

*Figure 1. Overhead from Google Maps showing proposed location of compressor on the north facade and location of the chimney to be tuck-pointed.*

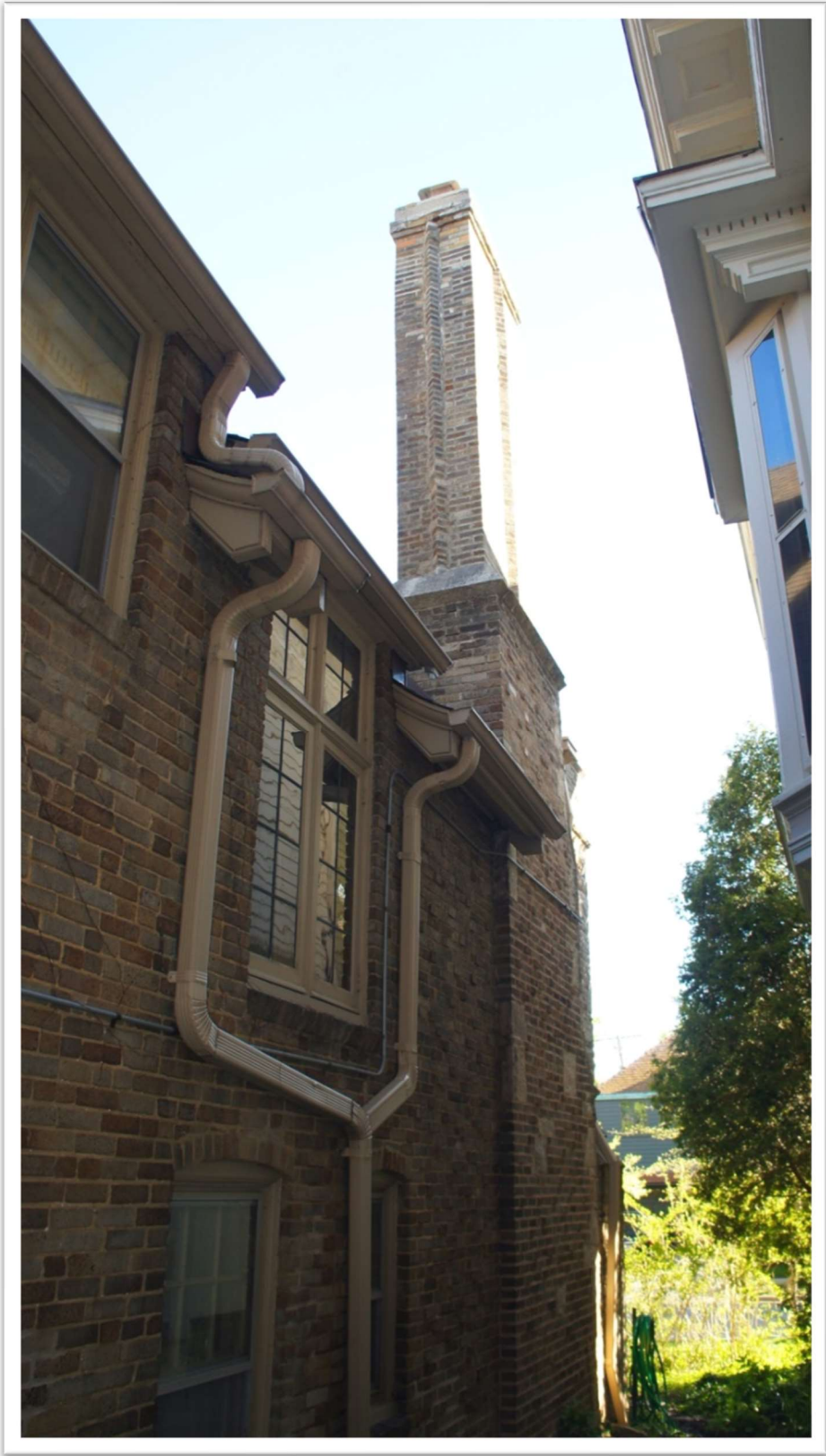


Figure 2. Chimney to be tuckpointed.



Figure 3. North facade where compressor will be located.

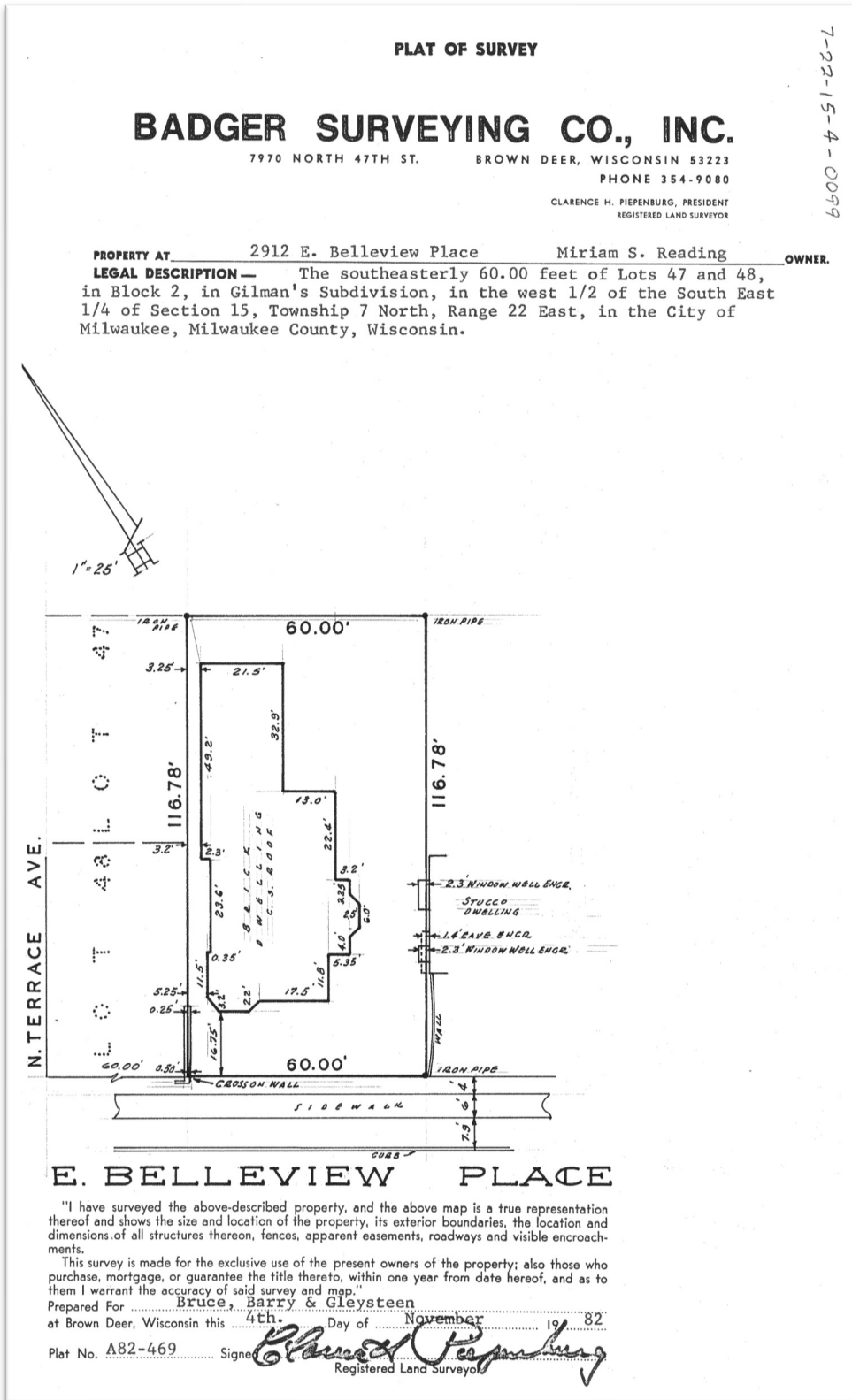


Figure 4. Plat of survey conducted in 1982.



## **Heating & Air Conditioning**

3260 North 126<sup>th</sup> Street

Brookfield, WI 53005

262-783-6000 phone 262-783-6867 fax

www.grossheating.com

To: Mary Jo Radcliffe  
 Address 2912 E Bellview Place  
 Milwaukee  
 Date: 11/28/22  
 Page: 1 of 2

### ***HVAC Work Proposal (furnish & install)***

#### **Install (1) Unico High Velocity Air-Conditioning System (5 ton)**

w/

- Unico Indoor Fan Coil Unit located in attic 3<sup>rd</sup> floor
- Carrier Performance Horizontal Air-Conditioner model 24AHA460 Air-Conditioner with PURON Refrigerant
- 5 Ton 14 SEER nominal unit efficiency
  - 72 decibel sound rating, 10 year parts & 10 year comp. warranty
- (35-37) Supply outlets will be equipped with silencer terminators
- Route ducting in attic into lower attic above garage, ducting may have to be exposed in hall of 3<sup>rd</sup> floor to get ducting in lower attic.
- Add supply's to 3<sup>rd</sup> floor, second floor, room above garage and 1<sup>st</sup> floor kitchen and living room if possible.
- All metal supply main ductwork and return register with 1" filter frame located in 3<sup>rd</sup> floor bedroom and hallway of 2<sup>nd</sup> floor.
- Secondary safety drain pan installed under unit in attic. This drain pan will have a float switch that will shut the equipment down if there is any sort of water in the safety pan.
- Pro 705 Programmable Thermostat located on 2<sup>nd</sup> floor
- Electrical and HVAC permits.
- Includes tax, cleanup of all installation material, all sheet metal and electrical, locate air conditioner on North side of home or West side of home in cove or , run ¾ pvc drain line with electric and refrigerant lines down side of home (cover these lines with line hide.
- 1 year Gross Guarantee on complete job (parts & labor).

Total ----- \$ 55,387.00

*Serving Southeastern Wisconsin since 1925*

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Payment – ½ down and balance on completion

This price is based on this years material cost, if you are interested in proceeding we will need ½ down by December 23<sup>rd</sup> so we can order the main equipment and materials otherwise we will be getting a 6% increase January 1<sup>st</sup> which we will have to adjust the estimate at that time. A good time to do the installation will be March or April 2023.

*Statement of Lien Rights*

*Gross Heating Inc. hereby notifies owner that persons or companies furnishing labor or materials for the replacement on owner's land may have lien on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned, are those who contract directly with the owner or those who give the owner notice within 60 days after they furnish labor or materials for the replacement. Accordingly, owner probably will receive notices from those who furnish labor or materials for replacement and should give a copy of each notice received to his or her mortgage lender, if any. Builder agrees to cooperate with the owner and his or her lender, if any, to see that all potential lien claimants are duly paid.*

*Cancellation Clause*

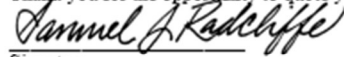
*Owner may cancel this agreement without penalty at anytime up to midnight of the third business day after the date of this agreement by sending a written cancellation notice to Gross Heating, Inc. any deposit will be returned promptly.*

*Late Charges*

*Late charges will be added to all past due accounts.*

This quotation is good for 30 days and payment for the work done is due on job completion. If you wish to proceed we can be reached at (262)783-6000 or you may also sign and fax this proposal to (262)783-6867. We will be in touch to set a day and time for the installation.

Thank you for the opportunity to quote you on this service and please call should you have any questions.



Signature

12/13/2022

Date

Sincerely,  
Jeff Yaeger  
414-416-6452 cell



## Holton Brothers, Inc. Contractors

1257 Terminal Road  
Grafton, WI 53024

Phone: 262-377-7887  
Fax: 262-377-0615

Masonry Repairs - Tuckpointing - Caulking - Waterproofing

Please check if project is tax exempt (attach certificate of exemption)

**Number** AABQ22332

**Date** Dec 15, 2022

**Proposal Submitted To:**

**Sam Radcliffe**  
2912 E Belleview Place  
Milwaukee, WI 53211

**Project Site**

2912 E Belleview Place

**Your Sales Rep**

**TR (Thomas R.) Holton**  
Sales Representative  
262-377-7887  
TR@holtonbrothers.com

We hereby propose to furnish, labor, materials, equipment and insurance complete in accordance with the following specifications.

### **EXTERIOR RESTORATION**

The chimney has been visually inspected by this contractor. It is my opinion the proper procedure for repair should be as outlined in the following specifications.

### **TUCKPOINTING OF BRICK MASONRY**

All exterior brick masonry surrounding stone beltline and below shall be inspected and tested for soundness. Mortar joints which are visibly loose or eroded from adjoining brick masonry shall be cut out with a power-driven abrasive wheel to a minimum depth of three-quarter inch (3/4") and as much more as conditions require. After cleaning and flushing with water or compressed air, joints which have been cut out and all voids in mortar shall be filled with special tuckpointing mortar and finished off with a tooled surface to match adjoining areas as closely as possible. Completed work shall be wet down to insure proper curing of the mortar. NOTE: hairline cracks in mortar shall not be deemed defective and are not included in the quote.

**NOTE: Due to the lateness of the season, Holton Brothers cannot guarantee that the masonry work will be able to be completed this year. If proposal is accepted, signed and sent back prior to 12-31-22, Holton Brothers will hold the price and the work will be completed in the spring of 2023.**

**SubTotal** \$2,209.00

**Total** \$2,209.00

**TERMS AND CONDITIONS**

The following terms and conditions (these "Terms") between Holton Brothers, Inc., ("HB") and HB's customer identified in the Proposal to which these Terms are attached ("Contracting Party") (Contracting Party is one of the following: 'Property Owner' or 'Management Company as Authorized Agent for Property Owner' or 'General Contractor'), together with the Proposal, represent the agreement between the parties for construction and other contracted services to be performed at the location listed on the Proposal.

**PROPOSAL TERMS**

1. **Payment Amount:** The amount due to HB from Contracting Party is the amount listed on the Proposal as the 'Total Amount,' plus the total sum of all change orders referenced in Paragraph 6, and any fees or interest assessed pursuant to these Terms.
2. **Payment Due Date:** As agreed upon by the parties, HB may require periodic payments during the construction period. Payment in full must be received by HB no later than the 30th day after the work has been completed.
3. **Late Payments:** Any invoice amounts outstanding after the 30th day following the completion of the work will result in a late payment fee of 1.5% of the outstanding balance, assessed monthly until paid in full. In addition to a late payment fee, HB reserves its right to pursue all available remedies, including filing and perfection of a lien as described in Paragraph 4.
4. **LIEN NOTICE:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, HB HEREBY NOTIFIES CONTRACTING PARTY AND PROPERTY OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON PROPERTY OWNER'S LAND MAY HAVE LIEN RIGHTS ON PROPERTY OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO HB, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CONTRACTING PARTY OR PROPERTY OWNER OR THOSE WHO GIVE THE CONTRACTING PARTY OR PROPERTY OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CONTRACTING PARTY OR PROPERTY 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 CONTRACTING PARTY'S OR PROPERTY OWNER'S MORTGAGE LENDER, IF ANY. HB AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
5. **Work Performed:** All work performed by HB is subject to the Proposal, which lists all of the work specifications, as well as all change orders (as of the date of the Proposal) contemplated in Paragraph 6.
6. **Changes to Proposed Work:** Any alterations or deviations from the work specifications included in the Proposal that result in additional costs shall be agreed to via written agreement between the parties. Any costs associated with the changes shall be paid by Contracting Party. All written change orders shall be considered a part of the original proposal.
7. **Work Schedule:** Work shall commence on a date agreed upon by both parties. HB shall perform the work during normal business hours. As the project progresses, the parties may agree to vary the work schedule and adjust the costs accordingly.
8. **Work Completion:** The completion date shall be date Contracting Party receives a final invoice from HB. HB shall provide such notice when the work specified in the Proposal has been completed, inclusive of all change orders contemplated in Paragraph 6, and HB has removed all of its materials from the project location.
9. **Workmanlike Manner:** HB shall complete all work in a workmanlike manner according to standard industry practices.
10. **Agreement Applies to General Contractor:** Where this agreement includes language making a section applicable to a general contractor, it is assumed that HB is acting as the subcontractor, was hired by, and will be paid by the general contractor. Where HB acts as the subcontractor, the guarantees in Paragraph 9 are assumed to be made to the general contractor and not to the property owner. In the event that the property owner pursues an action against HB based on those guarantees, general contractor agrees to indemnify and defend HB in such action. General Contractor guarantees that the property owner is aware of all responsibilities and liabilities listed in these terms and conditions.
11. **Subcontractors:** HB reserves the right to hire subcontractors at its discretion to fulfill the proposed work specifications, and agrees to pay the subcontractors for their efforts at an agreed upon price.
12. **Force Majeure:** HB is not liable for the failure to complete the work specifications included in the Proposal when the failure is caused by acts of God, such as, but not limited to, fire, tornado, flooding, and other natural disasters, labor disputes, strikes, materials shortages, terrorist activities, or government action affecting construction.
13. **Suspension of Work:** HB may suspend work on account of weather or natural disasters, LATE PAYMENTS BY CONTRACTING PARTY, government action, or other emergencies not anticipated by this agreement. Any additional charges that result from the suspension shall be paid for by Contracting Party.
14. **Clean-up:** HB shall dispose of materials used in construction, including hazardous materials, and will leave the worksite in a clean and orderly condition following completion of construction.
15. **HB's Insurance and Hiring Practices:** HB shall carry general liability insurance, employer's liability insurance, worker's compensation insurance, and automotive insurance. HB shall provide a certificate evidencing such policies upon request by Contracting Party. HB shall seek and retain qualified and skilled craftspeople to complete the proposed work and will not discriminate on the basis of race, color, sex, age, handicap, veterans status, religious belief, or national origin when hiring its employees.
16. **Information and Access:** Contracting Party shall provide HB directly with all relevant information necessary to complete construction, and shall do so in a timely manner. Contracting Party will be responsible for any resulting defects, damage, or additional costs caused by a failure to provide HB with such relevant information. Contracting Party shall provide HB and any subcontractors retained by HB with ready access to the work site.
17. **Property Owner's Insurance:** The property owner shall maintain general liability and property insurance, including waiver of subrogation, where applicable. The property owner shall provide a certificate evidencing such policies if requested by HB.
18. **Termination:** HB reserves the right to terminate this agreement, at its discretion, in the event that Contracting Party is late in procuring payment, or if HB has a reasonable belief that Contracting Party will not pay following the completion of the proposed work.
19. **Governing Law and Dispute Resolution:** This agreement is governed by the laws of the State of Wisconsin, irrespective of conflicts of laws principles. Any disputes or claims arising under the Proposal, these Terms, or any contract entered into thereunder shall be resolved by binding arbitration administered by a single arbitrator in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect as of the date of submission of any such dispute or claim. All disputes or claims shall be aggregated and resolved in one arbitration proceeding. The arbitration proceeding shall take place in Milwaukee, WI/Waiv.
20. **Attorneys' Fees:** Contracting Party shall be liable for HB's attorneys' fees incurred in connection with enforcing these Terms and/or the Proposal, collecting payment, or defending or pursuing claims in which HB is the prevailing party.
21. **Waiver:** Any exception made to any of these Terms or any extension granted by HB to any of the deadlines described in these Terms shall not be considered as a waiver of that provision.
22. **Complete Agreement:** These Terms shall be read in conjunction with the accompanying Proposal, shall constitute the final and complete agreement of the parties, and shall supersede any conflicting terms contained in any other document, or expressed orally. Any amendments to the Proposal in the form of change orders shall be considered as part of the original agreement and also subject to these Terms.
23. **Execution of the Proposal; Right of Rescission:** By signing the Proposal, Contracting Party accepts both the Proposal and these Terms and consequently agrees to be bound by them. CONTRACTING PARTY MAY TERMINATE THIS AGREEMENT WITH HB BY PROVIDING WRITTEN NOTICE TO HB OF ITS ELECTION TO DO SO WITHIN THREE DAYS OF THE DATE OF THE PROPOSAL.



**If accepted, please sign and return one copy. Thank you.**

**PAYMENT TO BE MADE WITHIN 30 DAYS OF COMPLETION OF WORK - Or a 1 1/2% Service Charge per month for any past due amount along with all attorney fees involved with collection.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written and/or verbal orders, and will become an extra charge over and above the estimate. This agreement is contingent upon weather, strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**ACCEPTANCE OF PROPOSAL**

The work specifications, pricing, payment terms, and other terms and conditions (including the attached Proposal Terms, which are incorporated by reference) are hereby accepted; and Holton Brothers is hereby authorized to perform the proposed services in accordance with the foregoing Proposal. Holton Brothers reserves the right to withdraw or modify this proposal at any time prior to acceptance.

**CUSTOMER (please sign and return one executed contract)**

Owner/Authorized Officer or Agent:



(Name)

Date Accepted: 12/16/2022

**HOLTON BROTHERS, INC.**

By: **TR (Thomas R.)**

TR (Thomas R.) Holton  
Sales Representative