

2017 Fire Station 4 Window Replacement

Infinity Exteriors LLC. **\$17,815**

Including glass block on apparatus floor.

Ford Construction **\$26,232**

No glass block on apparatus floor.

Feia Construction \$23,450+ \$3,240 **\$26,690**

Glass block on apparatus floor from Security Glass Block.



1921 S West Ave, Waukesha WI 53189
262-650-5040 www.InfinityRoofing.com

Contract Addendum

PREPARED FOR: WAUKESHA FIRE DEPARTMENT Date: 01-21-17
1700 NORTHVIEW ROAD Project # TBD
WAUKESHA, WI 53188

1. Addendum Notes:

INFINITY TO REMOVE AND HAUL AWAY ALL OLD PRODUCTS BEING REPLACED AND CLEAN UP JOB RELATED DEBRIS -

INFINITY TO SUPPLY, DELIVER, AND INSTALL (1) FRENCH PATIO DOOR - TO HAVE BRONZE EXTERIOR FINISH AND DARK OAK INTERIOR FINISH - DOOR TO HAVE ANTIQUE BRASS SERRAVALLO LOCKSETS - DOOR TO BE LEFT HAND INSWING

NO ADDITIONAL WORK PROMISED

NO DEPOSIT REQUIRED - BALANCE DUE AT COMPLETION - 15 DAY NET UNLESS OTHERWISE AGREED

Project Totals:

Roofing: \$ Siding: \$
Gutters: \$ Windows: \$ 14,615⁰⁰
Insulation: \$ Misc: \$
Project Grand Total: \$ 14,615⁰⁰
Discounts: \$ APPLIED
Down payments: \$

Balance Due Upon completion \$ 14,615⁰⁰

(Payment via credit card will ONLY be accepted in person at Infinity Exteriors and a charge of 2% of the total project will be added to the total above) 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 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.

Customer:

Project Coordinator:

X _____ date _____ X Michael Fabian date 01-21-17
Initial MF



Window Proposal

1921 S. West Avenue
Waukesha, WI 53189
262-650-5040
Fax 262-650-5049

Owner's Name: **WAUKESHA FIRE DEPARTMENT LT DAN BERGHOEFER** Date: **01-31-17**

Address: **1700 NORMVIEW ROAD** City: **WAUKESHA** Zip: **53188**

Phone #: **414-940-2192** Email: _____

House built prior to 1978? Yes / No - Lead safe removal - Yes / No

Window Style		Glass Package		Window Grids		Window Colors	
<input checked="" type="checkbox"/> 17	Double Hung	<input type="checkbox"/>	DP Low E/ Argon	<input type="checkbox"/>	Flat	<input type="checkbox"/>	Interior
	wide DH	<input checked="" type="checkbox"/> 17	TP Low E/ Argon	<input type="checkbox"/>	Contour	<input type="checkbox"/>	White
	wide DH	<input type="checkbox"/>	TP Low E/ Krypton	<input type="checkbox"/>	Wide	<input type="checkbox"/>	Beige
	Double - Pic - Double	<input checked="" type="checkbox"/> 17	Warm edge spacer	<input type="checkbox"/>	Narrow	<input type="checkbox"/>	Stainable
	Picture window	<input type="checkbox"/>	Obscure (BSO - TSO)	<input type="checkbox"/>	Colonial (BSO) (TSO)	<input type="checkbox"/>	Light oak
	Casement lite	<input type="checkbox"/>	Tempered (BSO - TSO)	<input type="checkbox"/>	Prairie (BSO) (TSO)	<input checked="" type="checkbox"/> 18	Dark oak
	Casement lite	Window Options		Patio Doors		<input type="checkbox"/>	Cherry
	Case - Pic - Case	<input checked="" type="checkbox"/> 17	Foam filled frame	<input type="checkbox"/>	(6ft - 6.5ft)	<input type="checkbox"/>	Pine
	Slider 2 lite	<input checked="" type="checkbox"/> 17	Foam filled sashes	<input type="checkbox"/>	(8ft)	<input type="checkbox"/>	Exterior
	Slider 3 lite	<input type="checkbox"/>	Dual tech locks	<input type="checkbox"/>	(9ft)	<input type="checkbox"/>	White
	Awning	Nickel - Brass - White - Clay BRONZE		<input type="checkbox"/>	Custom Size	<input type="checkbox"/>	Beige
	Garden	<input checked="" type="checkbox"/> 17	Better View Screen	<input type="checkbox"/>	Glass	<input type="checkbox"/>	Green
	Bay window 45 - 22.5	<input type="checkbox"/>	Brickmold attached	<input type="checkbox"/>	DP Low E/ Argon	<input type="checkbox"/>	Brown
	Bow window lite	<input type="checkbox"/>	Foam wrap	<input type="checkbox"/>	TP Low E/ Argon	<input checked="" type="checkbox"/> 18	Clay
	Special Shape (notes)	<input type="checkbox"/>		<input type="checkbox"/>	TP Low E/ Krypton	<input type="checkbox"/>	Bronze
All 3 lite casements are 1/4 - 1/2 - 1/4 unless specified				<input type="checkbox"/>	Hardware	<input type="checkbox"/>	Burgundy
* Any wood replacement will be billed at \$85/hr				<input type="checkbox"/>	Nickel-Brass-White-Clay	<input type="checkbox"/>	Sable
				<input type="checkbox"/>	Options	<input type="checkbox"/>	Window Wrap Color
				<input type="checkbox"/>	Security bolt	<input type="checkbox"/>	BRONZE
				<input type="checkbox"/>	Keyed dual point lock	<input type="checkbox"/>	Stain Color
				<input type="checkbox"/>	Pet screen	<input type="checkbox"/>	DARK OAK
				<input type="checkbox"/>	Grids. (See notes)	<input type="checkbox"/>	
				<input type="checkbox"/>	Internal blinds	<input type="checkbox"/>	Stain charge:

Install Type		Miscellaneous		Woodwork	
<input checked="" type="checkbox"/> 17	Insert	<input type="checkbox"/>	R&R Blinds	<input checked="" type="checkbox"/> 18	Outside Stops Wrapped Bare - Composite
<input type="checkbox"/> 1	Full Tear-off	<input type="checkbox"/>	Mull Removals	<input type="checkbox"/>	Inside Stops - White - Bare - Stained to match window
<input type="checkbox"/>	Metal Outs	<input type="checkbox"/>	Insulate weight pockets	<input type="checkbox"/>	Jamb - Size:
<input type="checkbox"/>	Re-frame opening	<input type="checkbox"/>	R&R Shutters	<input checked="" type="checkbox"/> 1	Casing - Style: 3.5" OAK COLONIAL

Standard Install	Preferred Install	Premium Install
<p>Richlin by Infinity</p> <ul style="list-style-type: none"> * Standard pocket installation * Foam insulate exposed pocket * Wrap exterior in aluminum .019 * OSI caulk 10 year warranty <p>Series: 201-900-500-751-851</p> <p>\$ <u>14,615.00</u></p> <p>Initial for this system <u>X</u></p>	<p>Richlin by Infinity</p> <ul style="list-style-type: none"> * Standard insert pocket install * Foam insulate exposed pocket * Remove exterior wood for RO access * Foam insulate rough opening pocket * Install new exterior casing * Wrap exterior in dent resistant aluminum .024 * OSI caulk Lifetime warranty <p>Series: 201-900-500-751-851</p> <p>\$ _____</p> <p>Initial for this system _____</p>	<p>Richlin by Infinity</p> <ul style="list-style-type: none"> * Full frame removal to RO * New construction installation * New interior casing * New jamb extensions * New exterior sill and buck-frame * Foam insulation entire pocket * Wrap exterior in dent resistant aluminum .024 * OSI caulk Lifetime warranty <p>Series: 201-900-500-751-851</p> <p>\$ _____</p> <p>Initial for this system _____</p>

** White stops are painted to match WINDOW and may not match various shades of white painted casing. Matching stain may not be a perfect match due to varying wood density.



1921 S. West Ave
Waukesha, WI 53189
262.650.5040
262.650.5049 fax

PROJECT QUOTE

PREPARED FOR: Waukesha Fire Department
1700 Northview Road
Waukesha, WI 53189

Estimator: Michael Fabian
Date: 01/23/2017

1. Glass Block Windows in Truck Bay area

- Infinity to remove (3) existing windows in truck bay area of firehouse and install glass block. Glass block to be wave pattern glass: total dimension to be 40 x 92 of each opening.

Total Cost of Selected Options: \$3200.00

Initial: _____

TERMS AND CONDITIONS: Start date: 6-8 weeks from date of acceptance. Completion date will vary depending on scope of work performed: Roofing 1-4 days, Siding 2-3 weeks, Windows 1-3 days.

Start and completion date shall be deemed approximate and shall be subject to delays caused by weather, acts of God, fires or other reasons not under the control of Infinity Exteriors, LLC, (hereinafter "Contractor"), including the availability of materials. Contractor will obtain all permits required for described work.

Owner agrees that any adjustment shall not be cause for failure to make payment of the full purchase price. Any failure of the Owner to make payments as called for in this Agreement shall allow Contractor to stop working without penalty.

Payment Terms: Payments are to be made as follows: 100% upon completion on all owner occupied structures less than \$8,000 in total contract cost.

LIEN NOTICE: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDING IF NOT PAID, THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) 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. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

The Owner will receive notices from those who furnish materials or labor for the construction, and should give to the mortgage lender, if any. The Contractor agrees to cooperate with the Owner or the Owner's lender, if any, to make sure all lien claimants are paid.

Any delays in payment shall be subject to the interest rate of 18% per annum and in no event higher than the rates provided by law. Owner shall be responsible for Contractor's actual attorneys' fees and collection/legal costs should Owner fail to make timely payments under this Agreement.

This Agreement sets forth the entire agreement between the parties. All changes to the Agreement shall be made by separate document. See Warranty document for complete terms on Warranty.

Contractor will take reasonable efforts to cover the ground where shingle debris may fall. Due to the sheer volume and weight of the roof material being removed, some plants and shrubs could be damaged. Any valuable plants or items should be removed by owner prior to the work. Contractor shall not be responsible to any plant, shrub or other landscaping damage.

During a tear-off, small debris can fall through the roof boards filling your attic with debris and possibly causing damage to items being stored in the attic. Owner is responsible to cover or remove these items to prevent any damage from the roofing debris. The weight of the roofing debris and men on the roof may cause walls to vibrate and some items may fall. Owner shall take proper precautions to remove or protect any valuable items that could be affected by such vibrations or movement. Drywall damage or "pops" may occur under the course of normal construction. Contractor will not be liable for any interior damage during the course of the roofing

work aside from workers accidentally stepping through the ceiling. Existing structure problems will not be corrected by Contractor unless EXPLICITLY outlined in the Scope of Work. Contractor will not be liable for structure failure under normal working conditions.

All debris will be scheduled for clean-up everyday. If for some reason the debris must be left overnight, it will be covered by a tarp and placed in an orderly fashion.

If the house is equipped with a satellite antenna, the homeowner shall call its satellite provider to have the satellite re-aimed after the shingle over the satellite has been installed. The on-site foreman will notify the homeowner the day the satellite will be removed. Contractor will not be held liable for any charges that may be incurred related to the satellite.

It is a good idea to let your neighbors know that you will be having your roof replaced. This way they can bring up any concerns that can be passed to the Contractor. According to law, any Contractor is granted 3 days leave on a neighboring property to perform work if necessary.

Contractor's clean-up crew utilizes a nail rake to remove loose nails on the ground. This process is done at the end of the job so there may be a few scattered nails in the lawn until the job is complete. Children should not play in the area where recent debris has fallen until the completion of the job.

NOTICE CONCERNING CONSTRUCTION DEFECTS: Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

By signing this Agreement, Owner expressly acknowledges and agrees that he or she received a copy the Wisconsin Department of Commerce's brochure outlining and summarizing Wisconsin's Right To Cure Law and the obligations and requirements provided therein.

NOTICE OF RIGHT OF CANCELLATION. THIS AGREEMENT MAY BE CANCELLED UNILATERALLY BY THE OWNER BY NOTIFYING THE CONTRACTOR IN WRITING WITHIN THREE (3) CALENDAR DAYS AFTER SIGNING THIS AGREEMENT. IN THE EVENT OF CANCELLATION OF THIS AGREEMENT BY THE OWNER THEREAFTER, CONTRACTOR SHALL RECEIVE IMMEDIATE REIMBURSEMENT FROM THE OWNER FOR ALL EXPENSES INCURRED TO THAT DATE.

If the Agreement is breached following the three day cancellation window without consent of Contractor, Owner shall be responsible for liquidated damages of 10% the cash price of the Agreement or the greatest amount permissible by law if that is lesser, plus a proportionate share of all work already performed.

In executing this Agreement, Owner(s) represents that Owner(s) has the necessary financial resources to fulfill its obligations under this Agreement, and has the legal authority to execute this Agreement. If Owner(s) is married, the spouse(s) signing this Agreement acknowledges that the Agreement is a marital purpose obligation.

If any of the provisions contained within this Contract are deemed invalid or unlawful as a matter of law, the remaining provisions are severable from the invalid or unlawful provisions and shall remain in full force and effect and such remaining portions shall be construed to effectuate the intentions of the parties expressed herein.

Owner: Waukesha Fire Department

Authorized Signature: _____

Print Name: _____

Contractor: Infinity Exteriors, LLC

Authorized Signature: _____

Printed Name: _____

Title: _____

GENERAL CONDITIONS - Projected Start Date:

8-10 WEEKS FROM MEASURE

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 any other damage that does not relate to roofing and could not be easily identified during normal working activity.

Construction Materials. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. 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.

Owner assumes risk of loss during construction, except for the intentional acts of Contractor, its subcontractors or employees.

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.

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.

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. Contractor shall be entitled to add a markup to Change Orders of 10% for overhead, supervision, and profit. Where Contractor seeks input and information from Owner prior to issuing a Change Order, Owner shall use reasonable efforts to respond to Contractor's request for information within two (2) business days. Acceptance of a Change Order by Owner shall not be unreasonably withheld.

Delay. Work shall be completed within the number of working days stated in this Contract and the Contract Schedule, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Owner, work performed by Owner (or Owner's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Owner's failure to make payments as required by this Contract, or any other cause beyond Contractor's sole control. Any such delay shall extend the time of performance or, at Contractor's option, terminate this Contract if the cause of the delay cannot be resolved within thirty calendar days. Where Contractor elects to extend performance, Contractor shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Contractor will give notice to Owner of delay and any adjustment to time of performance or cost of the work necessitated by the delay.

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 venue 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, equipment, systems, or materials incorporated into the Work. Any products, equipment, systems, or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty.

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 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 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)

Disclosures:

SKYLIGHT INSTALLATIONS - It is the recommendation of Infinity to replace/repair drywall when existing skylights are being replaced. Unless noted above our replacement of skylights includes ONLY the installation and exterior finishing. Drywall repairs are LIKELY to be needed and homeowner accepts all interior damage and costs associated with these repairs. Infinity's sole responsibility in replacement of the skylight is to install the skylight unit per manufacturer's specs and to complete all exterior flashing to make unit watertight. Int. _____

SIDING ON DORMER WALLS - When removing multiple layers of roofing at roof/wall intersections damage can/may occur to the siding depending on the original installation. A large gap may also exist between the roofing material and siding material once the roofing is completed depending on the original installation of the siding. Replacing/repairing the siding is not part of this quote unless specifically stated above. Int. _____

Authorized Signature: _____

DATE: _____

CONTRACTOR: Infinity Exteriors LLC

Authorized Signature: _____

Title: _____

Michael Fabian
Michael Fabian
Page 4 of 4

Infinity Project
Coordinator

OWNER: WAUKESHA FIRE DEPARTMENT - LT DAN BERGHOEFER

CITY OF WAUKESHA, WISCONSIN

5-Year Community Investment Program
2017-2021

A. B. [Signature]

Project Name	Station #4 Window and Door Replacement
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Department	Fire Department
Dept. Head	Steve Howard
Project Contact	Steve Howard
Useful Life	20 Years
Category	Buildings
Priority	2 - SHOULD be done this year for optimal performance or savings.
Total Project Cost \$ 30,000	

Description

Fire Station #4 was constructed in 1981, and several of the doors and all of the windows are original to the building. Many of the windows have become unserviceable and are not as energy efficient as new windows. The Department has worked with Engineering and local contractors to plan and budget for this project. All of the windows in the building will be replaced with current energy efficient replacement windows and additional insulation will be added to the attic to replace insulation that has been disturbed by projects over the life of the building, and to increase the "R" value.

The project will include the replacement of 21 windows, a patio door, two service doors and the replacement of three large apparatus bay windows with glass block.

Justification/ How does this increase Service to Residents?

Funding this project will allow the City to maintain its infrastructure, ensure security, and increase energy efficiency.

Fund-Obj-Project	Funding Sources	FY '17	FY '18	FY '19	FY '20	FY '21	Total
0420-2242-49110	10 yr GO Debt	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Total		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000

Fund-Obj-Project	Expenditures	FY '17	FY '18	FY '19	FY '20	FY '21	Total
0420-2242-68220	Station #4 - Doors & Windows	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ 23,000
0420-2242-68220	Station #4 - Installation	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ 7,000
Total		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000

Operational Impact/Other

Failure to perform needed maintenance and updates to the building will lead to higher costs in repairs in the future.