



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number

Title

Status

R-2004-0190

Resolution

In Committee

Resolution to approve Commercial Facade Improvement Project Contract by and between the City of West Allis and Terry and Daniele Haber for the property at 7035-37 W. Greenfield Ave. in an amount not to exceed \$10,561

Introduced: 6/1/2004

Controlling Body: Administration & Finance
Committee

COMMITTEE RECOMMENDATION

ACTION
DATE:

JUN 01 2004

MOVER

SECONDER

Barczak
Czaplewski
Dobrowski
Kopplin
Lajsic
Narlock
Reinke
Sengstock
Vitale
Weigel

AYE

NO

PRESENT

EXCUSED

TOTAL

5

SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT

ACTION
DATE:

JUN 01 2004

MOVER

SECONDER

Barczak
Czaplewski
Dobrowski
Kopplin
Lajsic
Narlock
Reinke
Sengstock
Vitale
Weigel

AYE

NO

PRESENT

EXCUSED

TOTAL

10

C: Dev. Dept.
Chris Phurney

**STANDING COMMITTEES OF THE
CITY OF WEST ALLIS COMMON COUNCIL
2004**

ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski
Vice-Chair: Martin J. Weigel
Gary T. Barczak
Thomas G. Lajsic
Rosalie L. Reinke

PUBLIC WORKS

Chair: Richard F. Narlock
Vice-Chair: Linda A. Dobrowski
Kurt E. Kopplin
Vincent Vitale
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Vincent Vitale
Gary T. Barczak
Martin J. Weigel
Rosalie L. Reinke

LICENSE & HEALTH

Chair: Kurt E. Kopplin
Vice-Chair: James W. Sengstock
Linda A. Dobrowski
Richard F. Narlock
Michael J. Czaplewski

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
Linda A. Dobrowski
Vincent Vitale
Martin J. Weigel



City of West Allis

Resolution

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number: R-2004-0190

Final Action:

Resolution to approve Commercial Facade Improvement Project Contract by and between the City of West Allis and Terry and Daniele Haber for the property at 7035-37 W. Greenfield Ave. in an amount not to exceed \$10,561

BE IT RESOLVED by the Common Council of the City of West Allis that the 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 an amount not to exceed \$10,561 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-347-6-1-04\jmg

ADOPTED

June 1, 2004
Paul M. Ziehler

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

APPROVED

June 4, 2004
Jeannette Bell

Jeannette Bell, Mayor

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

CONTRACT - Part 1

CONTRACT NO. _____

DATE OF AWARD _____

ORIGINAL

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 7035-37 W. Greenfield Ave.

TAX KEY NUMBER: 453-0039-000

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

TIME OF PERFORMANCE: 2004

TOTAL AMOUNT OF CONTRACT: \$10,561.00

THIS AGREEMENT, entered into by and between Terry and Danielle Haber (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.

ORIGINAL

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: Terry and Danielle Haber
Address: 7035-37 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:

7035-37 W. Greenfield Ave.

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 7TH day
of June, 2004.

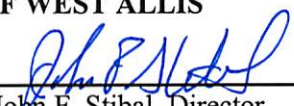


Scott E. Post, City Attorney

Jeffrey S. Warchol, Assistant City Attorney

CITY OF WEST ALLIS

By: _____


John F. Stibal, Director
Director of Development

Date: _____

6-8-04

OWNER

By: _____

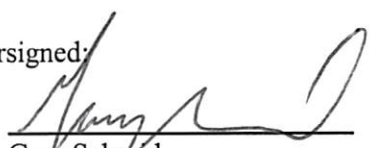


Date: _____

6-10-04

Countersigned: _____

By: _____


Gary Schmid
Manager of Finance/Comptroller

Date: _____

6-9-04

**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 no 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.

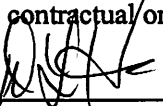
XVI. Remedies for Noncompliance. In the event of OWNER's noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- 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.

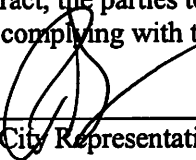
XVII. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

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
h\cf70-g-hbjb\5-04



City Representative Initials

Attached

Exhibit A

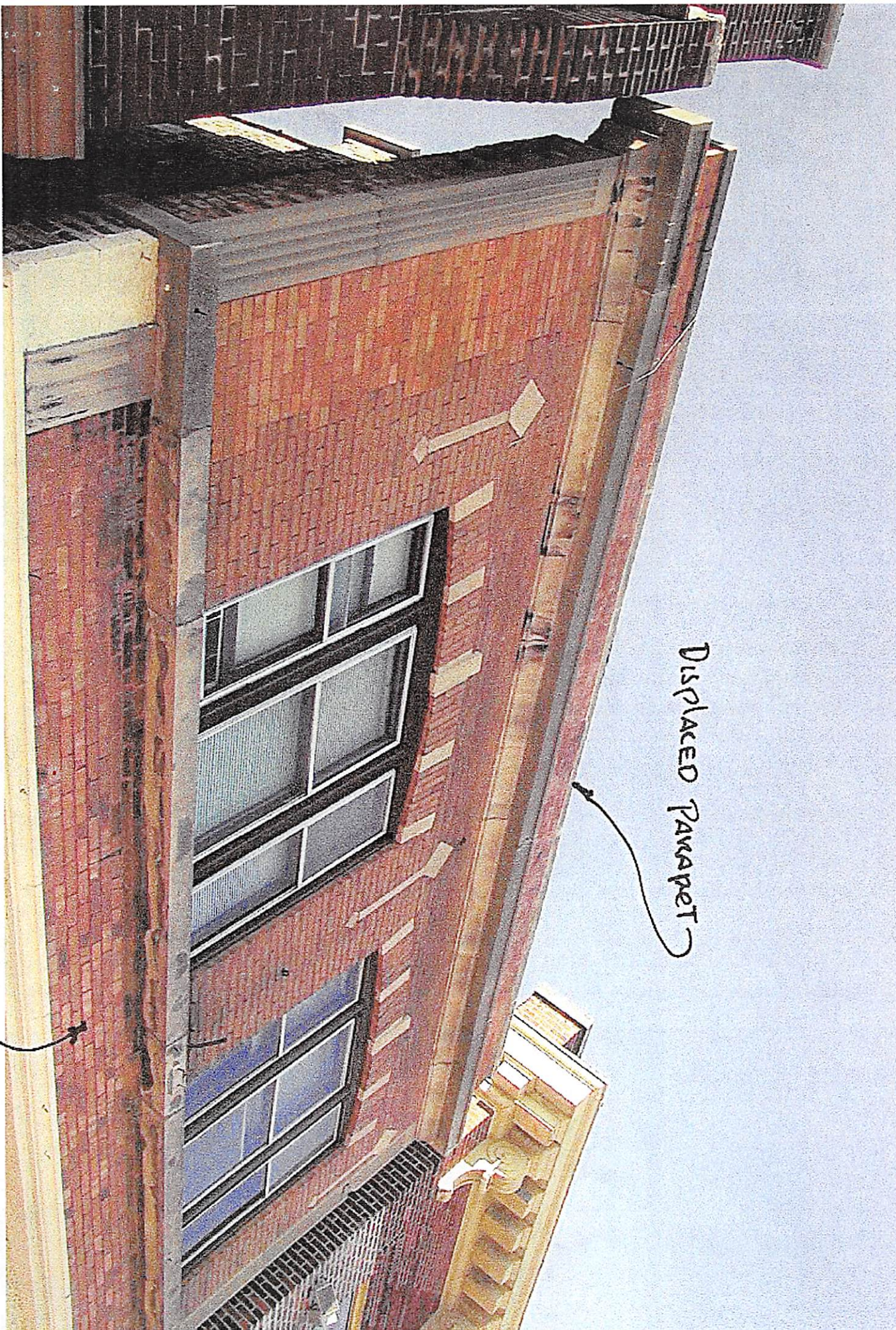
“General Contractor Proposal”



Take down & rebuild 13c
SAVE CAPS

Displaced Parapet

Wrong color matrix



450111

WORK AREA

TAKE DOWN & REBUILD RAUAPET

INSPECT, SEAL, ERODE, FIN AS NEEDED

SAVE CAPS

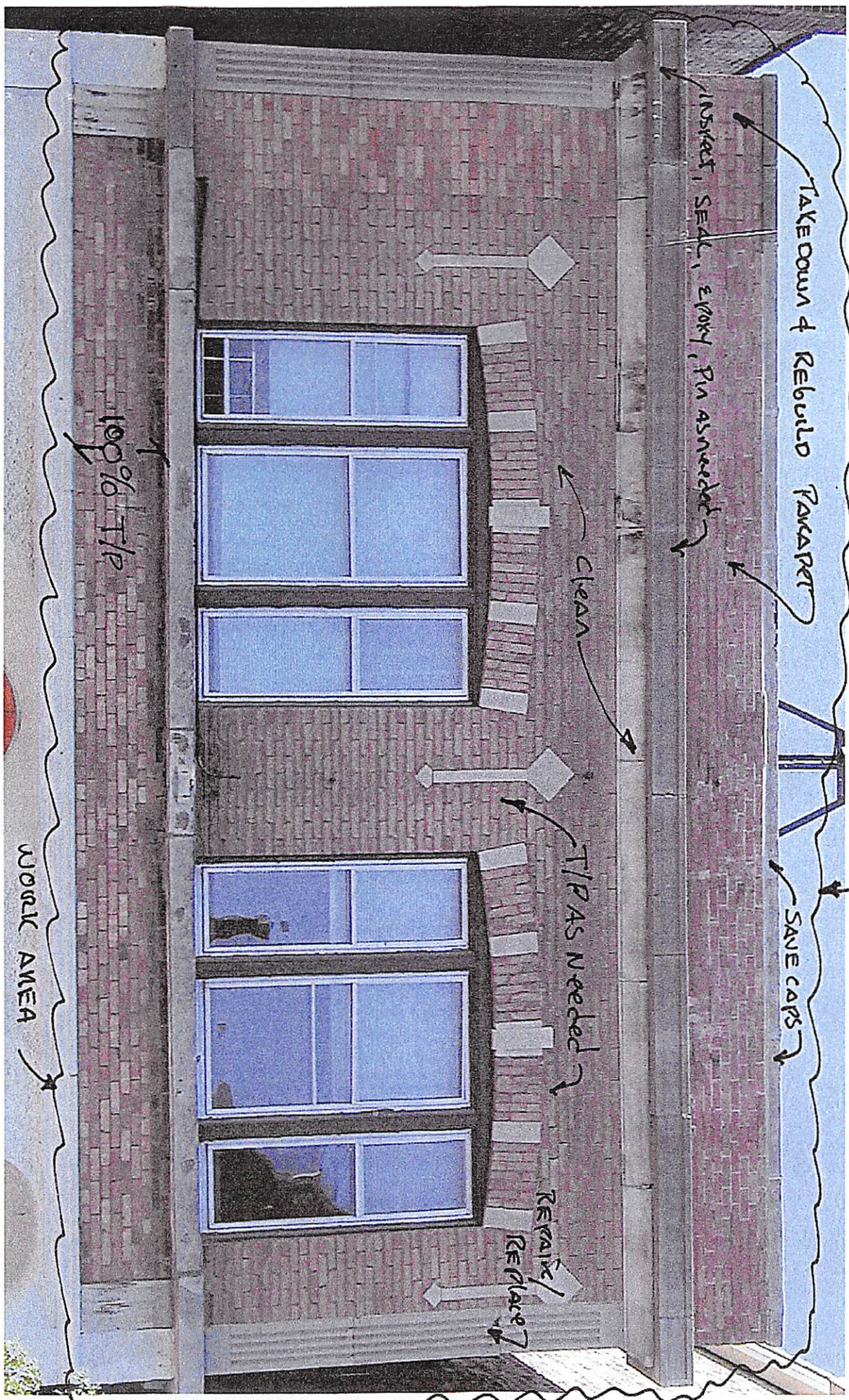
CLEAN

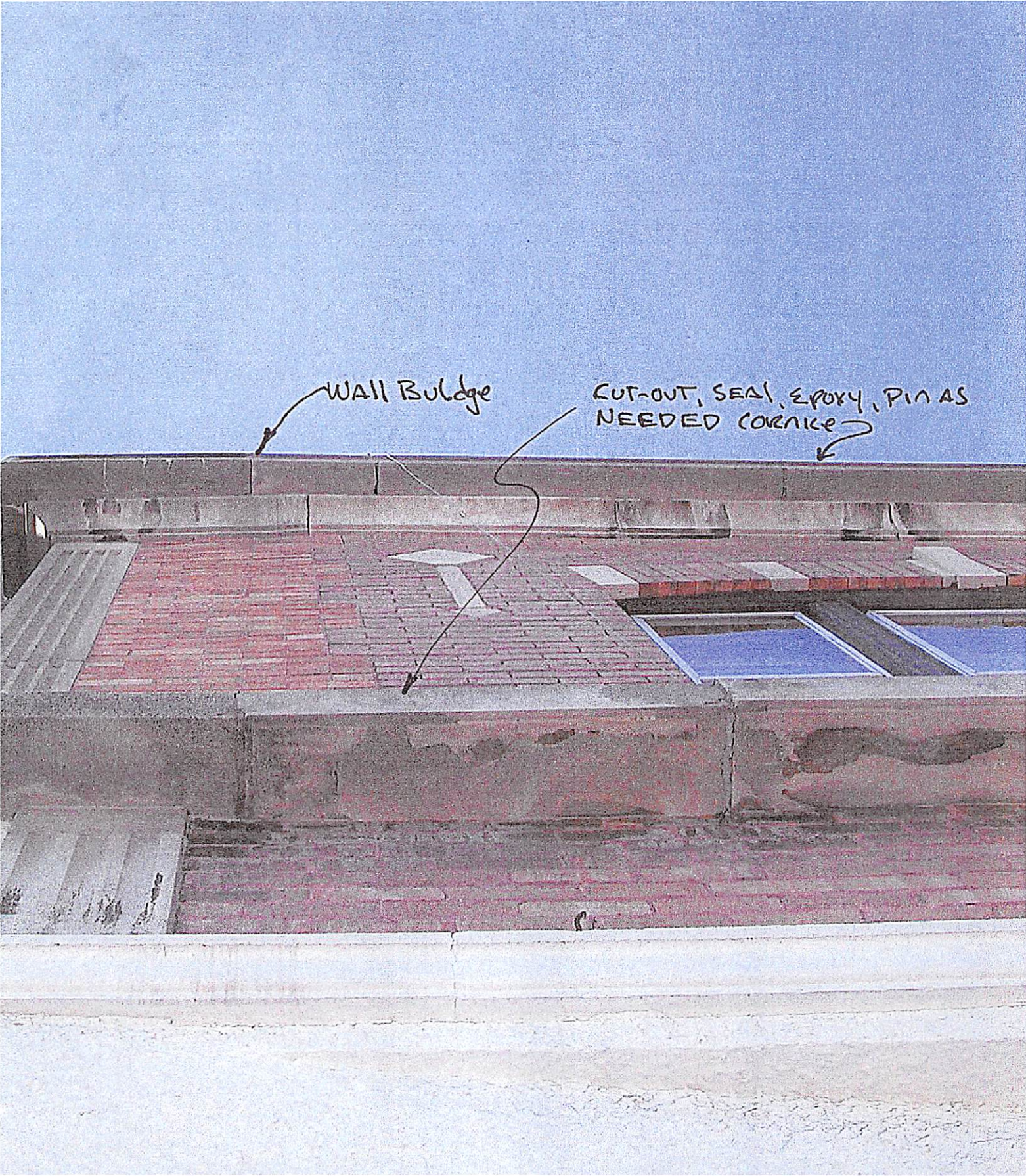
T/P AS NEEDED

REPAIR/REPLACE

100% T/P

WORK AREA





Wall Bulge

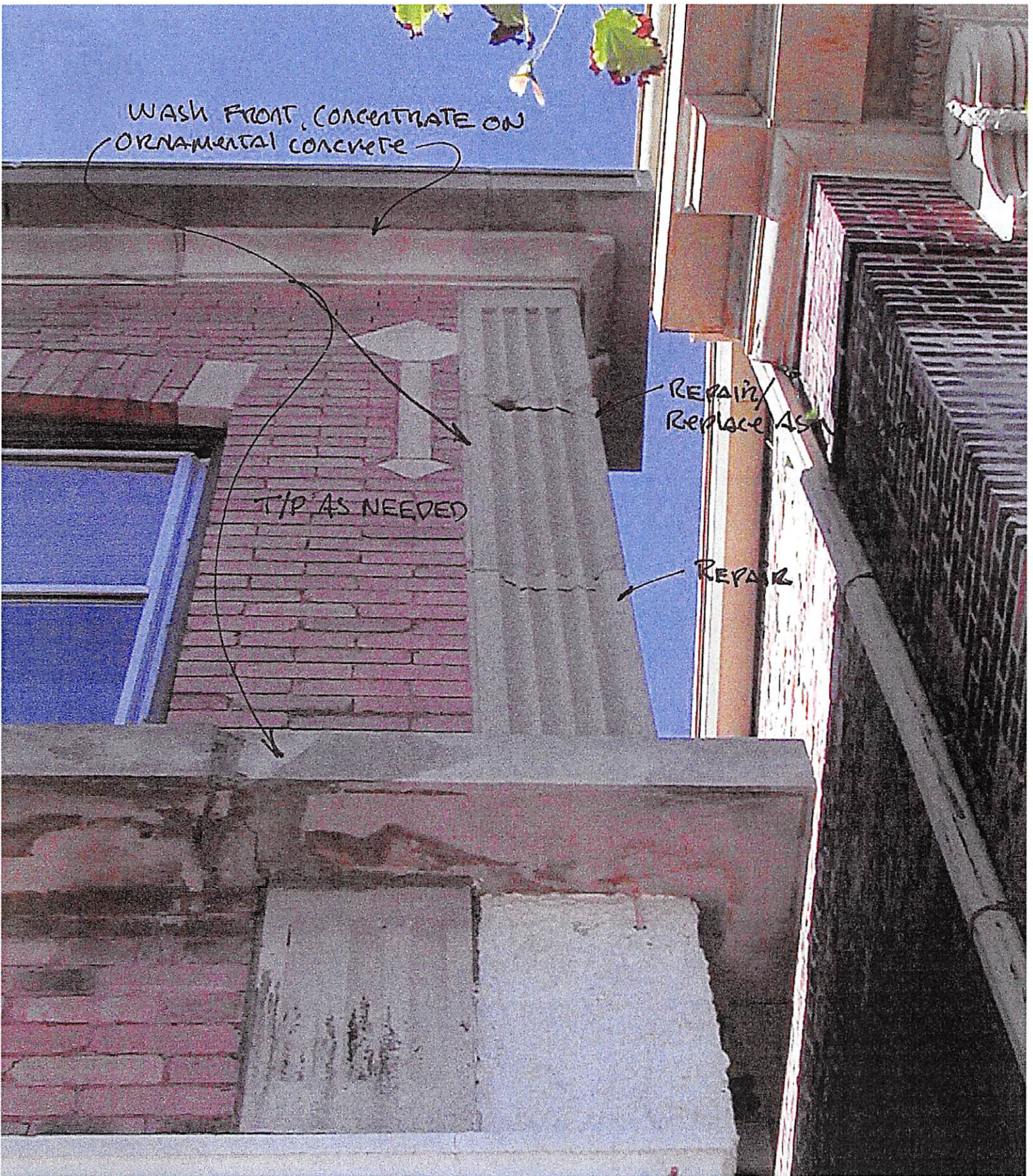
CUT-OUT, SEAL, EPOXY, PIN AS
NEEDED CORNICE

WASH FRONT, CONCENTRATE ON
ORNAMENTAL CONCRETE

REPAIR/
REPLACE AS N

T/P AS NEEDED

REPAIR





Masonry
Restoration
Incorporated

Booked Solid, Inc.
7035 West Greenfield Avenue
West Allis, WI 53214

07/16/03

Proposal No. 203-240

Attn: Ms. Danielle Haber

Project Location:

BOOKED SOLID, INC.
7035 W. Greenfield Avenue
West Allis, WI

Scope of work:

- 1) After scaffolding and providing sidewalk protection on the north elevation, the north parapet will have the precast concrete caps removed and stored on the roof for reuse later.
- 2) Any roof attachments, flashings or seals shall be removed by others (replacement when complete shall also be by others).
- 3) The brick face shall be taken down \pm 13 courses.
- 4) An inspection of the wall will be made at this time to determine if any structural damage has occurred to the building. The owner will be notified of the results.
- 5) New modular brick in a color and finish selected to match as close as possible to the original will be laid-up to form the new parapet wall. Brick ties and durawall reinforcing will be used to secure the new wall and maintain integrity.
- 6) After a curing period, the parapet caps will be drilled and pinned as necessary and set in a latex modified mud bed.



- 7) The coping joints will be primed and sealed with a high performance urethane sealant.
- 8) Matrix for the parapet will be per owners match of color sample.
- 9) TUCKPOINTING BRICK MASONRY

All exterior north elevation brick masonry as detailed in images 01 -05 shall be inspected. Mortar joints which are loose or eroded shall be cut out to a minimum depth of 3/4 inch and as much more as conditions require. Joints with hairline cracks which are otherwise sound shall not be considered defective. After cleaning and flushing with water, joints which have been cut out and all voids in mortar shall be filled with a matching mortar consisting of one part lime, one part Portland cement, to six parts sand. Joints shall be tooled to match existing joints as closely as possible. Completed work shall be wet down to insure proper curing of the mortar.

MATERIALS

- a) Delivery, Storage and Handling
 - 1) All materials shall be delivered, stored and handled so as to prevent inclusion of foreign materials and damage of materials by water or breakage.
 - 2) Package materials shall be delivered and stored in original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected.
- b) Water shall be clean and free from deleterious materials, suitable for drinking, and range from 50 to 70 degrees F.
- c) Portland cement shall be non-staining and shall conform to requirements of ASTM C 150, Type II.
- d) Hydrated lime shall conform to standard specifications of the ASTM C 207, Type S.
- e) Sand for mortar shall conform to the ASTM C 144 and shall match original.



MORTAR

- a) Lime and Cement Mortar
 - One (1) part Portland Cement
 - One (1) part Hydrated Lime
 - Six (6) parts sand
- 1) Integral mortar color and texture shall be match existing.
- 2) The above mortar mix is specified as starting point. Match existing mortar as closely as possible. Submit exact mortar mix selected to owner for approval prior to commencing work.
- b) Mixing:
 - 1) All materials for mortar shall be measured by volume, sand and cement mixed dry, hydrated lime added, and then water added to bring to the proper consistency for use.
 - 2) No mortars that have been standing for more than two (2) hours shall be used.
 - 3) Mortar that has stiffened within the above time limit may be re-tempered.

CLEANING

- a) During and upon completion of all masonry restoration work, remove all resulting cutting dust, mortar smears, excess sealant and other such stains from the masonry. Methods are subject to the owner's approval. Use of acidic base materials will not be permitted.
- b) Dirt, dust, debris, etc., resulting from the work shall not be allowed to accumulate, and shall be removed from the site as soon after each day's work as practicable.
- c) Site shall be left in a condition equal to or better than that which existed before project commenced.

10) **SETTLEMENT AND MOVEMENT CRACK REPAIR**

All defective mortar joints in the brick masonry caused by movement or settlement of the building shall be cut out to a minimum depth of 1 inch and as much more as necessary. Joints shall be outlined with masking tape to obtain a neat and uniform appearance. Prepared joints shall be sealed with Sonneborn NP1 urethane sealant colored and tooled to blend with the surrounding masonry.

11) COPING JOINT SEALING

All concrete coping joints on the north elevation shall be cut out to a minimum depth of 1/2 inch and as much more as conditions require. After thoroughly cleaning, prepared joints shall be outlined with masking tape to obtain a neat and uniform appearance. The joints shall be sealed with Sonneborn NP1 urethane sealant.

12) HIGH-PRESSURE WATER CLEANING

All exterior brick and stone masonry shall be cleaned with high-pressure water (1,400 lbs. per square inch) and a liquid masonry cleaner.

EXCLUSIONS:

- 1) We have excluded any and all power or ancillary device or service movement, relocation or protection.
- 2) Temporary enclosures for security/dust or spray protection.
- 3) Cornice structural or substrate repairs.
- 4) Roof, flashing, termination, sealants/sealers.

THE ABOVE WORK SHALL BE PERFORMED FOR THE SUM OF \$18,453.00

GENERAL SPECIFICATIONS

Contractor shall obtain, pay for, and maintain during the life of this contract, such Workmen's Compensation and Employer's Liability, General Public Liability, and Automobile Liability, bodily injury, including accidental death, as well as for property damage which may arise from operation under this contract.

All workmanship shall be in strict compliance with accepted trade practices and manufacture's specifications. All OSHA regulations including hazard communication laws will be complied with. The owner shall furnish all water and electricity to carry out this work. All necessary scaffold protection for sidewalks, entrances, etc. will be provided by this contractor. Premises will be left in a clean and orderly condition.

IF ACCEPTED, PLEASE SIGN AND RETURN ONE COPY. THANK YOU

TERMS OF PAYMENT: Progress payments to be made on monthly basis equal to the percentage of work completed. All such payments to be received by MRI prior to the 10th day of the month following the month for which work has been invoiced.

ACCEPTANCE: This proposal may be revised or withdrawn if not accepted within 30 days of the above date. Quotations are subject to correction for stenographic error or omissions.

CONTINGENCIES: MRI will not be liable for delays caused by strikes, fires, accidents, weather or other acts of God.

DATE ACCEPTED: _____

By: _____
Authorized Officer or Agent

MASONRY RESTORATION INC.

Ronald J. Klafka

WISTL BUILDERS, INC.

210 OAKTON AVENUE
PEWAUKEE, WI 53072
(262) 695-2161
FAX (262) 695-2162

PROPOSAL SUBMITTED TO:

Booked Solid, Inc.
7035 W. Greenfield Ave.
Milwaukee, WI 53214

DATED: March 19, 2004

THANK YOU FOR GIVING US THE OPPORTUNITY OF DISCUSSING YOUR PROJECT. WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES TO DO THE FOLLOWING WORK:

Remove existing storefront, furnish and install 2"x4-1/2" thermally broken, Bronze anodized finish aluminum storefront glazed with 1" clear insulated glass at lower section, and 1" obscure insulated glass at upper section. Frames to be set on an aluminum flashing and caulked for a weather tight seal. Door to be narrow stile, offset pivots, standard push pulls, M.S. lock with key cylinder and thumb turn, closer, weather stripping and sweep. Aluminum cover plates also included in price. No final cleaning.

For the sum of: Nine Thousand Sixty Dollars, (\$9,060.00).

Option:

To furnish and install 6 insulated glass units in upper windows and flash existing exterior wood for the sum of: Two Thousand Six Hundred Sixty Dollars, (\$2,660.00).

NOTE: THIS QUOTE ONLY INCLUDES THE ITEMS THAT ARE LISTED ABOVE. LABOR IS BID AS BEING DONE DURING NORMAL WORKING HOURS. THE BUILDING PERMIT FEE IS NOT INCLUDED. IF ANY EXISTING CODE VIOLATIONS WERE FOUND DURING THE WORK PROCESS, THE COST OF CORRECTING THEM WOULD BE IN ADDITION TO THE TOTAL CONTRACT PRICE. ANY CHANGES TO THE CONTRACT ARE VERY COSTLY AND CONFUSING TO ALL PARTIES INVOLVED. ONCE THE SELECTIONS ARE MADE FOR THE MATERIALS, A \$20 CHARGE WILL BE ISSUED FOR RE-BIDDING EACH ITEM. IT IS NOT OUR POLICY TO HAVE THE OWNER SUPPLY THE MATERIAL. IF THERE IS A CASE WHERE THE OWNER SUPPLIES THE MATERIAL, THEY ARE TOTALLY RESPONSIBLE FOR ANY NICKS, SCRATCHES, DENTS OR ANY MALFUNCTIONS FROM THE TIME OF INSTALLATION AND THEREAFTER. OUR INSURANCE DOES NOT COVER MATERIALS SUPPLIED BY THE OWNER, WHICH WOULD FALL UNDER THE OWNER'S INSURANCE POLICY.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THE BUILDER HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. THE BUILDER AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THOSE ALL-POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATION, FOR THE SUM OF:

Nine Thousand Sixty Dollars, (\$9,060.00) – Base quote only.

Payment is due on receipt of progress billings.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation.

 Ed Wistl – Wistl Builders, Inc.
Note: We may withdraw this proposal if not accepted within 30 days.

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A signed copy of this contract needs to be mailed back to our office prior to work being scheduled and a permit is applied for – being state or local.

Date of acceptance: _____ By: _____

Attached

Exhibit B

“Approved Architectural Plans”