

CONTRACT FOR THE PURCHASE OF A MADSION COLLEGE CABIN

This Contract, dated _____, is by and between the Community Development Authority of the City of Madison, (“Purchaser”) and the Madison Area Technical College, Construction & Remodeling Program (heretofore The Program):

Purchaser: Community Development Authority of the City of Madison

Mailing Address: 215 Martin Luther King Jr. Blvd. Room 312

City, State, Zip: Madison, WI 53703

Telephone Number :608-261-9664 (days) _____ (eves)

Email Address: mwachter@cityofmadison.com

Program Contact Person: Allie Berenyi

Mailing Address: Madison Area Technical College
 2125 Commercial Ave.
 Madison, WI 53704

Telephone Number: (608) 246-5234 (office) _____ (cell)

Email Address: berenyi@madisoncollege.edu

1. GENERAL

This Contract is for the construction of a cabin at the Commercial Avenue campus of The Program. The cabin shall be designed and built in a manner that is suitable for moving it to a Wisconsin property owned by the Purchaser. The cabin is generally described as:

The Contract consists of this document, any plans or specifications or exhibits referenced herein, the warranties included on Exhibit A, and the General Conditions following the signature page. Change orders and modifications shall be in writing and shall become part of this Contract.

2. PRICE

The total price for the cabin shall be determined at the end of construction, but prior to the cabins removal from campus, and shall not exceed \$75,000. The price will be the sum of the following:

- a. All materials used in the building.
- b. All work done by outside contractors.
- c. All materials used to facilitate the moving of the cabin.
- d. All materials purchased by the program that are used on the cabin after it has

been relocated.

Prior to each of the CDA's last three payments to MATC, MATC shall provide to the CDA copies of all invoices and payrolls for materials and services incorporated into the cabin.

3. START AND COMPLETION PROVISIONS

The construction will begin no sooner than _____ and the cabin will be ready for relocation by _____, barring any unusual circumstances. There will be no bonus for early completion, nor any penalty for late completion.

4. PERMITS, APPLICABLE CODES AND COMPLIANCE WITH LOCAL LAW

- a. According to an agreement made with the Wisconsin Department of Safety and Professional Services, The Program may receive one insignia for the building of a single manufactured home annually. The insignia is granted if the cabin passes rough inspections conducted by licensed WI building inspectors and the cabin's plans, specifications and heat loss calculations are submitted to the Division of Safety and Buildings. All fees for the insignia shall be the responsibility of MATC.
- b. The Purchaser is responsible for obtaining the necessary building and zoning permits required by the municipality where the cabin will be located. The final inspection required to receive the occupancy permit shall be scheduled by the Purchaser.

5. SPECIFIC REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

This Contract will be completed by the Program in a good and workmanlike manner, using good quality materials. The cabin will be built per the plans and specifications.

6. PAYMENT

Timely payment by the Purchaser of all sums due under this Contract is of the essence to this Contract. The parties agree to the following schedule of payments:

Down payment upon execution (approx. 10% of total cost): \$7,500

After rough inspections (approx. 10% of total cost): \$7,500

Before cabin is moved (approx 75% of total cost): \$55,000

Remaining balance is due upon completion of the Contract.

7. INSURANCE.

Madison Area Technical College shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to, completed operations, bodily injury, property damage, and contractual liability coverage in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Madison Area Technical College's coverage shall be primary and noncontributory, and list the Community Development Authority of the City of Madison, its officers, officials, agents and employees as Additional Insureds.

8. INDEMNIFICATION.

Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

9. SIGNATURE

Attached hereto are General Conditions governing the rights and obligations of the parties to this Contract. The parties are further subject to the laws of this state governing contracts.

Community Development Authority
Of the City of Madison

Madison Area Technical College

By: Kelly Thompson-Frater, Chair

By:

By: Natalie Erdman, Secretary

GENERAL CONDITIONS

These General Conditions are part of the Contract between Community Development Authority of the City of Madison (“Purchaser”) and Madison Area Technical College, Construction & Remodeling Program (“Program”) for the construction of a cabin, (dated)

PROGRAM’S DUTIES—GENERAL

- a. Direct and control the work contracted for in accordance with the terms of this contract and all applicable codes, laws and regulations.
- b. Supervise Program students, verifying that the work is performed in a good and workmanlike manner.
- c. Direct the work of all subcontractors selected by the Program.
- d. Perform the following:
 - i. Rough carpentry including the framing of the floors, walls and roof.
 - ii. Exterior carpentry including installation of windows and doors, roofing and exterior trims and siding.
 - iii. Interior carpentry including installation of drywall, cabinets, interior doors, trims, wood floors and stairs.
 - iv. Hiring subcontractors to perform rough plumbing and rough electrical work.
- e. Not perform the following:
 - i. Painting with the exception of back priming of exterior trims and sidings as required.
 - ii. Preparation of the cabin’s foundation.
 - iii. Any decks, porches or other exterior spaces

PURCHASER’S DUTIES—GENERAL

- a. Purchaser shall be entitled to make periodic inspections of the work site when accompanied by a representative of the Program, provided such inspections do not interfere with the work and can, in the sole judgment of the Program, be made safely. Any other entry onto the construction site shall be at the Purchaser’s risk.
- b. Perform no work on the project without the agreement of the Program.
- c. Avoid interfering with students working on the project.
- d. Request no changes or alterations to the Program.
- e. Arrange for the transport of the cabin to his/her property.
- f. Perform the following:
 - i. Prepare his/her property for the placement of the cabin. This includes preparation of the cabin’s foundation and preparation of adjacent land for the temporary placement of a crane.
 - ii. Exterior and interior painting.
 - iii. Plumbing, HVAC and electrical work to be performed after the cabin is delivered.
 - iv. Direct the work of all subcontractors selected by the Purchaser.

MATERIAL SUBSTITUTION

Program reserves the right to substitute other materials, products and/or labor of similar equal or superior quality, utility or color.

DELAY

Program shall not be responsible for delays caused by events beyond the control of the Program, including but not limited to: war, acts of God, riots, governmental regulations and restrictions. Delays caused by Purchaser's failure to make allowance for materials' selections or caused by the performance by the Program of extras shall likewise be excusable delays.

EXTRAS

Any extra work or materials desired by Purchaser shall be agreed upon in writing and such extras shall become a part of this Contract. Unless otherwise agreed, extras shall be paid for as performed. Failure of the Purchaser to sign an extras order shall not preclude recovery for same by Program.

SUBCONTRACTORS

- a. Program shall select subcontractors as required to complete this Contract. Purchaser acknowledges that various portions of the work will be done by subcontractors. Any subcontractor selected by Program shall have all requisite licenses for the work done by such subcontractor, and Program shall issue subcontracts in writing whose specifications are consistent with this agreement.
- b. Program shall exercise reasonable care in the selection of subcontractors.

WARRANTIES

MATC provides the warranties on the attached Exhibit A, which is incorporated by reference and made a part of this Contract.

NOTICES

Notices may be sent to either party at the addresses shown above, or mailed by certified or registered mail. Any mailed notice shall be deemed given as of the date of mailing.

SEVERABILITY

If any portion of this agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force between the parties.

ENTIRE AGREEMENT

This Contract consists of the documents defined above, and constitutes the entire agreement of the parties. It can be modified only by a written document.

Community Development Authority
Of the City of Madison

Madison Area Technical College

By: Kelly Thompson-Frater, Chair

By:

By: Natalie Erdman, Secretary

Exhibit A

MATC provides the following warranties to Purchaser and its assignee for a period of one year following the date of delivery of the Cabin:

The Cabin constructed by MATC shall meet the standards prescribed by law or administrative rule of the State of Wisconsin Department of Administration or Department of Safety and Professional Services that are in effect at the time of the manufacture of the Cabin.

The Cabin shall be free of defects in material and workmanship and is reasonably fit for human habitation if it receives reasonable care and maintenance as defined by rule of the Department of Safety and Professional Services.

MATC shall take corrective action for defects that become evident within one year from the delivery date and as to which the Purchaser or its assignee has provided MATC with notice not later than one year and ten days after the delivery date at the address for MATC provided above. MATC shall make the appropriate adjustments and repairs within thirty days after notification of the defect at the site of the Cabin without charge to the Purchaser or its assignee.

If a repair, replacement, substitution or alteration is made under this warranty and its is discovered before or after expiration of the warranty period, a statement that the repair, replacement, substitution or alteration has not restored the Cabin to the condition in which it was warranted except for reasonable wear and tear, such failure shall be considered a violation of the warranty and the Cabin shall be restored to the condition in which it was warranted to be at the time of the sale except for reasonable wear and tear, at no cost to the Purchaser or the Purchaser's assignee notwithstanding that the additional repair may occur after the expiration of the warranty period.

During any period of time after notification of a defect the Cabin is uninhabitable, as defined by rule of the Department of Safety and Professional Services, that period of time shall not considered part of the one-year warranty period.

All parts and equipment which are not a part of this warranty are described below: