

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
GOLDSMITH PAINTING & CLEANING, INC.**

FOR PREPARATION AND COATING OF WWTF CLARIFIERS

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2023 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Goldsmith Painting & Cleaning, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, The City operates a wastewater treatment facility at 3333 Lakeshore Drive (“WWTF”); and

WHEREAS, The City plans to replace drives on two clarifiers in 2023; and

WHEREAS, The City desires to utilize downtime during clarifier replacement to prepare and coat areas of two clarifiers to extend their useful life; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all services, materials, labor, and tools necessary to complete the work in accordance with the Proposal, which is attached as Exhibit 1.

The Terms and Conditions from Exhibit 1 are explicitly not incorporated into this Agreement. The operative Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of

Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Services under this Agreement.

Article 3. City's Representative

The City designates Jordan Skiff as its Representatives for purposes of this Agreement. If the City's Representatives deems it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$29,510.00. Invoices shall be sent via first class mail postage prepaid not more than once per month. Payment will be remitted to Contractor within thirty (30) days of receipt of invoice. The invoice shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that this Agreement can be completed for the balance then unpaid.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall commence work as quickly as possible upon receiving a Notice to Proceed from the City's Representative, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. Contractor shall complete the Services by October 1, 2023 or within such extra time as may have been allowed by a mutually agreed extension from when it commences work (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

Article 7. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars (\$400.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 8. Workmanship and Quality of Materials

Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor shall perform its services in a workman-like manner.

Article 9. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records

The parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

Contractor may terminate this Agreement on fourteen (14) day written notice to the City, when for a period of twenty (20) days after a progress payment is due, through no fault of the Contractor, Owner fails to make the payment. On such termination, Contractor may recover from City, payment for all work completed through the time of termination.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, five (5) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of five (5) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured:

- a. Workers’ Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements for all workers on this Agreement. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers’ Compensation Insurance in accordance with all statutory requirements.

- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance. The Commercial General Liability Insurance coverage shall include operations, contractor’s protective insurance, products coverage and completed operations, and contractual coverage, with policy limits of:
 - i. General Policy Limit: a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii. Bodily Injury: a policy limit of at least \$1,000,000 per person and \$2,000,000 in the aggregate.
 - iii. Property Damage: a policy limit of at least \$500,000 per occurrence and \$500,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the

validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Goldsmith Painting and Cleaning, Inc.
City of Sheboygan	425 Forest Avenue
828 Center Ave.	Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 25. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 27. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. All Other Submittals by Contractor
4. The Performance and Payment Bonds

(collectively “the Agreement”).

This Agreement is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 28. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 29. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Definitions.
 - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After

the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson, Mayor

BY: _____
Scott Reinl, President

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

GOLDSMITH

Painting & Cleaning, Inc.

Proposal

425 Forest Avenue
Sheboygan Falls, WI 53085

Phone: 920-467-4651
Fax: 920-467-4653

<p><small>CUSTOMER (Complete Legal Name)</small></p> <p style="text-align: center;">Sheboygan Waste Water Treatment Plant 3333 Lakeshore Drive Sheboygan, WI 53081</p> <p style="text-align: right;">Steve Jossart</p> <p><small>AUTHORIZED REPRESENTATIVE</small></p>	<p><small>Phone</small> 920-459-3464 <small>Date</small> May 12, 2022</p> <p><small>Job Name</small> Clarifiers</p> <p><small>Jobsite Address</small></p>
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Goldsmith Painting & Cleaning, Inc. (hereinafter referred to as the Contractor), proposes to provide the following services, equipment and materials as stated below, upon and pursuant to all the terms of this agreement, as follows:

Labor, equipment, and materials to prepare and coat areas of a Clarifier. Details as follows:

We will presoak using a biodegradable detergent, followed by hot pressure washing. We will grind any areas with rust or peeling paint, followed by applying two(2) coats of Sherwin Williams Dura-Plate 235 Multi-Purpose Epoxy at approximately 4 - 8 mils DFT per coat for a total of 8 - 16 mils DFT to the areas that were ground. We will remove existing caulk from expansion joints, followed by installing backer rod and re-caulking. We will clean up.

I. 105' Clarifier

Our time and materials estimate is..... \$15,695.00

II. 90' Clarifier

Our time and materials estimate is..... \$13,815.00

NOTE: All the work above will be performed on a time and materials basis at charges shown on our published rate sheets at the time the work is being performed. Actual charges could exceed this estimate and overtime rates may apply.

NOTE: A near-white metal blast(SSPC-SP10) is the minimum preparation required by the coating manufacturer for submersion, therefore, no warranty will be associated with this system.

All of the above work is estimated to be done during the regular work week on first shift. All waste from our work will be cleaned up and disposed of on site (except empty paint containers). Work can begin as soon as we receive your signed order and scheduling can be done



Authorized Customer Representative's Signature _____

Proposal Continued**GOLDSMITH**
Painting & Cleaning, Inc.**WORK CHANGES**

Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract in the event the Contractor agrees to make such work changes and that both parties make corresponding adjustments in the contract price and time for completion if necessary. All changes will be authorized by a written change order signed by Owner and Contractor. The change order will include conforming changes in the contract and completion time.

CONTRACT TIME

It is further understood that said time for completion of work shall not apply in the event of material shortages, work stoppages, problems of weather, or transportation difficulties which delay construction beyond the designated time for completion and said delays are beyond the control of the Contractor. Time is Not of the essence.

WARRANTY OF CONTRACTOR

Contractor shall provide and pay for all labor, materials and equipment including tools, construction equipment and machinery and all other facilities and services necessary for the proper completion of work in accordance with the contract documents. Contractor agrees to perform its contract in a workman-like manner.

TERMINATION

Contractor may, on fourteen (14) day written notice to Owner, terminate this contract before the completion date, hereof, when for a period of twenty (20) days after a progress payment is due, through no fault of the Contractor, Owner fails to make the payment. On such termination, Contractor may recover from Owner, payment for all work completed and for any loss sustained by him for materials, equipment, tools, or machinery to the extent of actual loss thereon, plus loss of a reasonable profit, provided that he can prove such loss and damages.

INSURANCE**A. Contractor's Liability Insurance**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit, and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

B. Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

C. Property Insurance - Owner's Responsibility

Unless otherwise provided the Owner shall purchase and maintain property insurance upon the entire Work at the site to be full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, Subcontractor, and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur. If the Owner does not intend to purchase such insurance, he shall inform the Contractor in writing prior to commencement of the work. The Contractor may then effect insurance which will protect the Work, and by appropriate Change Order, the cost thereof shall be charged to the Owner. If the Contractor is damaged by a failure of the Owner to purchase and maintain such, and so to notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

The Owner and Contractor waive all rights against each other for damages caused by fire and other perils to extent covered by insurance provided under this section excepting where said policy places limitations and/or exclusions upon waiver as to subrogation rights of the insurance carrier.

D. Loss of Use Insurance

The Owner, at his option, may purchase and maintain such insurance as will insure against loss or use of this property due to fire or other hazards, however caused.

ARBITRATION

All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations of the State of Wisconsin. The Contractor shall carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and Owner in writing.

Authorized Customer Representative's Signature _____

CONFLICT WITH SPECIFICATIONS

No part of the specifications that is in conflict with any portion of the contract or that actually is not descriptive of the work to be done thereunder, or of the manner in which the work is to be executed, shall be considered as any part of the contract, but shall be utterly null and void.

DEBRIS

Any and all debris created from our work will be deposited on site. Any extra, additional, special, or required disposal costs will be added to and be in addition to the proposal amount.

ENVIRONMENTAL HAZARDS

This proposal is made upon the express understanding of the Contractor and upon the express representation of the Customer that no lead or any other toxic or hazardous materials exist at the job site that would become damaged, dislodged, unearthed, caused to be airborne or waterborne, or pose a health hazard to any person. The existence of any lead, toxic, or hazardous substance at the job site will allow the Contractor to declare this contract null and void. In the event any lead, toxic, or hazardous substance is found at the proposed job site, the Customer agrees to indemnify and hold the Contractor harmless for any cleanup costs, damages to person or property, fines, assessments, litigation, or other expenses incurred by the Contractor as a result of the existence of lead, toxic, or other hazardous substances at the proposed job site.

SALES AND USE TAXES

In addition to the price quoted above, the Contractor shall add any and all applicable sales and/or use taxes.

BILLINGS

The Contractor shall provide partial billings for work completed by the Contractor in addition to a final billing to be issued upon the final completion of the services offered herein by the Contractor.

PAYMENT

Since the Contractor is not a provider or grantor of credit, all billings are due and payable within 30 days of invoice date. Owner will make progress payments as specified on the proposal. This determination of the completion for the progress of the construction under this section shall be in the sole discretion of the Contractor. For any and all billed amounts left unpaid for a period of sixty (60) days or more, the Customer agrees to pay a delinquency charge of 1.5% per month of all sums unpaid by Customer.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Options

Options

dollars (\$ _____)

AUTHORIZED SIGNATURE

Scott Reinl

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

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted in total or partially as denoted below. NOTE: Signature ONLY on Item 1 OR Item 2 - NOT BOTH.

1. TOTAL ACCEPTANCE OF PROPOSAL - You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Customer Representative's Signature _____

2. PARTIAL ACCEPTANCE OF PROPOSAL - Listed below are the Item #'s, prices, specifications, and conditions of this proposal that are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Item #	Price	Specifications and Conditions
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Acceptance _____ Authorized Customer Representative's Signature _____

Please sign all pages and return white copies to Goldsmith Painting & Cleaning, Inc.