

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

Date: August 24, 2022
Updated April 26, 2023

CATHY DAVID
2212 EAST KENILWORTH PLACE
MILWAUKEE, WI 53202
414-359-7223
CATHY.DAVID@FISGLOBAL.COM

RE: CONTRACT TO RE-BUILD APPROX. 75 LINEAL FEET OF YANKEE/BUILT IN GUTTERS LOCATED ON THE HOUSE AT: 2212 EAST KENILWORTH PLACE, MILWAUKEE, WI, 53202

Dear Cathy and Edward,

In accordance with your request, we have inspected the above-mentioned roof and are pleased to submit our proposal as outlined below:

ANALYSIS:

- The existing built-in gutters consist of galvanized steel.
- The built-in gutters have been unsuccessfully repaired over the years.



- The trim and crown molding is deteriorating and needs replacement. We will provide a reference to AI from Olde World Restoration.
- The rubber roofing adjacent to the built-in gutters needs replacement due to improper installation.



NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

- The steel cap along the east side of the house is badly corroded and needs replacement.



- The rubber roof adjacent to the steel cap is leaking due to poor installation.



- The front porch caps are in poor condition and need replacement.
- Also, the front porch on the west side with the tin floor/roof needs to be re-coated. We recommend Tom from Pro-Tech. (262)770-9346

GENERAL NOTES:

1. This work will be performed by employees of Noffke Roofing Co., LLC. No subcontractors will be utilized for roofing labor on this project.
2. We perform pre-employment drug testing, and we enforce a substance abuse policy, ensuring our employees are going to perform your job safely and completed with quality workmanship.
3. **Property protection and safety:** Our team and our customer's safety are very important to us on every type of project, no matter how big or small. We will provide the necessary fall protection and safety equipment along with the necessary objects to help keep the property and landscaping protected during the project as best we can. We will make special arrangements upon the customer's request for personal property concerns.
4. **The Noffke Standard - Quality Control:** Step by step quality assurance checklist of job completion by the superintendent.

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

5. **Professional Project Management:** Project superintendent and salesman to assure material order and confirm scope of work; Project review pre-construction meetings held; job order processing; quality control inspections, pre-job, in-process, and post-job customer support.
6. **Proper Insurance:** Noffke Roofing will provide proper insurance certificate and affiliates contact information.
7. We at Noffke Roofing, take great pride in our safety, quality, and production. We will provide you with experienced and knowledgeable roofing labor. In correlation with our first-rate workmanship, we prefer to use industry stated, high-quality materials.
8. Noffke Roofing Co., LLC and its staff has on-going OSHA certified training courses and is in full compliance with the local, state, and federal safety standards. Particular attention is paid to the OSHA fall safety standards (sec. 1926.500 subpart M).
9. Noffke Roofing is a CertainTeed, Certified, SELECT Shingle Master Contractor. Select Shingle Master is the highest level of certification bestowed by CertainTeed, and represents the highest standards of excellence, quality and knowledge in the shingle roofing industry. Our shingle roofs will be installed by a fully credentialed workforce, consisting of MSA-qualified roofers, and supervisors.

PROJECT NOTES:

10. We will likely require a large portion of the parking lot for the duration of the roofing project.
11. Our work area on the ground may be flagged off during this re-roofing project.
12. We may have a **crane on site** for the removal and lowering of the roofing material.
13. We will provide plywood for the dumpsters to rest on. This will reduce the direct impact of the dumpsters on the driveways or lawn.
14. Tarps may be draped from the gutter to the ground to protect the siding from sustaining damage due to falling debris.
15. We may have a **roof buggy** (mobile dumpster container) on site during this roofing project. This roof buggy lifts up to the roof to reduce the falling debris and help avoid damage to your siding and landscaping.
16. Instead of dropping all of the debris from the roof to the ground, we may use a large gas powered mobile dumpster container that lifts up to the roof, to avoid damage to your siding and landscaping.



17. A portable restroom may be on site for the duration of this roof project.
18. All debris will be cleaned from the roof and premises at the completion of every workday.
19. We will utilize **Personal Fall Arrest Systems** during this re-roofing project.
20. We will rent a telescopic manlift to safely access the gutter areas of the residence.

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

SCOPE OF WORK:

21. We will remove the perimeter edge metal from the roof and premises.
22. We will furnish and install approx. 75' of new, 20oz. copper built-in gutters in the following locations.



23. All joints, seams and miters will be cleaned, fluxed, and soldered with a 50/50 tin/lead solder.

24. If any deterioration is found and requires replacement, we will temporarily watertight as necessary and do this work on a time and material basis of \$95.00 per man-hour worked, plus our material cost marked up 10%. Total cost of this work will not exceed \$950.00 without the owner's written consent. NOTE: Photographs will be taken of the defective areas if replacement is necessary.

25. We will furnish and install one layer of GRACE HT (HIGH TEMP) ice and water shield to completely cover the entire roof area and built-in gutter area prior to the shingle installation. NOTE: Grace HT is designed specifically for areas that will require soldering. This ice shield has a higher melting point than standard ice and water shield and should be used for long term performance.



26. We will furnish and install one layer of ice and water shield to completely cover the entire roof area prior to the shingle installation.

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

27. At the roof to wall transitions and from gutter to wall transitions, we will remove cedar shake siding, run new ice and water shield and or new. 20 oz. copper flashing incorporated into our new built-in gutters, in all locations. We will then install new cedar shake siding to match existing.



28. We are not responsible for any necessary painting of the new siding.

CLOSING NOTES:

50. We will obtain and display the necessary permits for this roofing project. Any costs for these permits will be added to the total cost of the project.

51. Noffke Roofing will furnish and provide a warranty on this roof job against leakage for a period of five (5) years under normal conditions of wear, tear and weather from the completion date of the job. This warranty covers the repair of workmanship only. We will not be liable for any consequent or subsequent damage to this building, its contents and inhabitants, or components of its roof structure.

TOTAL COST OF JOB...\$35,481.00 - A 10% DOWN PAYMENT IS REQUESTED UPON ACCEPTANCE OF THIS CONTRACT, 40% DUE UPON START OF JOB, AND BALANCE DUE WITHIN 10 DAYS AFTER THE COMPLETION OF JOB. (This price is valid for 15 days from contract date)

Past Due Accounts to bear interest @ 12% per annum.

NOTE: The costs of any necessary permits will be added to the final invoice.

We accept only cash or check for payments

Please sign here to accept this contract and the terms and conditions included on page TC-1.

Signature Edward David Title _____ Date 5/20/2023

Signature of owner or responsible person in charge

If you have any questions, please feel free to contact me at 262-242-5320.
Thank you for the opportunity to submit this quotation.

Yours truly,
Noffke Roofing Co., LLC

KEN JOHNSON
KJ/kd
David-Gutters.Doc

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

PAGE TC-1

TERMS AND CONDITIONS

The Noffke Roofing Co., LLC (hereafter referred to as NRC) proposal and the acceptance thereof, are subject to the terms and conditions listed below:

CUSTOMER RIGHT TO CANCEL: In writing to NRC before midnight of the 3rd business day of acceptance date. Cancellation after the grace period will result in a 25% fee of the agreed price.

DEFAULT: All payments delinquent more than (30) thirty days shall be charged interest at the rate of 1% per month. In addition, in the event of non-payment for any of the labor and materials set forth herein, the undersigned agrees to pay all costs of collection litigation expenses and reasonable attorney fees of NRC in pursuing collection of the amount owed. All returned checks are subject to a \$25 service fee.

LIEN RIGHTS: As required by the Wisconsin Construction Lien Law, NRC 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 buildings if not paid. Those entitled to lien rights are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish the material and labor. Owner should give a copy of any notice received to its mortgage lender, if any. NRC agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

ARBITRATION: If a dispute shall arise between NRC and owner with respect to any matter or questions arising out of or relating to this agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the construction industry. Arbitration rules of the American Arbitration Association or through such arbitration procedure as the parties may agree. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The awarded rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any legal claim against NRC, including a claim alleging any breach of this contract or negligence by NRC must be initiated no later than two (2) years after NRC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of NRC.

INSURANCE AND ADDITIONAL INSURED: NRC, LLC shall purchase and maintain workers compensation insurance with respect to the work to be provided herein. The owner shall purchase and maintain insurance which shall include the interests of NRC insuring against wind driven rain, fire, tornado, windstorm, or other perils, extended coverage, vandalism, theft, and malicious mischief. If owner requires and NRC agrees to name owner or others as an additional insured on NRC liability insurance policy, owner and NRC agree that the naming of owner or other parties as additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of NRC and is not intended to make NRC insurer liable for claims that are due to the fault of the additional insured.

JOB CONDITIONS: NRC shall be provided with direct access to the work site of the passage of trucks and materials and direct access to the roof. NRC shall not be required to begin work until the underlying areas are ready and acceptable to receive NRC's work and sufficient areas of the roof deck are available and free from water, snow, dirt or debris to allow continuous full operation. Delay costs as a result of the job site not being ready after NRC has been notified to proceed will be charged as an extra. Owner warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations NRC does not provide engineering, consulting or architectural services. It is the owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. NRC is not responsible for structural or integrity design, or for location of roof drains, deck deflections, adequacy of drainage or ponding on the roof.

EXISTING ROOF & SITE CONDITIONS: NRC is not responsible for pre-existing construction deficiencies. Such deficiencies include but are not limited to skylight flashings and seals, all existing metal flashings by others, HVAC—vent flashings and seals, antennas, satellite dishes, or chimneys. NRC is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by NRC and is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because NRC started work on the building. NRC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions unless specifically covered in the scope of work. The raising of any mechanical equipment on the roof that may be necessary for NRC to perform the roofing work shall be performed by others or treated as an extra.

INTERIOR PROTECTION: Owner acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Owner agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Owner shall notify occupant and tenants of re-roofing and the need to provide protection underneath areas being re-roofed. NRC shall not be responsible for disturbance, damage, clean up, or loss to interior property that owner did not remove or protect prior to commencement of roofing operations. Owner agrees to hold harmless NRC from claims of tenant who were not so notified and did not provide protection.

FUMES AND EMISSIONS: Owner is aware that roofing products emit fumes, vapors and odors during the application process and noise will be generated as part of the roofing operations to be performed by NRC. Owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vent, windows, doors, and other openings to prevent fumes and odor from entering the building. Owner shall hold NRC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

ELECTRICAL CONDUIT: NRC's price is based upon there not being electrical or other conduit or other materials embedded within the roof assembly or directly affixed to the underside of the roof deck unless expressly identified on the face of this proposal. Owner will indemnify NRC from any personal injury, damage, claim, loss or expense resulting from the presence of conduit, shall render the conduit harmless so as to avoid injury to NRC's personnel, and shall compensate NRC for additional time, labor, and expenses resulting from the presence of such materials.

MOLD: NRC and owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to NRC if owner believes there are roof leaks, to correct the condition. Upon receiving notice, NRC will make repairs promptly so that roof leaks are not a source of moisture. NRC is not responsible for indoor air quality, mold, mildew, or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify NRC from claims due to poor indoor quality and resulting from a failure by owner to maintain the interior of the building in a manner to avoid growth of mold.

ASBESTOS: This proposal and contract is based upon the work to be performed by NRC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. NRC is not responsible for expenses, claims, or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic materials. In the event asbestos or toxic materials are encountered, NRC shall be entitled to reasonable compensation of all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

CHANGES & MATERIALS: Will be presented in writing. Any alteration or deviation involving extra costs of material or labor will become an extra charge over the sum mentioned in this contract. Any penetrations through the roofing, or work required to replace rotten or missing wood or any deterioration shall be done on a labor and material as an extra unless specifically included in the scope of work. Any changes to material by the customer (brand, style, color, etc.) after said material has been delivered or is in route to the customer will result in a 20% restock fee based on the replacement cost of said materials. Asphalt, steel products, fuel, insulation, and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of NRC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost of NRC upon submittal of written documentation and advance notice to customer. NRC is not responsible for the actual verification of technical specifications of product manufacturer's (i.e. R-value or ASTM or UL) compliance, but rather the materials used are represented as such by the material manufacturer. NRC accepts no liability for recommendations on material type or roofing assembly as specified. In the case of material failure or material defect, contact the manufacturer immediately.

JOB COMPLETION, DAMAGES & DELAYS: NRC is not responsible for damage done to NRC's work by others. Any repairing of the same by NRC will be charged at regular scheduled rates over and above the amount of this proposal. NRC shall not be responsible for the loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, NRC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work. NRC will not be responsible for slight scratching or denting of gutters, downspouts, existing siding and windows, etc., oil droplets in driveways, hairline fractures in concrete or blacktop drives and walks, or damage to plants or shrubbery. If contractor causes excessive damage, contractor will repair or replace damaged area only at contractor's expense. Costs of damages are not to exceed the price of the signed contract.

WARRANTY: NRC is not responsible for ice dams (thawing and refreezing of ice, water, or snow), damage caused by ice damming (cracked or frozen drains, scuppers, pipes), falling snow or ice (detached gutters, downspouts, and heating cables) or any other damage on or below the roof line due to leaks by excessive snow, wind or wind-driven rain, ice or hail during the period of the warranty. Excessive wind is considered 50 miles per hour or greater. The acceptance of this proposal by the customer signifies his agreement that this warranty shall be and is the exclusive remedy against NRC for all defects in workmanship furnished by NRC. A manufacturer's warranty shall be furnished to owner if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defect in the materials furnished pursuant to this contract, owner shall have recourse only against the manufacturer of such material. In the event of a warranty repair, Noffke Roofing is not responsible for any interior damage incurred. Non-warranty work is subject to a service charge and hourly fees plus material cost at the going rate at the time of the call.