



LANDMARKS COMMISSION APPLICATION

Monthly meeting is scheduled the first Wednesday of every month.

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

Date Received: 4-24-20

Paid: 4-24-20 Rec'd. By ma
Trakit #: LCOA20-00004
LCPR20-00002

I am applying for a:

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

A. General Information:

Name: Craig Cerbins Occupation: Commercial Banker
Phone-Home: (262) 777-1453 Phone-Work: (414) 255-1003
Spouse's Name: Megan Cerbins Occupation: Teacher
Phone-Work: _____ E-mail: ccerbins@gmail.com
Mailing Address: 304 E. College Ave., Waukesha, WI 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: _____
Address of Historic Property: 304 E. College Ave., Waukesha, WI 53186
Construction Date/Era: 1928
Architectural Style: Georgian Revival
Historic Background (Brief): Built in 1928 - designed by Leinhardt & Guthrie.

Have there been any recent alterations or repairs? ___ Yes X No

Describe alterations/repairs:

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? replacement
 Soffits, Fascia, Downspouts fascia, Downspouts
 Eaves, Gutters replace gutters
 Shingle type/style/color Asphalt CertainTeed Colonial slate

Chimney(s): Repair or replacement? _____
 Flashing _____
 Tuckpointing _____

Siding: Repair or replacement? _____
 Paint Colors, Materials _____
 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 _____

Tear off existing roof down to deck. Replace any deteriorated wood decking. Install new CertainTeed Colonial slate color shingles (from the landmark color palette). Install new flashing by chimney and sewer pipe.

Remove existing gutter system. Install new 5" seamless aluminum gutters (white) and 4" downspouts in the existing locations.

Work to be completed by Infinity Exterior

Estimated start date: 6/1/2020

Estimated completion date: 6/30/2020

I/We intend/have already applied for the state's preservation tax credits: ☒ Yes ☐ No

Status: pending

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

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

Two new windows in kitchen facing front of house

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

☒ No ☐ Yes If yes, please describe:

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:

\$15,600 - estimate attached

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: Craig Carter Date: 4/23/2020

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: _____

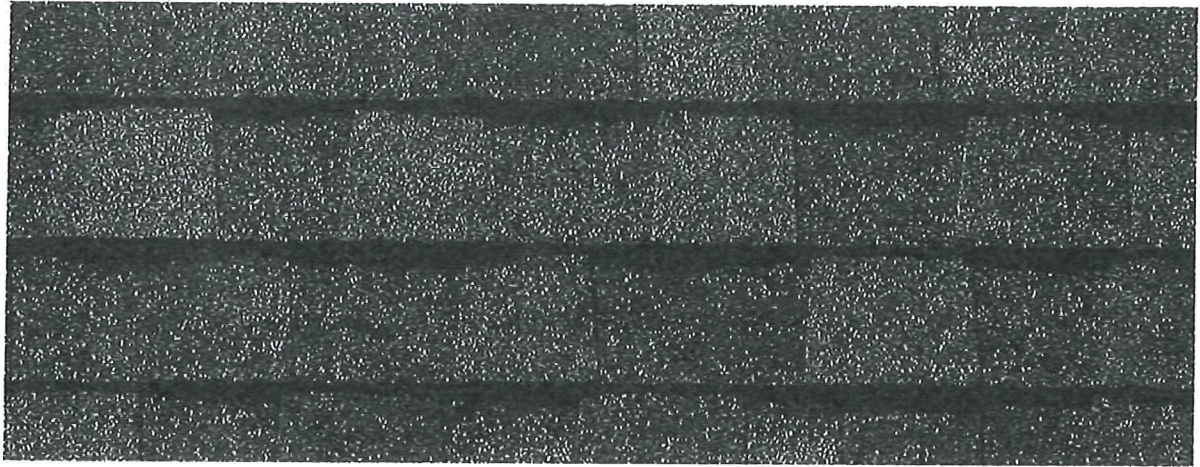
Comments: _____

EXHIBIT A:

The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 Standards for Rehabilitation

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 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.





"Celebrating 22 years of award winning customer service"

Warrantied - Guaranteed - Quality

PREPARED FOR: Craig's Megan Cebins Date: 4-22-2020
304 E College Ave
Waukesha WI 53186 Project # _____

PROJECT DESCRIPTION:

1. Roofing Scope of Work: Circle one: HOUSE / GARAGE / BOTH

☒ Secure all necessary permits for construction

☒ Tear-off all areas of existing roofing material down to the wood deck below. Dispose of debris off site while exceeding all OSHA requirements for worker and pedestrian safety. Infinity Exteriors LLC will provide waste removal services. All asphalt shingles will be recycled and not sent to the landfill. Container will be placed in: Driveway / Street / Alley

☒ Inspect all decking and remove/replace any deteriorated wood decking at a rate of \$4 per linear feet of roof boards and \$58 per sheet of OSB. Included in this bid is the replacement of up to 50 linear feet of roof deck or 3 sheets (4x8) of OSB at NO CHARGE. Complete Re-deck Included - YES / NO

☒ Furnish and install 6 ft Ice and Water barrier. Ice and Water barrier will also be installed under all valley metal and around all roof penetrations. Ice behind gutters - Add: \$ _____

☒ Furnish and install heavy asphalt saturated roofer's underlayment. Upgrade to Full Synthetic underlayment Yes / No

☒ Furnish and install new starter shingles on all gutter edges and rake edges for higher wind warranty.

☒ ~~None~~ Furnish and install new d-style metal edging on all gable ends. Color: _____

☐ Furnish and install new prefinished "W" style valley metal Circle one: Black / Brown / Grey / Weathered wood

☒ Furnish and install new sewer vent pipe flashings. Lead # 1 PVC # _____

☐ Furnish and install _____ new 4in Broan bath vents and _____ new Broan kitchen exhaust vents

Provide ducting for 4in Broan vent (Insulated) - Yes / No

☒ Furnish and install new shingles of your choice (options below) in Colonial Style Color. All shingles will be installed in accordance with Manufacturer installation instructions

☒ Furnish and install new matching cap shingles

☒ Furnish and install 4 new "550" style vents - or - 35 ft of Ridge Venting

☒ Custom bend and install 1 new two-piece chimney flashing - Cut into brick

☒ Furnish and install Asph/Flt 70ft (4x16) / (8x16) / ~~Edge Vent~~ intake vents

☐ Install _____ ft of 4" x 5/4 LP Smart trim at roof to wall intersections. **Cost not included below \$ _____



"Celebrating 22 years of award winning customer service"

Warrantied - Guaranteed - Quality _____

Gutter Scope of Work: Circle one: HOUSE GARAGE / BOTH

- ☒ Remove and dispose of existing gutter system
- ☒ Install new 3 inch Seamless aluminum gutters with screws
- ☒ Install new large 4 inch downspouts in existing locations unless otherwise noted
- ☐ Install new _____ advanced gutter protection system \$ _____ Int. _____

Cost \$ 2,087 - Int. one

White

Soffit and Fascia Scope of Work:

- ☐ Furnish and Install new triple 4in aluminum soffit panel and custom bent fascia metal
-Upgrade to continuously vented hidden soffit panel ADD:\$ _____ Int. _____
- ☐ Wrap garage door in new aluminum cladding
- ☐ Wrap windows with new aluminum cladding
- ☐ Install new LP trim
- ☐ Other: _____

Cost \$ _____ Int. _____

STANDARD

Owens Corning Oakridge

- Lifetime Limited Warranty
- 2pc fiberglass laminated shingle
- 110 MPH wind resistance
- Install starter shingle on all gables
- 215lbs per square
- 10yr algae resistant

\$ 13,155

Initial for this system _____

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
- Replace all roof to wall flashings
- Install starter shingle on all gables
- 130MPH wind warranty
- 250lbs per square
- 15yr Algae warranty

\$ 13,908

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
- Replace all roof to wall flashings
- Install starter shingle on all gables
- Install new gutter apron
- 235lbs per square
- 10yr algae warranty

\$ 13,500 -

Initial for this system one



"Celebrating 22 years of award winning customer service"

Warrantied - Guaranteed - Quality

Addendum Notes:

needs to get approval from the state

① Pumpster on drive

② Counter Flash All Areas where roof meets the house

③ Replace Head Flashings Green coal / Redwood coal flashing

④ Furnish & Install EPDM Flat Roof on Back Patio
Add Rail Area while working on Back on Flat Roof
use proper termination Bar * Add \$4500

LIFETIME WORKMANSHIP WARRANTY

Project Totals:

Roofing:	\$ 10,17,500	Siding:	\$
Gutters:	\$ 2,000	Windows:	\$
Insulation:	\$	Misc:	\$
Project Grand Total:	\$ 15,600		
Promotions (if available)	\$ All Available 600		
Total Project Investment	\$ 15,000-		
Down payments:	\$ 5,000-		

Balance Due Upon completion \$

(Payment Type: Check Finance / Credit Card)

(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 circled. This 4% discount will NOT be applied if Check is circled and payment is changed to 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 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 Craig Carl

date 4/24/2020

UC

date 4-25-2020



"Celebrating 22 years of award winning customer service"

Warrantied - Guaranteed - Quality

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. ccc

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. ccc

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. ccc

HOMEOWNER:

Authorized Signature: Craig Carl DATE: 9/12/2020

Acknowledgement of receiving "Right to Cure" pamphlet Int. ccc

CONTRACTOR: Infinity Exteriors LLC

Authorized Signature: [Signature] Title: Estimator



"Celebrating 22 years of award winning customer service"

Warrantied - Guaranteed - Quality

GENERAL CONDITIONS - Projected Start Date: June 2014 (If blank, estimated start date will be 8-12 weeks from selection of final color product colors and approval of window measurement.) Once started the project can take between 2-4 weeks for substantial completion unless otherwise noted here:

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. 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.

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



Warranted. Guaranteed. Quality

Roofing & Skylight Acknowledgement(s)

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

- ☐ **Skylight Installation:** Drywall damage (nail pops, torn paper, cracking) may occur and cannot be avoided depending on how the skylights were initially installed. A verbal explanation from your Infinity rep has taken place. Unless otherwise stated, Infinity is not responsible damage and interior trim or drywall repair may be necessary upon completion.
- ☒ **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
- ☒ **Patio furniture / Flower Pots etc:** Please have items moved to allow our installers to work 15-20' away from home minimum.
- ☒ **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:** If your roof currently has cedar shake and multiple asphalt layers on it. You **WILL** see a **LARGE** gap between the new shingles and the siding on the areas where the roof meets the wall.

Homeowner:

Date:

7/22/2020

Representative:

Date:

7-22-2020