



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2009-0070

Final Action:

Sponsor(s): Richard F. Narlock

MAR 17 2009

Resolution to approve a Demonstration Commercial Facade Improvement Project Contract by and between the City of West Allis and Suzanne G. Ball, property owner and member of 88 Keys LLC for the property located at 7211 W. Greenfield Ave. in an amount not to exceed \$15,000.

BE IT RESOLVED by the Common Council of the City of West Allis that the Demonstration Commercial Facade Improvement Project Contract, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Director of Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Contract on behalf of the City.

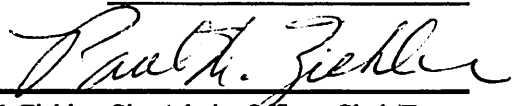
BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that an amount not to exceed \$15,000 be appropriated from the Community Development Block Grant Funds to pay the liability that will be incurred under the aforesaid Contract by the City of West Allis.

cc: Department of Development
Chris Phinney, Grant Accounting Specialist

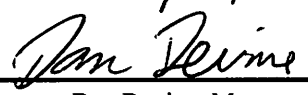
Dev-R-541-3-17-09

ADOPTED MAR 17 2009



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 3/24/09



Dan Devine, Mayor

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 1

CONTRACT NO. _____

DATE OF AWARD _____

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 7211 W. Greenfield Avenue

TAX KEY NUMBER: 453-0089-000

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

TIME OF PERFORMANCE: 2009

TOTAL AMOUNT OF CONTRACT: Not to exceed \$15,000.00

THIS AGREEMENT, entered into by and between Suzanne G. Ball, property owner and member of 88 Keys 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.

WITNESSETH THAT:

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 Exhibit(s). 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. This contract award is 100% funded under the Federal Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the OWNER agree that the City of West Allis, Department of Development can modify and reduce either the OWNER's compensation (as listed on Page 1 as the "Total Amount of Contract") or the OWNER's program year or both. (The Department of Development will notify the OWNER of such reduction).
 - 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 Services as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:

Name: 88 Keys LLC
Address: 7211 W. Greenfield Ave.
City and State: West Allis, 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,

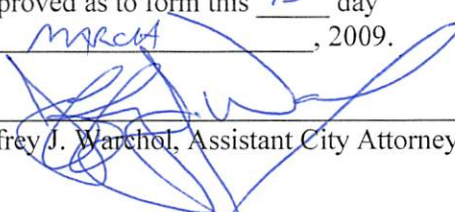
pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

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

7211 W. Greenfield Avenue
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 13th day
of MARCH, 2009.


Jeffrey J. Warchol, Assistant City Attorney

CITY OF WEST ALLIS

By: _____
John F. Stibal, Director
Director of Development

Date: _____

Countersigned:

By: _____
Gary Schmid
Manager of Finance/Comptroller

Date: _____

OWNER

By: _____
Suzanne G. Ball, Owner

Date: _____

MEMBER

By: _____
Suzanne G. Ball, Member
88 Keys LLC

Date: _____

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 2

CONTRACT NO. _____

DATE OF AWARD _____

This CONTRACT is funded, in whole or in part, with Federal Community Development Block Grant Funds. The OWNER will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the CONTRACT.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

II. Equal Employment Opportunity. (All Projects exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The OWNER will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The OWNER will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The OWNER will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. OWNER will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents to accept the jurisdiction of the federal courts for the purpose of enforcement of this section.

VIII. Historic Preservation. OWNER will comply with the requirements for historic preservation, identification and review set forth in Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The OWNER will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the OWNER will agree that any such work will be done in accordance with such laws and regulations.

XIV. Religious Entity. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub-recipient from which the CDBG funds are derived that, in connection with the provision of such services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in to religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The OWNER has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. it is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XVI. Remedies for Noncompliance. In the event of OWNER's noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payment of funding under the Agreement until Sub-recipient complies; and/or
- B. Immediate cancellation, termination or suspension of the Agreement, in whole or in part.
- C. Other remedies that may be legally available.

XVII. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

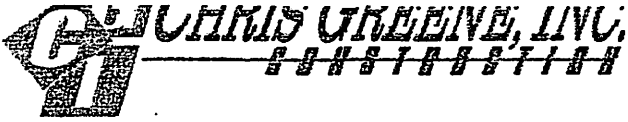
Owner Initials
q\sf\cf\7211-g-88-k\bjb\3-09

City Representative Initials

Attached

Exhibit A

“General Contractor Proposal”



FAX TRANSMITTAL

Copperwood East, Suite 300

N112 W15237 Mequon Rd. Germantown, WI 53022

262.253.1399 Fax: 262.253.1550

TO: Greg Barczak / Susie Ball FAX NUMBER: 414-258-9139

CO: 88 Keys ~~Martini & Piano Bar~~ PIANO MARTINI LOUNGE

FROM: John M. Klotz DATE: 3/2/09

NUMBER OF PAGES TO FOLLOW: _____ Please call our office if you do not receive all pages

RE: 88 Keys Martini & Piano Bar

PROPOSAL

Per Plans and Specifications by Architects/Planners, S.C.
And as Follows:

We propose to furnish all materials and labor as outlined below for the remodeling
of the 88 Keys Martini & Piano Bar: \$ 213,741.00

General Conditions:

The following services will be provided during the construction process

Project Management

Site superintendent

Applicable city building permits

Note: Impact fees and Assessors fees not included

Construction fencing - to be used around dumpsters only

Temporary toilet facilities

Temporary enclosures

Jobsite clean up

Final clean up

Dumpsters

30 yrs

→ Below 5 yrs

12 pts

Site Utilities:

Furnish (1) one new 6" Ductile water service from main to building to accommodate
new fire protection system

Install spool through wall

Provide for Tap fees

Provide 1" meter fee

Provide for Sidewalk and Road restoration when complete

All required city permits

Provide road deposit as required

Patch existing concrete floors as required at front of tenant space
Remove wall at rear entry alcove to accommodate door #9
Block in existing window in CMU wall above door #9

Rough Carpentry

Furnish and Install

Install pressure treated 4 x4 wood post and 1 x 6 cedar fencing for dumpster enclosure
Framing for front overhead door (2 x 4 & 2 x 6)
Framing for piano platform in front
Temp board ups for front and rear doors as needed
Blocking for: Toilet partition, grab bars, vanity tops, upper cabinets,
and shelving in storage room
No blocking for bar of millwork soffit by others

Labor Only

Remove lower ceiling joist south end of building

Finish Carpentry

Furnish and Install

Oak cap apron and base on wall type 2 half walls
LP sill @ front overhead door
FRP all walls to 8' in food prep 103 (white)
FRP to 8' corner @ mop sink (white).
Storage room shelving (metal standards, brackets & 1 x 12 PB shelf boards)
Toilet hardware (grab bars, TPH,PTH,SD,ADA Sign, 24" x 36" mirrors)
LP Toilet room vanities and brackets
(2) fire extinguishers on brackets (no cabinets)

Labor Only

Set HM frames see doors & hardware for materials
Hang scwd oak flush doors per schedule
Door hardware per door schedule
Install cabinets and top in food prep room

Exclusions and Clarifications

No baby changing stations

Building Insulation & Moisture Protection

Plaster Ceiling Locations

Blow in dense pack fiberglass insulation between existing plaster ceiling and roof deck

Open Ceiling locations

Install R-19 fiberglass batt insulation between roof joists and support with Fire
rated reinforced poly vapor barrier
Install R-11 sound attenuating batt insulation in bathroom walls

Roofing:

Remove (2) two existing skylights from the roof
Install (2) new Velux brand curb mounded clear pyramid hip style skylights
Install new roof insulation on curbs
Install Black modified roofing to curbs
Flash skylights to existing curbs
Discard existing skylights
Install 5" Cem-Curb Pitch Pockets for Gas & Electric connections
Flash (2) two vent pipe stacks

Interior Doors and Hardware:

HM frames and plain sliced flush red oak doors, machined for hardware
Door hardware Schlage "AL" lever locks chrome finish, Norton closers painted
Double swing impact door Eliason SCP-6
Door 10, 3'-4" oak flush to be machined on site to fit existing HM frame to remain
Furnish & install toilet partitions per plan (manufactured by Flush Metal)

Exterior Storefront System

Install dark bronze anodized, thermally broken aluminum store front system with
clear Low-E insulated glass - tempered per code
Bottom light of store front system to receive 1" insulated black spandrel glass
Narrow stile doors with 10" bottom rail and 1" clear Low-E insulated and
tempered glass
Door hardware to include: offset pivots, standard push/pulls, surface mounted
door closers, and a lock with thumb-turn. (standard key-way)

Overhead Glass Door:

install (1) one Clopay Door brand model 902I 13'-4" x 7'-0" overhead door or equal.
Dark bronze anodized aluminum framing
1/2" clear tempered glass panels
(1) MT-50, 1/2hp trolley operator, V-115-60-1, provided with (1) one 3-button
control

Drywall:

Wall types 1 & 2 per plan 3 5/8" x 25g studs
Wall types 3 per plan 6" x 25g studs
Wall types 5 per plan 3 5/8" x 20g studs frame ceiling 3 5/8 x 25g
Wall types 7 per plan 1 5/8" x 25g studs
Bulkhead over aluminum entry 6" x 20 g SJ
6" x 20 joist to support ceiling under overhead door
Food prep drop and skylight bulkheads 3 5/8 x 25g
Hang 1/2" or 5/8" Duro rock behind tile work
Hang type x or mold tough drywall per wall types
Set HM frames
Tape and finish drywall to level 4 finish (fire tape above ceiling only)
Sand texture walls below ceiling

Acoustical Ceilings:

ACT-1: USG brand Radar 2 x 2 lay-in black tile with USG brand Donn's DX
15/16" black 2 x 2 grid system (room 101 & 102)
ACT-2: USG brand Radar 2 x 2 lay-in white tile with USG brand Donn's DX
15/16" white 2 x 2 grid system (rooms 106, 107, 108, 110)
ACT-3: USG brand Vinyl Rock 2 x 2 white lay-in with USG brand Donn's DX
15/16" white 2 x 2 grid system (room 103, 104, 105)

Install Mannington brand "Vesuvio" porcelain tile to the front entry wall to 10'-0" above finish floor

Install Mannington brand "Vesuvio" porcelain tile to the Rear entry wall to 8'-0" above finish floor

Install Mannington brand "Vesuvio" porcelain tile to the bathroom walls to 6'-0" above finish floor and the bathroom floors

NOTE: There is a \$1.60 / square foot tile material allowance provided for in this proposal

Install VCT flooring in the storage room

Install Wynford - paste down, 26 oz. level loop nylon carpeting with Johnsonite 4" vinyl base.

Provide 10 year material warranty

NOTE: There is a time and material allowance for floor prep in the amount of \$3,700.00 (any un-used monies will be credited back to you)

Painting:

Prime and paint walls per plan

Stain and varnish (7) seven wood doors

Paint (7) seven hollow metal door frames

Stain and varnish wood cap and base on wall type 2

Stain exterior cedar per plan

Paint exterior south wall

Plumbing:

Provide CPCVC/PEX supplies and PVC waste and vent lines for the following plumbing fixtures and equipment:

(2) two Mansfield brand tank type ADA toilets

(1) one tank type Mansfield brand elongated bowl toilet

(2) two Mansfield brand #1916 oval lavatories with Moen brand ADA faucets

(1) Mansfield brand wall mounted urinal with Sloan 186 flush valve

(1) one #3322 Stainless steel sink with lever faucet

(3) floor drains

(1) grease trap

(1) one #1222 stainless steel sink with lever handle faucet (food prep)

(1) one 82 gallon electric water heater

Connect ice machine - ice machine by others

(1) one Mustee brand 24" x 24" x 10" mop basin with a Chicago brand 350r faucet

(3) three site drains

Connect dishwasher - dishwasher by others

Furnish (1) one beer cooler condensate drain - beer cooler by others

Connect (2) two ice chests in the bar - ice chests by others

Connect (1) one glass washer - glass washer by others

Connect (2) two hand sinks - sinks by others

Provide all required city and state permits

Add a motorized fresh air damper for the furnace
Furnish a 1.5kw wall heater for the entry
Install two lavatory exhaust fans ducted through the roof
Install one food prep area exhaust fan ducted through the roof
Exhaust the mop sink
Furnish and install on Trane 4-ton rooftop unit with economizer to serve the front
Redo the ductwork so the furnace serves rear of the space and the roof top
serves the front
Extend the furnace return to the hallway
Install twelve supply branches and two returns into the drop ceiling
Insulate the existing un-insulated supply trunk
Furnish and install programmable thermostats
Gas pipe the rooftop
Plans, approval fees, and permit
Balancing of the system when complete

H.V.A.C. - Exclusions / Clarifications

There will be no cooking or frying
The dishwasher is non-commercial under counter and will not be exhausted
Excludes all work in basement
Excludes removal of existing (abandoned) rooftop unit
No guarantees are offered or implied for the existing furnace unit
Excludes gas piping to kitchen equipment
Excludes work to the cooler

Automatic Fire Protection:

Design Criteria is based on NFPA 13 designed wet system
Brass upright exposed in the basement and other exposed areas, and chrome semi
recessed pendants in areas with ceiling
Backflow prevention device: Double check included
Fire Department connection to be located within 20 feet of the main control valve

Electrical:

Provide all required electrical wiring per plan and codes.
Provide an allowance of \$3,500.00 for ALL light fixtures
Provide all connections for HVAC, fire, and plumbing equipment
Provide (1) fire alarm control with automatic dialing for fire sprinkler system
Provide (1) Pull station
Provide (1) smoke detector
Provide (1) horn/strobe device
Provide (1) year of 24-hours / 7-days a week monitoring
Provide (1) 120-volt circuit to the fire alarm control panel
Provide for appliance connections in food prep area
Provide for (2) two phone/data lines
Provide (3) three connections to the bar area each on their own 20-amp / 120 volt
circuit
Relocate existing HVAC service and disconnect at back entry for new floor plan
AutoCAD stamped drawings
Energy calculations and drawings
As build drawings and operation and maintenance manuals
Temporary electric as required
All applicable permits



FAX TRANSMITTAL

Copperwood East, Suite 300

N112 W15237 Mequon Rd, Germantown, WI 53022

262.253.1399 Fax: 262.253.1550

TO: Greg Barczak & Suzy Ball

FAX NUMBER:

CO:

PHONE NUMBER: 262-227-9879

Suzy

414-322-6365

Greg

FROM: John M. Klotz

DATE: 3/9/2009

NUMBER OF PAGES TO FOLLOW: 0 Please call if you do not receive all pages

RE: 88 Keys

Bid Adjustments

Description

Omit shelving in storage	\$ (578.00)
Omit soffit in prep room	\$ (655.00)
Omit installation of cabinets and top in food prep room	\$ (1,384.00)
Credit for material and labor toilet accessories (Toilet paper holder Soap dispenser and paper towel dispenser)	\$ (208.00)
Change doors #07 & 08 to hollow metal	\$ 95.00
Change doors # 04, 05 & 06 to 6 Panel oak	\$ 1,468.00
Door # 9 add bars	
Door # 9 add safety glass Change glass to safety glass	\$ 580.00
Door hardware finish change to brushed brass	\$ 79.00
Remove sand texture	\$ (2,198.00)
Wall height and drywall value engineering	\$ (2,234.00)
Credit for mirrors in toilet rooms	\$ (200.00)
Game room change ACT from white to black	No charge
(1) Prime and paint (2) coats	included
Standing Rail LP top 32' long with wood brackets and purse hooks	\$ 1,429.00
Add floor drain in food prep	\$ 305.00
Remove grease trap not needed	\$ (950.00)
Add garbage disposal 1/2hp (includes electric)	\$ 225.00

Deduct food prep double sink Mcen 3322SS with lever faucet (owner to supply sink and faucet)	<u>\$ (165.00)</u>
Deduct food prep Single sink Mcen 1122SS with lever faucet (owner to supply sink and faucet)	<u>\$ (150.00)</u>
Dimmer on LED recessed can lights (base bid recessed cans are non dimmable fluorescent fixtures.) (to add dimmers to the fluorescent cans would be \$ 4,416.00) (this cost includes the \$ 1,177.00 base bid credit)	<u>\$ 3,879.00</u>

Note:

The LED cans we are using have 50,000 hours of maintenance free operation.
 These cans only use 14 watts of energy per can.
 Providing 26 LED recessed cans in lieu of the 26 fluorescent can lights.
 Provide (3) three dimmer switch for LED Recessed Can Lights.
 Dimmer for fluorescent or LED dimmable can are \$ 160.00 because of fixtures

Light Allowance Base bid \$ 3,500.00

Recessed fluorescent can fixtures and lights	\$ 1,177.00	
Track lighting with MR-16 heads and lamps	\$ 810.00	<u>\$ (810.00)</u>
Wall sconce fixtures \$ 100.00 each	\$ 700.00	<u>\$ (700.00)</u>
Fluorescent layin fixtures and exit lighting	<u>\$ 813.00</u>	
	<u>\$ 3,500.00</u>	

Recessed lights in game room (non dimmable cans)	<u>No charge</u>
Cost if any to make sure front exterior exterior lights are working (reconnecting lights included, but no work on fixtures figured)	<u>\$ 158.00</u>
Wiring for front and back exterior signage	<u>\$ 630.00</u>
Platform outlets are 20amp dedicated change to 30amp circuits	<u>\$ 105.00</u>

Net Total \$ (1,279.00)

Attached

Exhibit B

“Approved Architectural Plans”

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 1

CONTRACT NO. _____

DATE OF AWARD _____

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 7211 W. Greenfield Avenue

TAX KEY NUMBER: 453-0089-000

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

TIME OF PERFORMANCE: 2009

TOTAL AMOUNT OF CONTRACT: Not to exceed \$15,000.00

THIS AGREEMENT, entered into by and between Suzanne G. Ball, property owner and member of 88 Keys 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.

WITNESSETH THAT:

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 Exhibit(s). 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. This contract award is 100% funded under the Federal Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the OWNER agree that the City of West Allis, Department of Development can modify and reduce either the OWNER's compensation (as listed on Page 1 as the "Total Amount of Contract") or the OWNER's program year or both. (The Department of Development will notify the OWNER of such reduction).
 - 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 Services as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:

Name: 88 Keys LLC
 Address: 7211 W. Greenfield Ave.
 City and State: West Allis, 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,

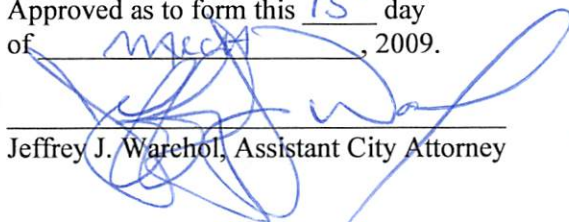
pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

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

7211 W. Greenfield Avenue
West Allis, WI 53214

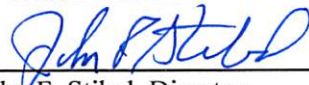
C. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the facade improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the facade improvements under this 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 13TH day
of NOV, 2009.


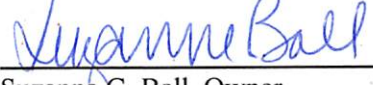
Jeffrey J. Warehol, Assistant City Attorney

CITY OF WEST ALLIS

By: 
John F. Stibal, Director
Director of Development


Date: 11-9-09

OWNER

By: 
Suzanne G. Ball, Owner

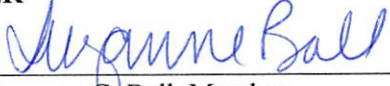
Date: 11/12/09

Countersigned:

By: 
Gary Schmid
Manager of Finance/Comptroller

Date: 11-10-09

MEMBER

By: 
Suzanne G. Ball, Member
88 Keys LLC

Date: 11/12/09

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 2

CONTRACT NO. _____

DATE OF AWARD _____

This CONTRACT is funded, in whole or in part, with Federal Community Development Block Grant Funds. The OWNER will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the CONTRACT.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

II. Equal Employment Opportunity. (All Projects exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The OWNER will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The OWNER will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The OWNER will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. OWNER will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents to accept the jurisdiction of the federal courts for the purpose of enforcement of this section.

VIII. Historic Preservation. OWNER will comply with the requirements for historic preservation, identification and review set forth in Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The OWNER will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the OWNER will agree that any such work will be done in accordance with such laws and regulations.

XIV. Religious Entity. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub-recipient from which the CDBG funds are derived that, in connection with the provision of such services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in to religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The OWNER has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XVI. Remedies for Noncompliance. In the event of OWNER's noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payment of funding under the Agreement until Sub-recipient complies; and/or
- B. Immediate cancellation, termination or suspension of the Agreement, in whole or in part.
- C. Other remedies that may be legally available.

XVII. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Owner Initials

q\sf\cf\7211-g-88-k\bjb3-09

City Representative Initials

Attached

Exhibit A

“General Contractor Proposal”



FAX TRANSMITTAL

Copperwood East, Suite 300

N112 W15237 Mequon Rd, Germantown, WI 53022

262.253.1399 Fax: 262.253.1550

TO: Greg Barczak / Susie Ball FAX NUMBER: 414-258-9139

CO: 88 Keys ~~Martini & Piano Bar~~ PIANO MARTINI LOUNGE

FROM: John M. Klotz DATE: 3/2/09

NUMBER OF PAGES TO FOLLOW: _____ Please call our office if you do not receive all pages

RE: 88 Keys Martini & Piano Bar

PROPOSAL

Per Plans and Specifications by Architects/Planners, S.C.
And as Follows:

We propose to furnish all materials and labor as outlined below for the remodeling
of the 88 Keys Martini & Piano Bar: \$ 213,741.00

General Conditions:

The following services will be provided during the construction process

Project Management

Site superintendent

Applicable city building permits

Note: Impact fees and Assessors fees not included

Construction fencing - to be used around dumpsters only

Temporary toilet facilities

Temporary enclosures

Jobsite clean up

Final clean up

Dumpsters

30 yrs

→ Ballon 5 yrs

12 pts

Site Utilities:

Furnish (1) one new 6" Ductile water service from main to building to accommodate
new fire protection system

Install spool through wall

Provide for Tap fees

Provide 1" meter fee

Provide for Sidewalk and Road restoration when complete

All required city permits

Provide road deposit as required

Patch existing concrete floors as required at front of tenant space
Remove wall at rear entry alcove to accommodate door #9
Block in existing window in CMU wall above door #9

Rough Carpentry

Furnish and Install

Install pressure treated 4 x4 wood post and 1 x 6 cedar fencing for dumpster enclosure
Framing for front overhead door (2 x 4 & 2 x 6)
Framing for piano platform in front
Temp board ups for front and rear doors as needed
Blocking for: Toilet partition, grab bars, vanity tops, upper cabinets,
and shelving in storage room
No blocking for bar of millwork soffit by others

Labor Only

Remove lower ceiling joist south end of building

Finish Carpentry

Furnish and Install

Oak cap apron and base on wall type 2 half walls
LP sill @ front overhead door
FRP all walls to 8' in food prep 103 (white)
FRP to 8' corner @ mop sink (white)
Storage room shelving (metal standards, brackets & 1 x 12 PB shelf boards)
Toilet hardware (grab bars, TPH,PTH,SD,ADA Sign, 24" x 36" mirrors)
LP Toilet room vanities and brackets
(2) fire extinguishers on brackets (no cabinets)

Labor Only

Set HM frames see doors & hardware for materials
Hang scwd oak flush doors per schedule
Door hardware per door schedule
Install cabinets and top in food prep room

Exclusions and Clarifications

No baby changing stations

Building Insulation & Moisture Protection

Plaster Ceiling Locations

Blow in dense pack fiberglass insulation between existing plaster ceiling and roof deck

Open Ceiling locations

Install R-19 fiberglass batt insulation between roof joists and support with Fire
rated reinforced poly vapor barrier
Install R-11 sound attenuating batt insulation in bathroom walls

Roofing:

Remove (2) two existing skylights from the roof
Install (2) new Velux brand curb mounded clear pyramid hip style skylights
Install new roof insulation on curbs
Install Black modified roofing to curbs
Flash skylights to existing curbs
Discard existing skylights
Install 5" Cem-Curb Pitch Pockets for Gas & Electric connections
Flash (2) two vent pipe stacks

Interior Doors and Hardware:

HM frames and plain sliced flush red oak doors, machined for hardware
Door hardware Schlage "AL" lever locks chrome finish, Norton closers painted
Double swing impact door Eliason SCP-6
Door 10, 3'-4" oak flush to be machined on site to fit existing HM frame to remain
Furnish & install toilet partitions per plan (manufactured by Flush Metal)

Exterior Storefront System

Install dark bronze anodized, thermally broken aluminum store front system with
clear Low-E insulated glass - tempered per code
Bottom light of store front system to receive 1" insulated black spandrel glass
Narrow stile doors with 10" bottom rail and 1" clear Low-E insulated and
tempered glass
Door hardware to include: offset pivots, standard push/pulls, surface mounted
door closers, and a lock with thumb-turn. (standard key-way)

Overhead Glass Door:

install (1) one Clopay Door brand model 9021 13'-4" x 7'-0" overhead door or equal.
Dark bronze anodized aluminum framing
1/2" clear tempered glass panels
(1) MT-50, 1/2hp trolley operator, V-115-60-1, provided with (1) one 3-button
control

Drywall:

Wall types 1 & 2 per plan 3 5/8" x 25g studs
Wall types 3 per plan 6" x 25g studs
Wall types 5 per plan 3 5/8" x 20g studs frame ceiling 3 5/8 x 25g
Wall types 7 per plan 1 5/8" x 25g studs
Bulkhead over aluminum entry 6" x 20 g SJ
6" x 20 joist to support ceiling under overhead door
Food prep drop and skylight bulkheads 3 5/8 x 25g
Hang 1/2" or 5/8" Duro rock behind tile work
Hang type x or mold tough drywall per wall types
Set HM frames
Tape and finish drywall to level 4 finish (fire tape above ceiling only)
Sand texture walls below ceiling

Acoustical Ceilings:

ACT-1: USG brand Radar 2 x 2 lay-in black tile with USG brand Donn's DX
15/16" black 2 x 2 grid system (room 101 & 102)
ACT-2: USG brand Radar 2 x 2 lay-in white tile with USG brand Donn's DX
15/16" white 2 x 2 grid system (rooms 106, 107, 108, 110)
ACT-3: USG brand Vinyl Rock 2 x 2 white lay-in with USG brand Donn's DX
15/16" white 2 x 2 grid system (room 103, 104, 105)

Install Mannington brand "Vesuvio" porcelain tile to the front entry wall to 10'-0" above finish floor

Install Mannington brand "Vesuvio" porcelain tile to the Rear entry wall to 8'-0" above finish floor

Install Mannington brand "Vesuvio" porcelain tile to the bathroom walls to 6'-0" above finish floor and the bathroom floors

NOTE: There is a \$1.60 / square foot tile material allowance provided for in this proposal

Install VCT flooring in the storage room

Install Wynford - paste down, 26 oz. level loop nylon carpeting with Johnsonite 4" vinyl base.

Provide 10 year material warranty

NOTE: There is a time and material allowance for floor prep in the amount of \$3,700.00 (any un-used monies will be credited back to you)

Painting:

Prime and paint walls per plan

Stain and varnish (7) seven wood doors

Paint (7) seven hollow metal door frames

Stain and varnish wood cap and base on wall type 2

Stain exterior cedar per plan

Paint exterior south wall

Plumbing:

Provide CPCVC/PEX supplies and PVC waiste and vent lines for the following plumbing fixtures and equipment:

(2) two Mansfield brand tank type ADA toilets

(1) one tank type Mansfield brand elongated bowl toilet

(2) two Mansfield brand #1916 oval lavatories with Moen brand ADA faucets

(1) Mansfield brand wall mounted urinal with Sloan 186 flush valve

(1) one #3322 Stainless steel sink with lever faucet

(3) floor drains

(1) grease trap

(1) one #1222 stainless steel sink with lever handle faucet (food prep)

(1) one 82 gallon electric water heater

Connect ice machine - ice machine by others

(1) one Mustee brand 24" x 24" x 10" mop basin with a Chicago brand 350r faucet

(3) three site drains

Connect dishwasher - dishwasher by others

Furnish (1) one beer cooler condensate drain - beer cooler by others

Connect (2) two ice chests in the bar - ice chests by others

Connect (1) one glass washer - glass washer by others

Connect (2) two hand sinks - sinks by others

Provide all required city and state permits

Add a motorized fresh air damper for the furnace
Furnish a 1.5kw wall heater for the entry
Install two lavatory exhaust fans ducted through the roof
Install one food prep area exhaust fan ducted through the roof
Exhaust the mop sink
Furnish and install on Trane 4-ton rooftop unit with economizer to serve the front
Redo the ductwork so the furnace serves rear of the space and the roof top serves the front
Extend the furnace return to the hallway
Install twelve supply branches and two returns into the drop ceiling
Insulate the existing un-insulated supply trunk
Furnish and install programmable thermostats
Gas pipe the rooftop
Plans, approval fees, and permit
Balancing of the system when complete

H.V.A.C. - Exclusions / Clarifications

There will be no cooking or frying
The dishwasher is non-commercial under counter and will not be exhausted
Excludes all work in basement
Excludes removal of existing (abandoned) rooftop unit
No guarantees are offered or implied for the existing furnace unit
Excludes gas piping to kitchen equipment
Excludes work to the cooler

Automatic Fire Protection:

Design Criteria is based on NFPA 13 designed wet system
Brass upright exposed in the basement and other exposed areas, and chrome semi recessed pendants in areas with ceiling
Backflow prevention device: Double check included
Fire Department connection to be located within 20 feet of the main control valve

Electrical:

Provide all required electrical wiring per plan and codes.
Provide an allowance of \$3,500.00 for ALL light fixtures
Provide all connections for HVAC, fire, and plumbing equipment
Provide (1) fire alarm control with automatic dialing for fire sprinkler system
Provide (1) Pull station
Provide (1) smoke detector
Provide (1) horn/strobe device
Provide (1) year of 24-hours / 7-days a week monitoring
Provide (1) 120-volt circuit to the fire alarm control panel
Provide for appliance connections in food prep area
Provide for (2) two phone/data lines
Provide (3) three connections to the bar area each on their own 20-amp / 120 volt circuit
Relocate existing HVAC service and disconnect at back entry for new floor plan
AutoCAD stamped drawings
Energy calculations and drawings ,
As build drawings and operation and maintenance manuals
Temporary electric as required
All applicable permits



FAX TRANSMITTAL

Copperwood East, Suite 300

N112 W15237 Mequon Rd, Germantown, WI 53022

262.253.1399 Fax: 262.253.1550

TO: Greg Barczak & Suzy Ball

FAX NUMBER:

CO:

PHONE NUMBER: 262-227-9879

Suzy

414-322-6365

Greg

FROM: John M. Klotz

DATE: 3/9/2009

NUMBER OF PAGES TO FOLLOW:

0

Please call if you do not receive all pages

RE: 88 Keys

Bid Adjustments

Description

Omit shelving in storage	<u>\$ (578.00)</u>
Omit soffit in prep room	<u>\$ (655.00)</u>
Omit installation of cabinets and top in food prep room	<u>\$ (1,384.00)</u>
Credit for material and labor toilet accessories (Toilet paper holder Soap dispenser and paper towel dispenser)	<u>\$ (208.00)</u>
Change doors #07 & 08 to hollow metal	<u>\$ 95.00</u>
Change doors # 04, 05 & 06 to 6 Panel oak	<u>\$ 1,468.00</u>
Door # 9 add bars	<u> </u>
Door # 9 add safety glass Change glass to safety glass	<u>\$ 580.00</u>
Door hardware finish change to brushed brass	<u>\$ 79.00</u>
Remove sand texture	<u>\$ (2,198.00)</u>
Wall height and drywall value engineering	<u>\$ (2,234.00)</u>
Credit for mirrors in toilet rooms	<u>\$ (200.00)</u>
Game room change ACT from white to black	No charge
(1) Prime and paint (2) coats	<u>included</u>
Standing Rail LP top 32' long with wood brackets and purse hooks	<u>\$ 1,429.00</u>
Add floor drain in food prep	<u>\$ 305.00</u>
Remove grease trap not needed	<u>\$ (950.00)</u>
Add garbage disposal 1/2hp (includes electric)	<u>\$ 225.00</u>

Deduct food prep double sink Moen 3322SS with lever faucet (owner to supply sink and faucet)	<u>\$ (165.00)</u>
Deduct food prep Single sink Moen 1122SS with lever faucet (owner to supply sink and faucet)	<u>\$ (150.00)</u>
Dimmer on LED recessed can lights (base bid recessed cans are non dimmable fluorescent fixtures.) (to add dimmers to the fluorescent cans would be \$ 4,416.00) (this cost includes the \$ 1,177.00 base bid credit)	<u>\$ 3,879.00</u>

Note:

The LED cans we are using have 50,000 hours of maintenance free operation.
 These cans only use 14 watts of energy per can.
 Providing 26 LED recessed cans in lieu of the 26 fluorescent can lights.
 Provide (3) three dimmer switch for LED Recessed Can Lights.
 Dimmer for fluorescent or LED dimmable can are \$ 160.00 because of fixtures

Light Allowance Base bid \$ 3,500.00

Recessed fluorescent can fixtures and lights	\$ 1,177.00	
Track lighting with MR-16 heads and lamps	\$ 810.00	<u>\$ (810.00)</u>
Wall sconce fixtures \$ 100.00 each	\$ 700.00	<u>\$ (700.00)</u>
Fluorescent layin fixtures and exit lighting	<u>\$ 813.00</u>	
	<u>\$ 3,500.00</u>	

Recessed lights in game room (non dimmable cans)	<u>No charge</u>
Cost if any to make sure front exterior exterior lights are working (reconnecting lights included, but no work on fixtures figured)	<u>\$ 158.00</u>
Wiring for front and back exterior signage	<u>\$ 630.00</u>
Platform outlets are 20amp dedicated change to 30amp circuits	<u>\$ 105.00</u>

Net Total \$ (1,279.00)

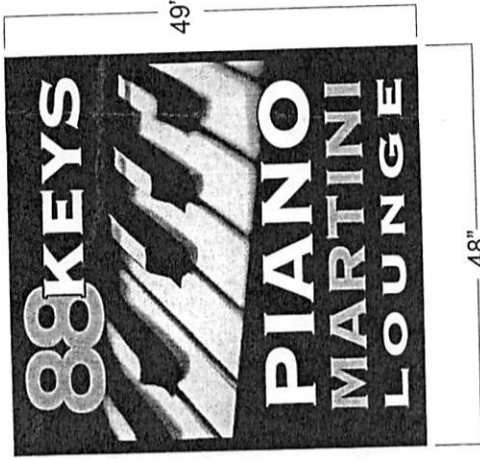
Attached

Exhibit B

“Approved Architectural Plans”

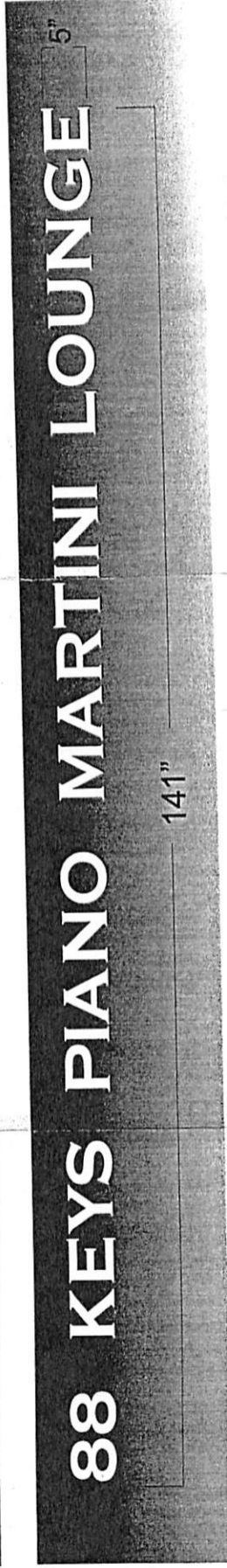
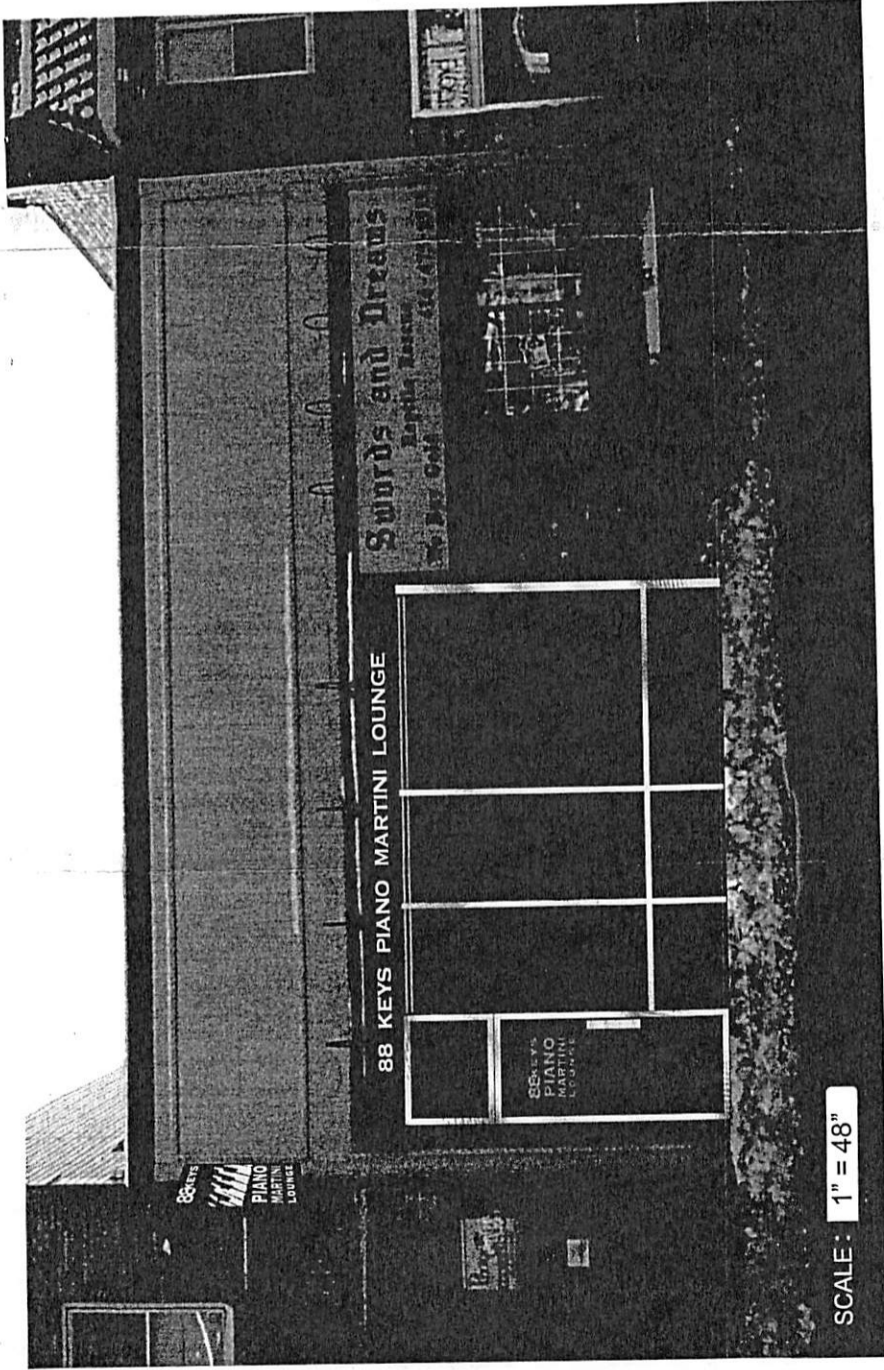
Projecting Sign Cabinet

- Copy: As Shown
- Illumination: Fluorescent lamps
- Double Faced
- Over All Size: 49" x 48"
- Cabinet Color: MP Semi-Gloss Black
- Sign Face: 3M Translucent digitally printed vinyl graphic.
- Face Material: White Lexan.
- Flag mount to building as shown.
- UL Listed



Door Graphics

- Copy: As Shown
- Frosted Crystal (etched glass look) applied to the first surface of door.
- Vinyl: #7725SE-324



Gemini Brand Letters

- Copy: As Shown
- Letter Finish: White formed letter
- 5" Letters stud mounted to existing building facade - as shown.

Neon Border (Option)

- 12 feet of Double strokes of blue neon mounted to the inside of the windows as shown.

DRAWING FOR: 88 KEYS_2173_R2.0
 Approval DATE: 1/5/2009
 DESIGNED BY: Ship DeBuck SALES REP: Todd Jacobs DATE: 1/5/2009
 11607 W. Dearborn Ave. Wauwatosa, WI. 53226 414-431-6688 Fax 414-431-4949

Resubmit all for graphic purposes only and not needed for actual production and construction drawings. Shop drawings with actual dimensions, mounting details, wet back and fastening requirements are needed upon signed contract.



This is an original, unpublished drawing designed for you by Alpha Neon Sign & Lighting. Any use of this original design without permission from Alpha Neon Sign & Lighting is prohibited. To purchase these designs, please contact your Alpha Neon Sign & Lighting sales representative. © 2008 Alpha Neon Sign & Lighting sales representative.

**Naegele awning
dan 414.517.4643**

job 7211 w. greenfield ave



**new awning, pac blue sunbrella
1" sq galv. welded frame, 6' wide
8'2" out, 3'0" high, 7'6" off ground
2" sq supports with 4" plate bottom
at bottom(4 holes with 3" anchors)**

7211 = 9" high x 33" wide

88 Keys = 6" high x 46" wide

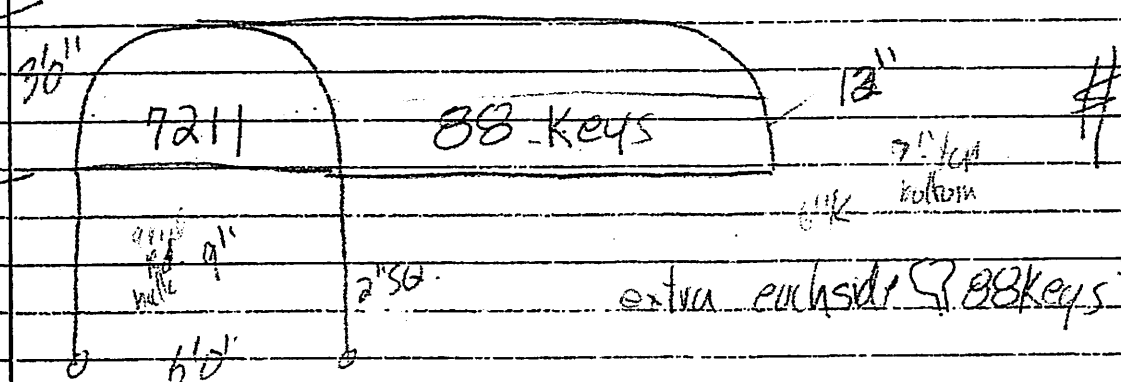
NAEGELE AWNING CO.

1120 W. LINCOLN AVE.
MILWAUKEE, WI 53215
PHONE-414-645-2862
FAX-414-645-2863
wedoawnings@sbcglobal.net

DATE: <i>Oct 15 - 09</i>
ORDER NUMBER:

NAME: PURCHASER <i>88 Keys</i>	JOB SITE <i>all Gog 322-6365</i>
ADDRESS: <i>7211 W. Greenfield</i>	<i>harley 8028@yahoo.com</i>
CITY, STATE, ZIP: <i>west allis, WI</i>	
PHONE: H _____ W _____	FAX: _____

BINDING	VALENCE	COLOR <i>Blue-Pacific</i>	MATERIAL <i>Sunbrella</i>
---------	---------	------------------------------	------------------------------

QTY	DRAWING OR DESCRIPTION OF ORDER	TOTAL
	<i>8'-7"</i>	<i>1200</i>
		<i># 1400</i>
	<i>extra each side of 88 keys</i>	<i># 150</i>
	<i>2'0" away curb. - white lettering</i>	
	<i>1" B. welded frame</i>	
	<i>compet installed</i>	
	<i>• permit paid by owner</i>	
	<i>• night inspection NA</i>	

Since these awnings are custom made to our specifications, this order is not subject to cancellation for any reason whatsoever without paying the seller's cost up to time of cancellation. 1.5% per month interest charged after 30 days from billing.

cell 1-414-
517.4643
PURCHASER
Don J. P/2
REPRESENTATIVE

TOTAL	<i>1350</i>
TAX	<i>0</i>
TOTAL	
Downpayment	<i>600</i>
Balance	<i>750</i>

PLAN COM / ATTORNEY RIGHT / SPEC. PERM. INTEREST / PERMITS / STAIN - 10:30
< 10:30 - FRI.