

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

**CONTRACT**

CONTRACT NO. R-2018-0802

DATE OF AWARD 12-18-18

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 6682 W. Greenfield

TAX KEY NUMBER: 439-001-031

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

TIME OF PERFORMANCE: Completed by 1/30/19

TOTAL AMOUNT OF CONTRACT: Up to \$100,000.00

THIS AGREEMENT, entered into by and between 6682, LLC (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

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

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

RECITALS:

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

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

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

- D. Make no changes to the building facade without Department of Development approval for a period of five (5) years from and after completion of the facade improvements, except for maintenance and changes to sign fascia for new tenants.
- II. SCOPE OF SERVICES. The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibits "A," "B," and "C," which are incorporated herein. Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.
- III. AVAILABILITY OF FUNDS.
- A. Funds are made available through the Storefront Improvement Program Grant for projects that are within 1/2 mile of a Tax Increment Financing District. Funds are provided through various Tax Increment Finance Districts (TIF) that budget funds for improvements that are within 1/2 mile of the TIF boundaries.
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:
- Name: Karie Loesing  
6682 LLC  
Address: Summit Place Offices  
6737 W. Washington St.  
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:

6682 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 21 day  
of DECEMBER, 2018.

  
\_\_\_\_\_  
Nick Cerwin, Assistant City Attorney

**CITY OF WEST ALLIS**

By:   
\_\_\_\_\_  
John F. Stibal, Director  
Director of Development

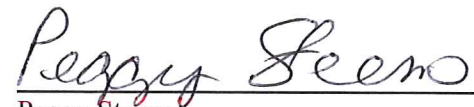
**6682 LLC**

By: \_\_\_\_\_  
Managing Member

Date: 1-2-19

Date: \_\_\_\_\_

Countersigned:

By:   
\_\_\_\_\_  
Peggy Steeno  
Director of Finance/Comptroller/Treasurer

Date: 12/31/18

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

6682 W. Greenfield Avenue  
West Allis, WI 53214

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Approved as to form this 21 day  
of DECEMBER, 2018.

  
\_\_\_\_\_  
Nick Cerwin, Assistant City Attorney

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
John F. Stibal, Director  
Director of Development

**6682 LLC**

By:   
\_\_\_\_\_  
Managing Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_  
Peggy Steeno  
Director of Finance/Comptroller/Treasurer

Date: \_\_\_\_\_

**Attached**

**Exhibit A**

**“Contractor Quotes”**

# MONCHES CONSTRUCTION CO.

N 60 W 14361 KAUL AVENUE  
MENOMONEE FALLS, WI 53051  
PHONE 414-254-1861  
FAX 262-252-4166

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## PROPOSAL

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TO:	Chris Schmidt	FROM:	Paul Seul
COMPANY:		DATE:	10/15/2018
FAX NUMBER:		TOTAL NO. OF PAGES INCLUDING COVER:	1
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:	Canopy	YOUR REFERENCE NUMBER:	

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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**Scope:** Provide labor and material to remove and replace approximately 600' x 12' of paneling and supporting purlins. The following items are included:

- Lifts.
- Dumpsters.
- Remove paneling, wood and steel purlins- beams, rod bracing and front purlins/trusses to remain.
- Douglas Fir purlins.
- Hot dipped galvanized hardware.
- 24 gauge multi-ribbed paneling, green one side, white the other side.
- Colored screws for attaching paneling to steel and wood purlins.
- Reattach rod bracing.
- Closure foam at the wall/panel juncture.
- High -low flashing and caulk to brick.
- Work is figured for 7am-4pm.

**Total Bid: \$88,406**

Should you have any questions, please contact me.

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**From:** Paul Seul  
**To:** Chris Schmidt  
**Subject:** canopy  
**Date:** Wednesday, August 15, 2018 3:50:27 PM

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Change the color of the white/green to green/green, Add \$3,840

- Paul Seul  
Monches Construction Co.  
N60 W14361 Kaul Avenue  
Menomonee Falls, WI 53051  
414-254-1861  
paul@monchesconstruction.com



Interstate Roof Systems Consultants, Inc.

October 3, 2018  
Updated October 8, 2018

Ms. Karie Loesing  
Assistant Property Manager  
Summit Place Offices  
6737 W Washington St  
West Allis, WI 53214

Re: 6882 Summit Place  
Canopy Replacement Project

Dear Karie,

Thank you and Kyle for meeting with myself and Dan Soik at the 6682 Building to review the metal panel canopy design and detail. Per our meeting and site visit, please find the following as our proposal to remove the existing corrugated metal panels, install metal fascia cladding, fasten new corrugated metal panels, secure new metal counterflashing along the exterior masonry wall and apply snow guards above the exterior doorways. Interstate Roof Systems Consultants, Inc., proposes the following services:

### Scope of Work

#### Canopy Roof

1. Remove the existing corrugated metal panels and counterflashing along the exterior walls of the 6682 building, east elevation.
  - a. Corrugated transite panels at the north end of the east elevation not included in this project
2. The existing wood framing to be repaired on a time and material basis upon the removal of the existing metal panels.
3. All wood fascia will be replaced to match the existing materials with standard construction lumber dimensions.
  - a. Custom/non-standard sizes will be infilled and shimmed to match the existing conditions.
4. Clad the new wood fascia with 24 gauge metal sheet metal, color to match corrugated metal panels.
5. Supply new, 24 gauge, Kynar finish, corrugated metal panels for painting (by others) of the underside, prior to application on the canopy framing structure.
6. Install 24 gauge corrugated panels (from item #5 above), to the existing wood and steel structure with screws and EPDM washers.
7. Apply new 24 gauge counterflashing at the transition of the metal panels to the masonry wall.
  - a. Apply sealant at the top edge of the counter flashings.
8. Install snow guard with 24 gauge, prefinished metal flashings.





Interstate Roof Systems Consultants, Inc.

### Stairway Roof

1. Remove the low slope roof areas to the roof deck, flashings and edge metal; properly dispose of debris.
  - a. Repair all areas of deteriorated roof deck in a time and material basis.
  - b. Existing modified bitumen membrane to remain in place at the steep slope areas.
2. Fasten one layer of 1/2" Dens Deck Prime over the entire roof area.
3. Fully adhere 60 mil EPDM membrane to the new Dens Deck Prime substrate.
  - a. Extend the EPDM membrane up the masonry wall as a roof flashing.
  - b. Extend the EPDM membrane over and down the roof edge prior to the installation of new edge metal.
4. Apply new 24 gauge counterflashing (color to match the corrugated panels) at the transition of the EPDM flashing to the masonry wall.
  - a. Apply sealant at the top edge of the counterflashings.
5. Install new 24 gauge edge metal along the outside edge to match the corrugated panel color.

### Pricing Structure

The work will be performed in accord with industry standards on a time and material not to exceed basis as follows:

Canopy Roof: \$64,975.00\*

Add: Install 2 layers of 26 Gauge prefinished metal to provide prefinished underside color: \$11,225.00

Stairway Roof: \$ 8,450.00\*

\*Roof deck and wood blocking/lumber repairs shall be performed on a time and material basis of \$75 per man hour, material costs plus 10%. Wood fascia replacement on the canopy roof is included in the proposed amount.

### Remarks

We appreciate the opportunity to provide this proposal to you, Summit Place Offices and Founders 3. If you should have any questions, please call me at your convenience.

Sincerely,  
INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.

David C. Velcheck, CCS, RRC  
President  
dvelcheck@irscinc.com



**Schmidt Building Co., LLC**  
 1423 Schloemer Drive  
 West Bend, WI 53095  
 (262) 346-1872

**Invoice**

<b>Date:</b>	<b>Invoice #:</b>
10/16/2018	10042

**Bill To:**  
 Whitnall Summit Co.  
 6737 W. Washington Street  
 West Allis, WI 53214

**Project:**  
 6682 Greenfield Ave.  
 Window Replacement

Description	Quantity	Rate	Amount
Generations Glass Scope of Work	1	\$ 73,800.00	\$ 73,800.00
SBC Supervision, Coordination, and Fee 5%			\$ -
			\$ 3,690.00
<b>Total Amount Owed: \$</b>			<b>77,490.00</b>

Thank you for your business.

# Generations Glass, llc

670 South 94th Place  
 West Allis, Wi 53214  
 ph. 262-782-0001 fax:414-882-7401

## Invoice

Date	Invoice #
10/15/2018	2152

Bill To
Founders 3 Summit Place , Suite 2220 6737 West Washington St. West Allis, Wi 53214

P.O. No.	Terms	Project
2152	Net 30	6969R Window Replaceme...

Quantity	Description	Rate	Amount
	We propose to furnish and install 23 aluminum framed windows . Framing will be by United States Aluminum , 2" X 4-1/2" center glaze system , thermally broken with dark bronze anodized finish . Framing includes matching head receptor and subsill. Glass will be 3/16" clear temp over 3/16" low-e temp .  Proposal Includes:  Removal of old panel and windows Boom lift to complete work 2" x 6" wood bucks at jambs Interior and exterior brake metal wrap. Dumpster  20 Windows 70" x 154" 3 windows 70" x 94"  Complete	73,800.00	73,800.00
Thank you for your business.		<b>Total</b>	\$73,800.00

**Exhibit B**  
**“Architectural Plans”**



