

August 4, 2020
Quote: 12376



Billing Address

Highland Village Homeowners
7193 E Valley Ridge Dr
Madison, WI 53719

Site Address

Highland Village Homeowners
7193 E Valley Ridge Dr
Madison, WI 53719

This seasonal snow agreement will be invoiced in 4 equal monthly installments starting November 1st.

Seasonal Snow Removal Prices:

Season	Total
2020-2021	\$35,391.00
2021-2022	\$36,452.74
2022-2023	\$36,452.74
2023-2024	\$37,546.33
2024-2025	\$37,546.33

Respectfully submitted:

The Bruce Company of Wisconsin, Inc.

Ryan Melkus

Ryan Melkus, Account Manager

ACCEPTANCE OF PROPOSAL: This quotation, specifications, conditions and accompanying drawings (if applicable) are satisfactory and hereby accepted. The Bruce Company of Wisconsin, Inc. is authorized to do the work indicated and payment will be made as specified. Any changes to above quote(s) must be initialed by both parties.

Proposal void after 30 days.

Please sign and return one copy

Accepted by:

x *Beth Ringgenberg*
Authorized Signature

8/24/2020

Date of Acceptance

x *Beth Ringgenberg, HVHA Treasurer* *treasurer@highlandvillage*
Name (please print) Email Address *madison.com*

TERMS AND CONDITIONS

Payment Terms

- 1.) Completed work or portions thereof are invoiced monthly, due upon receipt.
- 2.) Net 10 days, a finance charge will be assessed on all past due accounts at 1.5% per month.

Notice of Lien Rights

As required by the state of Wisconsin construction lien law, contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on that land and on the buildings on the land if they are not paid for such labor or materials. Those entitled to lien rights include 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. Owner should give a copy of each notice received to his mortgage lender, if any. Contractor agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Permits and Fees

The Owner is responsible for securing and paying for all applicable permits. The Bruce Company will help in coordinating and assisting in the permit application process.

Private Utility Lines

The locating of private utilities is the responsibility of the Owner. Any damage caused by unmarked or improperly marked private utility lines will also be the responsibility of the Owner.

Subsoil Conditions

Settling around foundations and along utility lines is not warranted by The Bruce Company. Unforeseen subsoil conditions such as shallow bedrock, stumps, stones over 18" in diameter, and other obstructions will be removed at an hourly rate. The cost of relocating existing utilities, drainage lines, or other underground structures shall be the responsibility of the Owner.

Scheduling

Work shall be scheduled upon receipt of signed contract and down payment. Actual construction schedule is affected by current workload, weather, and product availability. The Bruce Company shall not be responsible for any delays due to causes beyond our control, including but not limited to: accidents, fires, and weather.

Change Orders

Changes to the plans and specifications will be made only upon written Change Order agreed to by both parties and shall be paid upon completion of work.

GUARANTEE

Products and Workmanship

The Bruce Company of Wisconsin, Inc. guarantees our workmanship for a period of one (1) year from the date of substantial completion and extends and honors all manufacturers' warranties and guarantees.

Nursery Stock, Perennials and Aquatic Plants

All nursery stock is guaranteed for one (1) year from the date of installation. All nursery stock which dies during this guarantee period will be replaced, one time only, either during or at the end of the warranty period, at no charge to the Owner. All replaced nursery stock will not be covered by a guarantee. In case of negligence, rodents, or vandalism, this guarantee is not valid. Refer to <https://www.brucecompany.com/> for care and maintenance procedures.

Lawns

The stand of grass and quality of your lawn depends on the care given after seeding or sodding and, therefore, cannot be guaranteed by contract. However, we will guarantee that only the best available products are used for the installation of your turf grass areas. Guaranteed stand and extended maintenance are available at additional cost. Please ask your representative for details. Refer to <https://www.brucecompany.com/> for care and maintenance procedures.

Conditions of the Guarantee

The Bruce Company of Wisconsin, Inc. cannot be responsible for damage done to any of our installations caused by vandalism, negligence, or disasters, natural or otherwise, over which The Bruce Company of Wisconsin, Inc. has no control.

ALL GUARANTEES AND WARRANTIES ARE VOID IF PAYMENT IS NOT MADE AS SPECIFIED

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Notes:

- Plowing will be done starting at 1" depth unless prior arrangements are made.
- Shoveling will be done starting at 1" depth unless prior arrangements are made.
- Clearing sidewalks under 1" depth is the responsibility of the owner, unless prior arrangements are made.
- Clearing of roadways, city sidewalks, parking lots and driveways under 1" depth is the responsibility of the owner, unless prior arrangements are made.
- The Bruce Company reserves the right to add a surcharge on fuel in the event fuel costs escalate.
- Site salting is not included.
- Includes city sidewalk service, not private walks.
- A \$1,000.00 discount will be applied if Highland Village Homeowner Association pays the entire seasonal rate on or before November 1st of the upcoming snow season with signed contract.