

1450 Oak Forest Drive
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La Crosse Sign Group PROPOSAL

Proposal No. **101647**

Date: 08/08/18

Proposal Submitted To:
CITY OF LA CROSSE
Attn: LEWIS KUHLMAN

CITY CLERKS OFFICE
400 LA CROSSE ST
LA CROSSE, WI 54601

Phone: 608 789 7304

Fax: 608 789 7552

Job Name and Address:
BURNS PARK

702 MAIN ST
LA CROSSE, WI 54601

We hereby submit specifications and estimates for: REPAINT SCULPTURE

La Crosse will provide the following upon acceptance of this proposal

Re-paint Lyre sculpture in Burns Park.

Prep sculpture as needed so new paint will adhere to the sculpture.

Provide blue paint per the color specifications of the city. Sculpture is approximately 16' tall with three (3) beams are 9" x 18". The beams split apart at the top to be six (6) beams about 9"x9".

Survey will be required prior to painting.

Investment:\$ 6,500.00 *

- * Pricing is subject to review after acceptance of final project specifications and artwork.
- * Pricing does not include applicable tax, permit or permit acquisition fees.
- * Pricing is subject to review after initial site survey is performed.

**DUE TO THE VOLATILITY OF RAW MATERIALS, PRICING IS SUBJECT TO REVIEW IF NOT ACCEPTED WITHIN 10 DAYS.
CUSTOMER IS RESPONSIBLE FOR ALL PERMIT COSTS.
ALL ILLUMINATED SIGNS WILL BE 120 VOLT, UNLESS OTHERWISE SPECIFIED AND QUOTED.
FINAL ELECTRICAL HOOK-UP BY CUSTOMER.
ALL PRICES ARE PLUS APPLICABLE SALES TAX**

We hereby proposed to furnish labor and materials – complete in accordance with the above specifications, for the sum of: \$ 6,500.00 *

Terms: 50% down, balance due upon completion, with approved credit.

A FINANCE CHARGE, maximum according to law, will be made on all amounts owed over 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon orders, and will become an extra charge over and above the estimate. It is also agreed that if any unforeseen extra costs, such as other than ideal excavating conditions, are encountered, such extra costs will be added to this estimate on a time and material basis. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance to cover his own properties. Our workers are covered by Worker's Compensation and Public Liability insurance.

Authorized Signature: Heather Ghelf signing for Heather Ghelf
HEATHER GHELF

Note: This proposal may be withdrawn by us if not accepted within 10 days.
WI. BUILDING CONTRACTOR REGISTRATION #1104371

CUSTOMER ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: See Lien notice on reverse side.

Date: _____

Signature: _____

TERMS AND CONDITIONS

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1. **PAYMENT:** Payment shall be due based on terms listed on this proposal. Interest shall accrue on the unpaid balance from the due date, at the monthly interest rate of 1.5%
2. **TAXES:** Buyer shall pay all taxes and other charges imposed by any governmental authority upon the production, sale, use or shipment of the products sold. Price quotations do not include taxes or other charges, unless specified.
3. **NOTICE OF LIEN RIGHTS: YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE LA CROSSE SIGN COMPANY, INC., ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. LA CROSSE SIGN COMPANY, INC. AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
4. **UNDERGROUND UTILITIES:** If underground digging is required at the location, it is La Crosse Sign's obligation to have any and all public underground utilities marked and located prior to digging (including water, sewer, electrical, telephone, cable, etc.). Customer is liable for any and all costs or damages incurred as a result of lack of marking any private underground utilities (in ground sprinkler systems, etc.)
5. **QUOTATIONS:** Price quotations are not binding beyond 10 days unless mutually agreed. Clerical errors are subject to correction.
6. **LIMITED WARRANTY AND LIMITATION OF LIABILITY:** Seller warrants the products sold and labor provided are free from defects in material and workmanship, subject to reasonable commercial variations. All products are sold and labor provided with the understanding that the customer has independently determined the suitability of the products for its purposes. Should any failure to conform to this warranty appear, and customer gives La Crosse Sign Company, Inc. notice of the defect within 1 year of the providing of the product and materials or completion of the work hereunder, whichever last occurs, La Crosse Sign Company, Inc. shall, upon proper notification hereunder and substantiation, at La Crosse Sign Company, Inc.'s option, refund the purchase price or repair or replace the product sold. Any claims for which notice of defect was not given as required above, are deemed waived.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR THE LABOR, MATERIALS AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY, AND LA CROSSE SIGN COMPANY, INC.'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.

7. **COMPLETION:** Unless otherwise mutually agreed, this Order is accepted on the basis that time of completion is not of the essence. La Crosse Sign Company, Inc. is not liable for any delays in completion caused by any cause beyond its reasonable control including accidents to machinery, labor disputes, transportation delays and delays or restrictions imposed by government rules or regulations.
8. **THIRD PARTY LIABILITY:** Seller shall not be liable to any third party for any claim in connection with the products sold. Buyer assumes sole responsibility for such third party liability and shall indemnify seller for all losses the third party claims, including, but not limited to, expenditures for judgments, attorney's fees, litigation and negotiation.
9. **EXPENSES OF COLLECTION:** Buyer agrees to pay all expenses of seller for collection of the amounts owed here under, including reasonable attorney's fees.
10. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Wisconsin.
11. **CONFLICTING TERMS:** The terms of this estimate/quotation shall prevail over any conflicting term in any order or other document from buyer.