invoiced within (10) days of the date of this proposal.**
  - B. **Monthly progress billings based on percentage of work completed each month.**
  - C. **10% Balance on completion will be invoiced.**
3. **Payments are due net (10) days from date of invoice and final completion payment. Any amount not paid on the due date will bear a service charge at the rate of one (1%) per month until paid (annual percentage rate of 12%).**
4. Contractor reserves the right to suspend work if payments are not made within (10) days. Final payment is required to be received prior to occupancy, which constitutes acceptance, unless prior arrangements are made.
5. Our proposal does not include a cost segregation report for income tax purposes. If one is requested, an additional fee will be charged to the customer.
6. **Proposal is based on (1) mobilization, if Bayland Buildings, Inc. is forced to pull off of site due to owner controlled situations such as failure to secure financing, government or municipal permitting, etc. Remobilization fees and administration costs will be billed out at time & material cost with a 10% overhead markup added to it.**
7. If project is to be put on hold before site construction starts due to financing or for other reasons beyond owner's control. Owner is responsible for any cost incurred to Bayland Buildings, Inc. for state approved drawings, local permits, civil engineered drawings for site construction, structural engineering, and any other costs incurred by Bayland Buildings, Inc. related to this project.