

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FAÇADE DEMONSTRATION PROJECT**

CONTRACT

CONTRACT NO: _____

DATE OF AWARD: _____

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 2079 S. 69 St.

TAX KEY NUMBER: 476-0085-000

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

TIME OF PERFORMANCE: August 30, 2019

TOTAL AMOUNT OF CONTRACT: Up to \$41,500.00

THIS AGREEMENT, entered into by and between Lutz Land Management, 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. Funds are made available through the façade improvement program that is funded with Tax Incremental District Number Fourteen (Milwaukee Ductile Iron) funds which budget funds for rehabilitation for economic improvements within a ½ mile radius of the Tax Increment District boundary.
 - B. This contract award is 100% funded under Tax Increment District 14 – Milwaukee Ductile. If the availability of funds were to be reduced, the City reserves the right and the Owner agrees that Department of Development for the City of West Allis can modify and reduce grant compensation (as listed on Page 1 as the "Total Amount of the Contract"). The amount of Owner's match may be modified as well. The Department of Development will notify the Owner of such reduction as provided under Section IV.

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: Lutz Land Management, LLC.
 Address: PO Box 270592
 City and State: Milwaukee, WI 53227

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:

2079 S. 69 St.
West Allis, WI 53219

- 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 10th day
of May, 2019.




Kail Decker, City Attorney

CITY OF WEST ALLIS

LUTZ LAND MANAGEMENT, LLC

By: 

John F. Stibal, Director
Director of Development

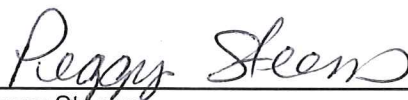
By: 

Mark Lutz
Owner

Date: 5-16-19

Date: 5-22-19

Countersigned:

By: 

Peggy Steeno
Director of Finance/Comptroller//Treasurer

Date: 5/13/19

L:\EDL\CFP\Commercial Façade Contract (5-7-19)

Attached

Exhibit A

“Contractor Quotes”

Proposal

April 30, 2019

Rehal Carpentry & Remodeling
13015 West Kent Avenue
Brookfield, WI 53005
(414) 736-2955

Proposal submitted to:

Mark Lutz

Work to be performed at:

2077 South 69th Street
West Allis, WI 53219

Rehal Carpentry and Remodeling hereby submit specifications and estimate for the siding remodel project, roofing and facade. Below is a full labor break down:

Roofing

\$17,000.00

(All roofing shall be Owens Corning, with 2 layer ice and water and synthetic felt. Customer color choice)

Install roofing as shown on plans
Remove existing roofing on existing building and replace
Install new roofing on new building

Siding & Siding Trim

\$45,000.00

(All siding shall be Hardie Plank with 6" exposure lap siding. All siding pre-finished customer choice.)

Install Hardie Plank Siding as shown on plans
Install matching flashing at all butt joints
Caulk and touch up paint as needed

(All trim boards shall be 5/4 thick LP Smart trim pre-finished customer color choice, all fascia shall be 4/4 and 3/8 continuous vented soffit)

Install 2 piece fascia boards on gables one 8" and second 2" over applied
Install LP 4" corner boards *(all corners are job site mitered)*
Install LP solid soffit on all gable ends
Install LP vented soffit on all gutter perimeter
Bend and install flashing caps for windows and stone ledge around the house

Door and windows

\$19,500.00

(All windows shall be vinyl, all man doors shall be steel unless noted. All overhead doors shall be installed steel. Customer color choice on doors)

Install all doors and windows as per plan

Proposal

April 30, 2019

Rehal Carpentry & Remodeling
13015 West Kent Avenue
Brookfield, WI 53005
(414) 736-2955

Awning and Garbage Enclosure

\$13,000.00

Build gated and locked garbage enclosure.

(Shall be constructed from treated lumber and fenced with Azek decking customer color choice)

Build and install awning as per plan *(Customers color choice and style)*

Clean and disposal all job related debris in job site dumpster

Please see below for items not provided by RCR

We hereby propose to furnish labor and material—complete in accordance with the above specifications, for the sum of eighty-five thousand five hundred dollars. \$94,500.00

**With payments to be made as follows: \$47,250.00 down
\$47,250.00 due upon completion of job**

All material is guaranteed to be as specified, and completed in substantial according to all current industry codes and standards or better. Any alterations or deviation from above specifications and provided prints involving extra costs will be executed only upon customer authorization and will become an extra charge over and above the estimate.

This Proposal does not include permit fees where applicable.

If there are any questions please contact me at (414) 736-2955.

Respectfully submitted,

Balpreet S. Rehal
Rehal Carpentry & Remodeling

Acceptance of Proposal

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

Printed Name

Proposal

April 30, 2019

Rehal Carpentry & Remodeling

13015 West Kent Avenue
Brookfield, WI 53005
(414) 736-2955

Signature

Color Choice

Mowery Boys Const.LLC
39711 60th.St.
Burlington, WI 53105
Phone:(262)492-0196
Email:moweryboysllc@gmail.com



Customer Address

Mark Lutz
2079 South. 69th St
West Allis, WI 53219
(262) 617-3276
mlutz12368@gmail.com

Quote #: 233
Date: Apr 30, 2019

Description	Total
Siding material and labor Hardy with LP smart trim	\$39,500.00
Installation of siding ,exterior trim to include Outside ,inside corners , window and doors,all exterior caulking	
Roofing material and labor	\$19,500.00
Tear off ,cleanup and shingle	
Door and windows material and labor	\$18,000.00
Vinyl windows, steel doors and overhead doors	
Awning and Garage enclosure Material and labor	\$15,000.00
Total	\$92,000.00

Notes

Job site address
2077 South 69th St.
West Allis. WI. 53219

Terms and Conditions

Scope of Work: Mowery Boys Const LLC. will provide to Mark Lutz (Builder) the services as described in the attached proposal which is hereby incorporated into this Contract as reference. Mowery Boys Const.LLC will provide labor, tools, and equipment only for completion of project services in the quote at the previously listed address. All services will be in compliance with local codes and Mowery Boys Consts.LLC agrees to provide professional quality services according to acceptable industry standards and practices.

Payment Terms: 50% of contract due, upon signing of contract, with balance due upon completion of work. If for any reason, the project is delayed beyond the control of the Mowery Boys Const. LLC. due to unforeseen issues with the home disasters, or Builders circumstances. Builder agrees to pay Mowery boys const.LLC for the percentage of work completed until a new schedule is agreed upon by both parties.

Change Order: Any deviation from the above Scope of Work involving a change in the scope of work or any additional costs will be executed only with a written change order signed by both Mowery Boys Const LLC. and Builder.

Warranty: Mowery Boys Const.LLC warrants all work will be performed in a good and workmanlike manner. All work will be completed as defined in scope of work outlined in the proposal acceptance.

Conditions: This proposal is valid for 30 days. Mowery Boys Const. LLC. reserves the right to withdraw this proposal or re-quote the project if contract acceptance is beyond 30 days.

Authorized Signature: _____

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Mowery Boys Const. LLC is authorized to do the work as specified. The signature on this contract is evidence of Builders acceptance of all terms, prices, and conditions within.

Acceptance Date:

Print Name:

Signature:

Thank you .

MoweryConst LLC.

Name

Date

Attached

Exhibit B

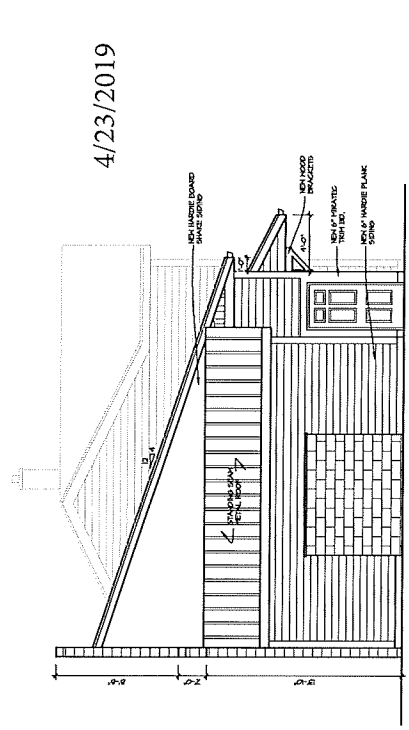
“Architectural Plans”



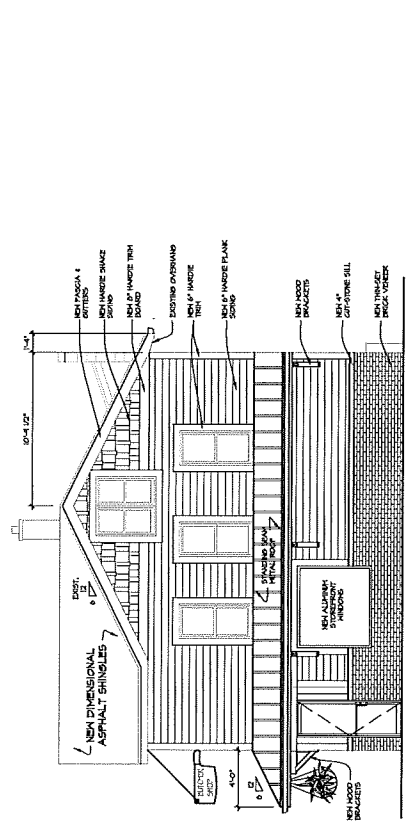
EXHIBIT INDEX

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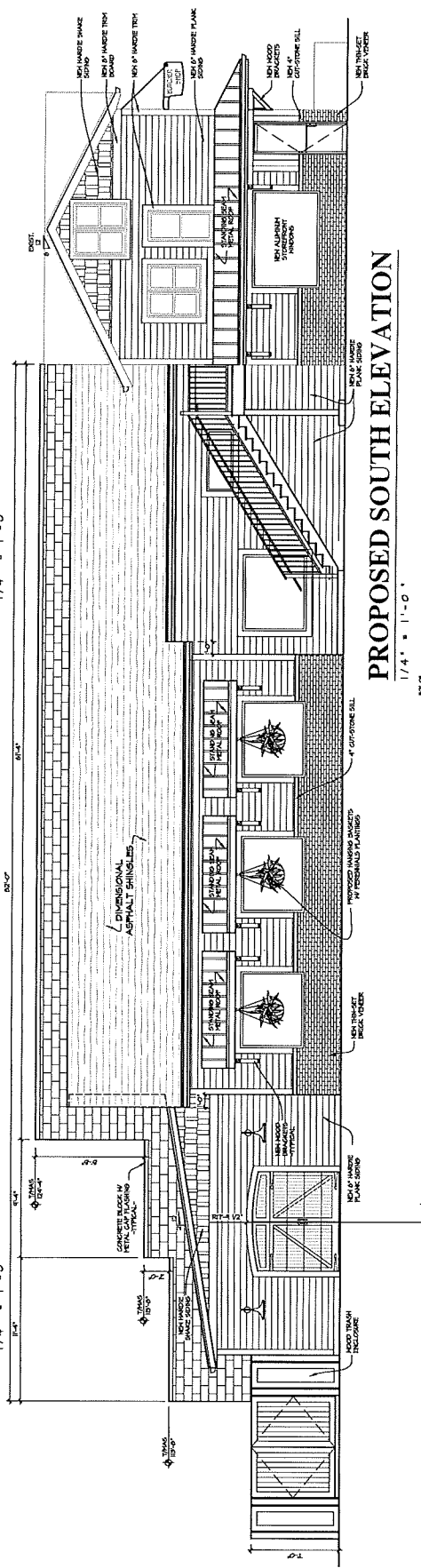
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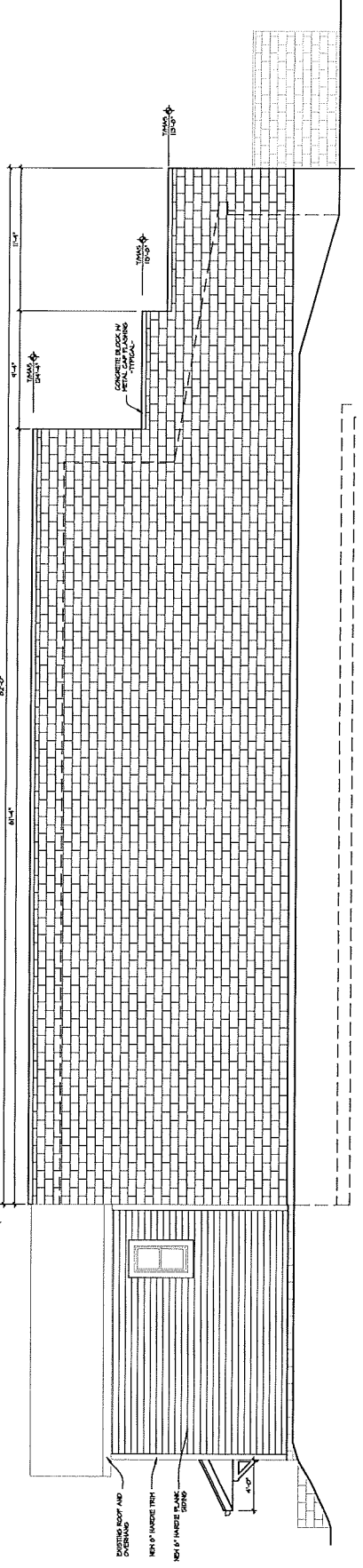
PROPOSED WEST ELEVATION
 1/4" = 1'-0"



PROPOSED EAST ELEVATION
 1/4" = 1'-0"



PROPOSED SOUTH ELEVATION
 1/4" = 1'-0"



PROPOSED NORTH ELEVATION
 1/4" = 1'-0"



NEIGHBORHOOD BUTCHER SHOP
EAST ELEVATION



PATERA LLC
Excellence in Architecture
2601 S. Sunny Slope Rd. • New Berlin, WI 53151

Attached

Exhibit C

“Budget”

2079 S. 69 St.
 Mark Lutz
 5.2.19

Commercial Façade Grant

Item	Price/Budget	%	Owner	%	Grant Amount
Permit Fees	\$ -	50%	\$ -	50%	\$ -
Masonry	\$ 82,440	100%	\$ 82,440	0%	\$ -
Siding	\$ 22,500	50%	\$ 11,250	50%	\$ 11,250
Storefront windows	\$ 19,500	50%	\$ 9,750	50%	\$ 9,750
Refuse Coral	\$ -	50%	\$ -	0%	\$ -
Entrance Door	\$ -	50%	\$ -	0%	\$ -
Electrical	\$ 50,000	100%	\$ 50,000	0%	\$ -
Lighting	\$ -	50%	\$ -	50%	\$ 50,000
HVAC	\$ 30,000	100%	\$ 30,000	0%	\$ -
Rough Carpentry	\$ 55,000	100%	\$ 55,000	0%	\$ -
Parking Lot *	\$ -	50%	\$ -	50%	\$ 55,000
Soffit, Facia, Downspouts	\$ 47,000	100%	\$ 47,000	0%	\$ -
Drywall, Insulation Painting	\$ 20,000	100%	\$ 20,000	0%	\$ -
Plumbing	\$ 13,000	55%	\$ 7,150	45%	\$ 5,850
Awning	\$ -	50%	\$ -	50%	\$ 3,400
Privacy Fence	\$ 17,000	80%	\$ 13,600	20%	\$ 3,400
Roofing	\$ -	50%	\$ -	50%	\$ 17,000
Architectural Services	\$ 25,000	100%	\$ 25,000	0%	\$ -
Finish Carpentry Tile	\$ -	50%	\$ -	50%	\$ 25,000
Signs	\$ 62,000	100%	\$ 62,000	0%	\$ -
Miscellaneous	\$ 1,500	100%	\$ 1,500	0%	\$ -
Landscaping	\$ 61,750	100%	\$ 61,750	0%	\$ -
Demo	\$ -	0%	\$ -	0%	\$ -
New Construction	\$ -	0%	\$ -	0%	\$ -
TOTAL PROJECT	\$ 529,190	0%	\$ 487,690	0%	\$ 41,500
Total Project Cost	\$ 529,190		\$ 529,190		
Owner/Bank	\$ 487,690	92%	\$ 487,690	8%	
City Grant	\$ 41,500	8%	\$ -	100%	

Inside	\$ 433,190.00	
Equipment	\$ 189,600.00	
Acquisition	\$ 100,000.00	\$ 189,600.00
Façade/Exterior Outside	\$ 94,500.00	
	\$ 817,290.00	