



EXHIBIT A

Estimate

Project Information	
Project #	17-02-105
Title	Boerner Paver Walkway
Address	9400 Boerner Drive
City, State, Zip	Hales Corners, WI 53130

Estimate Information	
Estimate #	004
Description	Final 2019 Permeable Paving Boerner Botanical Gardens

From	
Contact	Craig Olsen
Company	Breckenridge Landscape
Address	18480 W Lincoln Ave
City, State, Zip	New Berlin, WI 53146
Phone	(262) 364-1719
E-Mail	colsen@breckenridgelandscape.com

To	
Contact	
Company	Boerner Botanical Gardens
Address	9400 Boerner Drive
City, State, Zip	Hales Corners, WI 53130
Phone	
E-Mail	

Payment Terms		
1/3 Deposit to schedule project	1/3 upon starting project	Balance upon completion
Please note, all payments are to be made by check only.		

Breckenridge Landscape proposes the following work to be done as per the enclosed specifications as they apply:

Inclusions, Exclusions, Clarifications

01: Entrance Area - Annual Gardens (#1 and #2)

- Inclusions**
- 01 Entrance Area (#1 and #2)
 - Excavate as needed to create a 12" deep clear stone base
 - Hand excavate by hand around larger tree's and roots directed by County Parks Staff
 - Add drainage pits as needed
 - Supply and Install Unilock Eco Piora permeable paver in a standard finish
 - Colors have been dropped off for review, client to sign off on final choice
 - Sweep white limestone chip stone into joints
 - Remove steel edging that is lining the current walks
 - Supply and Install permeable snap edge on outside edges
 - Breckenridge has provided a map of the ares that are included

Exclusions

- Client to be responsible for the location of utilities and privately run lines (irrigation, electric, gas and others).
- Sleeving can be done during the base process, quotes can be given prior based upon how many and size of pipes needed.
- Relocation and repair of lines not included (Electric, low voltage, irrigation, gas and others).
- Breckenridge Landscape is not responsible for any unforeseen objects below the surface on the construction site.

02: Shrub Mall (#11)

- Inclusions**
- 02 Shrub Mall (#11)
 - Excavate as needed to create a 12" deep clear stone base
 - Hand excavate by hand around larger tree's and roots directed by County Parks Staff to Add drainage pits as needed
 - Supply and Install Unilock Eco Piora permeable paver in a standard finish
 - Colors have been dropped off for review, client to sign off on final choice
 - Sweep white limestone chip stone into joints
 - Remove steel edging that is lining the current walks
 - Supply and Install permeable snap edge on outside edges
 - Breckenridge has provided a map of the ares that are included



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Exclusions

Client to be responsible for the location of utilities and privately run lines (irrigation, electric, gas and others).
 Sleeving can be done during the base process, quotes can be given prior based upon how many and size of pipes needed.
 Relocation and repair of lines not included (Electric, low voltage, irrigation, gas and others).
 Breckenridge Landscape is not responsible for any unforeseen objects below the surface on the construction site.

03: Perennial Garden (#3)

Inclusions

03 Perennial Garden (#3)

Excavate as needed to create a 12" deep clear stone base
 Hand excavate by hand around larger tree's and roots directed by County Parks Staff Add drainage pits as needed
 Supply and Install Unilock Eco Piora permeable paver in a standard finish
 Colors have been dropped off for review, client to sign off on final choice
 Sweep white limestone chip stone into joints
 Remove steel edging that is lining the current walks
 Supply and Install permeable snap edge, remove existing edging as needed
 Breckenridge has provided a map of the ares that are included

Exclusions

Client to be responsible for the location of utilities and privately run lines (irrigation, electric, gas and others).
 Sleeving can be done during the base process, quotes can be given prior based upon how many and size of pipes needed.
 Relocation and repair of lines not included (Electric, low voltage, irrigation, gas and others).
 Breckenridge Landscape is not responsible for any unforeseen objects below the surface on the construction site.

Proposal Details

Description	Quantity	Unit
Entrance Area - Annual Gardens (#1 and #2)	1	LS
Delivery - Trucking Unilock (Avg)	7	Each
Labor - Install Pavers Mechanically	140	Hrs
Labor - Sweep Chips Into Joints	30	Hrs
Labor - Machine Excavate	60	Hrs
Labor - Install Compacted Gravel Base	60	Hrs
Clear Stone - 3/4"	350	Ton
Clear Stone - 3/8"	50	Tons
Labor - Cut Pavers	30	Hrs
Unilock Eco Piora Standard Finish	12800	SF
Spikes - 10"	1800	Each
Delivery - Trucking Starline	30	Hrs
Power Wheelbarrows	1	LS
Materials	1	LS
Clear Stone Chip - 1/4"	4	Ton
Labor - Install Paver Edging Restraint	50	Hrs
Snap Edging - Permeable Edging (8 ft)	1000	LNFT
10"Spikes	1000	Case

Entrance Area - Annual Gardens (#1 and #2) Subtotal = \$85,803.38

Shrub Mall (#11)	1	LS
Labor - Install Pavers Mechanically	140	Hrs
Labor - Sweep Chips Into Joints	30	Hrs
Labor - Machine Excavate	60	Hrs
Labor - Install Compacted Gravel Base	90	Hrs
Clear Stone - 3/4"	250	Ton



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Clear Stone - 3/8"	40	Tons
Spikes - 10"	1500	Each
Unilock Eco Standard Finish	7000	SF
Trucking	4	Ea
Power Wheelbarrow	1	LS
Delivery - Trucking Starline	20	Hrs
Materials	1	LS
Clear Stone Chip	5	ton
Labor - Install Paver Edging Restraint	50	Hrs
Snap Edging - Permeable Edging (8 ft)	1300	LNFT
10"Spikes	1300	Case
Shrub Mall (#11) Subtotal = \$63,077.71		

Perennial Garden (#3)	1	LS
Labor - Install Pavers Mechanically	200	Hrs
Labor - Sweep Chips Into Joints	40	Hrs
Labor - Machine Excavate	120	Hrs
Labor - Install Compacted Gravel Base	120	Hrs
Clear Stone - 3/4"	430	Ton
Clear Stone - 3/8"	50	Tons
Unilock Eco Piora Standard Finish	11000	SF
Delivery	8	Ea
Power Wheelbarrows	1	LS
Delivery - Trucking Starline	40	Hrs
Materials	1	LS
Clear Stone Chip	5	Ton
Labor - Install Paver Edging Restraint	70	Hrs
Snap Edging - Permeable Edging (8 ft)	1300	LNFT
10"Spikes	1300	Case
Perennial Garden (#3) Subtotal = \$92,557.27		

Estimate Total: \$241,438.36

Services may be subject to local taxes. Taxes will be applied upon invoicing.

PLEASE READ THE FOLLOWING CAREFULLY:

Repair of existing lawn due to construction access is not included unless otherwise specified in this contract.

It is expressly agreed that Breckenridge Landscape has the right to take photographs of the owners landscaped property and to use these photographs for advertising and display purposes without further approval from owner.

Breckenridge Landscape will call Diggers Hot Line for staking of major utilities. However, Breckenridge Landscape will not assume responsibility for damage done to any other underground services including, but not limited to, underground wiring, sprinkler systems, septic tanks and lines, gas and water shut-off valves, property stakes, etc. It shall be the responsibility of the owner to mark these before Breckenridge Landscape begins work at the site.

Breckenridge Landscape will not assume responsibility for sub-surface drainage, hydrostatic water pressure and repairs to plantings, walks, patios, drives, lawns, etc., due to earth settling on the construction site since this cannot be predicted.

PLANTINGS

Breckenridge Landscape, will guarantee plants to be in a satisfactory growing condition and to live for a period of one year from the date of installation. We will replace only once without charge any tree, shrub, evergreen, groundcover or woody vine that fails to survive within this time, provided that the plant has received normal and reasonable care, and that the owner has followed recommended



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maintenance procedures. Any plant, which has been replaced once without charge, is not included in this guarantee. We are unable to guarantee plants raised in planters or pots, annuals, perennials, roses, bulbs, rhododendrons, azaleas, (Korean) boxwood, seeds or plants that have been transplanted on the owner's property. Breckenridge Landscape will not guarantee or replace, at our expense, plants killed by deer, rodents, pets, insects, weather (natural disaster or as a result of winter kill), mechanical or chemical damage, vandalism, or owner neglect. Replacements are handled as soon as possible if plantings are available. In some cases, substitution of a like plant of equal or greater value is necessary. The owner will be notified of any substitutions. We will provide maintenance instruction for the care of plants and will answer to the best of our ability, questions regarding problems or procedures should they arise.

SEED

Breckenridge Landscape, will guarantee the rise of high quality seed that are capable of producing a successful lawn. Seeding is not a one step process; it is to be expected that seeded areas will need over-seeding the following year (not included in the original price). It is also common that weeds will come up with the grass. Seeded areas must be watered according to instructions provided immediately after installation. The newly seeded lawn will need to receive regular fertilizer and weed control. We will not be responsible for surface water damage or damage caused by animals. Since we are unable to control subsequent care or failure to the installation, we will guarantee the final product only to the extent of the purchase price of seed and workmanship supplied. Breckenridge will provide maintenance instruction the care of our newly installed seed and will answer any questions.

SOD

Breckenridge Landscape, will guarantee sod to take the first growing season, if proper maintenance practices are followed as recommended. We are unable to guarantee sod installations that are affected by insect problems or disease, including Fusarium Blight. Breckenridge will provide maintenance instructions for the care of your newly installed sod and will answer any questions.

CONSTRUCTION/WARRANTY

Breckenridge shall not be responsible for damage to underground objects and systems including but not limited to sprinkler systems, invisible dog fences, lighting, water shut off valves, plumbing or electrical lines unless notified before the project starts of the exact location of underground objects and systems via a survey provided by the Owner.

Breckenridge warrants to the Owner that: a) Materials and equipment furnished pursuant to this contract will be new and of good quality, unless otherwise required or permitted by the contract or Owner; b) The work will be free from defects not inherent in the quality required or permitted; and c) The work will conform to the requirements of this contract.

Breckenridge's warranty shall be for only one (1) year from the date of installation.

Breckenridge's warranty excludes remedy for damage or defects caused by abuse, modifications not executed by Breckenridge, improper or insufficient maintenance, improper operation, normal reactions of materials to temperature, weather or other climatic conditions such as checking and warping of wood products due to earth settling around construction sites, or normal wear and tear in normal usage. The warranty shall not apply unless payment in full of the contract sum has been made to Breckenridge. The Owner shall deliver to Breckenridge a written notice specifically stating the warranty claims prior to Breckenridge being obligated to perform. The written notice must be received by Breckenridge no later than thirty (30) days after the expiration of the warranty period expressing that the claim arose within the warranty period to be a valid warranty claim. Upon receipt of the written notice, Breckenridge shall repair, if able, and/or replace items as determined by Breckenridge to satisfy the warranty claim within a reasonable time, but Breckenridge shall start within thirty (30) days, provided weather and other reasonable conditions do not prevent such.

BRECKENRIDGE'S WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE DESIGN, MATERIALS, WORKMANSHIP, MERCHANTABILITY, FITNESS FOR PURPOSE AND PERFORMANCE OF ITS WORK OR MATERIALS, SHALL BE LIMITED EXCLUSIVELY TO THE WARRANTY SET FORTH HEREIN. BRECKENRIDGE, EXCEPT AS EXPRESSLY PROVIDED HEREIN, DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW OR OTHERWISE CONTAINED IN OR DERIVED FROM THE CONTRACT OR IN ANY OTHER MATERIALS, BROCHURES, PRESENTATIONS OR OTHER DOCUMENTS OR COMMUNICATIONS WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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THE EXPRESS WARRANTY AND REMEDY SET FORTH IN THE CONTRACT ARE EXCLUSIVE AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY SHALL APPLY. THE OWNER'S EXCLUSIVE REMEDY AND BRECKENRIDGE 'S SOLE OBLIGATION AFTER ACCEPTANCE OF THE WORK SHALL BE AS STATED HEREIN.

THE EXCLUSIVE MEASURE OF DAMAGES RECOVERABLE BY OWNER, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, SHALL NOT INCLUDE ANY AMOUNTS FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE. DAMAGES SHALL BE LIMITED TO THE CONTRACT SUM.

Breckenridge guarantees to honor its Stated Policy provided that all invoices for services performed are paid in full upon due date.

I/We have read the understand the above stated warranty policy,

Owners Initials: _____

Owners Initials: _____

ACCESSIBILITY: Breckenridge may require access via the driveway with its equipment. Breckenridge will be careful, but Breckenridge shall not be responsible for cracks, shifting, scuff marks, weak areas or edges, etc. resulting from Breckenridge's equipment accessing the project on the driveway and other surfaced areas. Owner shall instruct Breckenridge in writing if the Owner does not want Breckenridge to access the project via the Owner's driveway and/or other surfaced areas. Breckenridge will apply an extra labor charge if Breckenridge is unable to access the project via the Owner's driveway and/or other surfaced areas.

HOURLY RATES: The standard hourly rate for work performed is calculated by the man hour (per man hour). This rate applies to each person performing work on the project and includes each hour worked on tasks related to performing the work in accordance with the above specifications. This rate also applies to Time & Materials (T&M) work requested by the owner via either verbal or written communication and will be charged on a per man hour basis for each worker.

This rate does not include Prevailing Wages as dictated by the Department of Workforce Development (DWD) or Davis Bacon Wages unless otherwise specified within this contract.

The Hourly Rate is: \$50.00 per man hour

START & COMPLETION DATES: Owner understands and agrees that there are circumstances beyond the control of Breckenridge including but not limited to weather, vendor/supplier issues, shipping delays, material availability and labor issues which may contribute to the delay of the start or completion of the project. Breckenridge shall not be deemed in default of the contract to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide materials, power, or supplies, or any other act or condition beyond the reasonable control of Breckenridge. In the event of a delay for any reason Breckenridge will use reasonable efforts to communicate to Owner of the delay and the new timeline for the start date and/or completion of the project via email or a phone call. Owner agrees to hold Breckenridge harmless for delays caused by circumstances beyond the control of Breckenridge.

Anticipated Start Date: _____

Anticipated Completion Date: _____

INDEPENDENT CONTRACTORS: Owner understands and agrees that Breckenridge does and can use Independent Contractors to perform the work specified and that the specific contractors used varies based on availability of the contractors and the scheduling of each project. Upon written request Breckenridge, in accordance with the Wisconsin Home Improvement Practices Act (HIPA) will provide the names and address of the Independent Contractors who will perform the work on the project within 3 days prior to the start of the project.

CUSTOMERS RIGHT TO CANCEL: Owner may cancel this contract by mailing a written notice to



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BRECKENRIDGE LANDSCAPE DESIGN, CONSTRUCTION & MAINTENANCE, LLC
18480 W Lincoln Ave.
New Berlin, WI. 53146

before midnight of the third (3rd) business day after you have signed this Contract. If you wish, you may use this page as notice by writing "I hereby cancel"

PAYMENT: Failure to pay, as set forth on the contract, herein, will result in a finance charge of 1 ½% per month (18% annual rate). In addition to charging a finance charge, Breckenridge reserves the right to pursue any and all legal recourse to collect its fees. In the event a collection agency is used by Breckenridge in the collection of the account, owner shall pay all collection costs including reasonable attorney fees.

Owner shall provide payment within twenty (20) days of Breckenridge's invoice. Payments due under the contract shall bear interest from the date payment is due at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law at the place of the project. The Owner shall also pay all costs of collection of any payment due, including, but not limited to, actual attorneys' fees. In the event Owner requests that the Breckenridge stop Work, the Owner shall pay to the Breckenridge, as liquidated damages, an amount equal to (a) the full contract sum if Breckenridge has completed the work; or (b) if the Breckenridge has not completed the work, the value of work in process and any materials or supplies used or for which commitments have been made by Breckenridge in connection with this contract (as determined by Breckenridge in accordance with its usual accounting procedures including full provision for overhead) plus ten percent (10%) for administration expenses regarding the cancellation by the Owner. If Owner requests Breckenridge to start work after stoppage of work, Owner shall pay Breckenridge a re-mobilization fee of 10% of the contract sum.

ANY AND ALL GUARANTEES SHALL BE VOID IF THE TERMS OF PAYMENT AS SET FORTH HEREIN ARE NOT FULFILLED.

LIEN NOTICE: BRECKENRIDGE HEREBY NOTIFIES OWNER:

As required by the Wisconsin construction lien law, Breckenridge hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to Breckenridge, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Breckenridge agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

SEVERABILITY: The invalidity of any paragraph or subparagraph of the Contract Documents shall not affect the validity of any other paragraph or subparagraph. In the event that any paragraph or subparagraph therein shall be held invalid by any court of competent jurisdiction, such determination shall not result in holding that any other paragraph or subparagraph herein is not valid and enforceable, and the balance of the Contract Documents shall be construed to provide the parties with the economic realities to each as intended by the Contract Documents

GOVERNING LAW: This contract shall be governed by the laws of the State of Wisconsin without reference to principles of conflict of law.

NEUTRAL CONSTRUCTION: The parties agree that this contract was negotiated fairly between them at arm's length and that the final terms of the contract is the product of the parties' negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of the contract and the rights and obligations affected hereby. The parties agree that this contract shall be deemed to have been jointly and equally drafted by them, and that the provisions of this contract therefore shall not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s) of this contract.



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EXECUTION: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Facsimile signatures or scanned or electronic signatures are acceptable in lieu of originals.

BINDING EFFECT AND ENTIRE AGREEMENT: This contract shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns. This contract sets forth the entire agreement of the parties covering the subject matter hereof and supersedes all prior agreements, understandings, and conditions whether oral or written relating to the subject matter hereof.

NOTICE CONCERNING CONSTRUCTION DEFECTS

Right to Cure: Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

SEE ATTACHED BROCHURE: WISCONSIN "RIGHT TO CURE LAW"

SIGNATURES ON FOLLOWING PAGE



Estimate

Breckenridge Landscape Design, Construction & Maintenance, LLC:

Estimator Signature: _____ Date: _____

Client:

I/We, Shirley Walczak , agree to the above costs and specifications and authorize you to do the work as outlined above.

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____

This proposal is valid until July 31st, 2019.



Wisconsin “Right to Cure Law”

The “Right to Cure Law” provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the “Right to Cure Law” process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the “Right to Cure Law,” says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the “Right to Cure Law”, and is not a complete description of the law, and is not a substitute for legal representation.

Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the “Right to Cure Law” can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the “Right to Cure Law” process, by the state’s court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor’s Response—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant’s Response—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor’s Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant’s Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.