



W5320 County Road A ~ P.O. Box 284 ~ Black Creek, WI 54106-0284
Phone: 920-560-5500 ~ Fax: 920-560-5501
www.badgerlandbuildings.com

Proposal / Contract

Date: October 15, 2018

Proposal Number: 18446

PROPOSAL SUBMITTED TO:

Name: Town of Waukesha

Address: W25053567 Center Road

City: Waukesha

State: WI

Zip: 53189

Telephone:

Fax:

Cell:

WORK TO BE PERFORMED AT: Same as above

Contractor to provide the best price and related delivery schedule based on the following list of specifications for a: Demolition of Existing Building and New 60' x 80' x 17' Clear Heated Storage Building.

1000 GENERAL CONDITIONS

A. Plans and Permits

- 01 There will be detailed plans provided, entailing entire project for site and building. Mechanical plans provided by others, based on Badgerland Buildings, Inc. architectural plans.
- 02 Local building permits to be by Badgerland Buildings, Inc
- 03 State fees to be by Badgerland Buildings, Inc.
- 04 All structural engineering will be by pre-engineered manufacturing firms engineer and a registered engineering firm, with owner approval on final floor plan and architectural work.
- 05 Discrepancies with engineering, architectural design, or state approval, will be addressed with the owner and may incur an additional charge if necessary for any alterations.
- 06 All design shall be based on 2000 P.S.F. soil bearing capacity.
- 07 Any discrepancies in unknown soil or underground conditions including private lines, unsuitable soils, contaminated soils, etc. shall be taken up with owner and may result in other charges if deemed necessary.

B. Survey, Civil Design and Storm Water Management Layout

- 01 If an unforeseen storm sewer calculation or storm water management plan is needed by the involved municipality, this information will be addressed with the owner and may incur an additional charge.

C. Project Management

- 01 Badgerland Buildings, Inc. assumes the role of project manager and as General Contractor involving the building construction only.
- 02 Competent supervision throughout the project shall include a project manager and an on-site supervisor.
- 03 A bar graph progress schedule will be provided for the project with milestone dates for job site meetings, inspections, & various stages of construction.
- 04 At projects completion a 3 ring binder will be provided to the owner with equipment specifications, product information, and completed warranty forms.
- 05 Proper safety procedures and drug free workplace policies are overseen by Badgerland Buildings, Inc., safety director and adhered to by the employees. Weekly updates and safety meetings are attended by the employees to ensure a safe work environment. Any trade hired directly by the project owner is the direct safety responsibility of the owner.
- 06 Workmanship shall be completed in a professional and workmanlike manner according to standard industry practices.
- 07 The proper trades for any underground digging shall notify digger's hotline.

D. Temporary Facilities & Utilities

- 01 All utility charges from the utility company or municipality, including utility usage during construction, are to be paid for by the project owner for temporary and permanent service, including but not limited to electric, gas, phone, sewer, water, data service, security system, fire protection, etc, unless other arrangements between the owner and Badgerland Buildings, Inc. are agreed upon.
- 02 Temporary sanitary facility shall be included for all trades for the project duration.
- 03 A construction job trailer shall be provided for the duration of the project.
- 04 Waste and construction debris clean up to be included with each mechanical trade responsible for their clean up at each weeks end or as needed.

E. Winter Conditions

- 01 Any winter conditions, excluding what is specifically stated in this proposal, may incur additional charges to the owner and will be an added cost. Snow removal for site and building to be by owner.

2000 SITE WORK & DEMOLITION

- 01 Tear down and dispose of site existing 24' x 40' storage building.
- 02 Cut asphalt and remove and dispose of approximately 17,520 Sq Ft.
- 03 Cut down grade and add additional fill for proper drainage to back field towards baseball diamond.
- 04 Dig for frost wall foundations and retaining walls for building.
- 05 Compact new fills and 3/4 crushed stone for new building and 3/4 crushed stone where needed in parking area.
- 06 Install new 4" asphalt in reconfigured parking lot.

3000 CONCRETE WORK

- 01 Poured 8" frost walls and footing 2 sides where needed.
- 02 Poured 8" frost walls and reinforced retaining walls to allow for existing grading and drainage of parking lot to back side.
- 03 Poured 6" thick new concrete floor with all reinforcing and fiber.
- 04 Poured 10' concrete aprons by overhead doors with total of eight (8) – 6" guard post.

5000 METALS

- 01 Eight (8) – 6" guard Post.

6000 WOODS & PLASTICS

- 01 Framed commercial building with 2' x 6' sidewalls and 2' x 4' side girts for main framing.
- 02 Trusses are 4 ft apart with all Wisconsin snow load included with 2'x 4' roof purlins and lateral bracing installed.
- 03 Bottom eight ft of interior has 5/8 plywood wear wall.

7000 THERMAL & MOISTURE PROTECTION

- 01 2" Foam around entire frost wall and retaining wall where needed.
- 02 Steel is 27 gauge, choice of any color commercial grade with long life fasteners.
- 03 Vented ridgecap and vented overhangs for condensation control.
- 04 Walls are R=21 and Ceiling in R=40.
- 05 Rest of interior walls lined with white steel sides and ceiling.
- 06 5" Gutters and Downspouts.

8000 DOORS & WINDOWS

A. Doors

- 01 Two (2) – 3070 Steel Insulated Commercial doors with latch guard, locksets and hardware.

B. Over Head Doors

- 01 One (1) 24' x 14' R=17.5 Overhead Door and One (1) 14' x 14' R=17.5 Overhead Door both with operators and torsion spring and weatherstripping.

15000 MECHANICAL

A. Fire Protection

- 01 Fire Extinguishers installed per code.

B. Plumbing

- 01 Connect existing sewer pipe from 20 ft outside of building and install new catch basin and floor drain per State Code.

C. H.V.A.C.

- 01 Install forced air heat and air make up system per State code for 60' x 80' heated shop.

16000 ELECTRICAL

- 01 Install 100 AMP 240 volt sub panel, from existing building approximated 10 ft.
- 02 Install Thirty (30) 4ft LED strip lights, Two (2) external LED wall packs with photo eyes over each door and all exit lights per State Code.
- 03 Install Sixteen (16) GFGI receptacles, Two (2) three way switches, Two (2) Commercial overhead doors wired and Two (2) 240 50 AMPS receptacles. All code compliant.

17100 Owner Supplied Items

- 01 Owner to clean all debris off site, eliminate existing tank/pit, relocated gas or power if needed. Supply storm water management plan if required or anything else not specifically stated above.**

Terms and Conditions

A. Insurance by Badgerland Buildings, Inc.

- 01 General Liability
- 02 Builder's Risk
- 03 Workmen's Compensation
- 04 It is the responsibility of the owner to have fire and casualty insurance during the construction period up until occupancy.

B. References

- 01 BMO Harris Bank, Green Bay, WI 920-371-4737 Attn: Scott Jandrin
- 02 Bay Insurance PO Box 28077, Green Bay, WI 54324 920-339-8262 Attn: John Hoffman

C. Bonding

In the event we need or require a performance bond, it will be furnished at an additional fee.

D. Occupancy

Should the owner wish to occupy portions of the building prior to project completion, we will make every effort to cooperate with him. Such occupancy will be at the discretion of our construction manager and building inspector.

E. Project Approval and Acceptance

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 and plans. This proposal / contract supersedes all blueprints.

F. Warranties

We will make any repair, replacement or correction as shall become necessary due to faulty workmanship or material, which appears within one (1) year from occupancy or completion, whichever comes first. This provision applies to our subcontractors as well as work done directly by our employees. The contractor is not liable for loss caused directly or indirectly by *Stachybotrys Chartarum*, also known as mold. If Post & Frame construction is chosen, no warranties apply to columns embedded in ground due to rotting, shifting, or other conditions directly related to columns in ground. All concrete will be placed in a professional manner. Correct batching according to industry standards. However, no warranties can apply to concrete unless it is a faulty mixture by the concrete manufacturer, and not placed according to industry standards. Payment in full must have been received and cleared in order for warranty to be in effect.

G. Lien Rights.

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSON 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 PROJECT. ACCORDINGLY, OWNER 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 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."

H. Schedule

Badgerland Buildings, inc. shall not be liable for any failure of any performance if such failure is occasioned by war, labor shortage, materials shortage, fire, flood or by any act of God, or by any other cause beyond the control of Badgerland Buildings, Inc. If there are any major changes to plan or schedule after the contract is signed and plans are executed design or state approved, it will result in additional design and state charges along with material and shipping charges and a delay in project depending on severity of change, anywhere from 30-90 days from set schedule. Same terms will apply to sub-contractors hired by the owner if they are not on time or within Badgerland Buildings, Inc. Schedule Guideline, additional charges and delay in schedule will take place.

I. Change Order Policy

In the event of a change on project after contract is signed, it is Badgerland Buildings, Inc. policy to execute a change order indicating such. No work will be performed before the change order is signed by Owner with the description of change, cost, and effect on increase in schedule timeframe. In the event of a VERBAL change order, due to time constraints and work is executed, Owner is responsible for additional cost, increase in schedule time, and signature within seven days or work stoppage and additional cost may occur until resolved. In the event VERBAL changes were added but not in writing, they will be charged on final billing cycle. Change orders will be billed out percentage wise per payment terms of billing cycle.

Terms and Conditions continued

J. Acceptance and Protection

Owner, by acceptance of this proposal / contract, hereby appoints Badgerland Buildings, Inc. by it's project manager or other duly appointed employee of Badgerland Buildings, Inc. and until such time as the project, which is the subject of this proposal, is completed, as 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 Badgerland Buildings, Inc. to enter upon said real estate. In the event, after the contract is signed, of any material price increases (mainly concrete, steel, and/or lumber products and), or acts out of Badgerland Buildings control, may deem additional charges. Every effort will be made to work out a resolution with Badgerland Buildings, Inc., the owner, and material manufacturer in order to avoid these additional charges.

K. Terms of Payment

- 01 Our price includes materials, sales tax, freight and labor for above items supplied by Badgerland Buildings, Inc. only.
- 02 Payment schedule will be as follows:
5% down payment; 45% after the foundation is in; 45% after structure is set; 5% upon completion or progress payment.
- 03 By signing below, the customer and any and all guarantors agree to (1) pay all invoices when due, (2) pay interest at the rate of 1.5% per month (18% annually) on any unpaid balance, and (3) pay all cost of collection, including court costs and actual attorneys fees incurred. Further, by signing below, both Customer and any and all guarantors agree that any and all disputes relating to this account shall be governed by the laws of the State of Wisconsin.
- 04 If payments are not received per contract, a written notice will be sent and the owner will be given seven (7) days to secure payment during which time work on the project will be stopped.
- 05 Prior to the start of this project, Badgerland Buildings, Inc., requests a copy of a loan commitment letter from either the financial institution funding the project and/or permanent loan. If the project is not being externally funded, the owner is to provide to Badgerland Buildings, Inc., sufficient financial information to verify that finances are available to support this contract amount.

****** TOTAL: \$ 445,000 .00 **** (Price does not include options)
(Four Hundred Forty Five Thousand Dollars)**

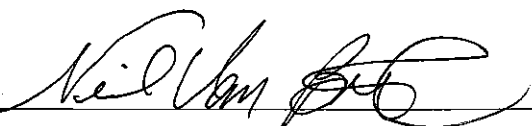
This Proposal is private and confidential between you and Badgerland Buildings, Inc. It should be shared only with those who are in a confidential relationship with you or your company. We may withdraw this proposal if not accepted within 30 days.

SIGNATURE OF ACCEPTANCE:

Owner:
TYPE OWNERS BUSINESS NAME HERE

Contractor:
Badgerland Buildings, Inc.

By: _____

By:  _____

Title: _____

Title: _____

Date: _____

Date: 10-15-18 _____

