

PROPOSAL

SCHWARTZ SEPTIC SERVICE, INC. N2300 Pelishek Road Adell, WI 53001 (920) 994-9686

To: Edward Doctor	
Address: 10402 CTH A	
City: Kiel WI 53042	
Phone Number:	

Date: 4/12/24

Work to be performed at: <u>01600100400200 Town of Schleswig</u>

I. WORK TO BE PERFORMED. We hereby submit a proposal to furnish the materials and perform the labor needed to complete the following work:

Installation of a replacement component and tanks with soil evaluation, state and county permits and plan design.

To include: abandonment of existing tank, new 4" pvc building sewer into house, connect to pvc plumbing, new 1000-gal, two compartment septic tank, 800-gal pump tank, 3" pvc force main to start of component. The component to be installed in tested area with a size of 65 ft x 24 ft of mound sand, two 50 ft x 4.5 ft distribution cells. We are to supply all necessary sand, stone, trucking, equipment, labor, effluent pump (Zoeller), effluent filter (sim tech), dual float controls, high water alarm, electrical wires and connection into house, control box on pump tank riser, pumping and abandonment of existing septic tank, supply covering material for component, restoration of disturbed areas of our work.

Documents further describing the work are set forth on attached Exhibit A (the "Work"). Any changes to the Work must be evidenced in writing.

We will not be held responsible for unknown or unforeseen subsoil conditions that could affect the completion of the Work. In the event unknown site conditions are encountered in completion of the Work, you agree to pay the cost of any additional work or materials resulting from such unknown site conditions. We are not responsible for the environmental conditions of the premise, including, but not limited to, stormwater and wetland issues affecting the site. You represent and warrant all permits have been obtained and agree to indemnify and hold us harmless for any and all claims resulting from permits not being obtained. You represent and warrant the site is not in a floodplain or floodway and that construction will not impede drainage of others.

II. CONTRACT PRICE AND PAYMENT. In accordance with the above specifications, the Work shall be performed for the sum of \$27,361.00. Payments shall be made as follows: \$3,000.00 down payment shall be paid upon acceptance of this Proposal, with the balance due 15 days after the Work is completed. If payment of the balance is not made when due, we can charge a finance charge of 1% per month on the balance owing. If payment of the Contract Price is not paid when due, you shall also be responsible for all costs incurred by us in collection of the balance owing including attorney fees and costs.

III. TIMING OF WORK. Work shall commence for <u>the 2024 season</u>. We reserve the right to adjust the foregoing time frame due to weather, accidents, delays, or other circumstances beyond our control.

- IV. WARRANTY. All work shall be completed in a workmanlike manner, in accordance with standard industry practices. The Work performed under this Proposal is warranted for a period of one (1) year from the date of completion of the Work. There shall be no other warranty beyond what is stated herein, and all implied warranties of merchantability and fitness are expressly disclaimed by us and are excluded herein. Any alteration/deviation from the specifications above that involves extra costs will be completed only upon written change orders and will become extra charges over and above this estimate. You shall carry fire, tornado, and other required insurance upon commencement of the Work.
- V. DEFAULT. We may, on three (3) days written notice to you, terminate this Proposal before completion if you are in default on any payment for a period of ten (10) days or more. On such termination, we may recover payment for all Work completed and for any loss sustained for materials, equipment, tools, labor, or machinery to the extent of actual loss thereon plus reasonable profit. We shall have the right to collect amounts due hereunder pursuant to all remedies available by law. To the extent not prohibited by law, Buyer shall pay all reasonable costs and expenses of collection, including attorney's fees and other legal expenses, incurred by us in the enforcement of this Proposal.
- VI. MISCELLANEOUS. This Proposal expresses all agreements between the parties concerning the subject matter hereof and supersedes all previous agreements, communications or understandings relating thereto, whether oral or written, including proposals, draft plans and specifications, brochures and other information, and shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and of the parties hereto.

VII. If the builder/homeowner postpones the project due to no fault of ours, this quote will need to be revisited if it goes beyond the 2-year renewal of permits.

This Proposal may be withdrawn by Schwartz Septic Service, Inc. if not accepted within <u>30</u> days after the date set forth above.

Schwartz Septic Service, Inc.

	By:
Acceptance of Proposal	
The above prices, specifications, and cond authorized to do the work as specified. Pa constitutes a binding contract upon signal	litions are satisfactory and are hereby accepted. You are yment shall be made as described above. This Proposal ture.
	Signature:
	Signature:
	Date:

NOTICE OF CONSUMER'S RIGHT TO RECEIVE LIEN WAIVERS

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

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Property Owner Edward Docter

parcel #01600100400200 SE1/4NE1/4 Sec 1 T17NR21E

Town of Schleswig

2.5 Acre parcel

.5% in tested area

Existing system one lateral to dryell with vent

11' below grade

Flow line of S.T. 94.54'

Barn has been removed from property Proposed double 4.5' x 50' cells w 6" of sand



pole shed