Art Karos LLC., DBA Art's Chimney & Stonework, 414-436-5434 7455 N. Crossway Road Fox Point, WI 53217

Invoice # Date 08/11/20 Bid

Mr. Charles D Hawkins, hawkinscharles01@gmail.com, 651-769-3917 2779 N Sherman Blvd. Milwaukee, WI 53210



Bid for work at: 27779 N Sherman Blvd.

I/We the owners of the premises described above, agree to contract with Art Karos, LLC. To supply and arrange for the installation of all materials necessary to improve the above premises according to the listed specifications

	Attn: Charles	SERVICED	AMOUNT
TEM	DESCRIPTION	SERVICED	AMOUNT
	Rebuild two 2x2 chimneys from the roof line up. (33 tiers 8 per)		
	Replace any cracked or broken flue pipe from the roof line up.		
	Install new 2x2 prefabricated chimney crowns.		\$13,000.00
	Install new steel flue caps.		
	and the second s		
***	To ensure placement on my schedule contract must be signed and returned		
	With a 10% payment.		
		Total	\$13,000.00

NOTE: Due to our current workload this season, Art Karos, LLC. DBA Art's Chimney & Stonework cannot guarantee that work will be completed immediately. If proposal is accepted, signed and returned within 30 days, Art's Chimney & Stonework will hold pricing and the work will be scheduled and completed on a rolling queue basis.

PROPOSAL TERMS AND CONDITIONS

The following terms and conditions (these 'Terms') between Art Karos LLC. DBA Art's Chimney & Stonework, ('Arts C+S') and Arts C+S'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.

- Payment Amount: The amount due to Arts C+S from Contracting Party is the amount listed on the Proposal as the 'Total', plus 1. the total sum of all change orders referenced in Paragraph 6, and any fees or interest assessed pursuant to these Terms.
- Payment Due Date: As agreed upon by the parties, Arts C+S may require periodic payments during the construction period. 2. Payment in full must be received by Arts C+S no later than the 30th day after the work has been completed.
- Late Payments: Any invoice amounts outstanding after the 30th day following the completion of the work will result in a late 3. payment fee of 1.5% of the outstanding balance, assessed monthly until paid in full. In addition to a late payment fee, Arts C+S reserves its right to pursue all available remedies, including filing and perfection of a lien as described in Paragraph A.
 - A. LIEN NOTICE: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, Arts C+S 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 Arts C+S, 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. Arts C+S AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
- Work Performed: All work performed by Arts C+S is subject to the Proposal, which lists all of the work specifications, as well as 5. all change orders (as of the date of the Proposal) contemplated in Paragraph 6.
- Changes to Proposed Work: Any alterations or deviations from the work specifications included in the Proposal that result in 6. 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.
- Work Schedule: Work shall commence on a date agreed upon by both parties. Arts C+S shall perform the work during normal 7. business hours. As the project progresses, the parties may agree to vary the work schedule and adjust the costs accordingly.
- Work Completion: The completion date shall be date Contracting Party receives a final invoice from Arts C+S. Arts C+S shall 8. provide such notice when the work specified in the Proposal has been completed, inclusive of all change orders contemplated in Paragraph 6, and Arts C+S has removed all of its materials from the project location. 9.
- Workmanlike Manner: Arts C+S shall complete all work in a workmanlike manner according to standard industry practices.
- Agreement Applies to General Contractor: Where this agreement includes language making a section applicable to a general 10. contractor, it is assumed that Arts C+S is acting as a subcontractor, was hired by, and will be paid by the general contractor. Where Arts C+S acts as a subcontractor, the guarantees in Paragraph 9 are assumed to be made to the general contractor and not the property owner. In the event that the property owner pursues an action against Arts C+S based on those guarantees, general contractor agrees to indemnify and defend Arts C+S in such action. General Contractor guarantees that the property owner is aware of all responsibilities and liabilities listed in these terms and conditions.
- Subcontractors: Arts C+S reserves the right to hire subcontractors at its discretion to fulfill the proposed work specifications, 11. and agrees to pay the subcontractors for their efforts at an agreed upon price.
- Force Majeure: Arts C+S is not liable for the failure to complete the work specifications included in the Proposal when the 12. 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.
- Suspension of Work: Arts C+S may suspend work on account of weather or natural disasters, LATE PAYMENTS BY 13, 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.
- Clean-up: Arts C+S 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.
- Arts C+S's Insurance and Hiring Practices: Arts C+S shall carry general liability insurance, employer's liability insurance, worker's 15. compensation insurance, and automotive insurance. Arts C+S shall provide a certificate evidencing such policies upon request by Contracting Party. Arts C+S 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, veteran's status, religious belief, or national origin when hiring
- Information and Access: Contracting Party shall provide Arts C+S 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 Arts C+S with such relevant information. Contracting Party shall provide Arts C+S and any subcontractors retained by Arts C+S 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 Arts C+S.