

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
STOREFRONT IMPROVEMENT AGREEMENT GRANT
National Avenue Commercial Corridor District**

CONTRACT

CONTRACT NO. _____

DATE OF AWARD _____

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 6525 W. Burnham

TAX KEY NUMBER: 475-0006-001

IMPROVEMENTS (General): See attached Exhibit A – “Contractor Quotes” Exhibit B – “Approved Architectural Plans” and Exhibit C – “Budget”

TIME OF PERFORMANCE: Completed by 11/1/18

TOTAL AMOUNT OF CONTRACT: Up to \$50,000.00

THIS AGREEMENT, entered into by and between PodVacic Holdings, LLC (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development (or his designee) of the City of West Allis, Department of Development.

Work may commence in accordance with approved performance and work schedules.

RECITALS:

WHEREAS, The OWNER represents itself as being capable and qualified to undertake and have installed those certain facade improvements, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **FACADE IMPROVEMENTS AND REQUIREMENTS.** The OWNER hereby agrees to make the facade improvements as hereinafter set forth, all in accordance with the terms and conditions of this Contract. OWNER agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the facade improvements delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the facade improvements.
 - C. Comply with time schedules and payment terms.

- D. Make no changes to the building facade without Department of Development approval for a period of five (5) years from and after completion of the facade improvements, except for maintenance and changes to sign fascia for new tenants.
- II. SCOPE OF SERVICES. The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibits "A," "B," and "C," which are incorporated herein. Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.
- III. AVAILABILITY OF FUNDS.
- A. Funds are made available through the Storefront Improvement Program Grant for projects that are within 1/2 mile of a Tax Increment Financing District. Funds are provided through various Tax Increment Finance Districts (TIF) that budget funds for improvements that are within 1/2 mile of the TIF boundaries.
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:

Name: Craig Podlesnik and David Kovacic
Podvacic Holdings, LLC
Address: 11717 W. Dearbourn Ave., Unit A
City and State: Wauwatosa, WI 53214

and to the CITY at:

John F. Stibal, Director
Department of Development
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

- V. TIME OF PERFORMANCE. The facade improvements to be made under the terms and conditions of this Contract shall be in force and shall commence from approval of performance and work schedules by the Director of Development, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies incurring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the OWNER shall continue to be obligated thereafter to fulfill OWNER's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.
- VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.
- A. Performance. The OWNER agrees that the performance of work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance. The OWNER shall make the facade improvements to the following property:

6525 W. Burnham St.
West Allis, WI 53214

C. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the facade improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the facade improvements under this Contract an amount not to exceed the maximum as indicated on Page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the required improvements. OWNER shall submit such invoices, statements, checks and other evidence of payment as the Department may require to verify the amount of reimbursement due under this Contract.

D. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the OWNER receiving payment under this Contract shall be the sole responsibility of the OWNER.

Approved as to form this 15 day
of AUGUST, 2018.



Nick Cerwin, Assistant City Attorney

CITY OF WEST ALLIS

By: 

John F. Stibal, Director
Director of Development

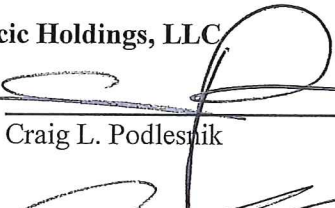
Date: 8-16-18

Countersigned:


By: 

Peggy Steeno
Director of Finance/Comptroller/Treasurer

PodVacic Holdings, LLC

By: 

Craig L. Podlesnik

By: 

David Kovacic

Date: 8/22/18

Date: 8/16/18

Attached

Exhibit A

“Contractor Quotes”



**6525 W Burnham St
West Allis, WI 53219
Roof Proposal
March 05th, 2018**



**Hernandez Roofing LLC
117 W Melvina Street
Milwaukee, WI 53212**

Our Mission:

To Provide our clients with the highest quality roofing System at the most aggressive cost while working diligently to minimize disruption to building occupants and clients business operations.

Systems in Place to Achieve Mission:



Training

- OSHA Trained & Certified
- Safety Consultant on Retainer for project setup meetings
- Asbestos Abatement Trained & Certified
- Roof System Manufacturers Training Courses

Industry Partners / Knowledge

- Students of the industry learning every day
- Attend Industry Seminars
- Take part in continuing education courses and seminars
- Regular Manufacturer Product Training Meetings
- Continuously learning to remain on cutting edge

Manufacturer Certified

- Trained & Certified by nation's largest manufacturers
- Install any type of roof system
- Provide Owners with longest warranties available



Project Quality Control / Close-out / Continuous Monitoring

- Daily Project Reports from field project manager
- Real-Time project documentation and archive of all project docs and details
- Manufacturer tech rep closeout process to ensure 100% compliance
- In-house quality control and safety consultant monitoring

Firestone
BUILDING PRODUCTS



03/05/2018

Project scope of work: Reroof 35,500 square feet, tear off and reroof 35,500 square feet on lower roofs and 16,362 square feet over lay ½” wood fiber board and fully adhere 60 mil epdm rubber

Option#1

- 1. On lower roofs tear off down to structural deck**
- 2. Adhere 2 layers of 2” iso into the concrete deck, there are two small areas one is a metal deck and the other is a wood deck, there we will screw down 2 layers of 2” iso fastened down**
- 3. Fully adhere 60 mil epdm rubber**
- 4. Flash al curbs, drains, parapet walls and any other penetration by manufacturers specifications using appropriate accessories**
- 5. Install counter flashing, gravel stop as needed per manufactures specifications to obtain a 20-year NDL warranty**
- 6. On upper roof, install ½” wood fiber board fastened down to the deck and fully adhere 60mil epdm rubber**

We will perform for the sum of: \$313,000.00

+ INSULATION

By completion of work obtain a 20-year NDL (no dollar limit) Versico manufactures warranty

Option#2- Only for lower roofs

- 1. Repair the bad decking**
- 2. Install ½” invinsa board (high density insulation) over existing roof using insulation adhesive**
- 3. Install 60 mil epdm rubber fully adhered**
- 4. Flash al curbs, drains, parapet walls and any other penetration by manufacturers specifications using appropriate accessories**
- 5. Install counter flashing, gravel stop as needed per manufactures specifications to obtain a 15-year NDL warranty**

We will perform for the sum of: \$224,750.00

By completion of work obtain a 15-year NDL (no dollar limit) Versico manufactures warranty

Payment terms:

35% due by delivery of material

55% due by completion of work

10% due by delivery of warranty

Thank you for the opportunity to present this information. If you have any questions, please call me. 414-234-7446

Please sign in the space provided below and return it via email or fax.

Arturo@hernandezroof.com Fax: 414-882-7713

**Sincerely,
Arturo Hernandez**

Hernandez Roofing LLC.

This is accepted this _____ day of _____, 2018

_____.

MSW PAINTING LLC
 1436 W. BOLIVAR AVE.
 MILW, WI 53221
 (414) 324-2363

PROPOSAL NO.	—
SHEET NO.	—
DATE	2-1-18

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME CRAIG PODLESNIK	ADDRESS 6525 W. BURNHAM ST.
ADDRESS STONECRAFT STUDIOS	WEST ALLIS 53219
PHONE NO. (414) 412-7344	DATE OF PLANS 2-1-18
	ARCHITECT —

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

- PAINTING OF THE EXTERIOR OF THE BUILDING FROM THE FAR EAST SIDE OF BUILDING THRU THE FRONT ONTO THE WEST SIDE.
- LIGHT GRAY COLOR - TBD
- RUSTY METAL WILL BE SANDED & PRIMED AS NEEDED
- ALL ELSE TO BE SPRAYED W/ ONE COAT OF SHERWIN SUPER PAINT
- TOTAL OF APPROX. 14,300 FT² (→ ABOUT \$1.25/FT²)
- MATERIALS, LABOR & TAXES INCLUDED
- ABOUT 2-3 WEEKS TO COMPLETE

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of SEVENTEEN THOUSAND, EIGHT HUNDRED + SEVENTY FIVE — Dollars (\$ 17,875.00) with payments to be made as follows.

1/2 DOWN TO START & 1/2 DUE UPON COMPLETION

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted *[Signature]*
 Per MSW PAINTING LLC

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

MSW PAINTING LLC
 1436 W. BOLIVAR AVE.
 MILWAUKEE WI 53221
 (414) 324-2363

PROPOSAL NO. _____
 SHEET NO. _____
 DATE 2-1-18

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME CHRIS PODLESNIK	ADDRESS 6525 W. BURNHAM ST.
ADDRESS STONECRAFT STUDIOS	WEST ALLIS 53219
PHONE NO. (414) 412-7344	DATE OF PLANS 2-1-18
	ARCHITECT _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

- PAINTING OF THE INTERIOR WALLS & CEILINGS AS NEEDED
- COLOR TBD
- MOSTLY OFFICE & COMMON AREAS
- REPAIR AS NEEDED - MAJOR REPAIRS WILL BE EXTRA CHARGE
- APPROX. 7750 FT² OF SPACE TO BE DONE (→ ABOUT ~~8000~~ 8100 FT²)
- BREAK DOWN AS NEEDED BY ROOM/OFFICE
- MATERIALS, LABOR, & TAXES INCLUDED

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of SEVEN THOUSAND, SEVEN HUNDRED + FIFTY Dollars (\$ 7750.00) with payments to be made as follows.

1/2 DOWN TO START & 1/2 DUE UPON COMPLETION

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Michael Wolf

Per

MSW PAINTING LLC

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____



LANDSCAPE QUOTATION

6831 W. Ryan Road
 Franklin, WI 53132
 414.423.8873 262.835.1202
 info@hillandvalleylandscaping.com

- DESIGN
- CONSTRUCT
- MANAGE

NAME	PodVacic Holdings	DATE	04/03/18
ADDRESS	Attn: Craig 6525 W. Burnham	PHONE	414-412-7344
CITY	West Allis	EMAIL	
STATE, ZIP	WI 53219	QUOTE EXPIRES	30 Days

Description

Remove and dispose of gravel from the easement area to a depth of (5-6) inches below grade. Area is an approximate (135 x 60) feet. Spread, up to (75) yards of topsoil throughout area to create a green space (lawn). Finish grade. Spread premium grade seed, starter fertilizer and cover with a mulch material. Owner is responsible for watering.

Remove and dispose of grass and debris to prep bed area in easement between the concrete and fence. Area is an approximate (60 x 20) feet.

Furnish/Install:
 (20) Shrubs 18-36"

All shrubs will have a slow-release fertilizer packet installed at the base at time of installation. Spread, up to (11) yards of brown Enviro mulch throughout bed. Owner is responsible for watering.

Total \$13,750.00 (Tax Not Included)

*OPTION w/
MARK JONAS PAYING 75%*

Remove and dispose of garbage and debris from areas between fence and concrete. Spread, up to (40) tons of rip-rap stone to spruce up area and fill in bare spots.

Total \$4,985.00 (Tax Not Included)

Remove and dispose of gravel and debris from area along the northwest side of building to create a green space. Dig out gravel to a depth of (5-6) inches below grade. Furnish/Install an approximate (600) square foot crushed granite patio. Patio will be set on a traffic bond base and compacted. Patio will be bordered with aluminum edging. Prep areas along the foundation of building for planting beds.

Furnish/Install:
 (7) Ornamental Grasses 1 gal.
 (24) Perennials 4.5"
 (15) Shrubs 18-24"

All shrubs will have a slow-release fertilizer packet installed at the base at time of installation. Spread, up to (9) yards of brown Enviro mulch throughout new beds. Owner is responsible for watering.

Total \$12,850.00 (Tax Not Included)

FUTURE

Attached

Exhibit B

“Architectural Plans”

Attached

Exhibit C

“Budget”

8.2.18	Podvavic Holdings, LLC	6525 W. Greenfield Avenue				
Item	Price	%	Owner	%	City/Grant	
Project Planning and Oversight	\$ 5,000		50%	2,500	0%	\$ 2,500
Landscape Demo & Concrete	\$ -		100%	-	0%	\$ 20,717
Upper Window Replacement	\$ -		40%	-	60%	\$ 394,568
Roof	\$ 415,335		95%	394,568	5%	20,767
Brick Cleaning and Tuckpointing	\$ -		40%	-	60%	\$ -
Storefront & Entry	\$ -		40%	-	60%	\$ -
South Façade	\$ -		40%	-	60%	\$ -
Landscaping and Screening	\$ 20,717		50%	10,358	50%	20,717 #REF!
Management Fee	\$ -		50%	-	0%	\$ -
Paiting	\$ 38,055		50%	19,028	50%	\$ 38,055
TOTAL GRANT	\$ 479,107		\$ 426,454		\$ 50,153	\$ 455,840
Total Project Cost						
Owner	\$ 426,454					
City	\$ 50,153					