



# 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** AABQ21526

**Date** Jul 7, 2023

**Proposal Submitted To:**

**David Haas**  
2626 N. Terrace Avenue  
Milwaukee, WI 53211

**Project Site**

Residence

**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.

**CHIMNEY REPAIR**

- A scaffold tower will need to be erected from the ground up and onto the roof so as to access the entire chimney.  
NOTE: Homeowner is responsible for contracting roofer to remove tile. Scaffold will be built by outside contractor.
- Plywood sheeting and canvas tarps will be used to protect all roof areas adjacent to the chimney.
- Due to the extensive brick damage at the top of the chimney, we will remove the existing cap and brick masonry down to the roof flashing.  
Note: Quote assumes inner back-up wall (if present) is solid, in-tact, and needs no work
- Chimney shall be rebuilt to its original height and dimensions with new brick which shall match existing brick as closely as possible.
- A new concrete chimney cap shall be framed and poured at the top of the chimney approximately four inches (4") thick with a continuous one and one half inch (1 ½") overhang to provide the proper pitch for water drainage.  
NOTE: Per homeowners request, five openings will be capped off and poured over.
- Once concrete has cured, forms shall be removed and perimeter of flue tiles abutting concrete cap shall be caulked with a one part urethane sealant.

Chimney Work .....	<b>\$21,230.00</b>
Scaffold erection / rental .....	<b>\$9,390.00</b>

**Total** SEE COST ABOVE

## 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.**

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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:**

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**(Name)**

**Date Accepted:** \_\_\_\_\_

**HOLTON BROTHERS, INC.**

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

TR (Thomas R.) Holton  
Sales Representative