



## LANDMARKS COMMISSION APPLICATION

Monthly meeting is scheduled the first Wednesday of every month.

**Application Deadline is 4:30 p.m. on the Monday of the week before the Landmarks Commission meeting (typically the last Monday of every month).**

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

Paid: \_\_\_\_\_ Rec'd. By \_\_\_\_\_

Trakit #: \_\_\_\_\_

I am applying for a:

Certificate of Appropriateness (COA) - **\$15 application fee required.**

Paint and Repair Grant (no fee)

### A. General Information:

Applicant Name: Zechariah Krueger

Phone-Home: 262-442-4061

Phone-Work: 262-271-2429

E-mail: kruegerzech@gmail.com

Mailing Address: 416 McCall St Waukesha WI 53186

**PLEASE READ AND SIGN:** The information in this application is accurate to the best of my knowledge. I agree to supply any relevant documentation that is required for the proper review of this application and I understand that any missing or incomplete information may delay the review process. By signing this I also authorize the City of Waukesha or its agents to enter upon my property for the purpose of reviewing this application.

Signed: Zechariah Krueger Date: 5.15.2024

### B. Income Level Information: (Required only for those applying for a LCP & R Grant.)

Based on the following chart, CHECK ONE OF THE BOXES BELOW to INDICATE WHETHER YOUR FAMILY INCOME IS ABOVE OR BELOW THE GUIDELINE amount for your household:

No. in Family	Income Level (Up to:)	No. in Family	Income Level (Up to:)
1.....	\$37,650	5.....	\$58,050
2.....	\$43,000	6.....	\$62,350
3.....	\$48,400	7.....	\$66,650
4.....	\$53,750	8.....	\$70,950

Income is **Above** Guidelines

Income is **Below** Guidelines

*Please note: income information is for CBDG reporting only and is not used to determine whether applicants qualify for grant money.*

### C. Architectural Information on Property (if unknown you may leave this section blank):

Historic Name of Building: N/A

Address of Historic Property 212 N Charles St Waukesha WI 53186

Construction Date/Era: 1885

Architectural Style: Queen Anne

Historic Background (Brief): \_\_\_\_\_

We recommend reading the Landmarks Commission Design Policies and/or discussing your plans with staff before submitting your application. The Design Policies are available here: <https://www.waukesha-wi.gov/government/departments/landmarks.php>

**D. Nature of Intended Repair(s)/Proposed Work:**

Briefly and accurately describe type and location of proposed work on the primary building, carriage house, and any other outbuildings (i.e.: garage). Attach extra sheets and supplemental material as requested in the criteria checklist found in Section E. Be sure to reference the attached Exhibit A, which summarizes the guidelines from the Secretary of Interior’s Standards for Historic Preservation Projects. Your narrative must address any of the following elements related to your project:

**Roof:** Repair or replacement? Replace  
 Soffits, Fascia, Downspouts Yes - Downspouts  
 Eaves, Gutters Yes - Gutters  
 Shingle type/style/color CertainTeed Landmark-Pewter

**Chimney(s):** Repair or replacement? \_\_\_\_\_  
 Flashing Yes  
 Tuckpointing \_\_\_\_\_

**Siding:** Repair or replacement? Replace  
 Paint Colors, Materials Hardie Plank  
 Shingling and Ornamentation/Stickwork \_\_\_\_\_

**Windows:** Repair or replacement? \_\_\_\_\_  
 Materials, Other \_\_\_\_\_

**Other Exterior Repairs:** \_\_\_\_\_  
 Awnings \_\_\_\_\_  
 Brickwork/Stonework \_\_\_\_\_  
 Cresting \_\_\_\_\_  
 Doors \_\_\_\_\_

**Foundation:** Extent of repair \_\_\_\_\_  
 Tuckpointing \_\_\_\_\_  
 Other \_\_\_\_\_

**Porch:** Repair or replacement? \_\_\_\_\_  
 Front or Side, Rear \_\_\_\_\_  
 Ornamentation \_\_\_\_\_  
 Finials, Other \_\_\_\_\_

**Miscellaneous:** \_\_\_\_\_  
 Landscaping \_\_\_\_\_  
 Fences \_\_\_\_\_  
 Paving/Brick Pavers \_\_\_\_\_

**Details:** CertainTeed Landmark Roofing System:  
 - Replace roof of home/ New Decking  
 - Flash around chimney  
 - New Venting

Gutter System:  
 - Install new K Style Gutters  
 - Install new downspouts

Flat Roofing:  
 - Remove all existing roofing material down to the roofing deck.  
 - Install new .060 EPDM membrane

Siding:  
 - Remove asbestos siding & replace with hardie plank



Estimated start date: AUGUST 1, 2023

Estimated completion date: NOVEMBER 1, 2023

I/We intend/have already applied for the state's preservation tax credits: \_\_\_ Yes X No

Status: \_\_\_\_\_

Have you done any previous restoration or repair work on this property?

\_\_\_ No X Yes If yes, what has been done?

\_\_\_\_\_

Are you aware of any significant alterations or restoration done by previous owners?

X No \_\_\_ Yes If yes, what has been done?

\_\_\_\_\_

Are any further repairs or alterations planned for this building for the future?

X No \_\_\_ Yes If yes, please describe:

\_\_\_\_\_

**E. Criteria Checklist:**

**REQUIRED FOR ALL PROJECTS**

X Photographs of affected areas and existing conditions from all sides

\_\_\_ Historic plans, elevations or photographs (if available)

X Material and design specifications, including samples and/or product brochures/literature when appropriate

**REQUIRED FOR ALL PROPOSED NEW CONSTRUCTION, ADDITIONS, EXTERIOR ALTERATIONS, FENCING AND LANDSCAPING**

\_\_\_ Site and/or elevation plan – to scale

**REQUIRED FOR EXTERIOR PAINT WORK**

\_\_\_ Color samples (including brand of paint and product ID number) and placement on the structure

**REQUIRED FOR ALL LCP&R APPLICATIONS**

Provide a detailed cost estimate for these repair(s), based on the number of gallons of paint, the amount of lumber, or the number of panes of glass, etc. Be certain to separate material costs from labor. Include a written estimate(s) if available:

SIDING REPLACEMENT - \$25,306.00

ROOF REPLACEMENT - \$28,416.00

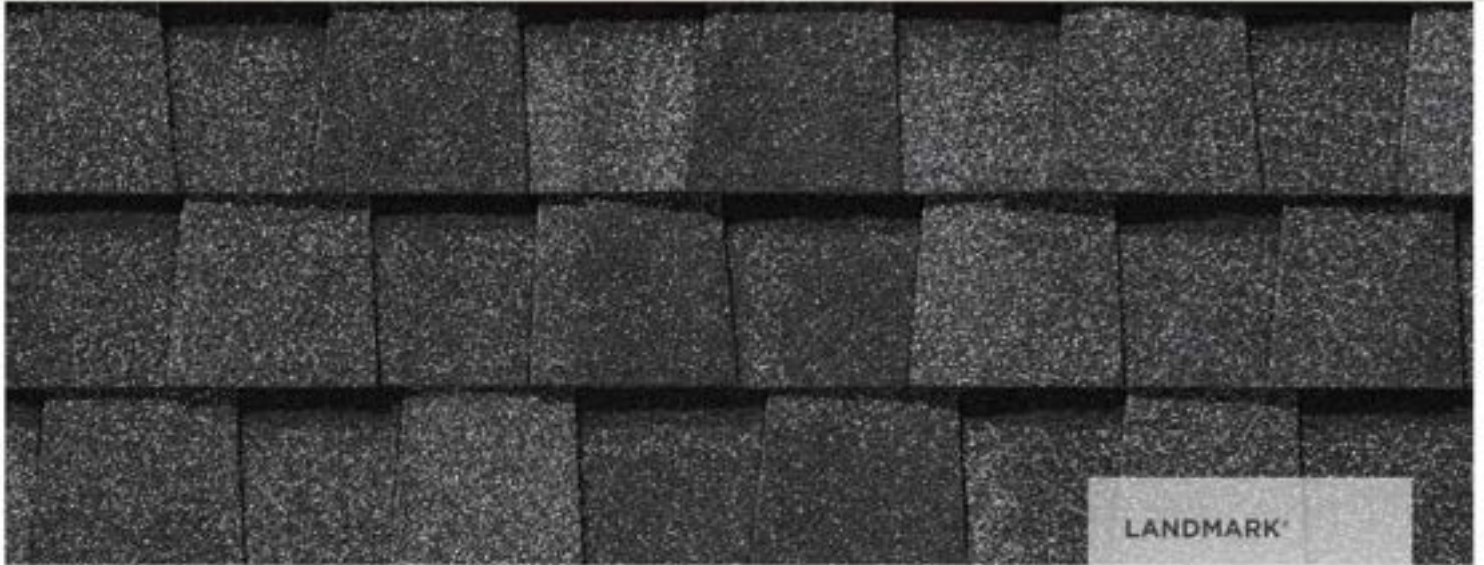
ROOF REPLACEMENT - \$3,856.00

\_\_\_\_\_

## **SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION OF HISTORIC PROPERTIES, APPLIED BY THE WAUKESHA LANDMARKS COMMISSION**

To receive a Certificate of Appropriateness, a rehabilitation project must be determined by the Landmarks Commission to be consistent with the historic character of the structure(s) and, where applicable, the district in which it is located. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials or alteration of features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



LANDMARK®

PRODUCTS AVAILABLE NEAR ZIP CODE:

53186

Some colors unavailable due to COVID-19 disruption, check with a local contractor for current options.



Due to variation in computer monitors and printers, the color samples seen on your computer screen may not exactly match the corresponding color. To verify actual product color, ask to see the actual product, available through a CertainTeed contractor or distributor.

VISUALIZE YOUR HOME

GET AN ESTIMATE

VIEW GALLERY





# INFINITY

WARRANTIED, GUARANTEED QUALITY

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04/26/2024

**THIS BID IS CREATED FOR:**  
Candice LeGros and Zach Krueger

**PROJECT ADDRESS:**  
212 North Charles Street  
Waukesha, WI 53168

**PROJECT OVERVIEW:**  
Siding, Roof, and Gutters

**SUBMITTED BY:**  
Isaac Tomlins  
Sr. Project Advisor







## A TRUSTED PARTNER

We at Infinity Exteriors appreciate the time and interest you are showing our team. Infinity understands that every project is different and requires an experienced contractor to avoid pitfalls and guarantee a successful outcome. Infinity Exteriors' team has a wealth of knowledge with a multitude of products. We have a customer base of over 10,000, certifications, top-notch warranties, and awards to prove we are better at the work, and better at customer service.

### ***Our company's background and why you should choose to work with the best!***

- We have been in business for 27 years.
- We employ over 200 installers, all a master at their craft NOT 'a jack of all trades'
- Project management staff in place to ensure a job well done
- All certified installers for the products that we install from the manufacturer
- An on-site foreman will remain on the job until completion
- We DO NOT leave the job until it is completed, ensuring a timely completion
- All OSHA guidelines are to be followed throughout the project
- We are members of NARI, The MBA association, the BBB, and Angie's List
- #1 installer of Certainteed warrantied systems in the midwest, #2 in the Nation.
- #1 installer of LP siding systems in the midwest.

## TRACK RECORD OF SUCCESS

**Fact:** Exterior projects are not a commodity.  
If it were, we would not be replacing 5-10 year old projects daily.

**Solution:** Hire on a proven record - **14 Time Angie's List Winner**



# INFINITY

WARRANTIED, GUARANTEED QUALITY



## JamesHardie™



Since 2013, HardiePlank® lap siding has been backed by the coveted Good Housekeeping Seal from the Good Housekeeping Research Institute. For over a century, the Good Housekeeping Seal has been a symbol for reliability that consumers trust when making big decisions like choosing home siding.

The seal is a sought-after mark of quality and is granted only after a product's rigorous evaluation. The engineers from the Good Housekeeping Research Institute evaluated HardiePlank lap siding for fade, weather, water, fire resistance and more using state of the art equipment. Since James Hardie has its own rigorous testing process, this recognition comes as a particular point of pride and we're determined to live up to that honor every day.



## SIDING PERFORMANCE AND DURABILITY

Siding is exposed to Mother Nature all day, every day, for years. Weather, water, time, fire and pests—all can lead to trouble. That's why James Hardie's hardworking products are engineered to stand up beautifully, whatever the elements.

### BE READY FOR ANYTHING



Bad weather can strike at any time. So we test our products to better withstand worst-case scenarios: hurricanes, UV rays, snowstorms, and more. But it's not only extremes that break down siding—the change of seasons does a number on materials such as vinyl (which may crack in the cold) and wood products (which expand and contract with changes in moisture and humidity). Only James Hardie products are Engineered for Climate®.

### A HARDIEZONE® FOR EVERYONE



After studying the long-term effects that different climates have on siding, we created the HardieZone® system, to ensure that you get the right product for your region. HZ5® products are made to resist wet, freezing conditions. HZ10® products protect homes from heat, humidity, blistering sun and more.

### GET THE BEST PRODUCTS FOR YOUR REGION See 90002

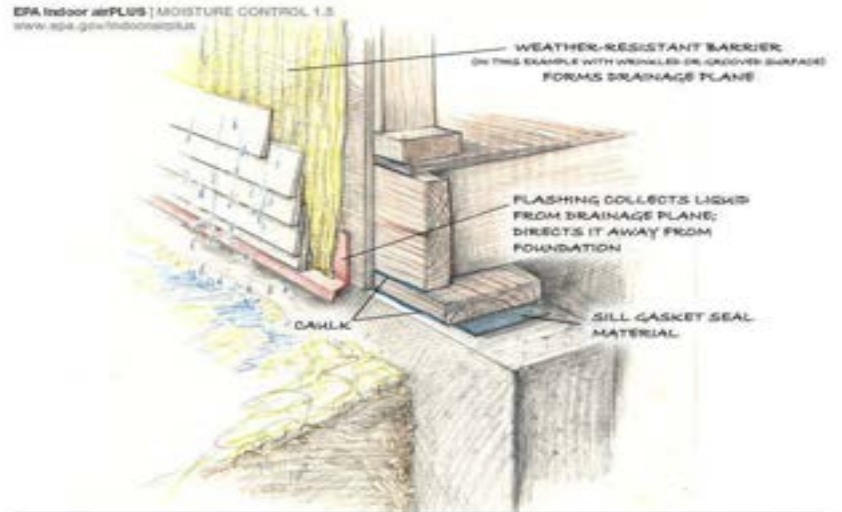


Your region has a semi-arid to arid climate with mild winters and hot summers with extreme UV exposure. Our HZ10 products are formulated with the highest quality raw materials to help resist cracking, splitting, rotting and swelling.

**YOU LIVE IN HARDIEZONE 10**



# Home Protection Barrier



## Foundation Flashing



## House Wrap



## *Siding Scope Of Work:* *James Hardie*

- Secure all necessary permits for construction.
- Set up a fall protection system in accordance with OSHA regulations.
- Remove all layers of existing siding.
  - Asbestos abatement to be performed by Environet, INC.
  - Leave window/door trim and porch overhang AS IS
  - Leave gable accents and frieze boards AS IS
  - Leave left-side window bump-out AS IS
- Inspect the wall surface for rot and secure all loose nails and wall substrate  
**\*\*Any additional work/rot would be at a time & material basis at a rate of \$85/hr OR an agreed upon fixed cost\*\***
- Furnish and install Raindrop House wrap.  
**\*\*Tape all seams, openings (windows, doors etc.) & corners.\*\***
- Install an aluminum 'Z flashing' drip cap above all window trim, door trim, and all horizontally run trim boards.
- Install a custom fabricated 2" color matching roof-to-wall flashing at all roof-to-walls.
- Install an aluminum foundation base flashing around the perimeter of the home.
- Furnish and install new James Hardie trim master blocks behind all light fixtures and recessed outlet boxes around electrical and water outlets.
- Install James Hardie Fiber Cement siding with 6" reveal in \_\_\_\_\_ color per the manufacturer's installation instructions.  
\*Utilize a reveal gauge to ensure proper reveal and seam width.
- Clean up and apply all finish caulking. (Quad OSI color match.)
  - Included is to apply finish caulking to the rear of the house and the addition.
- Dispose of all debris offsite. **SIDING REPLACEMENT - \$25,306.00**

### **James Hardie**

30 yr - Lifetime warranty from James Hardie on both finish and material  
12' lengths for siding and trim boards  
Available in stucco finish

**\$25,306.00**

Initial for this system \_\_\_\_\_



## *Better Roofing System*

- High quality CertainTeed Shingles
- Landmark Series
- 130 mph wind resistance with 4-6 nail application
- High-Performance Winterguard Ice and Water Barrier
- Premium synthetic waterproof underlayment
- All gutter apron and drip edge replaced
- Certainteed Hip & Ridge & Starters
- LANDMARK - 235 lb per Sq approx.
- 10 year Algae resistance
- **50yr Sure Start Plus Coverage. - Includes full replacement 50 years. Covers all material, labor and WORKMANSHIP (aesthetics ARE included NOT LEAK ONLY), directly from CertainTeed**
- **Double Lifetime Workmanship Warranty!**
  - **From Infinity Exteriors AND Certainteed**



*LANDMARK*™ **SERIES**



# Infinite Roofing System

- High quality CertainTeed Shingles
- Landmark Pro Series
- 130 mph wind resistance with 4-6 nail application
- High Performance Winterguard Ice and Water Barrier
- Premium synthetic waterproof underlayment
- All gutter apron and drip edge replaced
- Certainteed Hip & Ridge & Starters
- LANDMARK **PRO** - 250 lb per Sq approx.
- 15 year Algae resistance
- **50yr Sure Start Plus Coverage. - Includes full replacement for 50 years. Covers all material, labor and WORKMANSHIP (aesthetics ARE included NOT LEAK ONLY), directly from CertainTeed**
- **Double Lifetime Workmanship Warranty!**
  - **From Infinity Exteriors AND Certainteed**



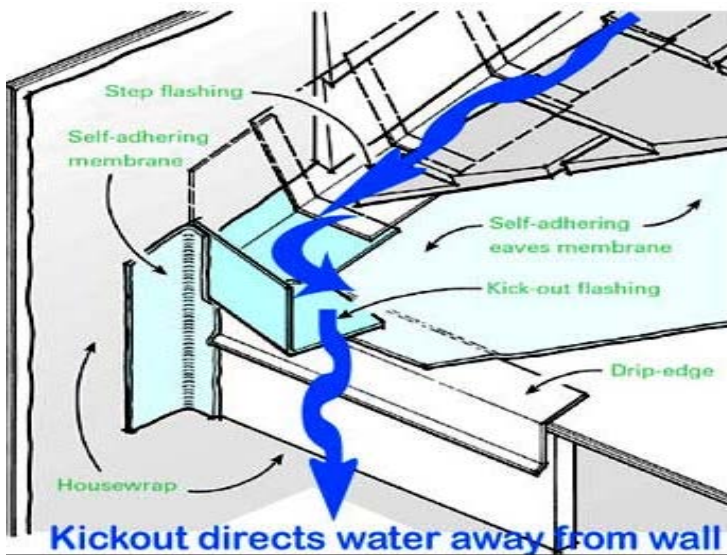
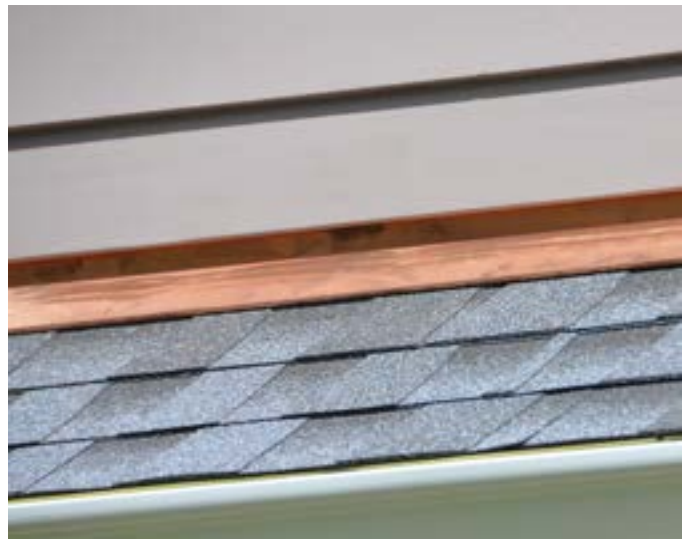
**LANDMARK PRO**



Copper Chimney Flashing Available



# Proper Flashing Replacements

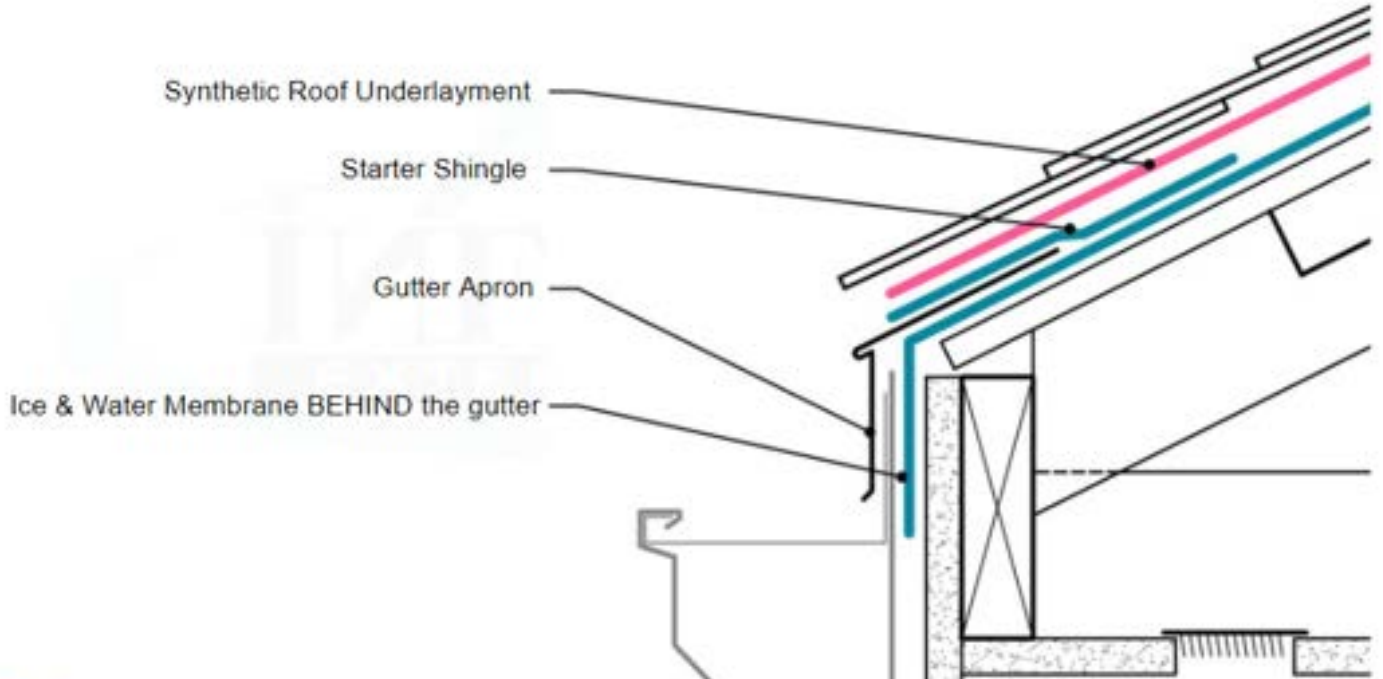


**\*If we are not replacing siding and existing step flashing cannot be removed without destroying it, existing step flashing will be nailed in place and new step flashing will be installed over the top**





# *Properly Installed Components*



## **Ice and Water Barrier**



## Roofing Scope Of Work

- Secure all necessary permits for construction.
- Protect property using plywood against the home and tarps draped from gutter lines.
- Tear-off all areas of existing roofing material down to wood deck below.  
\*All asphalt shingles will be recycled and not sent to the landfill
- Dispose of debris off-site while exceeding all OSHA requirements for worker and pedestrian safety. Infinity Exteriors LLC will provide waste removal services. The container will be placed in the driveway per local ordinance and removed upon completion of work.
- Inspect all decking and remove/replace any deteriorated wood decking at a rate of \$4 per linear feet of roof boards. Included in this bid is the replacement of up to 50 linear feet of roof deck at NO CHARGE.
  - Complete Re-deck with ½" OSB is included
- Furnish and install ice and water barrier extending 6' up from the gutter line. Ice and water barrier will also be installed around all roof penetrations and at the roof-to-wall intersections.
- Furnish and install new high-quality synthetic roofers underlayment.
- Furnish and install new Pre-finished W-style metal valleys
- Furnish and install new starter shingles on all gutter and drip edges.
- Furnish and install new **PROPER** sewer vent pipe flashings.
- **ALL** new roof-to-wall flashing will be installed **PER MANUFACTURER REQUIREMENTS with pre-finished metal step flashing tins.**  
**\*If we are not replacing siding and existing step flashing cannot be removed without destroying it, existing step flashing will be nailed in place and new step flashing will be installed over the top**
- Custom fabricate and install a new two-piece chimney flashing(Front Chimney). Reglet will be ground into the masonry and all counter flashing will be set in reglet.
- Furnish and install new shingles (options below) in the color of your choice per manufacturer's printed instructions manual.
- Furnish and install new matching cap shingles on all ridges and hips.
- Furnish and install new exhaust vents to **MEET BUILDING CODE.**
- Cut in and install 12 new 8x16 intake vents in WHITE
- The bath vent is to be replaced with a Broan self-dampening bath vent & vented through the roof with insulated ducting.
- Clean up and haul away all debris. A magnet will be used to retrieve loose nails.



# Flat Roofing Scope Of Work: House

- Tear off the top layer of roofing only and all wet insulation.
- Furnish and install ½ in. 6 side coated high-density wood fiberboard.
- Furnish and install RTS strip and seam tape in all areas applicable
- Furnish and install .060 EDDM sheet with full adhesion.
- Furnish and apply all required flat roof adhesives, tape primers, and membrane cleaners.
- Furnish and install an all-purpose termination bar with screws in required areas.
- Inspect the roof for water-tightness each day before leaving the job site.
- Thoroughly clean the entire site of construction debris.
- Dispose of debris off-site while exceeding all OSHA requirements for worker and pedestrian safety. Infinity Exteriors LLC will provide waste removal services.

## INFINITE

### CertainTeed Landmark PRO

**- 50yr Non-prorated Material, Labor and Workmanship Warranty!**

- 50 point Follow-up inspection
- Upgrade to synthetic underlayment
- Upgrade to shadow hip and ridge cap shingles
- Upgrade to Winterguard Ice barrier
- Free yearly roof inspection
- Maximum color definition
- Install starter shingle on all gables
- 130MPH wind warranty
- 250lbs per square
- 15yr Algae warranty

**\$28,967.00**

Initial for this system \_\_\_\_

## BETTER

### CertainTeed Landmark

**- 50yr Non-prorated Material, Labor and Workmanship Warranty!**

- 50 Point Follow-up inspection
- Upgrade to shadow hip and ridge cap shingles
- Upgrade to Winterguard Ice barrier
- Upgrade to synthetic underlayment
- 130MPH wind resistance
- Install starter shingle on all gables
- Install new gutter apron
- 235lbs per square
- 10yr algae warranty

**\$28,416.00**

Initial for this system \_\_\_\_



## *Gutter Scope of Work:*

- Remove and dispose of the existing gutter system
  - Leave rear gutters and downspouts AS IS
- Install new K-Style, 5" Seamless aluminum gutters in \_\_\_\_\_ color.
- Zinc-coated, corrosion-resistant pole barn screws will be used to secure the gutter.
- Install new large 4" inch downspouts in \_\_\_\_\_ color, in the existing locations unless otherwise noted

**Gutter Cost: \$3,856.00 INT\_\_\_**

**Addendum Notes:**

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**LIFETIME WORKMANSHIP WARRANTY**



# Final Investment

Roofing: \$ \_\_\_\_\_ Promotion: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

Siding: \$ \_\_\_\_\_ Promotion: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

Gutters: \$ \_\_\_\_\_ Promotion: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

**Totals:**

Project grand total: \$ \_\_\_\_\_

Promotions (if available): \$ \_\_\_\_\_

Total project investment: \$ \_\_\_\_\_

Down payments: \$ \_\_\_\_\_

**Balance due upon completion:** \$ \_\_\_\_\_  
*Payment Type: Check / Cash*

- (Payment via credit card will ONLY be accepted in person at Infinity Exteriors. A 4% cash/check discount is included in the price above if "Check" is selected. This 4% discount will NOT be applied if check is circled and payment is changed to a credit card. If payment type is Check and customer elects financing AFTER contract signing there will be a 9% fee added to the total).
- Each of the above separate amount totals are viewed as individual contracts, and as such may be billed at the time of completion of that specific contracted work.
- By signing this form the homeowner agrees that there have been no verbal agreements made and all contractual obligations and expectations are in writing either in the contract or above.

**HOMEOWNER:**

**Project Coordinator:**

X \_\_\_\_\_ date \_\_\_\_\_ X \_\_\_\_\_ date \_\_\_\_\_



## Roofing; Skylight; Siding and Window Acknowledgement(s)

\*\*\*\*Check all that apply to the project\*\*\*\*

- Garden lights & Garden accessories:** Please have all garden lights removed as they can/will be damaged during the roofing process.
- Pet feces:** Please have all areas around the home cleaned up for our installers
- Lawn:** This must be mowed prior to arrival.
- Patio furniture / Flower Pots etc:** Please have items moved to allow our installers to work 15-20' away from home minimum. Infinity will not be held responsible for damage to items that are not moved
- Material ground drop:** If materials are delivered onto the grass; lawns may/will be affected; turn yellow. In most cases 2-3 weeks of watering and it will come back
- Satellite dish:** You may need to contact your service for an alignment after your project.
- Attic clean up:** You may/will have debris from the roof fall into your attic. Homeowners are to move cars out of the garage, tarp important items in the garage & attic, **PRIOR** to job start. If you have original cedar shake roofing your attic will be VERY messy. Unless specified, clean up is NOT included in your job.
- Existing Roofing Material:** You may see a **LARGE** gap between the new shingles and the siding on the areas where the roof meets the wall. Depending on your type of siding damage may occur.
- Flat Roof:** If you have a flat roof with a pitched roofing system installed...you WILL still have minor standing water for a period of 48 hours or less.
- Lighting:** In **MOST** cases, your lights **CANNOT** go back on your home without an electrician. **IF** they can, Infinity will re-install. **IF** they cannot, the homeowner will be responsible for having an electrician out to install.
- Window stickers/Cleaning:** We do not remove stickers from our windows as they show the homeowner the technical information we're required to show upon completion. If a window is located on a 3rd story window we can remove upon request. Otherwise, this is the homeowners responsibility.
- Drywall Damage:** We cannot predict if a home's drywall may be damaged by the shifting of home or sky-light installation, during the remodel process. Unless otherwise stated, Infinity is not responsible for damage to interior trim or drywall repair that may be necessary upon completion.
- Clean Up:** If your job goes in Winter a Spring clean up is normal, please call us.



## Final Color and Design Specifications

\*\*\*Fill out all that apply to the project\*\*\*

### Roofing:

- ❖ Shingle Brand and Line:
- ❖ Shingle Color:
- ❖ Drip Metal Color:
- ❖ Gutter Apron Color:
- ❖ Chimney Flashing Color (will match shingles if not specified):
- ❖ Ventilation:
- ❖ Redeck: Yes / No

### Siding:

- ❖ Siding Brand and Line:
- ❖ Siding Reveal:
- ❖ Siding Color:
- ❖ Corner Size and Color:
- ❖ Window Trim Size and Color:
- ❖

### Trim:

- ❖ Gutter Color:

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

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

# INFINITY

WARRANTIED, GUARANTEED QUALITY



**GENERAL CONDITIONS - Projected Start Date:** \_\_\_\_\_ (If blank, estimated start date will be 8-12 weeks from selection of final color product colors and approval of window measurement.) **Completion Date:** Project will reach substantial completion approximately \_\_\_\_\_ days after initial start. The completion date will be subject to change based on weather, material availability, substantial unforeseen changes that may arise during the project, or act of God.

**Work.** Contractor agrees to fully execute the Work described in the Contract Documents and reasonably inferable by Contractor as required to produce the result intended by the Contract Documents. Contractor is responsible for, and shall have sole control of the construction methods, sequences, and coordination of the Work, unless expressly stated to the contrary.

**Commencement of Work.** Owner warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment, and operations. Contractor's commencement of the roof work indicates only that the surface of the deck appears satisfactory to Contractor for the attachment of roofing materials. Contractor is not responsible for the construction, undulations, or structural sufficiency of any related products or surfaces that may be affected during normal construction activities. This includes but is not limited to interior drywall damage, stucco dislodging or falling off, decking or rafter cracks or breaks, soffit overhang damage or other damage that does not relate to roofing and could not be easily identified during normal working activity.

**Construction Materials.** Excess materials delivered to job site and/or materials not physically attached to the structure after Substantial Completion of the work contemplated by this Contract shall remain the property of Contractor.

**Insurance.** Contractor shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Owner shall maintain homeowners' or property insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Contractor as additional insured.

**Environmental Hazards.** Contractor is not responsible for any environmental hazards identified or released at Jobsite. Owner acknowledges that hazardous materials may be released by Contractor during the normal course of Contractor's work. Such hazardous materials may include, without limitation, mold, dust, chimney soot, creosote, and other particulate that may or may not become airborne. Owner expressly acknowledges ownership of any waste generated at the Jobsite, whether or not such waste contains hazardous materials. Except to the extent of the Contractor's negligent or intentional acts or omissions, Owner shall be solely responsible for all risk, shall indemnify and hold Contractor harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials at the Jobsite.

**Asbestos.** This Contract is based on Contractor not discovering or coming into contact with asbestos-containing materials ("ACMs"). Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACMs. Contractor shall be compensated for additional expenses resulting from the presence of ACMs. Owner agrees to indemnify Contractor from and against any liability, damages, loss, claims, demands or citations arising out of the presence of ACMs.

**Noise, Fumes and Emissions.** Owner is aware that roofing construction produces noise and roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these noises and emissions than others. Owner shall hold Contractor harmless from claims from third parties relating to noise, fumes and odors that are emitted during the normal roofing process.

**Jobsite Conditions.** If the conditions encountered at the Jobsite are (a) conditions materially different from those indicated in the Contract Documents; or (b) unusual or unknown conditions materially different from those ordinarily encountered or generally recognized as inherent in the Work provided for in the Contract Documents, the Contractor shall stop Work in the affected area and give prompt notice of the condition to the Owner. The Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Schedule shall be determined as outlined in the section herein titled Changes.

**Marketing/Advertising** Homeowner/building owner will allow Contractor to utilize photos of the home where services will be/have been provided in print and/or digital marketing.

**Safety.** Contractor is not responsible for the safety of persons on the roof other than its subcontractors and employees. Owner agrees to indemnify and hold Contractor harmless from claims for personal injury by persons or entities that Owner has allowed or authorized to be on the roof or inside construction zone.

**Payment.** Owner shall timely make all payments (within 10 days) required by this Contract and the attached Payment Schedule. Time is of the essence as to all terms of payment. Owner agrees that, in addition to other remedies available to Contractor, if payment is not timely made, Contractor shall be entitled to a service charge of \$300.00 plus 5% late fee if after 10 days and 1.5% every 30 days (18%APR) on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Contractor shall furnish lien waivers to Owner at the time each Progress Payment and the Final Payment is made to Contractor for the proportionate value of all labor and materials ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all Work, and a waiver of all claims by Owner, except those arising from liens or the warranty included in this Contract. No retention shall apply to any of the work.

**Changes.** Contractor may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Schedule. All such changes shall be memorialized in a written Change Order to be signed by the Parties prior to Contractor's commencement of any new work. For changes in the Work, Owner and Contractor shall negotiate an adjustment to the Contract Price or the Contract Schedule in good faith and conclude negotiations as expeditiously as possible.

**Disputes.** These Conditions shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Conditions or the Work hereunder may, at Contractor's option, be venued in a Wisconsin Circuit Court for the county in which the Jobsite is located or in the Milwaukee County Circuit Court. Contractor may also, at Contractor's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Owner. If arbitration is selected by Contractor and an Arbitrator cannot be agreed upon, Contractor can petition Circuit Court for same. No matter which method of dispute resolution is selected, Contractor shall be entitled to recover attorney's fees and costs incurred in prosecuting, defending, or collecting from any dispute with Owner.

**Warranty.** Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor further warrants that the Work shall be free from material defects not intrinsic to the design or materials required in the Contract Documents. The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear, use for a purpose for which the Work was not intended, improper or insufficient maintenance, modifications performed by the Owner, or abuse. Contractor shall assign and provide to Owner all manufacturers' warranties which apply to products, workmanship, or materials incorporated into the Work. Any products or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty. Manufacturer warranties may be transferred one time to next homeowner. A \$100 transferable fee along with a written notification of transfer MUST be sent to Infinity Exteriors within 12 months of change of ownership. Workmanship warranty is transferable one time for up to 12 months.

**Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner and its employees from all claims for bodily injury or property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor and its employees, subcontractors, and material suppliers. The Contractor shall be entitled to reimbursement of any defense costs paid above the Contractor's percentage of liability for the underlying claim to the extent provided for in this subsection. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Contractor and its employees, subcontractors, and material suppliers from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by the Owner, but only to the extent caused by the negligent acts or omissions of the Owner or its employees. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for in this subsection.

**Termination of Contract.** In the event of cancellation of the Contract by the Owner, Contractor shall receive compensation from the Owner for all costs of labor and materials and all other expenses incurred through that date plus Contractor's anticipated profit under the Contract. Contractor may unilaterally terminate this Contract at any time for any reason, including, without limitation, Owner's failure to timely pay and Owner's failure to timely make decisions relative to the Work. Owner shall remain obligated to pay Contractor for the value of all Work completed and materials ordered as of the date of termination, plus Contractor's anticipated



# INFINITY

WARRANTIED, GUARANTEED QUALITY



profit under the Contract.

**Contract Interpretation.** The Contract Documents and subsequently issued Change Orders are essential parts of this Contract, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, or errors the following order of precedence shall be used: (a) the Contract (including modifications by Change Order), (b) these General Conditions, and (c) the drawings, plans or specifications, or (d) the other documents comprising the Contract Documents.

**Non-Waiver.** Failure by Contractor to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any right of Contractor to insist upon strict performance hereof or any of its rights or remedies in the future.

**Severability.** The provisions of this Contract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the Contract shall continue in full force and effect so that the purpose and intent of this Contract shall still be met and satisfied.

**Survival.** All terms, conditions and provisions of this Contract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Contract.

## LIEN NOTICE

**AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, INFINITY EXTERIORS LLC HEREBY NOTIFIES 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 INFINITY EXTERIORS LLC, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY CALENDAR DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. INFINITY EXTERIORS LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S.**

**Notice of Consumer's Right to Receive Lien Waivers - If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.**

**NOTICE OF RIGHT TO CANCEL** Int. \_\_\_\_\_

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded-in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received by you, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or telegram, to: (above address)**

## HOMEOWNER:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment of receiving the "Right to Cure" pamphlet Int. \_\_\_\_\_

## CONTRACTOR: Infinity Exteriors LLC

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_