



CERTIFICATE OF APPROPRIATENESS APPLICATION FORM

Incomplete applications will not be processed for Commission review.
Please print legibly.

1. HISTORIC NAME OF PROPERTY OR HISTORIC DISTRICT: (if known)

N/A

ADDRESS OF PROPERTY:

2239 N. TERRACE AVENUE

2. NAME AND ADDRESS OF OWNER:

Name(s): TOM ROEPSCH

Address: 2239 N. TERRACE AVENUE

City: MILWAUKEE State: WI ZIP: 53202

Email: THOMASROEPSCH@TFRROEPSCHCPA.COM

Telephone number (area code & number) Daytime: (414) 390-0862 Evening: _____

3. APPLICANT, AGENT OR CONTRACTOR: (if different from owner)

Name(s): HOLTON BROTHERS, INC. | MATT LEMPKER

Address: 1257 TERMINAL ROAD

City: GRAFTON State: WI ZIP Code: 53024

Email: MATT@HOLTONBROTHERS.COM

Telephone number (area code & number) Daytime: (262) 377-7887 Evening: (414) 349-2083

4. ATTACHMENTS: (Because projects can vary in size and scope, please call the HPC Office at 414-286-5712 for submittal requirements)

A. REQUIRED FOR MAJOR PROJECTS:

Photographs of affected areas & all sides of the building (annotated photos recommended)

Sketches and Elevation Drawings (1 full size and 1 reduced to 11" x 17" or 8 1/2" x 11")
A digital copy of the photos and drawings is also requested.

Material and Design Specifications (see next page)

B. NEW CONSTRUCTION ALSO REQUIRES:

Floor Plans (1 full size and 1 reduced to a maximum of 11" x 17")

Site Plan showing location of project and adjoining structures and fences

PLEASE NOTE: YOUR APPLICATION CANNOT BE PROCESSED UNLESS BOTH PAGES OF THIS FORM ARE PROPERLY COMPLETED AND SIGNED.

5. DESCRIPTION OF PROJECT:

Tell us what you want to do. Describe all proposed work including materials, design, and dimensions. Additional pages may be attached via email.

WE ARE COMPLETING TUCKPOINTING ON THREE (3) OF THE FIVE (5) CHIMNEYS AND SCATTERED TUCKPOINTING REPAIRS ON THE HOUSE.

PROPOSALS & PHOTO'S ARE ATTACHED.

MORTAR SAMPLES ARE BEING INSTALLED THE WEEK OF AUGUST 17th.

This form and all supporting documentation MUST arrive by 4:00 pm (11:59 pm via email) on the deadline date to be considered at the next Historic Preservation Commission Meeting. Any information not provided to staff in the meeting will not be considered by the Commission during their deliberation. Please call if you have any que staff will assist you.

6. SIGNATURE OF APPLICANT.
Mail or Email Form to:

Matthew Lempke / HOLTON BROTHERS, INC.
Signature

MATTHEW LEMPKER
Please print or type name
841 N. Broadway, Rm. B1

8/14/2020
Date

hpc@milwaukee.gov

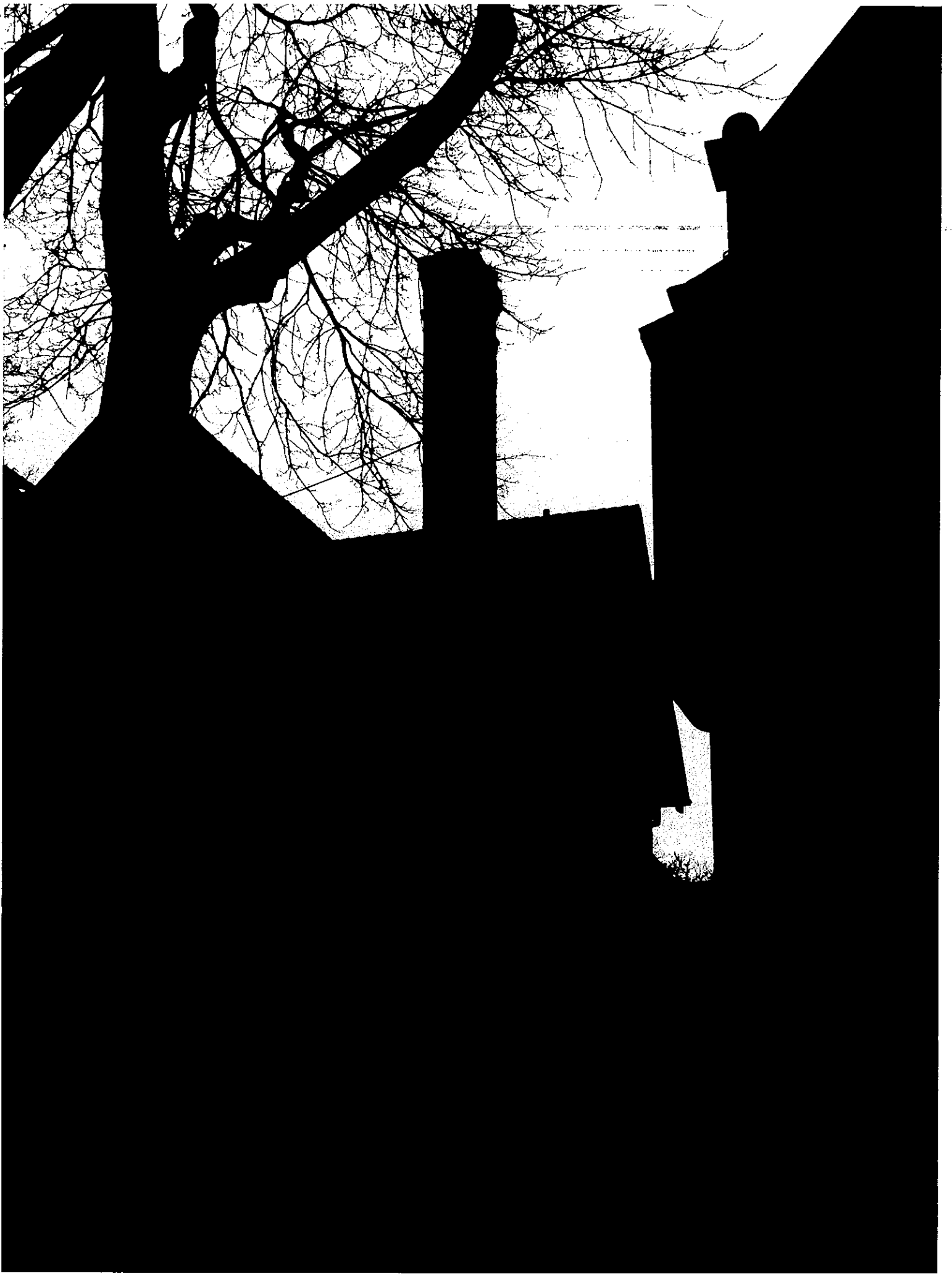
Hand Deliver or Mail Form to:
Historic Preservation Commission
City Clerk's Office
200 E. Wells St. Room B-4
Milwaukee, WI 53202

PHONE: (414) 286-5712 or 286-5722

www.milwaukee.gov/hpc

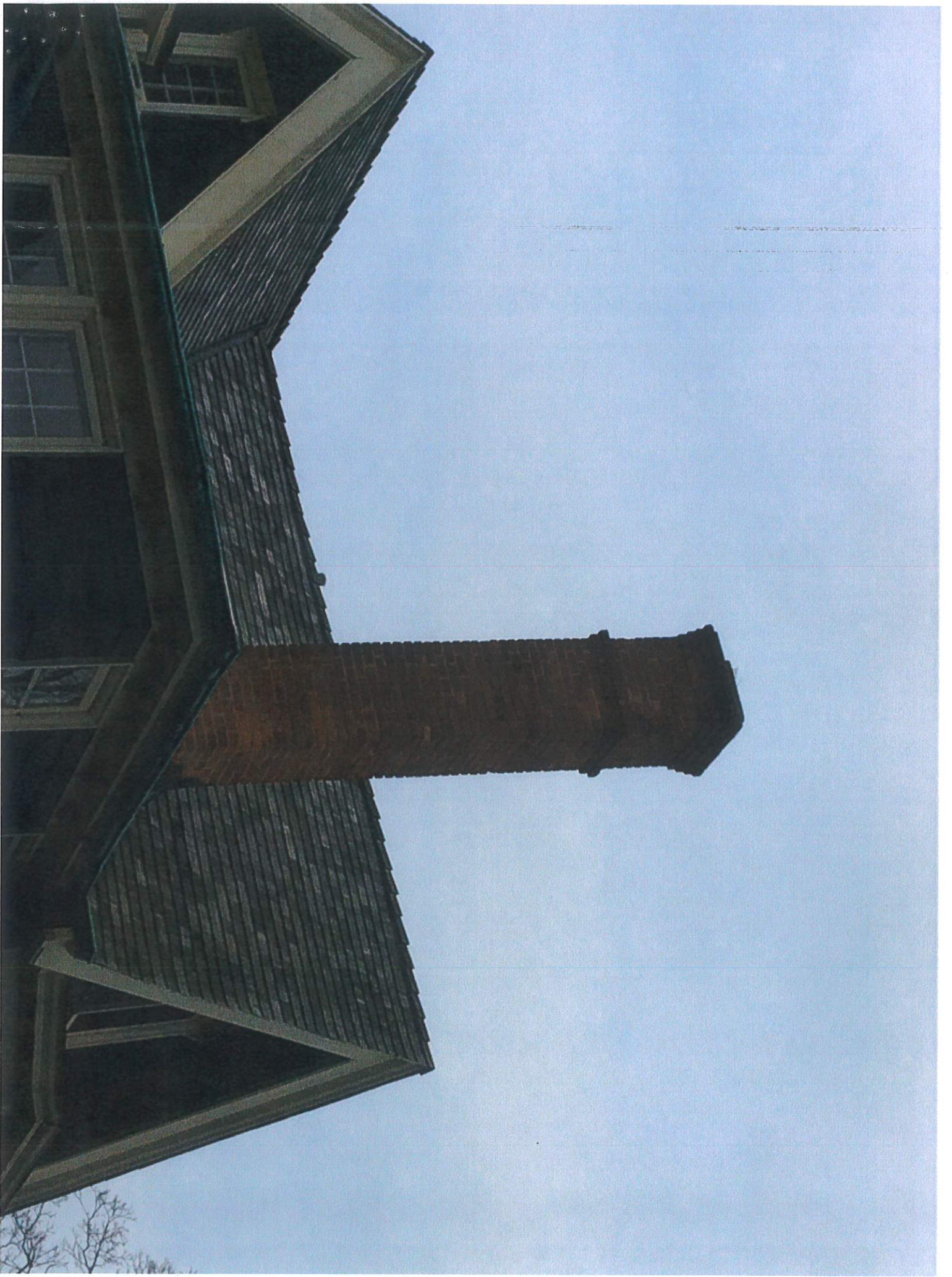
Or click the **SUBMIT** button to automatically email this form for submission.

SUBMIT















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)

Proposal Number AABQ15720

Date Apr 14, 2020

Proposal Submitted To:	Project Site	Your Sales Rep
Tom Roepsch 2239 N. Terrace Avenue Milwaukee, WI 53202	2239 N. Terrace Avenue	Matt Lempke Sales Representative 262-377-7887 Matt@holtonbrothers.com

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

EXTERIOR RESTORATION

The north, south, east and west elevations of the house, from roof coping to grade, have 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 face brick masonry on the house 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.

TUCKPOINTING OF STONE MASONRY

All exterior stone masonry on the south bay window wall area shall be inspected and tested for soundness. Mortar joints which are visibly loose, eroded or separated from adjoining masonry units shall be cut out to a minimum depth of one inch (1") and as much more as conditions require. After cleaning and flushing with water, joints which have been cut out and all voids in mortar shall be filled with a non-shrinking mortar and finished off with a tooled surface to match existing work 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.

REPLACEMENT OF SEVERELY DAMAGED AND SPALLED BRICK MASONRY

Severely damaged and spalled brick masonry on the house shall be chopped out. After proper preparation of areas where brick have been removed, new brick shall be relayed. New brick shall match surrounding brick masonry as closely as possible.

RELAYING OF LOOSE OR SEVERELY SHIFTED BRICK MASONRY

All loose or severely shifted brick masonry on the house shall be removed. After proper preparation of areas where brick have been removed, brick shall be relayed.

EXTERIOR CAULKING IN THE FOLLOWING AREAS

1) Defective vertical and horizontal joints in limestone sills

3) Defective vertical and horizontal joints in foundation stone

The above mentioned areas located on the chimneys and house shall be sealed with Tremco Dymonic, a one part urethane sealant. Sealant shall be white or colored as required to match existing work.

Joint backing where necessary shall be close-cell, non-staining polyethylene in round or square shapes, such as ethafoam joint backing. Joint backing shall be compatible with sealants used.

PREPARATION OF JOINTS

Building joints shall be examined prior to application and any conditions detrimental to achieving a positive weather-tight seal shall be remedied.

All openings, joints or channels to be sealed shall be thoroughly clean, dry and free from dust, oil, grease or any other foreign matter.

Where joints are deeper than 1/2", polyethylene joint backing shall be used and packed into the joint at within 1/2" of the surface. A size shall be selected so as to allow for a minimum of 30% compression of the backing when inserted into the joint. Where joints are 3/4" wide, the backing shall be placed so the depth of the joint to receive the sealants does not exceed 1/4".

APPLICATION OF SEALANTS

Sealants shall be gun applied through a nozzle of such diameter so the full bead of sealant is gunned into the joint, filling the joint completely.

All beads shall be tooled immediately after application to insure firm, full contact with the inner faces of the joints. Excess material shall be struck off with a tooling stick or knife.

The finished bead shall be flush with the surfaces or as otherwise indicated. Caulking shall be outlined with masking tape so as to obtain a neat and uniform appearance. Movement and structural cracks which are caulked shall be dusted with a fine grade lake sand so as to attain the appearance as closely as possible of mortar.

COST

- Masonry Restoration on the House Facade - Between \$24,155.00 and Not-To-Exceed \$27,615.00

Total	SEE COST ABOVE
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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: _____

HOLTON BROTHERS, INC.

By: Matt Lempke

Matt Lempke
Sales Representative



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)

Proposal Number AABQ15817

Date Apr 14, 2020

Proposal Submitted To:

Tom Roesch
2239 N. Terrace Avenue
Milwaukee, WI 53202

Project Site

2239 N. Terrace Avenue

Your Sales Rep

Matt Lempke
Sales Representative
262-377-7887
Matt@holtonbrothers.com

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

EXTERIOR RESTORATION

The five (5) chimneys have been visually inspected by this contractor. It is my opinion the proper procedure for repair should be as outlined in the following specifications.

100% TUCKPOINTING

All exterior masonry joints in three (3) chimneys (far west, south and northeast chimneys) shall be cut out to a depth of one half inch (1/2") or more as required. All joints which have been cut out shall be cleaned free from dust. Joints which have been cut out and all other mortar joints shall be filled with special tuckpointing mortar finished off with a tooled surface. Completed work shall be wet down to insure proper curing of the mortar. NOTE: Scaffold will be erected to access the northeast chimney and a rental boom lift will be utilized to repair the far west and south chimneys.

REPLACEMENT OF SEVERELY DAMAGED AND SPALLED BRICK MASONRY

Severely damaged and spalled brick masonry on the three (3) chimneys shall be chopped out. After proper preparation of areas where brick have been removed, new brick shall be relayed. New brick shall match surrounding brick masonry as closely as possible.

RELAYING OF LOOSE OR SEVERELY SHIFTED BRICK MASONRY

All loose or severely shifted brick masonry on the far west chimney shall be removed. After proper preparation of areas where brick have been removed, brick shall be relayed.

CONCRETE RESTORATION

All exterior reinforced concrete on the chimney caps shall be inspected and tested for soundness. Loose, honeycombed or spalled concrete shall be removed to a sound base. Exposed reinforcing steel required for structural purposes shall be wire-brushed and treated with a rust-inhibitive paint. Superfluous exposed steel such as stirrups shall be removed. The areas to be patched will then be primed with a concrete bonding primer and the areas filled with a waterproof Portland cement and sand mortar and finished off to match existing concrete areas as closely as possible. Patches shall be reinforced as necessary with concrete anchors, galvanized mesh or wire. Suitable forming shall be used where conditions require.

EXTERIOR CAULKING IN THE FOLLOWING AREAS

1) All movement and structural cracks in chimney caps

The above mentioned areas located on the chimneys and house shall be sealed with Tremco Dymonic, a one part urethane sealant. Sealant shall be white or colored as required to match existing work.

Joint backing where necessary shall be close-cell, non-staining polyethylene in round or square shapes, such as ethafoam joint backing. Joint backing shall be compatible with sealants used.

PREPARATION OF JOINTS

Building joints shall be examined prior to application and any conditions detrimental to achieving a positive weather-tight seal shall be remedied.

All openings, joints or channels to be sealed shall be thoroughly clean, dry and free from dust, oil, grease or any other foreign matter.

Where joints are deeper than 1/2", polyethylene joint backing shall be used and packed into the joint at within 1/2" of the surface. A size shall be selected so as to allow for a minimum of 30% compression of the backing when inserted into the joint. Where joints are 3/4" wide, the backing shall be placed so the depth of the joint to receive the sealants does not exceed 1/4".

APPLICATION OF SEALANTS

Sealants shall be gun applied through a nozzle of such diameter so the full bead of sealant is gunned into the joint, filling the joint completely.

All beads shall be tooled immediately after application to insure firm, full contact with the inner faces of the joints. Excess material shall be struck off with a tooling stick or knife.

The finished bead shall be flush with the surfaces or as otherwise indicated. Caulking shall be outlined with masking tape so as to obtain a neat and uniform appearance. Movement and structural cracks which are caulked shall be dusted with a fine grade lake sand so as to attain the appearance as closely as possible of mortar.

COST

- 100% Tuckpoint and Masonry Repairs on Three (3) Chimneys .. **\$29,695.00**

Total	SEE COST ABOVE
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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.

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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/Walv.
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: _____

HOLTON BROTHERS, INC.

By: Matt Lempke

Matt Lempke
Sales Representative