



## LANDMARKS COMMISSION APPLICATION

Monthly meeting is scheduled the first Wednesday of every month.

**Application Deadline is 4:30 p.m. on the last Wednesday of every month.**

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

Paid: \$15- Rec'd. By ma  
Trakit #: LCOA18-00011

I am applying for a:

- ☒ Certificate of Appropriateness (COA) - **\$15 application fee required.**  
☐ Paint and Repair Grant (no fee)

### A. General Information:

Name: Peter Lange Occupation: Homebuilder, Musician  
Phone-Home: 262 527 9237 Phone-Work: 262 542 5750  
Spouse's Name: Rose Lange Occupation: Artist, Teacher  
Phone-Work: \_\_\_\_\_ E-mail: langegang23@gmail.com  
Mailing Address: 300 Windsor Dr., Waukesha 53186

### 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:

Historic Name of Building: Rudolph F. Thomann House  
Address of Historic Property: 300 Windsor Dr., Waukesha WI 53186  
Construction Date/Era: 1926  
Architectural Style: Tudor Revival

Historic Background (Brief): This two story Tudor Revival styled house was designed by Schley and Sons and built in 1926 by Imig. {A}. (retrieved from <https://www.wisconsinhistory.org/Record/Property/HT1469> June 2, 2018)

Have there been any alterations or repairs? ☒ Yes ☐ No

Describe alterations/repairs:

Chimney reconstruction, tuckpointing, main roof replacement (2007)

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

Briefly and accurately describe type and location of proposed work on primary building, carriage house, outbuildings (i.e.: garage), fences (including retaining walls), paved surfaces and landscaping. 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? flat roof @ garage **Chimney(s):** Repair or replacement? \_\_\_\_\_  
**Soffits, Fascia, Downspouts** \_\_\_\_\_ **Flashing** \_\_\_\_\_  
**Eaves, Gutters** \_\_\_\_\_ **Tuckpointing** \_\_\_\_\_  
**Shingle type/style/color** \_\_\_\_\_

**Siding:** Repair or replacement? \_\_\_\_\_ **Windows:** Repair or replacement? \_\_\_\_\_  
**Paint Colors, Materials** \_\_\_\_\_ **Materials, Other** \_\_\_\_\_  
**Shingling and Ornamentation/Stickwork** \_\_\_\_\_

**Other Exterior Repairs:** \_\_\_\_\_ **Foundation:** Extent of repair \_\_\_\_\_  
**Awnings** \_\_\_\_\_ **Tuckpointing** \_\_\_\_\_  
**Brickwork/Stonework** repair loose sill, tuckpoint **Other** \_\_\_\_\_  
**Cresting** \_\_\_\_\_  
**Doors** \_\_\_\_\_

**Porch:** Repair or replacement? \_\_\_\_\_ **Miscellaneous:** \_\_\_\_\_  
**Front or Side, Rear** \_\_\_\_\_ **Landscaping** \_\_\_\_\_  
**Ornamentation** \_\_\_\_\_ **Fences** \_\_\_\_\_  
**Finials, Other** \_\_\_\_\_ **Paving/Brick Pavers** \_\_\_\_\_

Estimated start date: July 15, 2018

Estimated completion date: July 22, 2018

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

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

Has owner done any previous restoration or repair work on this property?

☐ **No** ☒ **Yes** If yes, what has been done?

chimney reconstruction, tuckpointing, replacement of main roof 2007

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

☐ **No** ☒ **Yes** If yes, please describe:

Exterior maintenance as required

### E. Criteria Checklist:

#### REQUIRED FOR ALL PROJECTS

- ☐ Photographs of affected areas and existing conditions from all sides
- ☐ Historic plans, elevations or photographs (if available)
- ☐ 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 all new construction or proposed additions)

#### 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:

I have read and answered the above to the best of my knowledge, and the information I have supplied 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. If I am applying for a LCP & R, I also agree to do the intended paint and/or repair work, as outlined and proposed above, exactly as described, or I agree to return the entire amount of the grant. I understand that I, or my assistants, must finish the proposed project within one hundred twenty (120) days of the payment of the grant. Compensation for the paint/materials, acquired solely for the repairs specified above, will be paid promptly upon the receipt of the properly written billing, or in a manner to be agreed upon between the owner/renter and the landmarks Commission or its authorized representative(s). Once the proposed paint/repair project has been approved, no changes or alterations in design or color scheme are allowed without the express written approval of the Landmarks Commission or its authorized representative(s). Failure to comply with the above is sufficient cause for the grant recipient to be required to immediately repay the entire grant amount. Any and all disputes which may arise under this agreement, or its interpretation, concerning eligibility, approval, procedures or forfeitures, shall be presented in writing to the Landmarks Commission, by the applicant, within ten (10) days of the dispute. The Landmarks Commission will then make a decision, and notify the applicant of its decision in writing, within ten (10) days of receipt of the letter detailing the nature of the dispute. These decisions will be final and binding.

Signed:  Date: June 2, 2018

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**Office use only:**

Received by: \_\_\_\_\_

Inspected/Photographed By \_\_\_\_\_

COA Approved: ☐ Yes ☐ No

Authorized By \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_LCP & R Approved: ☐ Yes ☐ No

Authorized By \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT A:****The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995****Standards for Preservation**

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic 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. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
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. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
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. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

**Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, 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. Archeological 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.

### **Standards for Restoration**

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period 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.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. 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.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

### **Standards for Reconstruction**

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
3. Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color, and texture.
5. A reconstruction will be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically will not be constructed.



Front roof & garage



Steam window (typical)



Front roof & garage

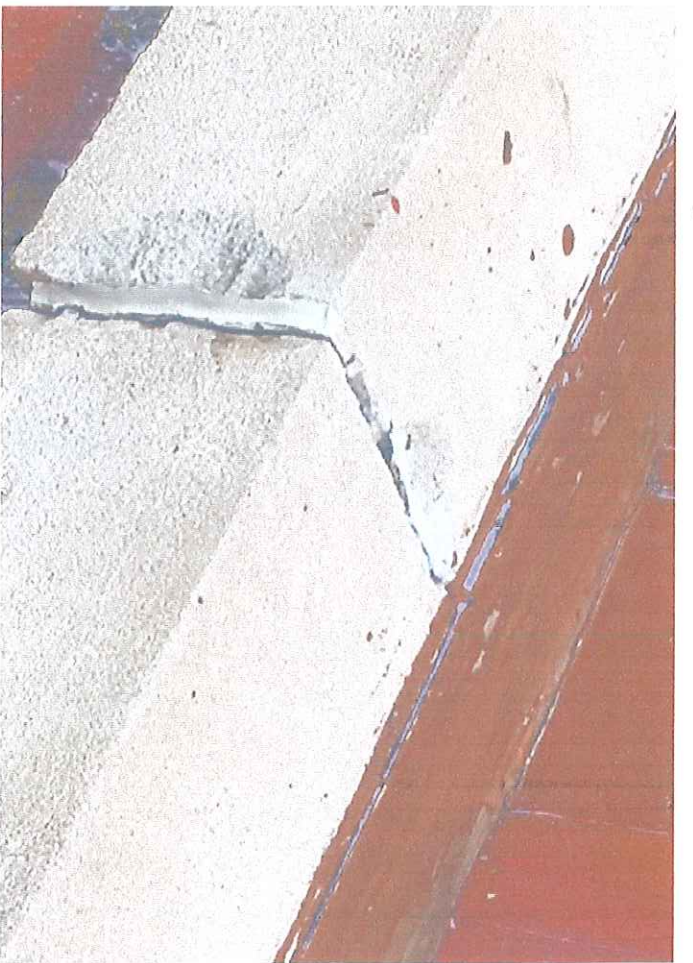


Front roof & garage





Masonry sill & south living room window







# BCI

Roofing  
Siding  
Gutters  
Windows

Steven with  
BCI Exteriors  
cell = 262-483-8475

EnerBank Approval #

BCI Exteriors #7866

N57 W13566 Carmen Avenue; Menomonee Falls, WI 53051  
(262) 703-9800 \* Fax: (262) 703-9804

"Because there's no home like the one you own."

BCI JOB # \_\_\_\_\_

### CONTRACT

Agreement made the 1 day of June, 2018, between BCI Exteriors, Contractor, and hereinafter called "Owner" Pete & Rose Lange

Residing at: 300 West Windsor Dr.

City: Waukesha, WI Zip: 53186 Phone: 262.527.9237

Contractor agrees to furnish all materials and perform all labor according to the following SPECIFICATIONS on the premises located at: same as above

\*\*\*Credit card transactions of \$5,000 or more will be assessed a 3% fee\*\*\*

#### Products

- |   |  |
|---|--|
| <input type="checkbox"/> Windows                        | <input type="checkbox"/> Siding                        |
| <input type="checkbox"/> Patio Doors                    | <input type="checkbox"/> Soffit/Fascia                 |
| <input type="checkbox"/> Entry Doors                    | <input checked="" type="checkbox"/> Gutters/Downspouts |
| <input type="checkbox"/> Storm Doors                    | <input type="checkbox"/> Gutter Protection             |
| <input type="checkbox"/> Insulation                     | <input checked="" type="checkbox"/> Roofing            |
| <input checked="" type="checkbox"/> Other <u>coping</u> |  |

#### Terms of Sale

Contract Amount: \_\_\_\_\_

Deposit with Order: \_\_\_\_\_

Balance Due: \_\_\_\_\_

Financing: ☐

Check #: \_\_\_\_\_

☐ See Addendum

### SPECIFICATIONS

- see production video for walkthrough & additional details.
- Remove existing stones, rubber roofing, coping, gutter, apron, & downspouts.
- remove & replace any rotted roof decking
- install densdeck, mechanically adhered, over wood roof deck.
- install fully adhered 60 mil EPDM rubber roof over densdeck.
- install new coping where existing were removed. color = \_\_\_\_\_
- install new gutters & downspout where existing were removed. color = \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Rep Initial: S.k.

Date: 6-1-18

Office Approval: \_\_\_\_\_

**ROOFING / GUTTER**

Work Order - Contract

**BCI Exteriors**N57 W13566 Carmen Avenue  
Menomonee Falls, WI 53051  
(262) 703-9800Customer: Pete & Rose LangeAddress: 300 West Windsor Dr.City: Waukesha State: WI Zip: 53186

BCI to furnish &amp; install the following:

**Complete Roof Preparations:**

- ☒ Home exterior to be protected by tarp & plywood where BCI deems necessary
- ☒ Shrubs, landscaping, trees to be protected from damage
- ☒ Remove 1 layers of roofing composite from. House ☒ Garage
- ☒ Install 7/16" OSB over existing roof deck Densdeck - not osb
- ☒ Wood replacement - If necessary wood replacement will be done at a rate of \$2.55 per sq. ft. \_\_\_\_\_
- ☒ Metal gutter apron installed at gutter line Customer Initial
- ☐ Metal drip edge installed at rake edges n/a
- ☐ New plumbing vent flashing will be installed and flashed n/a
- ☐ Metal valleys will be installed n/a
- ☐ Shingle valleys will be installed n/a
- ☐ New metal flashing will be installed around all chimney(s) n/a
- ☒ We shall acquire all appropriate permits, etc. for all roofing work
- ☒ Dumpster included
- ☒ Site to be cleaned every day, debris removed at project completion

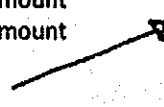
**Complete Roofing Systems**

- ☐ Ice & Water Shield \_\_\_\_\_ Amount \_\_\_\_\_ Perimeter \_\_\_\_\_ Valleys \_\_\_\_\_ On All Heated Areas
- ☐ High Performance Underlayment \_\_\_\_\_
- ☐ Ventsure Ridge Vent \_\_\_\_\_ Amount \_\_\_\_\_ House \_\_\_\_\_ Garage
- ☐ Mushroom Style Vent \_\_\_\_\_ Amount \_\_\_\_\_
- ☐ Slant Back Vent \_\_\_\_\_ Amount \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**Shingles**

- ☐ Owens Corning \_\_\_\_\_ Color: \_\_\_\_\_
- ☐ Other \_\_\_\_\_ Color: \_\_\_\_\_

**Gutters**

- ☒ 5" Aluminum Seamless Gutters 18' Amount \_\_\_\_\_ Color: \_\_\_\_\_
- ☐ 6" Aluminum Seamless Gutters \_\_\_\_\_ Amount \_\_\_\_\_
- ☐ 3" Downspouts \_\_\_\_\_ Amount \_\_\_\_\_
- ☒ 4" Downspouts 10' Amount color 
- ☐ Other \_\_\_\_\_

**Warranty Options**

- ☐ Manufacture Warranty: \_\_\_\_\_
- ☒ 5 Year Workmanship Warranty
- ☐ BCI Warranty: \_\_\_\_\_

**Other**☐ \_\_\_\_\_

I agree that the above listed options are correct. No oral requests will be honored by BCI. All work will be done on above listed property must be in writing on this Work Order. If BCI is required to do extra work due to pre-existing and unforeseen conditions, a price will be negotiated before work is started.

Customer: X \_\_\_\_\_ Date: 6-1-18BCI Rep: Steven Kluck

Office Approval: \_\_\_\_\_



S.K.

Payments are due as follows: Agreed upon down payment is due upon acceptance of contract. ~~An additional payment of 25% of the total contract amount is due upon delivery of the materials or the commencement of work.~~ All balances are due within 10 days of invoicing. All payments are due upon request. Deposits on special orders are non-refundable. Contractor agrees to do all work and labor in a workmanlike manner and agrees to carry Workman's Compensation Insurance.

Bushes, trees, etc. to be trimmed by customer prior to install, if necessary. If customer would like BCI to manage this, it will be done at BCI's discretion.

The proposed work is not intended to eliminate or prevent any types of mold, mildew, fungi, lichen, or any other types of organism or contamination. We are not responsible for any of the above, if it occurs.

Any alterations or deviations from this proposal and specifications involving extra expense will be charged for additionally, same to be paid for at time of request. Any change from original plan to be done at owner's risk and expense.

Any asbestos lead or any other hazardous material is the responsibility of the building owner to have removed at their expense, by a certified contractor. BCI assumes no responsibility for any hazardous or other material at the site that needs removal and disposal, unless specified in proposal. Owner to have insurance to cover construction losses, any and all interior damage due to construction and to waive any subrogation claims against the contractor. Due to fluctuations in energy and raw material costs, BCI reserves the right to negotiate the final terms and conditions of any contract resulting from this proposal.

It is understood and agreed that the contractor shall not be held liable for delays of failure to perform hereunder caused by strikes, accidents, fires, floods, acts of God, legal acts of public authorities, or delay caused by public carriers. Wind damage to shingles is warranted by BCI for 1 year after job completion, for winds up to 50 mph. After 1 year or over 50 mph winds, it is the owner's responsibility to deal with material manufacturer directly. Cutter protection does not prevent ice or icicles from forming on your home. All contracts are subject to approval of our credit department. Clerical errors are subject to correction. Any disputes will be settled by binding arbitration through the NARI/Milwaukee Home Improvement Council or their agents.

\*As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on the owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnished labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.\*

The Owner(s) hereby certifies that he has read this agreement, that the terms and conditions and the meaning thereof have been explained to him and that he fully understands them; that there is no understanding between the parties verbal or otherwise than that contained in this agreement of which a copy thereof is hereby received and acknowledged; and that the Owner shall maintain no action on any new substituted contract except the same be in writing and that no statements, promises, commitments or representations not contained in this agreement have been made by the contractor or by any of its agents to induce him to execute this Agreement, and agreements that the said Contractor is not responsible nor bound by any representations not contained in this Agreement, made by any of its agents, unless the same be reduced to writing and signed by the Contractor.

(I) (WE) HAVE READ THIS CONTRACT. THE ENTIRE AGREEMENT IS WRITTEN HEREIN.

In Witness whereof the undersigned has (have) hereunto set his (their) hand(s) and seal(s) the day and year first above written. Balance not paid when due shall bear service charge of 1 1/2% per month (18% per year).

By: Pete & Rose Lange Date: 6-1-18

Accepted: X Date: 6-1-18 X Date: \_\_\_\_\_  
Owner Owner

#### BUYER'S RIGHT TO CANCEL

YOU CAN CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO BCI, N57 W13566 CARMEN AVENUE, MENOMONEE FALLS, WISCONSIN 53051, BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING, "I HEREBY CANCEL," AND ADDING YOUR NAME AND ADDRESS. THE SELLER PROVIDES A DUPLICATE OF THIS PAGE FOR YOUR RECORDS.

After Midnight of the third business day, Owner(s) agrees that in event of any cancellation of this contract before work is started, said Owner(s) shall pay to said Contractor on demand one hundred dollars (\$100.00).

I hereby cancel this Agreement.

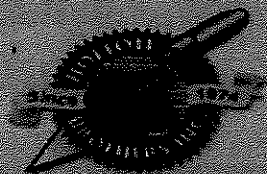
Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned acknowledge that they have been verbally informed of the Customer's Right to Cancel and have received two copies of this notice.

Customer Signature: X Date: 6-1-18

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Holton Brothers, Inc. Contractors

1257 Terminal Road  
Grafton, WI 53024

Phone: 262-377-7887  
Fax: 262-377-0615

## Masonry Repairs - Tuckpointing - Caulking - Waterproofing

☐ Please check if project is tax exempt (attach certificate of exemption)

Proposal Number AABQ11433

Date Jun 1, 2018

### Proposal Submitted To:

Mr. Peter Lang  
300 E. Windsor  
Waukesha, WI 53186

### Project Site

300 E. Windsor

### Your Sales Rep

Mark B. Kosobucki, AIA  
Architect/Partner  
262-377-7887  
Mark.k@holtonbrothers.com

We hereby propose to furnish, labor, materials, equipment and insurance complete in accordance with the following specifications.

### EXTERIOR RESTORATION

As requested, the exterior elevations, from roofline to grade, to include the double window sill on south elevation (front), have been visually inspected by this contractor. It is my opinion the proper procedure for repair should be as outlined in the following specifications.

### TUCKPOINTING OF BRICK MASONRY

Exterior of brick masonry at 4-5 locations shall be inspected and tested for soundness. Mortar joints which are visibly loose or eroded from adjoining brick masonry shall be cut out with a power-driven abrasive wheel to a minimum depth of three-quarter inch (3/4") and as much more as conditions require. After cleaning and flushing with water or compressed air, joints which have been cut out and all voids in mortar shall be filled with special tuckpointing mortar and finished off with a tooled surface to match adjoining areas as closely as possible. Completed work shall be wet down to insure proper curing of the mortar. NOTE: hairline cracks in mortar shall not be deemed defective and are not included in the quote.

### RELAYING OF LOOSE OR SEVERELY SHIFTED MASONRY

All loose or severely shifted brick and stone masonry, on the specified window sill area, shall be removed. After proper preparation of areas where brick have been removed, brick and stone shall be relayed.

NOTE: The west piece of sill shall be saw out at crack and reset in two pieces.



## UTILITIES

It will be the responsibility of the property owner or Management Company to secure working electric power. If power interruption is necessary, the tenants and the property owner and or managers will hold Holt Brothers, Inc. from all claims resulting from power interruption. Interruption is necessary at times because there must be a 20' clearance between workers and live electric wires. The Electric Company will move them and charge the owner. For underground digging or any related excavating, it will be the responsibility of the owner or Management Company to contact Diggers Hotline to verify location of wires prior to Holt Brothers with the work. It will also be the responsibility of the property owner or manager(s) to notify tenants of any need to interrupt power services. The tenants and the property owner and or managers will hold Holt Brothers, Inc. from all claims resulting from power interruption.

<b>SubTotal</b>
-----------------

<b>Total</b>
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## TERMS AND CONDITIONS

The following terms and conditions (these "Terms") between Holton Brothers, Inc., ("HB") and HB's customer identified in the Proposal to which these Terms are attached ("Contracting Party") (Contracting Party is one of the following: "Property Owner" or "Management Company as Authorized Agent for Property Owner" or "General Contractor"), together with the Proposal, represent the agreement between the parties for construction and other contracted services to be performed at the location listed on the Proposal.

### PROPOSAL TERMS

**Payment Amount:** The amount due to HB from Contracting Party is the amount listed on the Proposal as the "Total Amount," plus the total sum of all change orders referenced in Paragraph 6, and any fees or interest assessed pursuant to these Terms.

**Payment Due Date:** As agreed upon by the parties, HB may require periodic payments during the construction period. Payment in full must be received by HB no later than the 30th day after the work has been completed.

**Late Payments:** Any invoices amounts outstanding after the 30th day following the completion of the work will result in a late payment fee of 1.5% of the outstanding balance, assessed monthly until paid in full. In addition to a late payment fee, HB reserves its right to pursue all available remedies, including filing and perfection of a lien as described in Paragraph 4.

**LIEN NOTICE:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, HB HEREBY NOTIFIES CONTRACTING PARTY AND PROPERTY OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON PROPERTY OWNER'S LAND MAY HAVE LIEN RIGHTS ON PROPERTY OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO HB, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CONTRACTING PARTY OR PROPERTY OWNER OR THOSE WHO GIVE THE CONTRACTING PARTY OR PROPERTY OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CONTRACTING PARTY OR PROPERTY OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO CONTRACTING PARTY'S OR PROPERTY OWNER'S MORTGAGE LENDER, IF ANY. HB AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**5. Work Performed:** All work performed by HB is subject to the Proposal, which lists all of the work specifications, as well as all change orders (as of the date of the Proposal) contemplated in Paragraph 6.

**6. Changes to Proposed Work:** Any alterations or deviations from the work specifications included in the Proposal that result in additional costs shall be agreed to via written agreement between the parties. Any costs associated with the changes shall be paid by Contracting Party. All written change orders shall be considered a part of the original proposal.

**7. Work Schedule:** Work shall commence on a date agreed upon by both parties. HB shall perform the work during normal business hours. As the project progresses, the parties may agree to vary the work schedule and adjust the costs accordingly.

**8. Work Completion:** The completion date shall be date Contracting Party receives a final invoice from HB. HB shall provide such notice when the work specified in the Proposal has been completed, inclusive of all change orders contemplated in Paragraph 6, and HB has removed all of its materials from the project location.

**9. Workmanlike Manner:** HB shall complete all work in a workmanlike manner according to standard industry practices.

**10. Agreement Applies to General Contractor:** Where this agreement includes language making a section applicable to a general contractor, it is assumed that HB is acting as the subcontractor, was hired by, and will be paid by the general contractor. Where HB acts as the subcontractor, the guarantees in Paragraph 9 are assumed to be made to the general contractor and not to the property owner. In the event that the property owner pursues an action against HB based on those guarantees, general contractor agrees to indemnify and defend HB in such action. General Contractor guarantees that the property owner is aware of all responsibilities and liabilities listed in these terms and conditions.

**11. Subcontractors:** HB reserves the right to hire subcontractors at its discretion to fulfill the proposed work specifications, and agrees to pay the subcontractors for their efforts at an agreed-upon price.

**12. Force Majeure:** HB is not liable for the failure to complete the work specifications included in the Proposal when the failure is caused by acts of God, such as, but not limited to, fire, tornado, flooding, and other natural disasters, labor disputes, strikes, materials shortages, terrorist activities, or government action affecting construction.

**13. Suspension of Work:** HB may suspend work on account of weather or natural disasters, LATE PAYMENTS BY CONTRACTING PARTY, government action, or other emergencies not contemplated by this agreement. Any additional charges that result from the suspension shall be paid for by Contracting Party.

**14. Cleanup:** HB shall dispose of materials used in construction, including hazardous materials, and will leave the worksite in a clean and orderly condition following completion of construction.

**15. HB's Insurance and Hiring Practices:** HB shall carry general liability insurance, employer's liability insurance, worker's compensation insurance, and automotive insurance. HB shall provide a certificate evidencing such policies upon request by Contracting Party. HB shall seek and retain qualified and skilled craftspeople to complete the proposed work and will not discriminate on the basis of race, color, sex, age, handicap, veterans status, religious belief, or national origin when hiring its employees.

**16. Information and Access:** Contracting Party shall provide HB directly with all relevant information necessary to complete construction, and shall do so in a timely manner. Contracting Party will be responsible for any resulting defect, damage, or additional costs caused by a failure to provide HB with such relevant information. Contracting Party shall provide HB and any subcontractors retained by HB with ready access to the work site.

**17. Property Owner's Insurance:** The property owner shall maintain general liability and property insurance, including waiver of subrogation, where applicable. The property owner shall provide a certificate evidencing such policies if requested by HB.

**18. Termination:** HB reserves the right to terminate this agreement, at its discretion, in the event that Contracting Party is late in procuring payment, or if HB has a reasonable belief that Contracting Party will not pay following the completion of the proposed work.

**19. Governing Law and Dispute Resolution:** This agreement is governed by the laws of the State of Wisconsin, irrespective of conflicts of laws principles. Any disputes or claims arising under the Proposal, these Terms, or any contract entered into hereunder shall be resolved by binding arbitration administered by a single arbitrator in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect as of the date of submission of any such dispute or claim. All disputes or claims shall be aggregated and resolved in one arbitration proceeding. The arbitration proceeding shall take place in Milwaukee, WI/USA.

**20. Attorneys' Fees:** Contracting Party shall be liable for HB's attorneys' fees incurred in connection with enforcing these Terms and/or the Proposal, collecting payment, or defending or pursuing claims in which HB is the prevailing party.

**21. Waiver:** Any exception made to any of these Terms or any extension granted by HB to any of the deadlines described in these Terms shall not be considered as a waiver of that provision.

**22. Complete Agreement:** These Terms shall be read in conjunction with the accompanying Proposal, shall constitute the final and complete agreement of the parties, and shall supersede any conflicting terms contained in any other document, or expressed orally. Any amendments to the Proposal in the form of change orders shall be considered a part of the original agreement and also subject to these Terms.

**23. Execution of the Proposal and Termination:** By signing the Proposal, Contracting Party accepts both the Proposal and these Terms and consequently agrees to be bound by them. CONTRACTING PARTY MAY TERMINATE THIS AGREEMENT WITH HB BY PROVIDING WRITTEN NOTICE TO HB OF ITS ELECTION TO DO SO WITHIN THREE DAYS OF THE DATE OF THE PROPOSAL.



**If accepted, please sign and return one copy. Thank you.**

**PAYMENT TO BE MADE WITHIN 30 DAYS OF COMPLETION OF WORK - Or a 1 1/2% Service Charge per month for any past due amount along with all attorney fees involved with collection.**

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

### **ACCEPTANCE OF PROPOSAL**

The work specifications, pricing, payment terms, and other terms and conditions (including the attached Proposal Terms, which are incorporated by reference) are hereby accepted; and Holton Brothers is hereby authorized to perform the proposed services in accordance with the foregoing Proposal. Holton Brothers reserves the right to withdraw or modify this proposal at any time prior to acceptance.

**CUSTOMER (please sign and return one executed contract)**

**Owner/Authorized Officer or Agent:**

\_\_\_\_\_  
(Name)

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

**HOLTON BROTHERS, INC.**

By: **Mark B. Kosobucki,**

Mark B. Kosobucki, AIA  
Architect/Partner