

Wausau Roofing and Siding Co
PO BOX 547
Wausau, WI 54402-0547

Phone: 715-675-1178
Cell: 715-571-9229
www.wausauroofers.com

Roofing Proposal

DATE: 8-2-23

| | |
|---|--|
| CUSTOMER: VILLAGE OF KRONENWETTER | PHONE: 715-693-4200 |
| STREET: 1582 KRONENWETTER DR | JOB NAME: FIRE DEPT BUILDING |
| CITY, STATE, ZIP: KRONENWETTER 54455 | JOB LOCATION: |
| Wausau Roofing and Siding Co. ("Company") hereby submits specifications and cost for: | |

- REMOVE AND DISPOSE OF EXISTING SHINGLES
- INSTALL 7/16 OSB DECKING (AS NEEDED) *ADD \$1.75 PER SQ. FT.
- INSTALL LEAK BARRIER ON EAVES AND IN VALLEYS
- INSTALL NEW UNDERLAYMENT
- INSTALL NEW VALLEY METAL
- INSTALL NEW DRIP EDGE
- INSTALL NEW SEWER VENT BOOTS / ~~CHIMNEY FLASHING~~
- INSTALL NEW RIDGE VENT / ~~POB VENTS~~
- INSTALL "GAF" TIMBERLINE HDZ LIFETIME SHINGLE
- INSTALL OWENS CORNING DURATION LIFETIME SHINGLE
- INSTALL ALUMINUM SOFFIT AND FASCIA

Company agrees to furnish material and labor, in accordance with above specifications for the sum of:
SEVENTY TWO THOUSAND TWO HUNDRED TEN Dollars
 (\$ 72,210.00)

Payment to be made as follows: 50% to be paid upon acceptance of the Proposal and balance to be paid upon completion of the work.

TERMS AND CONDITIONS OF THIS PROPOSAL ON THE REVERSE SIDE ARE PART OF THE PROPOSAL AND MAY NOT BE MODIFIED BY ADDITIONAL TERMS OR DIFFERENT TERMS. THE SOLE MEANS OF ACCEPTANCE OF THIS PROPOSAL SHALL BE BY RETURN OF A COPY SIGNED BY AN AUTHORIZED AGENT OF THE CUSTOMER.

Authorized Signature *Wiegand* *President*
 Above specifications & costs may be withdraw by us if not accepted within 45 days

This Proposal may only be accepted on the exact terms set forth herein, and no additional terms or different terms shall form the basis of a contract between Company and Customer pursuant to Wis. Stats. §402.207(2)(a).

Customer Signature _____ Date _____ / _____ / _____

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Roofing Proposal

DATE: 8-2-23

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| CUSTOMER: <u>VILLAGE OF KRONENWETTER</u> | PHONE: <u>715-693-4200</u> |
| STREET: <u>1582 KRONENWETTER DR</u> | JOB NAME: <u>MAIN ENTRANCE +</u> |
| CITY, STATE, ZIP: <u>KRONENWETTER 54455</u> | JOB LOCATION: <u>POLICE DEPT. BUILDING</u> |
| Wausau Roofing and Siding Co. ("Company") hereby submits specifications and cost for: | |

- REMOVE AND DISPOSE OF EXISTING SHINGLES
- INSTALL 7/16 OSB DECKING (AS NEEDED) *ADD \$1.75 PER SQ. FT.
- INSTALL LEAK BARRIER ON EAVES AND IN VALLEYS
- INSTALL NEW UNDERLAYMENT
- INSTALL NEW VALLEY METAL
- INSTALL NEW DRIP EDGE
- INSTALL NEW SEWER VENT BOOTS / CHIMNEY FLASHING
- INSTALL NEW RIDGE VENT / ~~POB~~ VENTS
- INSTALL "GAF" TIMBERLINE HDZ LIFETIME SHINGLE
- INSTALL OWENS CORNING DURATION LIFETIME SHINGLE
- INSTALL ALUMINUM SOFFIT AND FASCIA

Company agrees to furnish material and labor, in accordance with above specifications for the sum of:
THIRTY SEVEN THOUSAND SEVEN HUNDRED EIGHTY Dollars
(\$37,780.00)

Payment to be made as follows: 50% to be paid upon acceptance of the Proposal and balance to be paid upon completion of the work.

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Authorized Signature [Signature] *President*
Above specifications & costs may be withdraw by us if not accepted within 45 days

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Customer Signature _____ Date _____

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Roofing Proposal

DATE: 8-2-23

| | |
|---|--------------------------|
| CUSTOMER: VILLAGE OF KRONENWETTER | PHONE: 715-693-4200 |
| STREET: 1582 KRONENWETTER DR | JOB NAME: ADMIN BUILDING |
| CITY, STATE, ZIP: KRONENWETTER 54455 | JOB LOCATION: |
| Wausau Roofing and Siding Co. ("Company") hereby submits specifications and cost for: | |

- REMOVE AND DISPOSE OF EXISTING SHINGLES
- INSTALL 7/16 OSB DECKING (AS NEEDED) *ADD \$1.75 PER SQ. FT.
- INSTALL LEAK BARRIER ON EAVES AND IN VALLEYS
- INSTALL NEW UNDERLAYMENT
- INSTALL NEW VALLEY METAL
- INSTALL NEW DRIP EDGE
- INSTALL NEW SEWER VENT BOOTS / CHIMNEY FLASHING
- INSTALL NEW RIDGE VENT / POD VENTS
- INSTALL "GAF" TIMBERLINE HDZ LIFETIME SHINGLE
- INSTALL OWENS CORNING DURATION LIFETIME SHINGLE
- INSTALL ALUMINUM SOFFIT AND FASCIA

Company agrees to furnish material and labor, in accordance with above specifications for the sum of:
THIRTY THOUSAND SEVEN HUNDRED TEN Dollars
(\$ 30,710.00)

Payment to be made as follows: 50% to be paid upon acceptance of the Proposal and balance to be paid upon completion of the work.

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Authorized Signature [Signature] President
Above specifications & costs may be withdraw by us if not accepted within 45 days

This Proposal may only be accepted on the exact terms set forth herein, and no additional terms or different terms shall form the basis of a contract between Company and Customer pursuant to Wis. Stats. §402.207(2)(a).

Customer Signature _____ Date _____

TERMS AND CONDITIONS OF PROPOSAL

TERMS - The terms and conditions set forth herein contain the entire agreement between Wausau Roofing and Siding Co. ("Company") and Customer with respect to the subject matter hereof, and supersede all prior, contemporaneous or collateral representations, agreements, understandings, inducements or conditions, expressed or implied, oral or written, relating hereto, except as contained in this Proposal. The terms and conditions set forth herein cannot be modified, amended, added to, or otherwise changed unless such modification, addition or change is reflected in writing signed by both Company and Customer. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Proposal. Acceptance of this order by Company shall be deemed to constitute an agreement on Customer's part to the conditions hereof and supersedes all previous agreements.

INTEREST - Interest will be added to all overdue or otherwise delinquent accounts at the rate of 1.5% per month (18% per annum) or the maximum legal interest allowable, if less. In addition, Customer agrees to pay Company's reasonable attorney and/or collection fees and expenses, as permitted by law (at the trial level, on all appeals and post judgment), if legal or collection action is necessary to enforce the terms of this Proposal, including but not limited to collecting payments.

TAXES - The prices listed in the Proposal do not include any state or local taxes. If any tax, public charge, tariff, duty, or increase therein, is now or hereafter assessed, levied, or imposed upon this transaction, on the goods to be sold, or upon any sale, delivery, or other action taken hereunder, the burden of such charge or change shall be borne by Customer.

INSURANCE - Customer shall maintain fire, tornado and other necessary insurance on the property. Company warrants that company is insured.

ALTERATIONS - Any alteration or deviation will become an extra charge over and above the Proposal. Customer agrees to bear any reasonable additional costs arising out of or resulting from any alteration or deviation made by Customer under the terms and conditions of this Proposal whether or not a change order is signed.

CANCELLATION OF ORDER - It is agreed that if Customer terminates this Proposal, fails to accept delivery, or otherwise defaults on his/her obligations, this Proposal shall terminate and deposits will be returned to Customer accordingly, less all expenses incurred by Company, such as restocking costs, material procurement costs, administrative costs, and a reasonable profit.

DELAYS - Company will not be responsible for delays due to strikes, slowdowns, governmental shutdowns, shortages of material, fire, theft, vandalism, weather conditions, vendor or supplier performance, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other acts or circumstances beyond its control. Customer shall pay Company for all expenses incurred by Company which arise out of delays, including delays caused by Customer. Present scheduled dates are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.

CUSTOMER'S REPRESENTATIONS - Customer represents and warrants to Company that the construction site is zoned properly by the applicable governing authority for the construction contemplated under the terms of this Proposal. This Proposal shall be null and void in the event any governmental authority shall refuse to issue any necessary building or sanitary permit for the work contemplated herein.

CONSTRUCTION LIEN RIGHTS - As required by the Wisconsin Construction Lien Law, Company hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer's land may have lien rights on that land and on the buildings on that land if they are not paid for such labor or materials. Those entitled to lien rights, in addition to Company, are those who contract directly with Customer, or those who give Customer notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Customer probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his/her mortgage lender, if any. Company agrees to cooperate with Customer and his/her lender, if any, to see that all potential lien claimants resulting from the work proposed hereunder are duly paid.

DAMAGES ON SITE - Customer shall be wholly responsible for loss or damages caused to materials stored on site, in-process construction and the contemplated project from all causes including without limitation, loss by fire, rain, windstorm, vandalism and insurrection. Customer agrees to procure and maintain, at his/her own expense, insurance against such loss in a sum equal to the total project price as set forth herein. Such insurance to be written to protect Customer and Company, as their interests may appear.

COMPLETION DATES - Completion dates acknowledged by Company are estimates of the date on which the work contemplated herein will be completed and are not binding on Company. Failure to perform pursuant to said completion dates for any reason whatsoever, whether in Company's control or not, shall not be cause for cancellation by Customer or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages, against Company. Company agrees to exercise its best efforts to notify Customer of any material delay in delivery or performance.

WARRANTY - Company warrants to Customer that from the date of final invoice supplied by Company, and for one year thereafter, Company will repair or replace, or pay the reasonable cost of such repair or replacement, at its option, any defects in the building caused by fault in workmanship supplied by Company under this Proposal. THE REMEDIES HEREIN PROVIDED ARE INTENDED TO BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PERSON OR PROPERTY ALTHOUGH THIS WARRANTY BEGINS ON THE DATE OF FINAL INVOICE, NO PERFORMANCE OF THIS WARRANTY SHALL BE MADE BY COMPANY OR LIABILITY ARISE UNTIL COMPANY HAS RECEIVED PAYMENT IN FULL FROM CUSTOMER. NO ACTION FOR THE ENFORCEMENT OF THE REMEDIES SET FORTH HEREIN SHALL BE COMMENCED MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUED FOR THE ENFORCEMENT OF SUCH REMEDIES.

CHOICE OF LAW/FORUM - Any action arising out of or related to the transactions contemplated by this Proposal shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law provisions wherever contained. THE PARTIES AGREE THAT ANY LITIGATION SHALL BE CONDUCTED EXCLUSIVELY IN THE MARATHON COUNTY CIRCUIT COURT LOCATED IN WAUSAU, WISCONSIN, WITHOUT A JURY, AND THE PARTIES HEREBY CONSENT TO SUCH JURISDICTION AND WAIVE ANY PERSONAL JURISDICTION OR VENUE OBJECTION (INCLUDING FORUM NON-CONVENIENS) TO SUCH FORUM.

SEVERABILITY - If any section (or part of a section) hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section (or part thereof) did not exist.

ERRORS - All mathematical errors and typos will be corrected immediately upon discovery thereof. Customer agrees to indemnify Company for all errors if Company corrects the error upon realization of the error. If Company knowingly fails to correct an error, Customer maintains all legal rights.

NOTICE CONCERNING CONSTRUCTION DEFECTS - Wisconsin law contains important requirements Customer must follow before Customer may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project. Section 895.07(2) and (3), Stats., requires Customer to deliver to Company a written notice of any construction conditions Customer alleges are defective before Customer can file a lawsuit, and Customer must provide Company the opportunity to make an offer to repair or remedy the alleged construction defects. Customer is not obligated to accept an offer made by Company. All parties are bound by applicable warranty provisions.