

## Commercial Property Contract for Services

CUSTOMER:	Saint Stanislaus Parish	DATE:	01/17/2017
STREET:	524 W. Historic Mitchell Street	JOB NUMBER:	17-43-RCN
CITY, STATE, ZIP:	Milwaukee, WI 53204	JOB ADDRESS:	St. Anthony School - 1669 S. 5th St.
PHONE:	630-335-5741	CITY, STATE, ZIP:	Milwaukee, WI 53204
E-MAIL:	gbairdusmc@gmail.com	INS. CO./CLAIM #:	N/A

Customer hereby retains Kelmann Corp., doing business as Kelmann Restoration ("Kelmann"), and authorizes Kelmann to furnish material, equipment, and labor for the above-described job site on the following terms and conditions:

**Scope of Services:** This contract covers the following services (check all that apply):

- ☐ Commercial property restoration (includes real property and contents, if applicable)
- ☒ Commercial property remodeling, general construction, or repair

A summary of the services is attached to this contract and incorporated herein by this reference. If this is an insured loss, the estimate prepared by Kelmann is made a part of this contract and incorporated herein by this reference.

Any changes to the scope or description of services, price, terms of payment, or other terms must be made in writing and signed by Kelmann and Customer.

**Price and Payment (check all that apply):**

☐ **Insured Loss:** To the best of Customer's knowledge, the work contemplated by this contract is related to a claim under a property insurance policy. Customer agrees to pay Customer's policy deductible to Kelmann prior to the commencement of work. Customer authorizes Customer's insurance company to make payment directly to Kelmann. If payment is made directly to Customer by Customer's insurance company, Customer agrees to promptly remit said payment to Kelmann. If an insurance company check is payable to multiple parties, Customer agrees to obtain all necessary endorsements and deliver the check to Kelmann within five (5) business days of receipt of said check by Customer.

☒ **Proposal:** Kelmann agrees to do the work described in this contract for the sum of \$14,720.00. Customer agrees to pay \$4850.00 upon signing this contract, and the balance upon completion of the work.

☐ **Time and Materials:** Customer agrees to pay for labor, materials, and other charges as invoiced by Kelmann per the attached schedule which is made a part of this contract and incorporated herein by this reference.

Payment is due upon receipt of an invoice. A finance charge of 1.5% per month will be applied to all accounts not paid within thirty (30) days of the date of the invoice. Customer agrees to pay all costs of collection, including without limitation, court costs and attorneys' fees. Kelmann shall have the right to halt any work in progress if any invoice is not paid when due or if a dispute develops regarding payment.

**Lien Law Notice:** As required by the applicable construction lien law, Kelmann hereby notifies Customer and any other owner that persons or companies furnishing labor or materials 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 Kelmann, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Kelmann agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

**General Terms and Conditions:**

1. If this is a contract regarding a classroom or child care facility constructed before 1978, check here to acknowledge that Customer has received a copy of the EPA brochure "The Lead-Safe Certified Guide to Renovate Right." ☒



2. Customer represents and warrants that Customer is the legal owner of the premises on which the work is to be performed, or if Customer is not the legal owner, Customer represents and warrants that Customer has the legal authority to authorize this work and bind the owner, and agrees to indemnify Kelmann and hold it harmless for its reliance thereon.

3. The person signing this contract on behalf of Customer represents and warrants that he/she has the legal authority to do so, and agrees to indemnify Kelmann and hold it harmless for its reliance thereon.

4. If customer disposes of the real estate by sale or otherwise, the full amount remaining unpaid under this contract shall immediately become due and payable without notice to Customer.

5. All labor and materials will comply with the requirements of applicable statutes, codes, and ordinances governing this class of work. All work will be done in a workmanlike manner using methods and practices standard to and accepted in the industry.

6. Customer agrees to provide access to all work areas and to allow areas for storage of materials and debris. Kelmann will use reasonable efforts to avoid damage to driveways, walks, lawns, shrubs and other vegetation, but shall not be liable for any such damage.

7. Customer acknowledges that Kelmann requires access to electrical service, heat, water, and plumbing in order to perform the work described in this contract. Customer further acknowledges that certain work performed by Kelmann requires electricity and/or heat in excess of Customer's ordinary usage. Customer hereby grants Kelmann access to all utilities servicing the job site and agrees that Customer shall be responsible for all utility charges, including any extraordinary charges arising from work performed or equipment used by Kelmann.

8. Kelmann schedules work based on a variety of factors, including without limitation the presence or forecast of inclement weather, humidity and/or temperature levels, the availability of materials and equipment, the schedules of subcontractors, obtaining necessary permits, and customer decisions and/or needs. Customer acknowledges that work may be halted temporarily or permanently based on any number of factors outside of Kelmann's control, including without limitation the discovery of hazardous materials or contamination on the property. If work is halted pending decisions from or actions by Customer, Customer acknowledges that work will not necessarily recommence immediately following receipt of the decision or completion of the action to be taken, but rather will recommence within a reasonable period of time. It is hereby mutually agreed that Kelmann shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority, insurrection or riot, or by any other cause beyond Kelmann's control.

9. Customer gives Kelmann permission to take photographs of the work site before, during, and after the work to be performed by Kelmann under this contract, and to use such photographs in its advertising and for promotional purposes.

10. Kelmann warrants the labor and materials used in connection with construction, remodeling, repairs, and restoration. A copy of Kelmann's warranty is attached hereto and incorporated herein by reference. If applicable, a written warranty substantially in the form attached hereto will be provided upon completion of this contract. Any manufacturer's product warranty related to products used or installed by Kelmann will be delivered to Customer upon completion of this contract.

11. Kelmann may cancel this contract at any time prior to commencing work. Kelmann may terminate this contract after work has commenced in the event that unforeseen hazards or conditions are discovered or arise, if design errors are discovered, or if it determines that material errors in pricing have been made. In the event Kelmann terminates this contract, Customer agrees to pay for all labor, materials, and equipment charges incurred prior to termination.

12. In the event that any portion of this contract may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other portions of this contract and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

13. This contract may be signed in one or more counterparts, all of which constitute one agreement. An electronic or facsimile signature shall have the same effect as an original.

14. This contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. Customer consents to the jurisdiction of the courts of the State of Wisconsin and agrees that the venue for any action brought by either party under this contract shall be the Circuit Court for Milwaukee County, Wisconsin.

By signing below, Customer and Kelmann enter into this contract as of the date indicated on page 1.

Kelmann Corp.:

Customer:

By: Bill Hutchinson  
Bill Hutchinson (Jan 17, 2017)

Signature: George Baird  
George Baird (Feb 1, 2017)

Title: Manager

Print Name: George Baird



**DESCRIPTION OF WORK  
+  
MATERIALS**

Addendum to Contract for Services

**SUMMARY OF SERVICES**

**Kelmann Restoration hereby proposes to furnish labor, equipment and materials as needed to complete the following:**

**EXTERIOR PAINTING (NORTH, WEST AND SOUTH CORNICES OF SAINT ANTHONY SCHOOL)**

Mask and prepare the work areas. Complete site and worker protections in compliance with EPA-Mandated RRP Lead-Safe Practices. Furnish boom lift for access to the north and west cornices (scope presumes scaffolding sufficient for access to the south cornices will be provided by others at the customer's direct additional expense). **Prep, furnish and apply one (1) prime coat and two (2) finish coats of high grade exterior latex paint to the cornices.** **BROWN AS EXISTING COLOR**

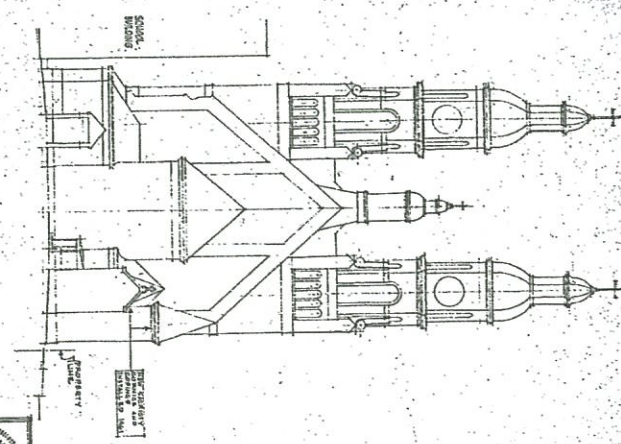
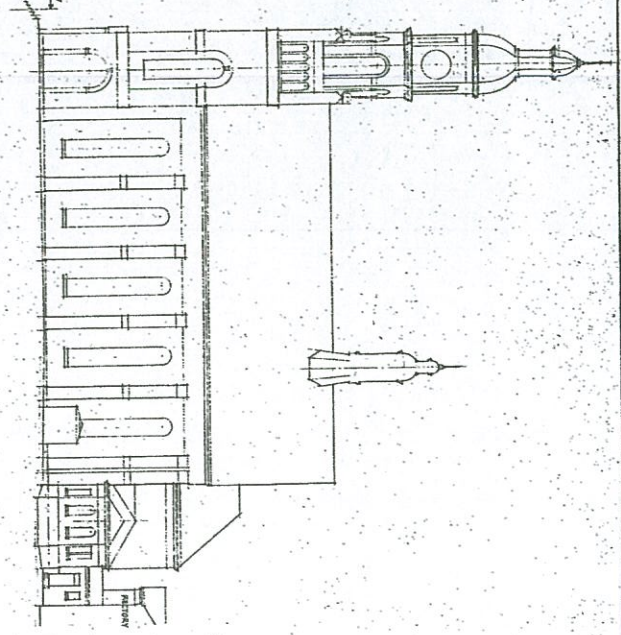
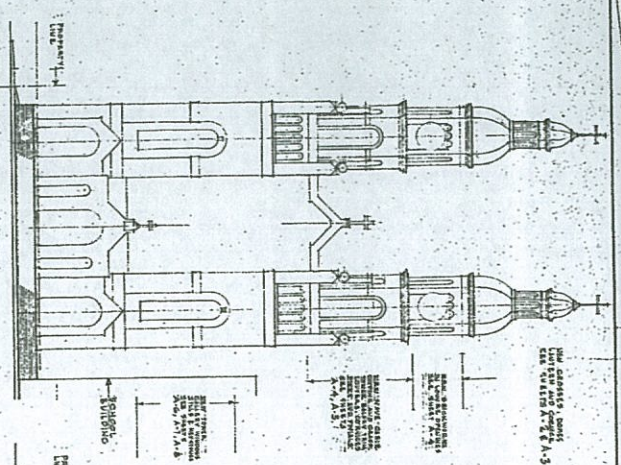
*Includes progressive and final cleanup and debris removal; jobsite to be left in a "broom-clean" condition. All work will be performed in a first-class, professional manner by experienced craftsmen thoroughly familiar with the above scope of work.*

**DRAW SCHEDULE**

**\$4850.00** due at contract acceptance, **\$9870.00** due at job completion.



# CORNICH PAINTING - WELL MARK'S RESTORATION



FRONT ELEVATION

SIDE ELEVATION

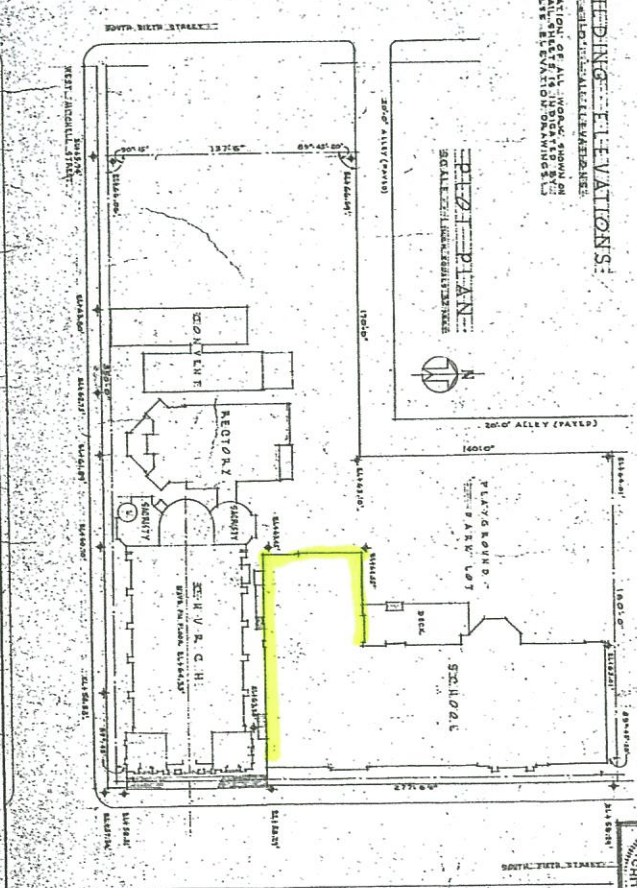
REAR ELEVATION

## CHURCH BUILDING ELEVATIONS:

SEE SHEET 2 FOR DETAILS OF ALL WORK SHOWN ON THIS SHEET. LOCATION OF ALL WORK SHOWN ON THIS SHEET IS INDICATED BY A DOTTED LINE. SEE SHEET 3 FOR DETAILS OF ALL WORK SHOWN ON THIS SHEET.

## PLAN

SCALE 1/8" = 1'-0"



MARK F. PFALLER ASSOCIATES  
ARCHITECTS  
7613 WEST STATE STREET  
MILWAUKEE 13, WISCONSIN

## REVISIONS

A  
A  
A

APPENDIX 232' LINEAL FOOT OF CORNICHS

DATE	BY	REVISION
6/05	MARK F. PFALLER	FINAL