

Park - Rec  
6-15-15

15-626

**CONTRACT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jim Reif Builders, Inc. (hereinafter "Contractor"), located at 150 Semi Drive, Manitowoc, Wisconsin 54220 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Jim Reif Builders, Inc. located at 150 Semi Drive, Manitowoc, Wisconsin 54220 intends to provide labor, equipment and materials to complete roof portion of the existing hexagon park shelter building at Lincoln Park, located at 1215 North 8<sup>th</sup> Street (near cabin #1), Manitowoc WI 54220, in the City of Manitowoc as outlined in "Exhibit A", Jim Reif Builders, Inc. Proposal.

**WHEREAS**, Jim Reif Builders, Inc. has the ability to provide labor, equipment and materials to complete roof portion of the existing hexagon park shelter building at Lincoln Park located at 1215 North 8<sup>th</sup> Street as outlined in "Exhibit A".

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Scope of Work. The Contractor agrees to perform the following work and/or furnish the following labor and materials in accordance with the terms of this contract:

**All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction.**

**See listing of tasks for this project. (Attached is "Exhibit A", and it is incorporated into this Contract by reference).**

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum of **\$12,753.00**.
4. Schedule. Contractor agrees to commence work under this Contract upon its execution and complete performance of this contract in accordance with the City of Manitowoc's Standard Specifications, which are made part of this Contract and are incorporated by reference. The contract completion date shall be **June 30, 2015**.
5. Payment Schedule. Requests for payment shall be made to the Director of Public Infrastructure. The Director of Public Infrastructure shall make a recommendation on the payment request and submit the same to the City's Board of Public Works when applicable. Contractor shall be entitled to payment within 30 days following approval by the Director of Public Infrastructure.

6. Assignment and Subcontracting. Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.
7. Insurance and Bonding. Prior to commencing work hereunder, Contractor shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate, property damage limits of not less than \$500,000.00 per occurrence, and shall carry the statutory amounts for worker's compensation insurance. **Contractor shall include with the Certificate of Insurance two endorsements, one endorsement naming the City of Manitowoc as an additional insured, and a second endorsement giving City thirty (30) days prior notice of non-renewal, modification or cancellation.**
8. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
9. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I Notice had been executed and published for this work on June 4, 2015.
10. Other Indebtedness to City. It is understood and agreed by the parties hereto that whenever a contractor is for any reason indebted to the City of Manitowoc, the contractor consents that the City of Manitowoc through its officials shall and may, deduct and retain, any such balance out of the money or monies which may be due or become due to the contractor under this contract.
11. Indemnify. Contractor shall defend, indemnify and hold harmless the City of Manitowoc, its officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly caused by or resulting from the work performed under this Contract where the injury, damage, or death is caused by negligence or willful misconduct on the part of the Contractor, subcontractor, officers, employees, or agents.
12. Default. In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this Contract by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the thirty (30) day period, provided that the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.

13. Permits. None Required.
14. Termination. Either party may terminate this Contact with ten (10) days written notice to the other party. Any labor and/or expenses incurred prior to cancellation will be billed at standard retail rates and will be due in full and billed immediately.
15. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

**CITY:** City Clerk  
900 Quay Street  
Manitowoc, WI 54220

**CONTRACTOR:** Jim Reif Builders, Inc.  
150 Semi Drive  
Manitowoc, WI 54220

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

16. Assignment. This Contract is not assignable without prior written consent of City.
17. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
18. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
19. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder, unless documented in writing and signed by the parties involved.
20. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
21. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

22. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
23. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
24. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

**SOLE PROPRIETORSHIP OR PARTNERSHIP**

**CORPORATION**

\_\_\_\_\_  
Name of Proprietor or Partnership

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Sole Proprietor or Partner (Seal)

By: \_\_\_\_\_ (Seal)  
President

\_\_\_\_\_  
Partner (Seal)

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Partner (Seal)

CORPORATE SEAL

**CITY OF MANITOWOC**

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

Attest: \_\_\_\_\_  
Jennifer Hudon, City Clerk

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above named Justin M. Nickels and Jennifer Hudon, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public Manitowoc County, WI  
My commission (expires)(is) \_\_\_\_\_.

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Jim Reif, President for Jim Reif Builders, Inc. and acknowledge they executed the foregoing instrument.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public Manitowoc County, WI  
My commission (expires)(is) \_\_\_\_\_.

# JIM REIF BUILDERS INC.

"EXHIBIT A"  
150 Semi Drive • Manitowoc, WI 54220  
Ph 920.684.6899  
Fax 920.684.7982  
[www.jimreifbuilders.com](http://www.jimreifbuilders.com)

DATE: May 6, 2015

TO: City of Manitowoc  
Attn.: Jim Muenzenmeyer  
425 Maritime Drive  
Manitowoc, WI 54220

RE: Lincoln Park – Hexagon Shelter Roof

## PROJECT SCOPE:

- Complete roof portion of the existing hexagon park shelter building, located at 1215 N. 8<sup>th</sup> Street (near cabin #1), in the City of Manitowoc, with work to include the following:
  - Furnish and install plywood filler strips, where missing, to top of existing lower purlins.
  - Furnish and install tongue & groove fir planks.
    - Planks to run in direction from peak to eave.
  - Furnish and install cedar fascia board.
  - Furnish and install a cedar trim board between rafter tails and behind the fascia board.
  - Furnish and install drip edge flashing.
  - Furnish and install ice & water shield to entire roof deck.
  - Furnish and install dimensional asphalt shingles.
  - Furnish and install cap shingles at hips.
  - Finishing as itemized in staining section below.

## PROJECT MANAGEMENT:

- Jim Reif Builders, Inc. is a turn-key general contractor providing complete project management to our clients. Project management includes:
  - Entire project schedule from start to finish.
  - Product selection guidance & management.
  - Coordination & management of trade contractors.
  - Product quality control.
  - Communication and administration of client request and/or changes.
  - Punchlist and warranty service.

## PERMITS:

- Local Building Permit is NOT included and is to be furnished by the City of Manitowoc.

**MATERIALS:**

- 3/8" Thick plywood for filler to top of existing purlins where they are missing.
- Nominal 2" x 6" tongue & groove, D-select grade fir, roof decking.
- Nominal 2" x 8" rough-sawn cedar fascia board.
- Nominal 1" x 4" rough-sawn cedar board between rafter tails and installed behind fascia board, for roof plank support.
- Storm Shield ice & water barrier installed on entire roof deck.
- Metal painted roof eave edging (standard stock colors).
- GAF Timberline dimensional shingles with a limited lifetime warranty (standard stock colors).
- Matching GAF cap shingles at hips.

**STAINING & FINISHING:**

- Apply (1) coat of exterior stain to backside of decking planks and (2) coats to finish side of decking planks, prior to installation.
- Apply (1) coat of exterior stain to all sides, prior to installation & (1) additional coat after installation, to fascia and to the trim board behind the fascia.
- Staining of the existing timber framing is not included.

**LABOR:**

- Carpenter labor to complete work described in specifications.

**ALLOWANCES:**

Disposal:

BY CITY OF MANITOWOC

- Allowance applies for but not limited to disposal of debris related to the project to include delivery charges, rental fees, landfill tipping fees & fuel surcharges
- Allowance includes costs associated with recycling of packaging used to protect products in the shipping process.
- Disposal or costs related to the disposal of electronics or appliances containing electronic parts or hazardous chemicals unsuitable for curbside pick-up are not allowed to be placed of in a disposal container.

**DISCLAIMERS:**

- Jim Reif Builders, Inc. working hours for carpenters & trade contractors is Monday thru Friday: 7:00AM – 5:00PM.
- Owner shall make all color and materials selections including finalization of allowances as requested by Jim Reif Builders, Inc. according to the specified timeframe requested by contractors.
  - **If a selection decision is delayed by owner or the selection choice has delayed availability, this may extend the project completion date.**
  - **Owner will be notified of changes in both cost, additions or subtractions, or extension of the project completion.**
  - **Customer should be aware, with the down turn in the economy numerous products have extended lead times.**

- Weather events such as rain, wind, snow and excessive heat or cold may cause unsuitable outdoor working conditions that may hamper or delay the project schedule. Owner will be consulted if necessary of the extension of the project completion.
- Jim Reif Builders may utilize an all-terrain lift for material movement and to aid in the completion of your project. When driving upon existing lawns, the lawn will be protected with plywood to aid in the prevention of indentations. If indentations do occur, they typically will restore to the previous state with moisture absorption. Black tire marks will be visible on hard-surfaces such as driveways & sidewalks, but will dissipate in time with precipitation.
- Some equipment, to include but not limited to disposal containers, material/people lifts or material storage, utilized at your project site may leave short or long term discoloration on existing hard surfaces, indentations, or damage to the existing landscaping. Clean-up or repair will be completed upon request of the owner at a time & material basis.
- Owner is to supply Jim Reif Builders with electrical power.
- Jim Reif Builder's employees and vendors, are to be able to use the owner's restroom facilities at cabin #1, thus we have not included any temporary sanitary facilities.
- Projects are scheduled in order that the signed proposals and deposits are received and will be started as soon as possible. A tentative start date will be provided to the client within (20) business days or less of receipt of the project acceptance. The starting timeframe is dependent upon the scope & duration of previously contracted projects & the ability to complete the project and how it relates to weather conditions or the season.

**EXCLUSIONS:**

- Structural engineering costs that may be required to comply with a building code inspectors request or to resolve any unforeseen structural situations in an existing structure that was not visible or known at the time of design and proposal presentation.
- Correction of framing, to include but not limited to the columns being out of plumb or not square; or adjustment of timber framing (unless noted).
- Grading around the building and related landscaping.
- Gutters and downspouts.
- Electrical wiring.
- Repair of damage to roadways, driveways or sidewalks that could occur when construction equipment and vehicles are being used in the normal course of construction.
- Generator rental or fuel charges, if needed.
- Electrical usage costs during construction.

Total investment of .....\$12,753.00



**TERMS AND CONDITIONS:**

- **LIABILITY INSURANCE:** JIM REIF BUILDERS, INC. CARRIES PUBLIC LIABILITY, PROPERTY DAMAGE, AND WORKER'S COMPENSATION INSURANCE THROUGH CRW INSURANCE SERVICES. A COPY OF THE CERTIFICATE OF INSURANCE CAN BE OBTAINED BY CONTACTING **CRW INSURANCE SERVICES AT 800-657-0752.**
- **WORKMANSHIP:** WORK ON ALL PROJECTS SHALL BE NEAT AND OF A WORKMANLIKE MANNER COMPARABLE TO CURRENT STANDARD FIELD AND SHOP PRACTICES.
- **LIMITED WARRANTY:** JIM REIF BUILDERS, INC. WARRANTS TO THE ORIGINAL CONSUMER THE PRODUCTS AND WORKMANSHIP WHICH THEY AND THEIR SUBCONTRACTORS PROVIDE FOR A PERIOD OF **TWO YEARS (2) FROM SUBSTANTIAL COMPLETION DATE** UNDER NORMAL LIVING & WEATHER CONDITIONS. SOME ITEMS ARE NOT COVERED BY THIS WARRANTY SUCH AS DAMAGE CAUSED BY IMPROPER USE, OR MAINTENANCE, ACCIDENT, ACTS OF GOD, WATER LEAKAGE OTHER THAN AS A RESULT OF A DEFECTIVE PRODUCT OR GLASS. SOME PRODUCTS MAY CARRY A MANUFACTURER WARRANTY, WHICH MAY EXCEED THE TWO (2) YEARS.

ANY PROBLEMS WHICH COME FORTH THAT ARE COVERED UNDER WARRANTY SHOULD BE SUBMITTED TO JIM REIF BUILDERS, INC. IN WRITING WITH AN EXPLANATION OF THE PROBLEM(S) & LOCATION(S). PROBLEM(S) SHOULD BE SUBMITTED AS SOON AS THEY ARISE TO AVOID CONFLICTS ON DETERMINING WHETHER THE ITEM(S) ARE WARRANTY RELATED.

- **PUNCHLIST:** JIM REIF BUILDERS, INC. COMPILES A PUNCHLIST THROUGHOUT THE DURATION AND WILL INCLUDE OWNER NOTIFIED ITEMS FOR (30) DAYS AFTER PROJECT COMPLETION. AFTER (30) DAYS ITEMS WILL BE CLASSIFIED UNDER THE WARRANTY. PUNCHLIST ITEMS WILL BE ADDRESSED WITHIN (10) WORKING DAYS OF NOTIFICATION AND COMPLETED IN A TIMELY MANNER, BUT AVAILABILITY OF REPLACEMENT PRODUCT MAY VARY. WE ASK FOR YOUR PATIENCE ON THESE ITEMS.
- **CLEAN UP:** IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO KEEP THE PROJECT FREE FROM TRASH AND RUBBISH DURING THE COURSE OF CONSTRUCTION UPON COMPLETION OF THE PROJECT, THE ENTIRE PROJECT WILL BE LEFT BROOM CLEAN AND ALL EXCESS MATERIALS, RUBBISH, AND EQUIPMENT WILL BE REMOVED FROM THE PREMISES.
- **DISPOSAL:** FURNISHING OF DISPOSAL CONTAINER AND ALL ASSOCIATED FEES ARE TO BE BY THE CITY OF MANITOWOC.
- **MATERIAL:** ALL MATERIALS SHALL BE NEW AND CONSISTENT WITH THE DRAWING AND SPECIFICATIONS UNLESS SPECIFICALLY SET FORTH IN WRITING TO THE CONTRARY, AND ALL PRODUCTS AND MATERIALS SHALL BE OF GOOD QUALITY. WHENEVER A PRODUCT OR MATERIAL IS SPECIFICALLY REFERENCED BY ITS TRADE NAME, MANUFACTURER OR MODEL NUMBER, IT IS THE PARTIES' INTENT THAT SPECIFIC PRODUCT AND / OR MATERIAL WILL BE PROVIDED. UNLESS SPECIFICALLY SET FORTH IN WRITING THAT ANOTHER PARTY OR OWNER SHALL SUPPLY SPECIFIC PRODUCTS AND MATERIALS, **ALL PRODUCTS AND MATERIALS** CONTAINED IN THIS CONTRACT AND ANY UPGRADES OR PRODUCTS RELATING TO CHANGE ORDERS SHALL BE SUPPLIED BY JIM REIF BUILDERS, INC.

ALL EXCESS MATERIAL PROVIDED BY JIM REIF BUILDERS INC. AND IT'S SUB CONTRACTORS LEFT AFTER COMPLETION OF THE PROJECT REMAINS THE PROPERTY OF THE GENERAL CONTRACTOR AND MAY BE RETURNED BY JIM REIF BUILDERS INC.

- **UTILITIES:**
  - IT SHALL BE OWNER'S RESPONSIBILITY TO SUPPLY ELECTRICITY TO JIM REIF BUILDERS TO COMPLETE THE PROJECT.
  - IF IT IS NECESSARY TO RENT A GENERATOR OR ANY OTHER EQUIPMENT REQUIRED FOR UTILITIES, ALL COSTS INCURRED INCLUDING GASOLINE WILL BE REIMBURSED TO BUILDER BY OWNER.
  
- **OWNER'S INSURANCE:** THE OWNER SHALL CARRY OWNER'S INSURANCE ON THE STRUCTURE AND ON THE MATERIALS ON THE SITE IN THE EVENT OF LOSS OR DAMAGE, PAYMENT SHALL BE MADE TO THE GENERAL CONTRACTOR IN FULL TO COVER ANY AND ALL STOLEN OR DAMAGED ITEMS. CONSULT WITH YOUR INSURANCE AGENT. JIM REIF BUILDERS, INC. WILL REQUEST A COPY OF THE CERTIFICATE OF INSURANCE FROM THE OWNER.
  
- **CHANGES & CHANGE ORDERS:** AFTER CONTRACT SIGNING, CHANGES IN SPECIFICATIONS OR TO THE STRUCTURE OF THE BUILDING CONSTITUTES A CHANGE ORDER, WHICH IS REQUIRED BY LAW TO CHANGE THE PROPOSED PRICE. ALL CHANGE ORDERS PRESENTED TO THE OWNER MUST BE SIGNED AND RETURNED TO THE CONTRACTOR WITHIN 48 HOURS, OR WORK ON THE PROJECT MAY BE HALTED UNTIL THE CHANGE ORDERS ARE RETURNED. DELAYS IN THE PROJECT COMPLETION DUE TO THESE CIRCUMSTANCES ARE NOT THE RESPONSIBILITY OF JIM REIF BUILDERS, INC. JIM REIF BUILDERS ACCEPTS APPROVAL OF CHANGE ORDERS BY MAIL, E-MAIL, OR FAX. TEXT MESSAGING OR ANY OTHER MEANS ARE NOT ACCEPTABLE FOR APPROVAL.

ALL REQUESTED CHANGES SHALL BE ADDRESSED THROUGH AN AUTHORIZED REPRESENTATIVE OF JIM REIF BUILDERS, INC., ITS SUBCONTRACTORS OR SUPPLIERS AND WILL BE OFFICIALLY RECORDED WITH A CHANGE ORDER ISSUED TO THE CUSTOMER BY THE GENERAL CONTRACTOR. IT IS PROHIBITED FOR A SUBCONTRACTOR OR SUPPLIER TO PROCEED WITH CHANGES WITHOUT APPROVAL OF THE CUSTOMER THROUGH THE GENERAL CONTRACTOR AND A CHANGE ORDER OR FOR THE CUSTOMER TO ARRANGE OTHER PAYMENT OPTIONS WITHOUT THE CONSENT OF THE GENERAL CONTRACTOR. ANY AGREEMENTS BETWEEN THE CUSTOMER AND A SUBCONTRACTOR OR SUPPLIER THAT IS APPROVED BY THE GENERAL CONTRACTOR SHALL BE MADE AWARE OF IN WRITING TO ALL PARTIES AND WILL BE EXEMPT FROM THE WARRANTY & LIABILITY STATED BELOW.

- **PAYMENT TERMS:**
  - **MINIMUM DOWNPAYMENT OF \$3,188.00** IS REQUESTED AT THE TIME OF CONTRACT SIGNING. DOWNPAYMENT IS RETAINED BY THE CONTRACTOR AND APPLIED AGAINST THE FINAL INVOICE. IF OPTIONS ARE SELECTED AT THE TIME OF CONTRACT SIGNING, THE DOWNPAYMENT AMOUNT WILL BE ADJUSTED BY 10% OF THE OPTION AMOUNT ROUNDED TO THE NEAREST WHOLE DOLLAR.
  - JIM REIF BUILDERS, INC. USES A PROGRESSIVE BILLING PROCESS. OWNER IS RESPONSIBLE FOR PAYMENT OF INVOICES SENT APPROXIMATELY THE 7<sup>TH</sup> OF EACH MONTH. PAYMENT IS DUE TO CONTRACTOR BY THE 15<sup>TH</sup> OF THE MONTH. THOSE INVOICES WILL BE FOR THE WORK COMPLETED THE PREVIOUS MONTH. IF PAYMENT IS NOT RECEIVED IN FULL BY THE 18<sup>TH</sup> OF THE MONTH WORK WILL CEASE. EXTRA CHARGES WILL APPLY IF WORK CEASES AND RESUMES AND RESUMES LATER. COMPLETION DATE WILL NOT BE VALID IF WORK CEASES BECAUSE OF NO-PAYMENT. FINAL BILLING INVOICES ARE DUE AS PER DATE ON THE INVOICE. ANY UNPAID BALANCE WILL BE CHARGED INTEREST AT A RATE OF 18% ANNUALLY.
  
- **LIENRIGHTS:** 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 BUILDING 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, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY.

AS OWNER PROVIDES FULL PAYMENTS FOR EACH INVOICE, JIM REIF BUILDERS, IT'S SUPPLIERS & TRADE CONTRACTORS WILL PROVIDE WRITTEN "PARTIAL WAIVERS OF LIEN" FOR EACH INVOICE TO THE OWNER.

AS OWNER PROVIDES FINAL PAYMENT FOR THE FINAL INVOICE, JIM REIF BUILDERS, IT'S SUPPLIERS & TRADE CONTRACTORS WILL PROVIDE WRITTEN "FINAL WAIVERS OF LIEN" FOR THE PROJECT. UPON RECEIPT OF "FINAL WAIVERS OF LIEN" OWNERS PROJECT WILL BE FREE FROM ANY FUTURE LIENS PLACED ON IT BY CONTRACTORS FOR THIS PROJECT.


IT WILL BE OWNERS RESPONSIBILITY TO PROVIDE THE FINAL INSTITUTION COPIES OF LIEN WAIVERS TO AVOID DELAY IN ANY PAYMENTS. IN THE EVENT BUILDER FAILS TO PROVIDE APPROPRIATE LIEN WAIVERS AND THAT FAILURE RESULTS IN LATE PAYMENT TO BUILDER, BUILDER SHALL NOT BE ALLOWED TO CHARGE A LATE PAYMENT FEE(S) ON THAT INVOICE.

- **AGREEMENT PRICE:** THE PROPOSAL PRICE IS SUBJECT TO MARKET FLUCTUACTIONS, AVAILABILITY OF MATERIALS SUBJECT TO SUPPLIERS INVENTORY. THIS ESTIMATE IS VALID THROUGH June 10, 2015.

**ACCEPTANCE OF AGREEMENT AND SPECIFICATIONS**

I HEREBY AGREE TO THE ABOVE SPECIFICATIONS DATED: MAY 6, 2015 AND FOR THE SUM OF: \$12,753.00.

\_\_\_\_\_  
Jim Muenzenmeyer Date

  
\_\_\_\_\_  
5/6/2015  
Jim Reif Date  
President, Jim Reif Builders, Inc.