

# Environmental Construction Services, Inc.

P.O. Box 7394 ~ Madison, WI 53707

Phone: (608) 259-9969 ~ Fax: (608) 259-9970

## CONTRACT FOR RESIDENTIAL PROJECT

**THIS CONTRACT FOR RESIDENTIAL PROJECT** (the "Contract") is by and between Environmental Construction Services, Inc. (the "Contractor") and **ATTN: Craig Meyer Jr** (the "Customer").

Sauk County WI ATTN: Craig Meyer Jr. 608-355-4800 Craig.meyer@saukcountywi.gov	Project Address: S7995 White Mound Dr. Hillpoint WI 53937
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Customer hereby agrees to hire Contractor and Contractor hereby agrees to furnish the labor, materials, and tools necessary to complete the following "Work":

**Remove and dispose of approximately 32 square feet of transite and 3 windows (approximately 3 square feet) from barn. Remove and dispose of approximately 500 square feet of floor tile grout in log structure.**

The Contract price shall be **Four Thousand Nine Hundred and Fifty Dollars (\$4,950.00)** and shall be due upon substantial completion.

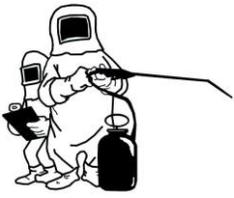
Contractor shall commence the Work within 30 days of full execution of this Contract or on a start date mutually agreed upon by Contractor and Customer. Completion shall occur on or before 30 working days thereafter, subject to the Terms and Conditions of this Contract. Notwithstanding the foregoing, Contractor in no event shall commence work until all required permits have been issued. The following permits are required for the Work: State of Wisconsin Asbestos Abatement Permits. Customer hereby acknowledges receipt of the Notice of Consumer's Right to Receive Lien Waivers.

Price to include: (i) all applicable abatement permits and regulatory notices; (ii) personal air sample testing as required by OSHA 1926.1101; (iii) all Work performed by certified workers; (iv) all "Work" to meet or exceed applicable laws; (v) Contractor to isolate appropriate areas and create a HEPA filtered negative pressure environment where necessary; (vi) manifest documentation for disposal of ACM in a DNR approved landfill.

The agent for Contractor is Douglas R. Anderson and Contractor's contact information is as follows: 10 South Baldwin Street, Madison, Wisconsin 53703, with telephone number (608) 259-9969.

**THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE ARE INCORPORATED HEREIN BY REFERENCE. BY SIGNING BELOW, CUSTOMER IS APPROVING AND ACCEPTING THE TERMS AND CONDITIONS.**

APPROVAL AND ACCEPTANCE	
ENVIRONMENTAL CONSTRUCTION SERVICES, INC.	CUSTOMER
By: Doug Anderson	By: _____
Signature: <u>Douglas R. Anderson</u>	Signature: _____
Dated: 02-11-20	Dated: _____



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## TERMS AND CONDITIONS

**Customer's Duties.** Customer shall: (a) provide Contractor unobstructed access to the project location and shall keep persons and pets away from the work area; (b) provide necessary utility connections to enable Contractor to perform the Work; and (c) remove, protect and reinstall Customer's personal property.

**Increase in Price.** If the Work is delayed or suspended at Customer's request, Customer agrees to pay any increase in the cost of labor or materials occurring during the delay, and, to further pay for the expense of time and travel to return to complete the Work. Customer warrants and represents that it is the owner of the real estate upon which services will be rendered.

**Construction Standards.** All Work shall be furnished in a workmanlike manner in accordance with normal industry standards in the geographic area where the Work is performed.

**Delay.** Work shall be completed within the number of working days indicated in this Contract, unless delay occurs due to a work stoppage by any public authority or Customer, adverse weather conditions, labor disputes, changes by Customer or government authorities, unavailability of materials or supplies, unavoidable casualties, accidents, Customer's failure to make payment as required by this Contract, or any other cause beyond Contractor's sole control. Any such delay shall extend the time of performance or at Contractor's option, terminate this Contract if the cause of the delay cannot be resolved within fourteen (14) days.

**Changes.** Changes to the Work will be made only upon execution of a written Change Order.

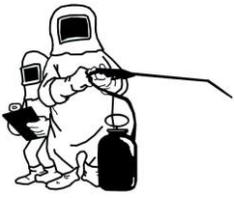
**Lien Notice.** As required by the Wisconsin Construction Lien Law, Contractor hereby notifies Customer that persons or companies performing, furnishing, or procuring labor, services, materials, plans or specifications for the construction on Customer's land may have lien rights on Customer's land and buildings if not paid. Those entitled to lien rights, in addition to Contractor, are those who contract directly with Customer or those who give Customer notice within sixty (60) days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Customer may receive notice from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction and should give a copy of each notice received to Customer's mortgage lender, if any. Contractor agrees to cooperate with Customer and Customer's lender, if any, to see that all potential lien claimants are duly paid.

**Right to Cure Notice.** Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin Statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions. Customer hereby acknowledges receipt of the brochure required under Sec. 101.148 of the Wisconsin Statutes.

**Cancellation of Contract.** This Contract may be cancelled unilaterally by Customer by notifying Contractor in writing within three (3) calendar days after signing this Contract. Customer acknowledges receipt of two (2) copies of "Customer's Right to Cancel."

**Exclusions and Limitations.** Contractor will take commercially reasonable precautions to prevent damage to building surfaces including paint and trim, however, Contractor shall not be responsible for any damages that may occur to the surfaces during the Work. Contractor shall not alter or dismantle any building components unless specified in the Work or by change order. If the Work includes mold remediation, the Work does not cover latent mold growth or sub-surfaces. Further, finding and correcting the causes of mold growth, or determining the types of mold present are not included in the Work and discoloration from mold may remain after completion of the Work.

**Miscellaneous.** If payment is not received as required herein, Customer agrees to pay a late payment charge of 1.5% per month on the outstanding balance, which is an annual rate of 18%. Customer agrees to pay all costs incurred in the collection of any amounts owed. Customer further agrees to hold harmless and indemnify Contractor from all claims, demands, liabilities, lost profits, losses and damages, including reasonable attorneys' fees, arising out of or related to any act or omission of Customer in connection with this Contract or to enforce any of its terms. This Contract represents the entire Contract between the parties. This



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Contract is not assignable by either party without the other party's written consent. The venue for any legal action commenced hereunder shall be Dane County Circuit Court.

Lead Based Paint. If the Project Address was constructed prior to 1978, Customer acknowledges receipt of the pamphlet "Protect Your Family From Lead in Your Home" informing Customer of potential risk of lead hazard exposure from Work to be performed.