



CITY OF MILWAUKEE
OFFICE OF THE CITY CLERK

Friday, February 23, 2018

COMMITTEE MEETING NOTICE

SONYA L ANGELES

3739 S 15TH PI

MILWAUKEE, WI 53221

You are requested to attend a hearing which is to be held in Room 301-B, Third Floor, City Hall on:

Tuesday, March 06, 2018 at 01:00 PM

Regarding: Your Class D Operator's License Renewal Application.

There is a possibility that your application may be denied for one or more of the following reasons: See attached police report.

Notice for applicants with warrants or unpaid fines: Proof of warrant satisfaction or payment of fines must be submitted at the hearing on the above date and time. Failure to comply with this requirement may result in a delay of the granting/denial of your application.

Failure to appear at this meeting may result in the denial of your license. Individual applicants must appear only in person or by an attorney. Corporate or Limited Liability applicants must appear only by the agent designated on the application or by an attorney. Partnership applicants must appear by a partner listed on the application or by an attorney. If you wish to do so and at your own expense, you may be accompanied by an attorney of your choosing to represent you at this hearing.

You will be given an opportunity to speak on behalf of the application and to respond and challenge any charges or reasons given for the denial. No petitions can be accepted by the committee, unless the people who signed the petition are present at the committee hearing and willing to testify. You may present witnesses under oath and you may also confront and cross-examine opposing witnesses under oath. If you have difficulty with the English language, you should bring an interpreter with you, at your expense, so that you can answer questions and participate in your hearing.

You may examine the application file at this office during regular business hours prior to the hearing date. Inquiries regarding this matter may be directed to the person whose signature appears below.

Limited parking for persons attending meetings in City Hall is available at reduced rates (5 hour limit) at the Milwaukee Center on the southwest corner of East Kilbourn and North Water Street. Parking tickets must be validated in the first floor information booth in City Hall.

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Council Services Division ADA Coordinator at (414) 286-2998, Fax - (414) 286-3456, TDD - (414) 286-2025.

JIM OWCZARSKI, CITY CLERK

BY: _____

Jessica Celella
License Division Manager

If you have questions regarding this notice, please contact the License Division at (414) 286-2238.

MILWAUKEE POLICE DEPARTMENT LICENSING

CRIMINAL RECORD/ORDINANCE VIOLATION/INCIDENTS SYNOPSIS

DATE: 01/19/18
LICENSE TYPE: BART
NEW:
RENEWAL:

No. 268794
Application Date:

License Location:
Business Name:

Licensee/Applicant: Angeles, Sonya L
(Last Name, First Name, MI)
Date of Birth: 07/24/76

Home Address: 3739 S 15th Place
City: Milwaukee State: Wi Zip Code: 53221
Home Phone:

This report is written by Police Officer KUKOWSKI, assigned to the License Investigation Unit, Days.
The Milwaukee Police Department's investigation regarding this application revealed the following:

1. On 01/13/16, applicant was convicted of IC in Milwaukee County. Her license was revoked for one year. On 10/17/17, applicant was convicted of OWI. Her license was revoked for 6 months.
2. Applicant has the following traffic citations that are past due:

16055267	\$124.00	Due on 12/26/16
16055268	\$98.80	Due on 12/26/16



CITY OF MILWAUKEE
OFFICE OF THE CITY CLERK

Friday, February 23, 2018

COMMITTEE MEETING NOTICE

Tiffany R Earley

2520A N MURRAY Av

Milwaukee, WI 53211

You are requested to attend a hearing which is to be held in Room 301-B, Third Floor, City Hall on:

Tuesday, March 06, 2018 at 01:00 PM

Regarding: Your Class B Manager's License Application.

There is a possibility that your application may be denied for one or more of the following reasons: See attached police report.

Notice for applicants with warrants or unpaid fines: Proof of warrant satisfaction or payment of fines must be submitted at the hearing on the above date and time. Failure to comply with this requirement may result in a delay of the granting/denial of your application.

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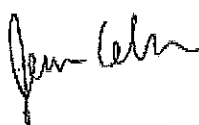
You may examine the application file at this office during regular business hours prior to the hearing date. Inquiries regarding this matter may be directed to the person whose signature appears below.

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JIM OWCZARSKI, CITY CLERK

BY: _____


Jessica Celella
License Division Manager

If you have questions regarding this notice, please contact the License Division at (414) 286-2238.

MILWAUKEE POLICE DEPARTMENT LICENSING

CRIMINAL RECORD/ORDINANCE VIOLATION/INCIDENTS SYNOPSIS

DATE: 02/06/18
LICENSE TYPE: BART
NEW:
RENEWAL:

No. 269063
Application Date:

License Location:
Business Name:

Licensee/Applicant: Earley, Tiffany R
(Last Name, First Name, MI)
Date of Birth: 08/13/89

Home Address: 2520A N Murray Avenue
City: Milwaukee State: WI Zip Code: 53211
Home Phone:

This report is written by Police Officer KUKOWSKI, assigned to the License Investigation Unit, Days.

The Milwaukee Police Department's investigation regarding this application revealed the following:

1. On 07/27/09, applicant was convicted of OWI in Marinette County. Her license was revoked for 7 months.
2. On 05/01/12, applicant was convicted of OWI in Brown County. Her license was revoked for 15 months + 60 days.



CITY OF MILWAUKEE
OFFICE OF THE CITY CLERK

Friday, February 23, 2018

AD 06

COMMITTEE MEETING NOTICE

ARMSTRONG, Lorian O, Agent
Armstrong General Contracting, LLC
1011 W Somers St

Milwaukee, WI 53205

You are requested to attend a hearing which is to be held in Room 301-B, Third Floor, City Hall on:

Tuesday, March 06, 2018 at 01:00 PM

Regarding: Your Home Improvement Contractor's License Renewal Application as agent for "Armstrong General Contracting, LLC" for "Armstrong General Contracting" at 1011 W Somers St.

There is a possibility that your application may be denied for one or more of the following reasons: Objections to the granting of such a license due to the operation as a Home Improvement Contractor in the city of Milwaukee without the required licenses, alleged violations and prohibited practices of the Milwaukee Code of Ordinances (MCO) 95-14, the applicant's failure to act in accordance with MCO 95-14, the inability of the applicant to substantially understand the required business regulations set forth in MCO 95-14, whether the applicant has been issued a warning letter or had the imposition of administrative sanctions by the Wisconsin Department of Agriculture, Trade and Consumer Protection, whether a judgment has been rendered against the applicant by any court of competent jurisdiction regarding violations of ordinances of the city or laws of the state of Wisconsin the nature of which substantially relate to the particular activity for which the license is issued, or a judgment has been rendered against the applicant regarding improper work, and other factors which relate to the health, safety and welfare of the public.

Notice for applicants with warrants or unpaid fines:

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Failure to appear at this meeting may result in the denial of your license. Individual applicants must appear only in person or by an attorney. Corporate or Limited Liability applicants must appear only by the agent designated on the application or by an attorney. Partnership applicants must appear by a partner listed on the application or by an attorney. If you wish to do so and at your own expense, you may be accompanied by an attorney of your choosing to represent you at this hearing.

You will be given an opportunity to speak on behalf of the application and to respond and challenge any charges or reasons given for the denial. No petitions can be accepted by the committee, unless the people who signed the petition are present at the committee hearing and willing to testify. You may present witnesses under oath and you may also confront and cross-examine opposing witnesses under oath. If you have difficulty with the English language, you should bring an interpreter with you, at your expense, so that you can answer questions and participate in your hearing.

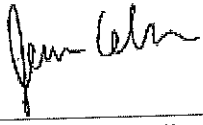
You may examine the application file at this office during regular business hours prior to the hearing date. Inquiries regarding this matter may be directed to the person whose signature appears below.

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JIM OW CZARSKI, CITY CLERK

BY: _____


Jessica Celella
License Division Manager

If you have questions regarding this notice, please contact the License Division at (414) 286-2238.

200 E. Wells Street, Room 105, City Hall, Milwaukee, WI 53202. www.milwaukee.gov/license
Phone: (414) 286-2238 Fax: (414) 286-3057 Email Address: License@milwaukee.gov

REDACTED RECORD

Schafer, Nathan

From: Celella, Jessica
Sent: Thursday, December 21, 2017 9:32 AM
To: Schafer, Nathan
Cc: Byrd, Yashica
Subject: FW: 3114 W. Juneau_ Contractor dispute with Armstrong Contracting

Please add as objection

From: Bauman, Robert
Sent: Wednesday, December 20, 2017 9:01 PM
To:
Cc: Celella, Jessica; LaPierre, Yves; Kilmer, Larry; Askin, Tim
Subject: RE: 3114 W. Juneau_ Contractor dispute with Armstrong Contracting

Very sorry to hear this. I believe Anderson is licensed by the city as a home improvement contractor so we can enter a complaint in the file and there will be hearing at renewal time. Beyond that this is basically a private legal dispute but I will definitely put our contracting people and historic preservation people on notice about this situation. It does not sound good to me. We will explore delisting Anderson as an eligible contractor for city work and HPC can stop referring him to other home owners. But these actions will not help your situation directly.

Anderson appears to have a good record with the city, but the city has strong bargaining power. We have pretty detailed specifications, require performance bonds and hold back a percentage of the price until the city accepts the job. The city also offers the prospect of additional jobs so contractors are generally compliant. On the other hand, these contracting requirements often inflate the price over what a private owner would pay for the same work.

Sent from [Mail](#) for Windows 10

From:
Sent: Wednesday, December 20, 2017 5:58 PM
To: [Bauman, Robert](#)
Subject: 3114 W. Juneau_ Contractor dispute with Armstrong Contracting

Alderman Bauman,

It was nice talking with you at the GSPNA Christmas party. I'm reaching out to you because frankly it's my last avenue of recourse. I apologize for the length of the email.

I've been working with Armstrong General Contracting over the last year, restoring the exterior of our house including a complete porch restoration. I basically had to take a loan from my 401k to pay for most of it, since my home value has dropped so low. But my house couldn't afford to weather another season with a leaky roof and years of exposed and peeling paint. I'm investing \$60,000 in our house, and financially it doesn't make sense, but I love our house.

In September, we had a dispute over Change Orders which he stopped all work unless I paid him in full for another \$16,000 for "work" he performed...it was a complete surprise to me since it was the first time he mentioned additional money with me. It felt like extortion. He claims that just "talking" about something constituted a verbal approval for the change order, which I completely disagree with, part of his contract terms even disputes that. Nothing in our conversation before that time was about price, or him warning me that the direction I was giving was "extra". He's now threatening me with a Construction Lien.

After looking at the Change Order work, in my estimation he basically charged me twice as much it should have cost for the work in which he billed me T & M. I feel he was probably losing money, and needed to re-coup additional costs. He also claims to have done more work than he actually did in terms of Percent Complete.

Lastly, in the last month or so, I've discovered that the front porch framing/ footings weren't inspected by the building inspector and when Paul Gurda stopped by, he said that the framing wasn't code-compliant and needed additional footings! I also discovered the porch rubber roof he installed is completely wrong, according to the manufacturers installation details, and needs to be torn-off and re-done. That work is about \$5-6,000. And I'll have to re-do all of his painting since it's been exposed for 2 winters now with only primer on because he was so slow in finishing the work.

I know that Armstrong General Contracting does a lot of work with the City in restoring foreclosure houses, especially in CSPNA and Concordia. I know he has told me in the past about all of the change orders he sent on city projects...my fear is that he did the same with me. Is there any pressure we can put on him from a license standpoint or complaint standpoint, or any other avenue I'm not aware of? I feel so helpless and taken advantage of and feel that I can't hold him accountable for his actions.

If he did this to me, and I'm a licensed Architect, I'm confident he's done this to others. He has a good carpenter, Tom, but his business practices are shady and unprofessional based on my experience.

Any advice or help would be appreciated. I just can't afford to go to Arbitration and risk exorbitant legal fees.

Sincerely,

REDACTED RECORD

414-



February 9, 2018

Via E-mail

Jessica Celella
Alderman T. Anthony Zielinski
Alderman Jim Bohl
Alderman Cavalier Johnson
Alderman Nicholas Kovac
Alderman Khalif Rainey

Re: Home Improvement Contractor License: Armstrong General Contracting, LLC
Response to Complaint of Tim Scanley

Dear Aldermans Zielinski, Bohl, Johnson, Kovac, and Rainey:

On behalf of my client, Armstrong General Contracting, LLC ("Armstrong") I am responding to the December 20, 2017 complaint made by Tim Scanley through Alderman Robert Bauman, regarding a project at 3114 W. Juneau Ave.

Pursuant to the enclosed Settlement and Contract Termination Agreement (Ex. A) made effective as of December 22, 2017, Mr. Scanley fully settled the dispute with Armstrong. As part of the Settlement, Mr. Scanley agreed to "withdraw, waive, release, and discharge" Armstrong from all claims and disputes regarding the Project.

The Settlement was the result of extensive negotiations between the parties' legal counsel and a final offer made by Armstrong on December 19 that substantially compromised the balance Armstrong was owed on the Project simply to resolve the project and part ways. (Ex. J) Mr. Scanley accepted this offer with additional conditions regarding final exchange of paperwork and materials, by e-mail from Mr. Scanley on December 21.

Knowing that he would be accepting the offer the next day, on December 20 Mr. Scanley chose to make one last parting swipe at Armstrong by sending this completely one-sided and seriously misleading complaint to Ald. Bauman, replete with incomplete and false facts.

The now resolved dispute between the parties arose out of two contracts (Ex. B) between Armstrong and Mr. Scanley for work on Mr. Scanley's home at 3114 W. Juneau Ave. Prior to the Project, Nick Armstrong (Vice President of Armstrong) and Mr. Scanley were personal

1011 N. Mayfair Road | Suite 204 | Wauwatosa, WI 53226
T (414) 727-6250 | F (414) 727-6247
www.hurtadozimmerman.com

friends and had been involved in the same competitive mountain biking club.

Although the two contracts for the Project identify set work scope for each of the two phases of work that was to be performed, almost immediately after work started on the home, Mr. Scanley began making numerous changes to the work specifications as well as redirecting the means and methods for Armstrong's work. On a number of occasions Mr. Scanley re-directed Armstrong's laborers on the site to stop work in areas and begin work in others. Mr. Scanley on numerous occasions changed the sequence of work. (See Ex. C & D). While some of the changes may have seemed relatively minor, the overall impact was significant. As a professional architect responsible for administration of large construction projects, Mr. Scanley was undoubtedly aware of the impacts of re-direction and re-sequencing of work. Armstrong's crews had to stop what they were doing, undo work, and often start over to accommodate ongoing changes.

In particular, Mr. Scanley directed that for the front deck Armstrong was to perform "6-point" priming to cover every surface, and a process where Armstrong was to coat with linseed oil, wait to dry, prime, and then paint. (Ex. E). None of this work was part of the contracts, which Mr. Scanley has repeatedly acknowledged.

Mr. Scanley's complaint that it was a complete surprise to him that there was additional cost involved with the additional work he directed is an outright lie. As a practicing architect Mr. Scanley was fully aware that what he was asking for was not part of the contract and Armstrong was proceeding on a time and materials bases. He directed that the work proceed anyway, and without ever requesting a bid or estimate for this work. This was confirmed by Mr. Scanley himself in an e-mail (Ex. F):

Let me start by saying I believe you should be fairly compensated for the work you have done or the work beyond the original scope of work. A job of this complexity will have unforeseen issues or changes to the scope along the way. It was never my intention of asking you to perform free work or to take advantage of our relationship.

While Mr. Scanley claims that Armstrong stopped work in an effort of "extortion" Armstrong simply requested that Mr. Scanley pay for the charges he had incurred. When Mr. Scanley received the bill, he attempted every means possible to avoid having to pay for the full cost of his requested extras. The change order (Ex. G.) documented the number of hours incurred in the activity. After the fact, with the additional work performed and value received by Mr. Scanley, he chose then to dispute the amount of work.

After disputing the charges, at a site meeting on October 10, 2017, Mr. Scanley and Mr. Armstrong discussed the outstanding charges and a compromised reduction, with Mr. Scanley agreeing to a payment of \$14,000 for the change order, and saying that only needed to discuss with his wife. Following what Mr. Armstrong believed to be a resolution of the disputed change order, Mr. Scanley sent a letter stating that he would only "resume discussion over resolving these Change Orders after the contracted work is completed." (Ex. H)As confirmed by Mr. Scanley himself, he had agreed he did owe Armstrong for the work, but rather than even paying the amount he believed was fully owed Armstrong, he

chose to refuse payment altogether, using that as leverage to get Armstrong to perform yet more work on his home.

Armstrong responded addressing the numerous inaccuracies with Mr. Scanley's letter (Ex. I).

On November 3, 2017, Attorney John B. Tuffnell provided notice of his representation of Mr. Scanley regarding the dispute. As counsel for Armstrong, I also became involved and had numerous discussions with Attorney Tuffnell. Negotiations continued through counsel of the disputed amount, with the parties agreeing that a termination of the contracts was best for both sides. Therefore, the last issue left to resolve was the balance that Mr. Scanley owed for the work that was performed.

On December 19, 2017, following back and forth communications, Armstrong submitted an offer to settle the dispute by compromising the total of \$17,955.14 owed under the contract and change orders, for a final settlement payment by Mr. Scanley's of \$10,500 (Ex. J).

On December 21, 2017, Mr. Scanley wrote back stating his agreement to the \$10,500 with a few additional minor considerations for exchange of paperwork and materials (Ex. J).

Apparently, between receipt of the offer of settlement on December 19, and Mr. Scanley's acceptance December 21, Mr. Scanley felt compelled to send the complaint on December 20. It is telling that in this long letter, Mr. Scanley does not once inform Ald. Bauman of his engagement of legal counsel, the pending settlement offer, or his acknowledgment that Armstrong was owed a substantial amount of money due to the changes he directed.

Mr. Scanley while complaining of the lack of additional footings identified by Paul Gurda, also neglects to tell Ald. Bauman of the fact that installation of additional footings was expressly excluded from Armstrong's contract and that Armstrong was not responsible for installing additional footings on the Project and all framing to be performed by Armstrong was by direction of Mr. Scanley to be reinstalled the same as the original construction.

Mr. Scanley does not report the fact that Armstrong had repeatedly offered to replace the rubber membrane roof on the property and reinstall, but Mr. Scanley refused to allow this work to proceed.

Mr. Scanley does not report the fact that the painting work was stopped at the express request of Mr. Scanley as he chose to re-sequence the order of work on the Project (Ex. C & D).

Mr. Scanley next tries to impugn Armstrong's integrity by alleging that Armstrong has overbilled change orders on City projects. Mr. Scanley claims this is based upon prior conversations with Mr. Armstrong, but this claim is a complete fabrication. Mr. Armstrong never told Mr. Scanley anything about change orders on city projects, and certainly has not submitted improper change orders. Mr. Scanley's lies are merely the final in his attempts to mislead the City and personally harm Mr. Armstrong.

Mr. Scanley admittedly uses these claims to try to interfere with Armstrong's licensure and to obstruct ability to obtain future work. The timing of this complaint makes clear that it was not submitted in any good faith attempt to resolve a complaint - Mr. Scanley had an offer from Armstrong the day before the complaint, and confirmed acceptance of that offer the day after. Despite receiving a substantial discount off his bill, Mr. Scanley still felt necessary to pursue a personal vendetta against Mr. Armstrong.

Armstrong is a small minority-woman owned business that started in 2014. Armstrong got its start performing projects for the City of Milwaukee NIDC program, and has completed over 350 projects in partnership with the City. In doing so, Armstrong has demonstrated its professionalism while performing projects for a diverse and challenging set of homeowners. Armstrong always seeks to act with integrity and honor with all of its contract obligations.

It is unfortunate that the project with Mr. Scanley was not a success, but as a small contractor Armstrong cannot afford to continue when it is not being paid. Mr. Scanley, as an experienced architect reviewing and managing construction projects, saw an opening to take advantage of Armstrong's size and experience to dupe Armstrong into performing work based on the personal relationship and verbal directives, knowing that he could force a discount when he got the bill. The dispute was a civil matter that does not The committee should disregard Mr. Scanley's complaint as the malicious retaliation.

Armstrong has not violated any of the regulations governing home improvement contractor licensing under 95-1-7, or otherwise, and requests that the committee recommend renewal of its license.

Armstrong appreciates the committee's consideration of this additional information and opportunity to address any additional matters at the hearing scheduled February 13, 2018.

Very truly yours,

HURTADO ZIMMERMAN SC
Counselors at Law



Brian R. Zimmerman

BRZ:arg
Enclosures

cc: Loriana and Nicholas Armstrong (via e-mail)
Alderman José G. Pérez (via e-mail)

EXHIBIT

A

SETTLEMENT AND CONTRACT TERMINATION AGREEMENT

This Settlement and Contract Termination Agreement ("Agreement") is made as of the 22nd day of December 2017 (the "Effective Date") between Armstrong General Contracting, LLC ("AGC") and Timothy D. Scanley and Michelle L. Scanley (together, "Scanley") (AGC and Scanley collectively, "Party" or "Parties").

Whereas Scanley is the owner of the property located at 3114 W Juneau Ave., Milwaukee, Wisconsin 53208 ("Property").

Whereas AGC and Scanley entered into certain agreements for AGC to perform work and supply materials for the improvements of the Property, including but not limited to a Construction Contract dated May 18, 2017 and Construction Contract dated September 26, 2017, and agreements for changes and extras to the respective Construction Contracts (collectively, the "Contracts").

Whereas certain disputes have arisen between the Parties with respect to the Contracts, including dispute as to amounts due under the Contracts, costs for extras or changes, work quality, code compliance, and completeness of work.

Whereas, in consideration of the terms and conditions of this Agreement, the Parties desire to terminate the Contracts and unconditionally cancel and mutually release each other from any and all contractual obligations and claims of any kind, related to or arising out of the Contracts or any work performed on the Property.

NOW, THEREFORE, the Parties, each having legal counsel and in consideration for the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

1. Settlement Exchanges:

- a. Materials: Within 5 days of the execution of this Agreement, and upon a date and time mutually agreeable to the Parties, Scanley shall retrieve the following from AGC's facility located at 1011 W. Somers Street, Milwaukee, WI:
 - i. Porch Materials: The porch materials purchased by AGC for use in the Property identified as Vintage Woodworks (balusters, top and bottom railings) and the (3) Fiberglass Columns from Worthington
 - ii. Crown Molding: The exterior custom crown molding wood and custom.
 - iii. Condition of the Porch Materials and Crown Molding: Materials are to be in good quality condition, and in the correct profiles and sizes as requested. Scanley may bring a representative/carpenter to assess the quality of the materials to ensure it has not been compromised. If the quality of the material is not acceptable or the quality has been compromised, Scanley may refuse all the material at which time this Agreement shall become null and void in its entirety.
- b. Upon acceptance of the condition of the Crown Molding and Porch Materials, the Parties shall immediately exchange the following:
 - i. Scanley shall deliver to AGC a check with immediately available funds in the amount of \$10,500 ("Settlement Payment").
 - ii. Upon receipt of the Settlement Payment, AGC shall deliver to Scanley (1) a full and final lien waiver for all work to date on the Property and (2) a completed IKO Limited Warranty Information for Asphalt Shingles form.

AGC
STORE AT AGC
IN WAREHOUSE TILL
APRIL 15, 2018

Timothy D. Scanley

2. Mutual Release. Upon completion of the Settlement Exchanges, the Parties hereby forever mutually withdraw, waive, release and discharge each other and all directors, officers, shareholders, employees, independent contractors, agents, attorneys, representatives, owners, members, managers, affiliated companies, parent entities, subsidiary companies, successors and assigns, and all other persons or entities associated with them in any manner, from any and all claims, demands, actions and causes of action, punitive damages, expenses, attorneys' fees, obligations, warranties, and liabilities of any kind whatsoever, whether in tort, contract, warranty, or otherwise at law, related to or arising out of: (1) any contract or agreement between the parties, including but not limited to the Contracts, (2) any work performed by AGC or any materials supplied by AGC to Scanley or any warranty by AGC for such work or materials, or (3) arising out of or related to any action or inaction occurring on or before the date of this Agreement.

3. Non-Admission of Liability. The Parties expressly understand and agree that this Agreement is a compromise of disputed claims and that this Agreement shall not be construed as, or be deemed to be, evidence of an admission or concession of any fault or liability or damage whatsoever on the part of either of the Parties.

4. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral.

5. Final and Binding Effect and Voluntary Agreement. In entering into this Agreement, the Parties state that they have carefully read and fully understand the terms of this Agreement, that they enter into this Agreement knowingly, voluntarily, of their own free will, and have had the opportunity to review the Agreement with an attorney of their choosing. The Parties understand that this Agreement will have a final and binding effect and that by executing this Agreement, they may be giving up legal rights. All of the terms, covenants, warranties, and representations contained herein shall be binding upon the Parties, and their respective heirs, beneficiaries, assigns, officers, directors, agents, shareholders, members, principals, employees, successors, partners, and predecessors in interest, and all persons, firms, and legal entities legally responsible for the actions of the Parties hereto. The Parties further state that their willingness to enter into this Agreement was not induced by, or based upon, any representation by any party or their agents or employees that is not contained in this Agreement.

6. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.

7. Modification. This Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by each Party.

8. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. In any action or proceeding brought to enforce the terms of this Agreement or a breach of the terms of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees incurred in the action or proceeding.

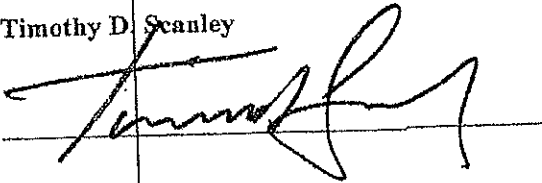
9. Authority. The Parties hereby each acknowledge that they have read and understand the Agreement. The Parties further acknowledge that they have each retained legal counsel of their own choosing for advice regarding the terms and conditions of this Agreement, and based on that legal advice, enter into this Agreement willingly and fully knowledgeable of their rights and obligations under the Agreement. The signatories below acknowledge that each has the full right and authority to enter into and execute this Agreement on their respective Party's behalf. Each Party further represents and warrants that no other person or entity has an interest in any claims released hereunder.

10. Counterparts. This Agreement may be executed in multiple counterparts and, when joined together, form a complete and binding single instrument. A scanned and electronically-conveyed facsimile signature shall be as enforceable as an original, inked signature for purposes of executing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates below.

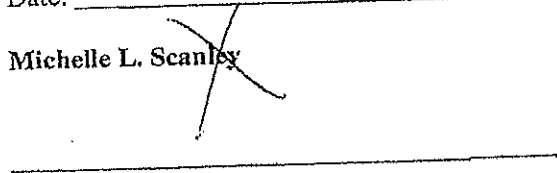
Date: 1, 12, 2018

Timothy D. Scanley



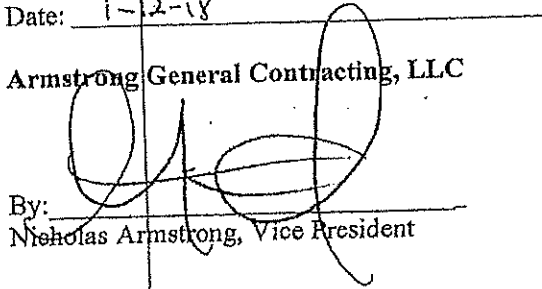
Date: _____

Michelle L. Scanley



Date: 1-2-18

Armstrong General Contracting, LLC



By: _____
Nicholas Armstrong, Vice President

Subscribed & sworn before
me 01/12/2018.
Tanya R Sanborn
Tanya R Sanborn
State of Wisconsin
Milwaukee County
my Commission expires
01/20/2021



482

12-1-375
752

TIMOTHY SCANLEY
MICHELLE L. SCANLEY
3114 W JUNEAU AVE.
MILWAUKEE, WI 53208-2936

DATE Jan 12, 2018

PAY TO THE ORDER OF ARMSTRONG GENERAL CONTRACTING \$ 10,500.00



Ten Thousand and Five Hundred and 00/100

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

[Handwritten Signature]

MEMO RETIREMENT

19516168310482

1:0750000191

RF

EXHIBIT

B

ARMSTRONG GENERAL CONTRACTING

1011 West Somers Street
Milwaukee, WI 53205
Office: 414.831.5852
Fax: 414.265.5852

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Contract") is made this 26 day of September, 2016, between Armstrong General Contracting, LLC ("Armstrong") and the Owner(s) identified below on the following terms and conditions (collectively, the "Party" or "Parties"):

Armstrong Representative: Nicholas Armstrong Phone: (414) 831-5852

E-mail: nick@armstronggo.com

Owner(s):

Name: Tim Scanley Representative: Tim Scanley

Address: 3114 W Juneau Ave Phone: (414) 831-5852

Milwaukee, WI Fax: _____

E-Mail: TScanley@hga.com

Project Site: 3114 W Juneau Ave

WORK DESCRIPTION

Scope of Work: House area Phase 1	\$9,900.00
1. Install new roof on the house total of 22 sq.	
Demolition	
<ul style="list-style-type: none"> • Permit included in price. • Provide 30 cu. Yd. dumpster for debris disposal. • Cover ground around house using plywood, tarps and other material to protect exterior house, siding, windows, doors and plant life. • Tear off up to two layers of asphalt roofing material Cedar shakes. • Re-deck over existing Roof deck 	
Roof deck	
<ul style="list-style-type: none"> • Install 7/16" OSB sheathing over entire roof 	
Shingle Application	
<ul style="list-style-type: none"> • Install 15# fiberglass felt rolled roofing underlayment over roof deck. • Install new shingles, 3 dimensional (Owner to select color) Shingle color: <u>Riviera Red - 15 years warranty</u> • Shingles to be IKO (PRO4 ROOF SYSTEM). • Install ice & water shield on eaves up from gutters, in all valleys. • Ice-dam protection to be extended a minimum of 36" upslope from inside face of exterior wall. • Install new aluminum stacks in all existing plumbing through roof: cast iron, plastic and PVC stacks. • Install roof drip edge in all gable (owner to select color) Drip edge color to be <u>BLACK</u>. • Install Ridge/Soffit ventilation. • Install gutter apron (owner to select color for flashing) Gutter apron color to be <u>BLACK</u>. 	
2. Gutters	\$2,625.00
<ul style="list-style-type: none"> - Half round house only - K Style Gutters front porch and Bay window area only 	
3. Demo existing chimney, and sheath over in preparation for roof system.	\$575.00
4. Wood Repair	\$3,700.00
<ul style="list-style-type: none"> - Remove, replace and install new wood soffit fascia boards - rear east side corners 	

ADDENDUM to CONTRACT

THE ATTACHED ARCHITECTURAL DRAWINGS, DATED 9/28, DEFINE THE QUALITY & "SCOPE OF WORK" TO BE PERFORMED.

Tim Scanley
9/28

- Remove, replace and install soffit and fascia -- rear west side
- Remove, replace and install new crown molding -- rear East, North & West sides of the house -- approx. 80lf

\$2,300.00

5. Siding

- a) Remove and replace all damage siding -- front, North, East and West sides of the property - first floor only approximately 2.5 sq
- b) Cedar shake -- remove and replace front side of the house where siding is missing or damage approximately 1 sq.

\$10,700.00

6. Painting

- 1. Paint house exterior, including but not limited to clapboard siding, Shingle, trim, Facias soffit, brass metal weather-stripping
- 2. Storm Window removal (aluminum and Wood)
- 3. Window surface prep. Prior to paint. Paint all exterior only Window; sashes, casing. Oil based primer and (2) coats of latex paint
 - a) all existing painted surfaces to be painted
 - b) four (4) color design
 - c) surface preparation, per manufacturers recommendations:
 - i) scrape/remove all loose paint (do not pressure-wash)
 - ii) Confirm wood is within recommended. Moisture content before proceeding

Clean all areas around the house. Sweep all sidewalks. Clean all plant life, flowers and shrubs of all debris. Run magnets over all lawns and walk ways to ensure no nails are left behind. Rake lawns.

Note (1): All permits, dumpsters and materials are included.

Note (2): Armstrong GC would re-use crown molding that is determined to be in good shape/condition to repair front & lateral sides of the house.

Note (3): Post roof deck demo Armstrong GC will inspect and determine rafter tail replacement; contingency \$2,500

Note (4): After All of storm windows aluminum or old wood Owner will be responsible to repaint and the aluminum storm windows and will purchase new aluminum storm windows for any of the windows that currently have the old wooden storm windows.

[Identify specifically any hazardous material removal included in the contract such as asbestos or lead]

Contract Price: Owner agrees to pay Armstrong \$ 29,800.00 ("Contract Price") for the Work as follows:

- a. Down Payment: \$ 14,900.00 due upon the execution of this Contract. Armstrong will not be required to perform any Work until receipt of the Down Payment.
- b. Progress Payments: N/A

- c. Final Payment: \$ 14,900.00, due upon completion of the Work.

Contract Time:

- a. Date of Commencement. Armstrong will commence Work on or before 10 days after all the following occur:
 - i. This fully executed Contract is received by Armstrong;
 - ii. All required state and local building and construction permits and approvals have been obtained by the Owner;
 - iii. Down Payment has been received by Armstrong;
 - iv. All Selections affecting commencement of Work have been made by Owner.
- b. Substantial Completion. Substantial Completion shall occur on or before 30 days, subject to the Terms and Conditions of this Contract.

TERMS AND CONDITIONS

1. **Armstrong's Work.** Unless specifically stated in this Contract to be the responsibility of others, Armstrong will furnish all labor, supervision, materials, tools, subcontractors, and equipment necessary for completion of the Project (collectively "Work"). Armstrong shall have complete control over the means, methods, techniques, sequences, and schedule of construction of the Work. Owner acknowledges that Armstrong may employ consultants, subcontractors, and suppliers, in its discretion, to perform the work, in whole or in part, in Armstrong's discretion.
2. **Plans and Specifications.** Owner is responsible for identifying and notifying Armstrong of any aspect of the Project Work Description or any plans and specifications for the Project that does not comply with Owner's Project expectations and requirements, or any specific requirements for materials, equipment and/or functionality before commencement of the Work. Elements not identified in the Work Description or plans or specifications, are not included in the Project and if later requested by Owner, will be an extra to this Contract, including any additional design fees necessary to incorporate the new items into the Work by Armstrong and/or its consultants.
3. **Selections/Materials.** To the extent not fully identified in the Work Description, the Owner must make selections of all materials, appliances, colors, finishes and any Allowance items ("Selections") within the time established by Armstrong or a day for day extension of the Contract Time will be made. Armstrong may substitute material sizes, grades, weights or other distinguishing characteristics or features that are better than or equal to the Selections, except for brand name items or items identified as having "No Substitution". When new materials are to be matched to existing construction, Armstrong will use reasonable effort to do so using standard materials from local suppliers. Owner understands and agrees that exact duplication with existing colors, textures and finishes may not be achieved. Owner understands that because of the inherent characteristics of building materials when used in construction, perfect surface finishes cannot always be achieved, for example, wood shrinks, swells and checks (hardwood floors may experience gapping); plaster, drywall, masonry, asphalt and concrete can crack, peel, and pit; and condensation occurs on material surfaces exposed to moist air.
4. **Supervision.** Owner agrees that the direction and supervision of all persons performing Work at the Project Site is the responsibility of Armstrong. Owner shall not issue any instructions, negotiate for additional services or otherwise interfere with any persons performing Work at the Project Site, except upon the written permission of Armstrong.
5. **Ownership of Designs.** Armstrong and its consultants shall be the authors and owners of their respective designs, drawings and original works, including the Plans and Specifications; Armstrong grants to the Owner a limited, nonexclusive license to use Armstrong's designs solely and exclusively for purposes of constructing, using, and maintaining the Project, provided that the Owner substantially performs its obligations under this Contract, including prompt payments when due. If this Contract is terminated by Armstrong, this license shall terminate.
6. **Permits and Survey.** Owner is solely responsible, at its own cost, for obtaining all approvals, surveys, inspection and testing services, governmental approvals, site plan review, conditional use or operational permits, and easements, and for the payment of all fees and costs required by any applicable laws, associated with, and required by, the Work. In the event any approval or permit necessary to commence or continue the Work is not issued through no fault of Armstrong that delays the Work forty-five (45) days or more, Armstrong may terminate this Contract and Owner shall compensate Armstrong for the Work completed to date of termination notice, plus fifteen percent (15%) for Armstrong's coordination, supervision, and demobilization costs.
7. **Access to Work.** Owner agrees to maintain access for Armstrong at the Project Site and to keep the Project Site free from obstructions (including children and pets) and conflicting work, and to obtain permission for Armstrong to gain access through adjacent property, if required by Armstrong. Owner shall provide snow plowing, snow removal, and salting necessary for access to the Project Site and the Work. Owner shall be solely responsible for all risk, shall hold Armstrong harmless and free of liability, and shall compensate for any damages or costs, including attorney fees, arising out of such access or the failure to maintain access, excluding intentional or reckless conduct attributable to Armstrong.
8. **Promotional Materials.** Owner agrees that Armstrong may use any photographs taken before, after and during performance of the Work, or descriptions, renderings, models or other depictions of the Project for Armstrong's marketing, advertising, and other promotional purposes. Armstrong may display a sign identifying Armstrong's Work on the Project Site during performance of the Work.
9. **Concealed Conditions.** Owner is responsible for notifying Armstrong of any concealed or hidden conditions at or on the Project Site that may affect the Work. If there are subsurface or otherwise concealed physical conditions of the Project Site that differ materially from those assumed in any plans or specifications for the Project or this Contract, or otherwise materially differ from those reasonably anticipated by Armstrong, then the Contract Price and the Contract Time will be adjusted to reflect any additional costs incurred by Armstrong, which shall be memorialized by Change Order. Differing conditions may include, but are not limited to, soil moisture content, instability or unsuitable soils, trees or brush removal, required fill or cutting to grade, frost breaking, water pumping, concrete pumping, excavation, cave-in corrections, snow removal, correcting building structure, plumbing, electrical, HVAC, structural or other existing conditions that are not compliant with applicable building codes, and any other hidden conditions requiring additional work to correct.
10. **Hazardous Materials.** Unless expressly identified as included in the Work Description, Armstrong is not responsible for conditions or materials encountered at the Project Site that are identified as hazardous under federal, state or local law or regulation, or are otherwise subject to regulatory requirements governing their handling, disposal or clean-up. The Owner is responsible for all risks and shall bear the cost of removal, correction or abatement of such hazardous conditions or materials. Armstrong will not resume Work until Owner has obtained certification that the hazardous conditions or materials have been removed or rendered harmless and all necessary approvals to resume Work have been obtained from applicable government authorities. Armstrong will be entitled to an equitable adjustment in the Contract Price and Contract Time by Change Order for the reasonable increase in cost or delay resulting from addressing hazardous conditions or materials on the Project Site. To the fullest extent permitted by, Owner shall defend, indemnify, and hold harmless Armstrong, its subcontractors, designers, and their respective agents, officers, directors, and employees, from all claims, and damages and costs, including attorneys' fees, arising out of or relating to existing hazardous conditions or materials at the Project Site, or exposure to them.
11. **Lead-Based Paint or Materials.** Owner acknowledges that the Armstrong has explained to the Owner that Wisconsin has adopted Lead-Safe Renovation Rules, Ch. DHS 163, as amended, which require an assessment of the project to determine whether Armstrong and Owner must consider whether lead-based materials have been used or exist in the home in areas where Armstrong expects to perform work. Many homes constructed before 1978 were built with lead-based materials. Under Wisconsin's Lead-Safe Renovation Rules, Armstrong must comply with the Rules if the Work involves a residential dwelling (or child occupied facility) built before 1978 and if Armstrong will be disturbing six square feet or more of paint per interior room, twenty square feet or more of exterior paint; or for any work involving windows. For areas of the project that lead-based materials are discovered, or presumed to exist, the Lead-Safe Renovation Rule requires that Armstrong undertake certain steps to provide for containment of the work area, minimization of dust, and cleanup of the area. If such conditions are discovered and are not included in

the Contract Price, the Owner agrees to pay the cost of compliance with the Wisconsin Lead-Safe Renovation Rules. If not included in the Contract, the Parties agree that a Change Order will be entered into by the Parties that details the work to be performed and the cost to be charged in order to comply with the Lead-Safe Renovation Rules. If Work is performed pursuant to the Lead-Safe Renovation Rules, Armstrong agrees to provide cleaning verification and documentation as required by the rules. Unless expressly included as part of this Contract or Specifications, Armstrong is not responsible for lead-based paint or material hazards and/or lead-based paint or materials remediation.

12. **Project Site Protection.** Owner agrees to remove, return and protect any personal property inside and outside the Project Site and is solely responsible for, and holds Armstrong harmless for, the proper protection and safety of all personal property in, near or reasonably foreseeable to be affected by, the Work. Armstrong will use reasonable efforts to avoid damage to any existing structure at or near the Project Site, however, shall not be responsible for damage to lawns, shrubs, trees, and other interior or exterior plantings or vegetation, excluding intentional or reckless conduct attributable to Armstrong. If the Owner requests that Armstrong assist in moving any of Owner's personal property or if Armstrong must move any personal property as part of its Work, Owner holds Armstrong free from any liability for damage caused by or to such personal property or otherwise. If Armstrong is required to move Owner's property to perform its Work, Owner will be responsible for additional moving charges.
13. **Inspection.** Upon request from Owner, Armstrong agrees to make reasonable accommodations for Owner's inspection of the Work during Armstrong's regular working hours. As the Project Site can be a dangerous place, Owner agrees to not enter the Project Site without being accompanied by Armstrong's representatives, unless prior written arrangements have been made. Owner agrees to adhere to all safety requirements of Armstrong, whether verbal or posted. Owner shall be solely responsible for his or her safety and for the safety of any persons accompanying Owner or Owner's third party contractors, and acknowledges that all such persons enter the Project Site at their sole risk. Armstrong is not responsible for any injury or damage to the Work or Project Site caused by Owner, its third party contractors or those accompanying Owner, and Owner shall hold Armstrong harmless and shall indemnify against any claims asserted against Armstrong arising out of such injury or damage, including all costs and attorney fees.
14. **Substantial Completion.** Substantial Completion means the date the Work, or a portion thereof, is sufficiently complete so that the Owner may occupy or utilize the Work for the use for which it is intended. Armstrong shall achieve Substantial Completion within the Contract Time identified in this Contract, provided weather conditions permit Armstrong's prompt commencement and continuation of the Work at the Project Site. Receipt of occupancy permit from applicable government authorities, whether temporary or permanent, or Owner's actual occupancy of the Work shall be conclusive proof of Armstrong's achievement of Substantial Completion for payment and commencement of the Limited Warranty under this Contract.
15. **Punchlist Inspection.** Upon Armstrong's notice to Owner, Owner and Armstrong shall perform an inspection of the Work and prepare a punchlist of any items requiring touchup, repair and completion to conform to the Plans and Specifications. Armstrong shall establish a schedule for addressing punchlist items, taking into consideration necessary time for scheduling any skilled labor and custom specialized or fabricated materials needed to complete them. Upon preparation of the punchlist, Armstrong may invoice for and be entitled to the amount of Final Payment, less any reasonable costs for completion of any punchlist items which shall be held by Owner and disbursed to Armstrong upon completion of the punchlist or individual items thereof. Upon completion of the punchlist items and all outstanding payments, Armstrong shall provide Owner with such manufacturer manuals, warranties, and other documentation relating to items installed on the Project.
16. **Delay.** Armstrong shall be entitled to an equitable extension of the Contract Time, including a reasonable period of rescheduling and setup of its workers and subcontractors, and increase in the Contract Price, for any delay caused by Owner or beyond Armstrong's control, including, but not limited to: changes in the Work or the sequencing of the Work by Owner, Owner's failure to make timely decisions or Selections, Owner's delay in making any payment, adverse or unseasonable weather conditions, concealed or unknown conditions, encountering of hazardous materials, excavation collapse, adverse government or approval actions, unavailability of materials, casualties, accidents, environmental or personal hazards, theft or vandalism, strikes, fires, delays by common carrier, subcontractors and material supplier delays, unavoidable casualties or any other causes beyond the control of Armstrong.
17. **Allowances.** An Allowance is an amount budgeted for completion of a specified portion of the Work or is otherwise estimated because hidden conditions or other variables not known at the time it is set may cause the actual cost of the item to increase or decrease from the Allowance amount. Allowances are estimates only and in no event will Armstrong be liable for any difference between any Allowance item and the actual costs of such item. If the final cost of an Allowance item exceeds the Allowance amount established for the Project, Owner is responsible for paying Armstrong the additional costs plus fifteen percent (15%). If the final cost of an item is less than the Allowance amount, the difference will be applied against the Contract Price. This will be part of the contingency as in Note (3).
18. **Progress Payments.** Payment by Owner shall be due within five (5) days of receipt of Armstrong's Invoice, consistent with the progress payment schedule identified in this Contract. Armstrong will provide lien waivers for its work in exchange for each payment and will provide lien waiver for all subcontractors providing work in excess of the amount of \$500.00, with its next invoice for the Project.
19. **Untimely Payment.** If Owner fails to make any payment when due, Armstrong may, upon three (3) days written notice to the Owner, stop the Work until payment, plus any accrued interest and costs of collection as provided herein, are received by Armstrong. Owner may not withhold payments pending final inspection by the local municipality or upon any claim of warranty or any defect or deficiency in the Work. All past due payments shall bear interest at a rate of 1.5% compounded monthly, until paid. Owner shall pay all of Armstrong's costs to collect past due payments owed under this Contract or in the successful defense of any claim by Owner, including reasonable consultant and attorney's fees.
20. **Financial Information.** Before commencing its Work at the Project Site, and during the Work, Armstrong may request, and Owner shall furnish, documentation evidencing financial arrangements sufficient to fulfill Owner's obligations under this Contract. The Owner agrees not to alter its financial arrangements for the Work thereafter without prior notice to Armstrong.
21. **Changes.** All changes, additions, deletions, or extras to the Work ("Changes") will be memorialized by written Change Orders signed by the Owner and Armstrong specifying the additional labor, services, and materials to be furnished by Armstrong and the adjustment to the Contract Price and Contract Time. If Owner requests or orders Armstrong to perform any Changes in the Work, Owner will be responsible for any increase in the Contract Price and Contract Time. Written Change Orders may be prepared by Armstrong at intervals throughout the Project, and provided to Owner for approval. Unless otherwise agreed by Armstrong and Owner, all Changes shall be charged at the cost of the Work of such Change, plus fifteen (15%) for Armstrong's overhead on materials, equipment, and subcontractors, plus \$75.00 per hour for Armstrong's labor and supervision required for the Change. Armstrong may require that all Change Orders be fully paid by Owner in advance of the changed Work being performed.

LIMITED WARRANTY

22. **Exclusive Limited Warranty.** For a period of one (1) year from the date of Substantial Completion, Armstrong agrees to repair, or replace at its option, all Work performed under this Contract so that it is free from defects in design and workmanship ("Limited Warranty"). This Limited Warranty shall be Owner's sole remedy for any defects, errors and omissions under the Contract. This Limited Warranty extends to the Owner alone, and automatically terminates upon Owner selling or transferring title to the Project real estate and/or the Work. The Contract Price and Armstrong's contractor's fee is set in reliance that this Limited Warranty is the sole and exclusive remedy provided for all design and construction defects, errors and omissions under this Contract. Owner acknowledges that the following are specifically excluded from this Limited Warranty and Armstrong accepts no responsibility for:

- a. Work for which Armstrong has not received payment as required under this Contract;
- b. Materials, equipment or systems that are specified by manufacturer, model number, catalog number, trade name, grade or quality, or similar specific identification, or supplied by Owner, shall be covered exclusively by the manufacturer warranty (if any, and which to the extent possible shall be assigned to Owner) and Contractor does not separately warrant such materials and shall in no way be responsible for the performance of such materials, equipment or systems;
- c. Defects or failures of materials or equipment installed pursuant to manufacturer recommendations or instructions or otherwise properly installed in the Project;
- d. Damage from ordinary wear and tear, scratches, dents, or surface wear occurring after installation;
- e. Alterations or modifications to the materials, physical abuse, misuse, ordinary maintenance or damage caused by neglect or Owner's lack of proper maintenance;
- f. Items not installed by Armstrong or its subcontractors or their Work modified by others;
- g. Damages caused by weather conditions and occurrences of nature, including floods, high winds, snow loads, ice or snow build-up or movement, and expansion or contraction of materials; and
- h. Special, incidental or consequential damages of any sort, including loss of use.

Within fourteen (14) days of discovery of any item of the Work covered by this Limited Warranty period, Owner shall provide notice to Armstrong in writing of the item(s). Owner expressly waives any claim under this Limited Warranty for which Armstrong does not receive such timely notice. Upon receipt of notice, Armstrong shall have thirty (30) days to perform an inspection of the item and agrees to thereafter undertake reasonable efforts to commence and continue correction of defective or incomplete Work covered by this Limited Warranty. Owner agrees that Armstrong, at its discretion, may undertake repairs, rather than replacement, where such repairs permit the proper functioning of the defective Work, regardless of aesthetics or any resulting diminished value. Armstrong will have no obligation to perform any inspection or warranty corrections under this Limited Warranty unless and until all outstanding amounts due for the Work or otherwise under this Contract, are received by Armstrong. Armstrong's correction of Work shall not extend the one (1) year Limited Warranty period for those corrected.

EXCEPT FOR THE LIMITED WARRANTY, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, USE, HABITABILITY, WORKMANSHIP, AND FITNESS FOR PARTICULAR PURPOSE OR ANY STATUTORY WARRANTIES SHALL APPLY TO THE WORK AND THE PROJECT, AND THE OWNER HEREBY WAIVES ANY SUCH WARRANTIES.

23. **Air Quality. CAUTION:** Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi, bacteria, and toxins secreted by them, occur naturally. They may be present during or after construction of the Project in its air and on surfaces including wall cavities, attics, windows, basement, exterior, or any other part of the Project and Work. Concentrations of moisture can result from cooking, showering, washing or similar water-related indoor activities, from the atmosphere outside, and from the design, construction means and methods, and materials used in the construction of the Work, including achieving energy efficiency by construction methods that reduce air infiltration and circulation. This moisture may cause the presence, growth, release, discharge or dispersal of microorganisms, which, at certain levels, can cause deterioration of Project materials, damage to property, health hazards, personal injuries or other irritant effects, such as skin irritation, respiratory problems and allergic reactions. Likewise, concentrations of radon released from soil and chemicals released from household furnishings, appliances, mechanical equipment, personal possessions, and other materials may, at certain levels, cause the same or similar effects. Microorganisms, radon and chemicals occur naturally in the environment, and as a result, Armstrong cannot eliminate the possibility that they may be present or may grow in, on, or about the Project or Work. Owner may reduce these adverse effects by proper operation and maintenance of heating, ventilation, air conditioning and dehumidification equipment, interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking. Owner acknowledges that the prevention of such effects requires specialized plans, specifications, ventilation and construction techniques, and thereafter, specific building operation and maintenance protocols must be maintained by the Owner, all of which add significant costs and are not included in this Contract.

As a result of these factors, Owner acknowledges and agrees Armstrong is not responsible for the presence, growth, release, discharge or dispersal of any microorganisms, radon and chemicals at the Project Site and in the Work. **NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, OWNER RELEASES ALL CLAIMS AGAINST ARMSTRONG, ITS SUBCONTRACTORS, SUPPLIERS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ("RELEASED PARTIES"), FOR BODILY INJURY, PROPERTY DAMAGE AND/OR LOSS OF USE ARISING FROM OR ATTRIBUTABLE TO THE PRESENCE, GROWTH, RELEASE, DISCHARGE OR DISPERSAL OF MICROORGANISMS, RADON AND CHEMICALS AT THE PROJECT SITE AND IN THE WORK, WHETHER RESULTING FROM OWNER'S IMPROPER OR INADEQUATE OPERATION AND MAINTENANCE OF THE EQUIPMENT SYSTEMS OR OTHERWISE, EXCEPT, AND NOT INCLUDING, CLAIMS ARISING FROM WILLFUL OR INTENTIONAL MISCONDUCT OF A RELEASED PARTY.** Upon Substantial Completion, the Owner assumes sole responsibility to operate and maintain the Work and its systems, and to comply with all operation and maintenance instructions furnished by Armstrong to Owner.

24. **Notice Concerning Construction Defects.** Wisconsin law contains important requirements that must be followed before Owner may file a lawsuit for defective construction against Armstrong, those who constructed your dwellings or completed your remodeling project, or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin Statutes requires the Owner to deliver to Armstrong a written notice of any construction conditions alleged to be defective before the Owner files a lawsuit, and the Owner must provide Armstrong or the window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. The Owner is not obligated to accept any offer made Armstrong or the window or door supplier. All parties are bound by applicable warranty provisions.


25. **Armstrong's Insurance.** Armstrong agrees to maintain workers' compensation and comprehensive general liability insurance during performance of its Work with the following limits of coverage: **COMMERCIAL GENERAL LIABILITY \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate; WORKER'S COMPENSATION** at or exceeding statutory limits.
26. **Owner's Insurance.** Before commencement of the Work and until Final Payment is made to Armstrong, Owner will maintain property insurance covering the full value of the Project Site, including existing construction plus the new Work. This insurance shall cover all physical losses, including basement collapse, fire, wind damage, theft and vandalism. If Owner fails to obtain or maintain insurance as provided above, Owner assumes all liability for losses covered by such insurance and Armstrong may, but shall not be obligated to, procure such insurance and Owner shall pay Armstrong for its costs. Owner hereby waives all rights of subrogation against Armstrong and its insurers for losses paid by the proceeds of insurance maintained by Owner. At Armstrong's request, Owner agrees to provide Armstrong with a copy of the Certificate of Insurance evidencing said coverage prior to the commencement of the Work, naming Armstrong as a loss payee under the insurance policy, including any updated or renewed insurance coverage.
27. **Termination by Armstrong.** Upon five (5) days written notice to Owner, Armstrong may terminate this Contract if the Owner materially delays Armstrong in performance of its Work, the Owner otherwise breaches this Contract, the Owner fails to make any payment when due, or the Project is suspended by Owner for thirty (30) cumulative days or more. Upon such termination, Armstrong shall be paid for Work performed to date, plus demobilization expenses, Armstrong's Contractor's Fee equal to fifteen percent (15%) of the remaining estimated Contract Price for the Work, plus any Changes approved prior to termination, and any other damages it sustains as a result of such termination for cause.
28. **Termination by Owner.** If Armstrong defaults or fails or neglects to carry out the Work in accordance with this Contract, Owner shall provide written notice to Armstrong specifying the alleged default or failure. If Armstrong fails to commence correction of the specified default, failure or neglect within ten (10) days after receiving such notice, Owner shall provide a second written notice to Armstrong and if, after an additional ten (10) days, Armstrong fails to commence correction of the specified default, failure or neglect, Owner may terminate this Contract and complete the Work. In such event, Owner shall pay Armstrong for Work performed through the date of termination and all Project materials shall be retained by Owner, provided the Owner makes payment to Armstrong for all such materials.
29. **Good Faith Negotiation.** As a condition precedent to litigation or arbitration, any issue, dispute, or other matter in question arising out of or related to this Contract ("Claim") shall be subject to good faith negotiations by the Parties. At least one (1) week before such a meeting, the Party seeking resolution of a Claim shall submit to the other Party a brief written statement identifying the issues in dispute and itemizing the amount of the Claim, along with supporting documentation necessary to understand the nature of the Claim.
30. **Arbitration.** All Claims that cannot be resolved by Good Faith Negotiations shall be resolved by binding arbitration. Unless the parties mutually agree on an arbitrator within thirty (30) days after notice of the arbitration Claim is submitted from one party to another, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect as of the date of this Contract, except that a single arbitrator shall be appointed to resolve the Claims. Arbitration shall consolidate and join any subcontractors or other parties involved in a common question of law or fact necessary. Proceedings regarding statutory lien rights commenced by Armstrong or any subcontractors involved in the arbitration with Owner shall be stayed pending resolution of the merits of such claims by arbitration. The award of the arbitrator shall include actual attorney fees and costs to the party or parties in whose favor judgment is rendered, payable and apportioned amongst the losing party or parties as the arbitrator shall determine. Judgement upon the award rendered shall be final and may be entered in any court of the forum, state or federal, having jurisdiction.
31. **Consequential Damages.** The Owner waives claims against Armstrong for consequential damages arising out of or relating to this Contract, including damages incurred by the Owner for rental expenses, loss of use, income, profit, financing, business and reputation, except as expressly provided in this Contract. This Waiver includes all Owner consequential damages due to either Party's termination of this Contract, except as otherwise expressly provided herein.
32. **LIEN NOTICE AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, ARMSTRONG HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS 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, IN ADDITION TO ARMSTRONG, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, 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 THEIR MORTGAGE LENDER, IF ANY. ARMSTRONG AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or datcp.wi.gov.
33. **Entire Contract.** This Contract and any Change Orders, addenda and documents referenced in it constitute the entire agreement of the Parties for this Project and the Work. No prior negotiations, statements, arrangements, warranties, or understandings, oral or written, express or implied, will be recognized unless stated in, or otherwise required by, this Contract. This Contract shall not be amended except in writing executed by both Parties. The course of conduct of the parties shall not operate as a subsequent waiver of Contract requirements thereafter.
34. **Governing Law.** All matters relating to validity, performance or interpretation of this Contract shall be governed by Wisconsin-law.
35. **Severability.** If any provision of this Contract or the application of it to any entity, person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other entities, persons or circumstances shall not be affected and the remainder shall be enforced to the greatest extent permitted by law.
36. **Interpretation.** Titles of sections in this Contract may not be used to limit their interpretation, scope of duties or obligations. Plural tense shall include the singular and singular shall include the plural tense throughout this Contract.
37. **Binding Effect.** This Contract shall be binding upon Armstrong and Owner, their heirs, executors, administrators, successors, trustees and assigns. The Parties executing this Contract hereby represent they have a legal authority to bind the entity for which they sign. Owner represents that Owner

has the necessary financial resources to fulfill Owner's obligations under this Contract and the legal authority to execute this Contract. If Owner is married at any time during the Contract Time, the spouse signing this Contract acknowledges that this Contract is for a marital purpose obligation. The signature of either Owner (if more than one) will be sufficient for all purposes under this Contract. A facsimile or scanned signature will be as binding as an original signature for purposes of execution of this Contract, any notice, or any Change Order.

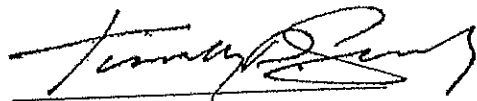
Date: 09/27/2016

Armstrong General Contractors, LLC

By: 
Nicholas Armstrong, VP

Date: 9.28.2016

Owner(s):


Signature

TIMOTHY D. SCANLEY
Print Name

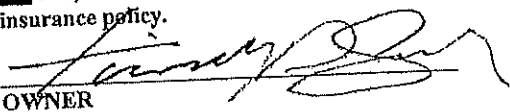
Signature

Print Name


Please indicate whether, to the best of your knowledge, the work contemplated by this contract is related to a claim under a property insurance policy.

YES, to the best of my knowledge, the work contemplated by this contract is related to a claim under a property insurance policy.

NO, to the best of my knowledge, the work contemplated by this contract is not related to a claim under a property insurance policy.


OWNER

9.28.2016
DATE


Armstrong General Contracting, LLC

9/28/16
DATE

If this Project is related to a claim under a property insurance policy, you may cancel this contract at any time before midnight on the third business day after you have received written notice from your insurer that the claim has been denied in whole or in part under the property insurance policy. See the attached notice of cancellation form for an explanation of this right.

NOTICE OF CANCELLATION

If you are notified by your insurer that the claim under the property insurance policy has been denied in whole or in part, you may cancel the contract by personal delivery or by mailing by 1st class mail a signed and dated copy of this cancellation notice or other written notice to:

ARMSTRONG GENERAL CONTRACTING, LLC
1011 West Somers Street
Milwaukee, WI 53205

at any time before midnight on the third business day after you have received the notice from your insurer. If you cancel the contract, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you with 10 days following the receipt by the contractor of your cancellation notice.

I CANCEL THIS CONTRACT

OWNER

DATE

NOTICE OF CANCELLATION

If you are notified by your insurer that the claim under the property insurance policy has been denied in whole or in part, you may cancel the contract by personal delivery or by mailing by 1st class mail a signed and dated copy of this cancellation notice or other written notice to:

ARMSTRONG GENERAL CONTRACTING, LLC
1011 West Somers Street
Milwaukee, WI 53205

at any time before midnight on the third business day after you have received the notice from your insurer. If you cancel the contract, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you with 10 days following the receipt by the contractor of your cancellation notice.

I CANCEL THIS CONTRACT

OWNER

DATE

CUSTOMER'S RIGHT TO CANCEL

YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO ARMSTRONG CONSTRUCTION & REMODELING LLC, 1011 WEST SOMERS STREET, MILWAUKEE, WI 53205 BEFORE MIDNIGHT OF THE THIRD (3RD) 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. A DUPLICATE OF THIS NOTICE IS PROVIDED BY ARMSTRONG FOR YOUR RECORDS.

ARMSTRONG

GENERAL CONTRACTING

1011 West Somers Street
 Milwaukee, WI 53205
 O: 414-831-5852 M: 414-460-7713

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Contract") is made this 18th day of May, 2017 between Armstrong General Contracting, LLC ("Armstrong") and the Owner(s) identified below on the following terms and conditions (collectively, the "Party" or "Parties"):

Armstrong Representative: Steve Downey

Phone: (414) 831-5852

E-mail: Steven@armstrongg.com

Owner(s):

Name: <u>Tim Scanley</u>	Representative: <u>Owner</u>
Address: <u>3114 W Juneau Ave</u>	Mobile: <u>(414) 617-3208</u>
<u>Milwaukee, Wisconsin</u>	Fax: <u>N/A</u>
<u>53208</u>	E-Mail: <u>tscanley@hga.com</u>

Project Site: 3114 W Juneau Ave

The Construction Drawings submitted to AGC by owner on September 28, 2016 to be foundation for the expected Scope of Work and expectation for the quality of work performed.

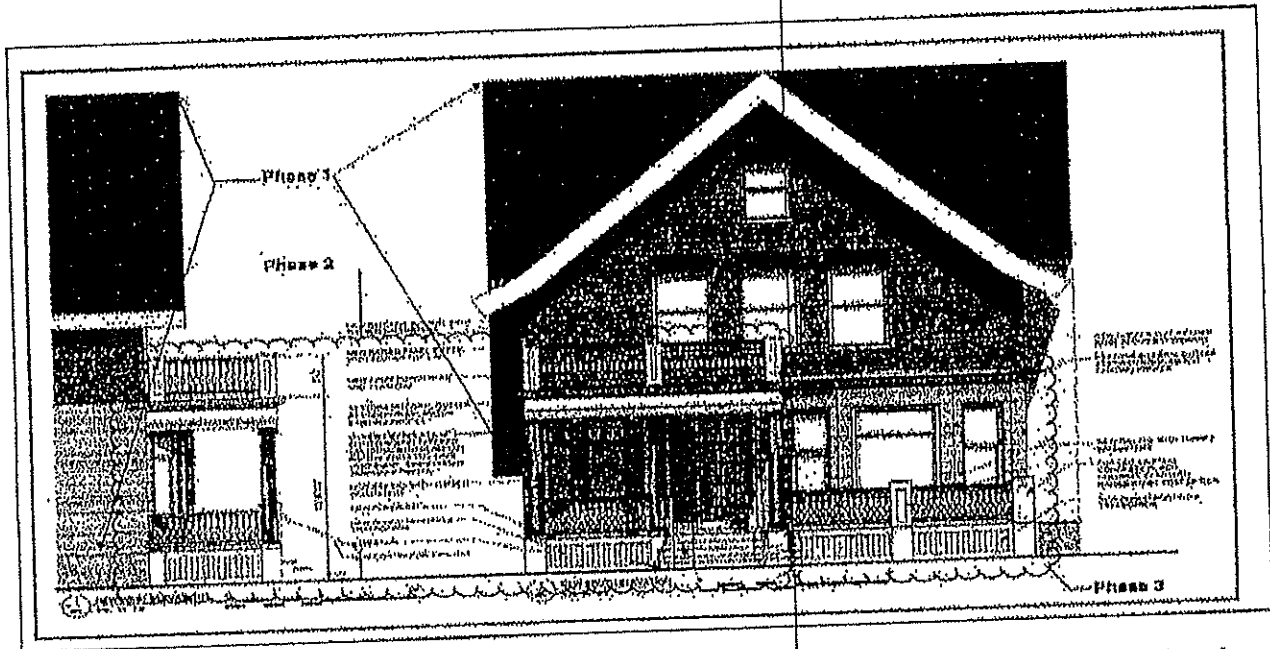
WORK DESCRIPTION	
Metal Cuping Roofing - Phase 2	(TOTAL \$6,275.00)
Demolition of existing roofing/ sheathing/ insulation. \$350.00	
Install new sheathing 7/16" OSB/ ice and water shield \$250.00	
Install new impermeable roofing membrane and flashing \$175.00	
Now metal (Copper) flat-scaued roof over bay window approximately 36 Sq. Ft. \$5500.00	
[Identify specifically any hazardous material removal included in the contract such as asbestos or lead]	
	(TOTAL \$23,923.00)
Porch - Phase 3	
New raised-panel posts, with sloped top cap. \$2,750.00	
Columns, with Scamozzi capital and attic base. \$2,500.00	
• (Worthington - American made Architectural Product)	
New porch deck. \$1,000.00	
Materials for 1st and 2nd floor for guard and hand railings \$4,623.00	
• Order from Vintage wood work (owner special request)	
• Porch guard rail P4 rail set with braided sub rail in Cypress	
• Stair Handrail P3 rail set with braided sub rail in Cypress	
• Balusters 2 1/4 by 2 1/4 Cedar square baluster	
• Notching of balusters	
Labor to install all hand rails, guard rails. \$3,500.00	
Remove concrete pillars to create a proper level to the new porch frame structure \$150.00 ea = \$600.00	
New porch skirting & trim boards in Clear Pine material. \$2,100.00	
Remove all rotted porch framing and install new ons. \$1,750.00	
New stair, \$1,500.00	
Demo. \$ 500.00	
Install rubber membrane front porch with new underlayment. \$2,500.00	

Provide Tongue and Groove, Douglas Fir-Porch Decking in Grade Clear Vertical Grain.

Porch Railings to be finished. These were reviewed last year with Nick & Tom showing the good railing instead of the pipe rail and explain some of the important dimensions to match.

Provide Douglas Fir, 1"x12" in Clear Vertical Grain stair treads. Each tread to be 1 board, not divided into 2 boards.





Note (1): Documentation, evaluation and determination of the integrity of existing wood sheathing/ insulation /structure, vapor barrier and soffit would need to be agreed on by Contractor and owner Post bay window roof demolition. If the existing wood sheathing/ insulation/ structure and soffit is determined to be in poor condition or structurally compromised a new agreement between General contractor and owner would need to be in place before any further work in this area. Due to the inability to determine a contingency budget at this point the Contractor shall provide pricing if compromising conditions are discovered.

Note (1): All permits, dumpsters and materials are included.

Note (2): No footings included

Note (3): AGC will charge 10% of my material order

Note (4): Any and all prior AGC proposals which may or may not reflect the above scope of work and pricing shall be considered null and void upon execution of this contract by Owner(s).

Note (5): All Phase 1 work as shown within the above rendering/sketch issued by owner shall be completed under a separate contract previously executed on 9/28/2016 by Contractor and Owner(s).

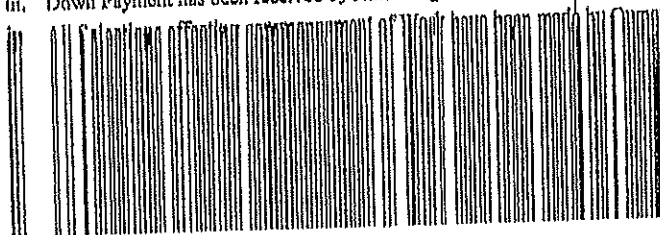
Note (6): Any and all additional work that may or may not be inclusive to this agreement shall be considered a Change Order to the Contract. At such time, Armstrong shall submit a Change Order to the Owner(s) which must be approved by same prior to the commencement of said additional work. Armstrong shall require that a payment of half be provided at the time it is approved and that the full amount of the Change Order must be paid upon completion of the additional work. Furthermore, Armstrong has determined to the best of their ability that the contract price reflects the proper scope of work as reflected within the above rendering/sketch issued by owner(s) and/or electronic/verbal communication by all parties but in the event any item has been inadvertently excluded said item(s) shall be considered Change Order work.

Contract Price: Owner agrees to pay Armstrong \$30,198.00 ("Contract Price") for the Work as follows:

- a. Down Payment: \$15,099.00 due upon the execution of this Contract. Armstrong will not be required to perform any Work until receipt of the Down Payment.
- b. Progress Payments: \$7,549.50 due 7 days from the commencement of work and/or at a point when 1/3 of the work has been satisfactorily completed.
- c. Final Payment: \$7,549.50 due upon completion of the Work.

Contract Time:

- a. Anticipated Date of Commencement, Armstrong will commence Work on or before 14 days after all the following occur:
 - i. This fully executed Contract is received by Armstrong;
 - ii. All required state and local building and construction permits and approvals have been obtained by the Owner;
 - iii. Down Payment has been received by Armstrong;

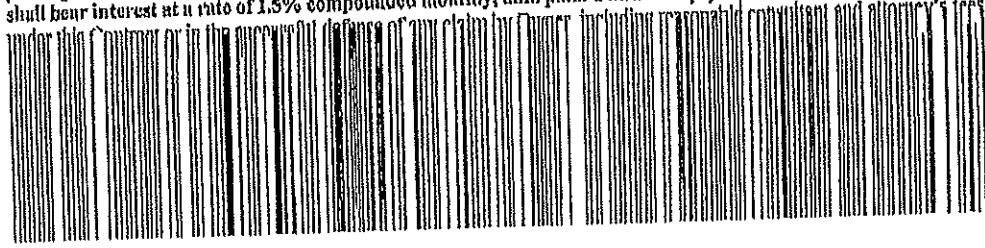


TERMS AND CONDITIONS

1. **Armstrong's Work.** Unless specifically stated in this Contract to be the responsibility of others, Armstrong will furnish all labor, supervision, materials, tools, subcontractors, and equipment necessary for completion of the Project (collectively "Work"). Armstrong shall have complete control over the means, methods, techniques, sequences, and schedule of construction of the Work. Owner acknowledges that Armstrong may employ consultants, subcontractors, and suppliers, in its discretion, to perform the work, in whole or in part, in Armstrong's discretion.
2. **Plans and Specifications.** Owner is responsible for identifying and notifying Armstrong of any aspect of the Project Work Description or any plans and specifications for the Project that does not comply with Owner's Project expectations and requirements, or any specific requirements for materials, equipment and /or functionality before commencement of the Work. Elements not identified in the Work Description or plans or specifications, are not included in the Project and if later requested by Owner, will be an extra to this Contract, including any additional design fees necessary to incorporate the new items into the Work by Armstrong and/or its consultants.
3. **Selections/Materials.** To the extent not fully identified in the Work Description, the Owner must make selections of all materials, appliances, colors, finishes and any Allowance Items ("Selections") within the time established by Armstrong or a day for day extension of the Contract Time will be made. Armstrong may substitute material sizes, grades, weights or other distinguishing characteristics or features that are better than or equal to the Selections, except for brand name items or items identified as having "No Substitution". When new materials are to be matched to existing construction, Armstrong will use reasonable effort to do so using standard materials from local suppliers. Owner understands and agrees that exact duplication with existing colors, textures and finishes may not be achieved. Owner understands that because of the inherent characteristics of building materials when used in construction, perfect surface finishes cannot always be achieved, for example, wood shrinks, swells and checks (hardwood floors may experience gapping); plaster, drywall, masonry, asphalt and concrete can crack, peel, and pit; and condensation occurs on material surfaces exposed to moist air.
4. **Supervision.** Owner agrees that the direction and supervision of all persons performing Work at the Project Site is the responsibility of Armstrong. Owner shall not issue any instructions, negotiate for additional services or otherwise interfere with any persons performing Work at the Project Site, except upon the written permission of Armstrong.
5. **Ownership of Designs.** Armstrong and its consultants shall be the authors and owners of their respective designs, drawings and original works, including the Plans and Specifications; Armstrong grants to the Owner a limited, nonexclusive license to use Armstrong's designs solely and exclusively for purposes of constructing, using, and maintaining the Project, provided that the Owner substantially performs its obligations under this Contract, including prompt payments when due. If this Contract is terminated by Armstrong, this license shall terminate.
6. **Permits and Survey.** Owner is solely responsible, at its own cost, for obtaining all approvals, surveys, inspection and testing services, governmental approvals, site plan review, conditional use or operational permits, and easements, and for the payment of all fees and costs required by any applicable laws, associated with, and required by, the Work. In the event any approval or permit necessary to commence or continue the Work is not issued through no fault of Armstrong that delays the Work forty-five (45) days or more, Armstrong may terminate this Contract and Owner shall compensate Armstrong for the Work completed to date of termination notice, plus fifteen percent (15%) for Armstrong's coordination, supervision, and demobilization costs.
7. **Access to Work.** Owner agrees to maintain access for Armstrong at the Project Site and to keep the Project Site free from obstructions (including children and pets) and conflicting work, and to obtain permission for Armstrong to gain access through adjacent property, if required by Armstrong. Owner shall provide snow plowing, snow removal, and salting necessary for access to the Project Site and the Work. Owner shall be solely responsible for all risk, shall hold Armstrong harmless and free of liability, and shall compensate for any damages or costs, including attorney fees, arising out of such access or the failure to maintain access, excluding intentional or reckless conduct attributable to Armstrong.
8. **Promotional Materials.** Owner agrees that Armstrong may use any photographs taken before, after and during performance of the Work, or descriptions, renderings, models or other depictions of the Project for Armstrong's marketing, advertising, and other promotional purposes. Armstrong may display a sign identifying Armstrong's Work on the Project Site during performance of the Work.
9. **Concealed Conditions.** Owner is responsible for notifying Armstrong of any concealed or hidden conditions at or on the Project Site that may affect the Work. If there are subsurface or otherwise concealed physical conditions of the Project Site that differ materially from those assumed in any plans or specifications for the Project or this Contract, or otherwise materially differ from those reasonably anticipated by Armstrong, then the Contract Price and the Contract Time will be adjusted to reflect any additional costs incurred by Armstrong, which shall be memorialized by Change Order. Differing conditions may include, but are not limited to, soil moisture content, instability or unsuitable soils, trees or brush removal, required fill or cutting to grade, frost breaking, water pumping, concrete pumping, excavation, cave-in corrections, snow removal, correcting building structure, plumbing, electrical, HVAC, structural or other existing conditions that are not compliant with applicable building codes, and any other hidden conditions requiring additional work to correct.
10. **Hazardous Materials.** Unless expressly identified as included in the Work Description, Armstrong is not responsible for conditions or materials encountered at the Project Site that are identified as hazardous under federal, state or local law or regulation, or are otherwise subject to regulatory requirements governing their handling, disposal or clean-up. The Owner is responsible for all risks and shall bear the cost of removal, correction or abatement of such hazardous conditions or materials. Armstrong will not resume Work until Owner has obtained certification that the hazardous conditions or materials have been removed or rendered harmless and all necessary approvals to resume Work have been obtained from applicable government authorities. Armstrong will be entitled to an equitable adjustment in the Contract Price and Contract Time by Change Order for the reasonable increase in cost or delay resulting from addressing hazardous conditions or materials on the Project Site. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Armstrong, its subcontractors, designers, and their respective agents, officers, directors, and employees, from all claims, and damages and costs, including attorneys' fees, arising out of or relating to existing hazardous conditions or materials at the Project Site, or exposure to them.

Rules if the Work involves a residential dwelling (or child occupied facility) built before 1978 and if Armstrong will be disturbing six square feet or more of paint per interior room, twenty square feet or more of exterior paint; or for any work involving windows. For areas of the project that lead-based materials are discovered, or presumed to exist, the Lead-Safe Renovation Rule requires that Armstrong undertake certain steps to provide for containment of the work area, minimization of dust, and cleanup of the area. If such conditions are discovered and are not included in the Contract Price, the Owner agrees to pay the cost of compliance with the Wisconsin Lead-Safe Renovation Rules. If not included in the Contract, the Parties agree that a Change Order will be entered into by the Parties that details the work to be performed and the cost to be charged in order to comply with the Lead-Safe Renovation Rules. If Work is performed pursuant to the Lead-Safe Renovation Rules, Armstrong agrees to provide cleaning verification and documentation as required by the rules. Unless expressly included as part of this Contract or Specifications, Armstrong is not responsible for lead-based paint or material hazards and/or lead-based paint or materials remediation.

12. **Project Site Protection.** Owner agrees to remove, return and protect any personal property inside and outside the Project Site and is solely responsible for, and holds Armstrong harmless for, the proper protection and safety of all personal property in, near or reasonably foreseeable to be affected by, the Work. Armstrong will use reasonable efforts to avoid damage to any existing structure at or near the Project Site, however, shall not be responsible for damage to Owner's property, including, but not limited to, existing walks, concrete steps, driveways, curbs, septic tanks, sewer lines, water or gas lines, telephone or electric lines, lawns, shrubs, trees, and other interior or exterior plantings or vegetation, whether caused in whole or in part by Armstrong, its employees or subcontractors, or their suppliers in the performance of the Work or in the delivery of materials at the Project Site, excluding intentional or reckless conduct attributable to Armstrong. If the Owner requests that Armstrong assist in moving any of Owner's personal property or if Armstrong must move any personal property as part of its Work, Owner holds Armstrong free from any liability for damage caused by or to such personal property or otherwise. If Armstrong is required to move Owner's property to perform its Work, Owner will be responsible for additional moving charges.
13. **Inspection.** Upon request from Owner, Armstrong agrees to make reasonable accommodations for Owner's inspection of the Work during Armstrong's regular working hours. As the Project Site can be a dangerous place, Owner agrees to not enter the Project Site without being accompanied by Armstrong's representatives, unless prior written arrangements have been made. Owner agrees to adhere to all safety requirements of Armstrong, whether verbal or posted. Owner shall be solely responsible for his or her safety and for the safety of any persons accompanying Owner or Owner's third party contractors, and acknowledges that all such persons enter the Project Site at their sole risk. Armstrong is not responsible for any injury or damage to the Work or Project Site caused by Owner, its third party contractors or those accompanying Owner, and Owner shall hold Armstrong harmless and shall indemnify against any claims asserted against Armstrong arising out of such injury or damage, including all costs and attorney fees.
14. **Substantial Completion.** Substantial Completion means the date the Work, or a portion hereof, is sufficiently complete so that the Owner may occupy or utilize the Work for the use for which it is intended. Armstrong shall achieve Substantial Completion within the Contract Time identified in this Contract, provided weather conditions permit Armstrong's prompt commencement and continuation of the Work at the Project Site. Receipt of occupancy permit from applicable government authorities, whether temporary or permanent, or Owner's actual occupancy of the Work shall be conclusive proof of Armstrong's achievement of Substantial Completion for payment and commencement of the Limited Warranty under this Contract.
15. **Punchlist Inspection.** Upon Armstrong's notice to Owner, Owner and Armstrong shall perform an inspection of the Work and prepare a punchlist of any items requiring touchup, repair and completion to conform to the Plans and Specifications. Armstrong shall establish a schedule for addressing punchlist items, taking into consideration necessary time for scheduling any skilled labor and custom specialized or fabricated materials needed to complete them. Upon preparation of the punchlist, Armstrong may invoice for and be entitled to the amount of Final Payment, less any reasonable costs for completion of any punchlist items which shall be held by Owner and disbursed to Armstrong upon completion of the punchlist or individual items thereof. Upon completion of the punchlist items and all outstanding payments, Armstrong shall provide Owner with such manufacturer manuals, warranties, and other documentation relating to items installed on the Project.
16. **Delay.** Armstrong shall be entitled to an equitable extension of the Contract Time, including a reasonable period of rescheduling and setup of its workers and subcontractors, and increase in the Contract Price, for any delay caused by Owner or beyond Armstrong's control, including, but not limited to: changes in the Work or the sequencing of the Work by Owner, Owner's failure to make timely decisions or selections, Owner's delay in making any payment, adverse or unseasonable weather conditions, concealed or unknown conditions, encountering of hazardous materials, excavation collapse, adverse government or approval actions, unavailability of materials, casualties, accidents, environmental or personal hazards, theft or vandalism, strikes, fires, delays by common carrier, subcontractors and material supplier delays, unavoidable casualties or any other causes beyond the control of Armstrong.
17. **Allowances.** An Allowance is an amount budgeted for completion of a specified portion of the Work or is otherwise estimated because hidden conditions or other variables not known at the time it is set may cause the actual cost of the item to increase or decrease from the Allowance amount. Allowances are estimates only and in no event will Armstrong be liable for any difference between any Allowance item and the actual costs of such item. If the final cost of an Allowance item exceeds the Allowance amount established for the Project, Owner is responsible for paying Armstrong the additional costs plus fifteen percent (15%). If the final cost of an item is less than the Allowance amount, the difference will be applied against the Contract Price.
18. **Progress Payments.** Payment by Owner shall be due within five (5) days of receipt of Armstrong's Invoice, consistent with the progress payment schedule identified in this Contract. Armstrong will provide lien waivers for its work in exchange for each payment and will provide lien waiver for all subcontractors providing work in excess of the amount of \$500.00, with its next invoice for the Project.
19. **Final Payment.** If Owner fails to make any payment when due, Armstrong may, upon three (3) days written notice to the Owner, stop the Work until payment, plus any accrued interest and costs of collection as provided herein, are received by Armstrong. Owner may not withhold payments pending final inspection by the local municipality or upon any claim of warranty or any defect or deficiency in the Work. All past due payments shall bear interest at a rate of 1.5% compounded monthly, until paid. Owner shall pay all of Armstrong's costs to collect past due payments owed



21. **Changes.** All changes, additions, deletions, or extras to the Work ("Changes") will be memorialized by written Change Orders signed by the Owner and Armstrong specifying the additional labor, services, and materials to be furnished by Armstrong and the adjustment to the Contract Price and Contract Time. If Owner requests or orders Armstrong to perform any Changes in the Work, Owner will be responsible for any increase in the Contract Price and Contract Time. Written Change Orders may be prepared by Armstrong at intervals throughout the Project, and provided to Owner for approval. Unless otherwise agreed by Armstrong and Owner, all Changes shall be charged at the cost of the Work of such Change, plus fifteen (15%) for Armstrong's overhead on materials, equipment, and subcontractors, plus \$75.00 per hour for Armstrong's labor and supervision required for the Change. Armstrong may require that all Change Orders be fully paid by Owner in advance of the changed Work being performed.

LIMITED WARRANTY

22. **Exclusive Limited Warranty.** For a period of one (1) year from the date of Substantial Completion, Armstrong agrees to repair, or replace at its option, all Work performed under this Contract so that it is free from defects in design and workmanship ("Limited Warranty"). This Limited Warranty shall be Owner's sole remedy for any defects, errors and omissions under the Contract. This Limited Warranty extends to the Owner alone, and automatically terminates upon Owner selling or transferring title to the Project real estate and/or the Work. The Contract Price and Armstrong's contractor's fee is set in reliance that this Limited Warranty is the sole and exclusive remedy provided for all design and construction defects, errors and omissions under this Contract. Owner acknowledges that the following are specifically excluded from this Limited Warranty and Armstrong accepts no responsibility for:

- a. Work for which Armstrong has not received payment as required under this Contract;
- b. Materials, equipment or systems that are specified by manufacturer, model number, catalog number, trade name, grade or quality, or similar specific identification, or supplied by Owner, shall be covered exclusively by the manufacturer warranty (if any, and which to the extent possible shall be assigned to Owner) and Contractor does not separately warrant such materials and shall in no way be responsible for the performance of such materials, equipment or systems;
- c. Defects or failures of materials or equipment installed pursuant to manufacturer recommendations or instructions or otherwise properly installed in the Project;
- d. Damage from ordinary wear and tear, scratches, dents, or surface wear occurring after installation;
- e. Alterations or modifications to the materials, physical abuse, misuse, ordinary maintenance or damage caused by neglect or Owner's lack of proper maintenance;
- f. Items not installed by Armstrong or its subcontractors or their Work modified by others;
- g. Damages caused by weather conditions and occurrences of nature, including floods, high winds, snow loads, ice or snow build-up or movement, and expansion or contraction of materials; and
- h. Special, incidental or consequential damages of any sort, including loss of use.

Within fourteen (14) days of discovery of any item of the Work covered by this Limited Warranty period, Owner shall provide notice to Armstrong in writing of the item(s). Owner expressly waives any claim under this Limited Warranty for which Armstrong does not receive such timely notice. Upon receipt of notice, Armstrong shall have thirty (30) days to perform an inspection of the item and agrees to thereafter undertake reasonable efforts to commence and continue correction of defective or incomplete Work covered by this Limited Warranty. Owner agrees that Armstrong, at its discretion, may undertake repairs, rather than replacement, where such repairs permit the proper functioning of the defective Work, regardless of aesthetics or any resulting diminished value. Armstrong will have no obligation to perform any inspection or warranty corrections under this Limited Warranty unless and until all outstanding amounts due for the Work or otherwise under this Contract, are received by Armstrong. Armstrong's correction of Work shall not extend the one (1) year Limited Warranty period for those corrected.

EXCEPT FOR THE LIMITED WARRANTY, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, USE, HABITABILITY, WORKMANSHIP, AND FITNESS FOR PARTICULAR PURPOSE OR ANY STATUTORY WARRANTIES SHALL APPLY TO THE WORK AND THE PROJECT, AND THE OWNER HEREBY WAIVES ANY SUCH WARRANTIES.

23. **Air Quality. CAUTION:** Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi, bacteria, and toxins secreted by them, occur naturally. They may be present during or after construction of the Project in its air and on surfaces including wall cavities, attics, windows, basement, exterior, or any other part of the Project and Work. Concentrations of moisture can result from cooking, showering, washing or similar water-related indoor activities, from the atmosphere outside, and from the design, construction means and methods, and materials used in the construction of the Work, including achieving energy efficiency by construction methods that reduce air infiltration and circulation. This moisture may cause the presence, growth, release, discharge or dispersal of microorganisms, which, at certain levels, can cause deterioration of Project materials, damage to property, health hazards, personal injuries or other irritant effects, such as skin irritation, respiratory problems and allergic reactions. Likewise, concentrations of radon released from soil and chemicals released from household furnishings, appliances, mechanical equipment, personal possessions, and other materials may, at certain levels, cause the same or similar effects. Microorganisms, radon and chemicals occur naturally in the environment, and as a result, Armstrong cannot eliminate the possibility that they may be present or may grow in, on, or about the Project or Work. Owner may reduce these adverse effects by proper operation and maintenance of heating, ventilation, air conditioning and dehumidification equipment, interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking. Owner acknowledges that the prevention of such effects requires specialized plans, specifications, ventilation and construction techniques, and thereafter, specific building operation and maintenance protocols must be maintained by the Owner, all of which add significant costs and are not included in this Contract.

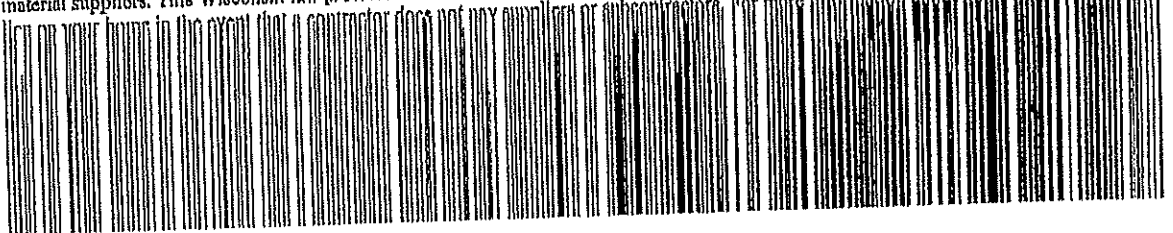
As a result of these factors, Owner acknowledges and agrees Armstrong is not responsible for the presence, growth, release, discharge or dispersal of any microorganisms, radon and chemicals at the Project Site and in the Work. **NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, OWNER RELEASES ALL CLAIMS AGAINST ARMSTRONG, ITS SUBCONTRACTORS, SUPPLIERS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ("RELEASED PARTIES"), FOR BODILY**



INTENTIONAL MISCONDUCT OF A RELEASED PARTY. Upon Substantial Completion, the Owner assumes sole responsibility to operate and maintain the Work and its systems, and to comply with all operation and maintenance instructions furnished by Armstrong to Owner;

- 24. **Notice Concerning Construction Defects.** Wisconsin law contains important requirements that must be followed before Owner may file a lawsuit for defective construction against Armstrong, those who constructed your dwellings or completed your remodeling project, or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin Statutes requires the Owner to deliver to Armstrong a written notice of any construction conditions alleged to be defective before the Owner files a lawsuit, and the Owner must provide Armstrong or the window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. The Owner is not obligated to accept any offer made Armstrong or the window or door supplier. All parties are bound by applicable warranty provisions.
- 25. **Armstrong's Insurance.** Armstrong agrees to maintain workers' compensation and comprehensive general liability insurance during performance of its Work with the following limits of coverage: **COMMERCIAL GENERAL LIABILITY \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate; WORKER'S COMPENSATION** at or exceeding statutory limits.
- 26. **Owner's Insurance.** Before commencement of the Work and until Final Payment is made to Armstrong, Owner will maintain property insurance covering the full value of the Project Site, including existing construction plus the new Work. This insurance shall cover all physical losses, including basement collapse, fire, wind damage, theft and vandalism. If Owner fails to obtain or maintain insurance as provided above, Owner assumes all liability for losses covered by such insurance and Armstrong may, but shall not be obligated to, procure such insurance and Owner shall pay Armstrong for its costs. Owner hereby waives all rights of subrogation against Armstrong and its insurers for losses paid by the proceeds of insurance maintained by Owner. At Armstrong's request, Owner agrees to provide Armstrong with a copy of the Certificate of Insurance evidencing said coverage prior to the commencement of the Work, naming Armstrong as a loss payee under the insurance policy, including any updated or renewed insurance coverage.
- 27. **Termination by Armstrong.** Upon five (5) days written notice to Owner, Armstrong may terminate this Contract if the Owner materially delays Armstrong in performance of its Work, the Owner otherwise breaches this Contract, the Owner fails to make any payment when due, or the Project is suspended by Owner for thirty (30) cumulative days or more. Upon such termination, Armstrong shall be paid for Work performed to date, plus demobilization expenses, Armstrong's Contractor's Fee equal to fifteen percent (15%) of the remaining estimated Contract Price for the Work, plus any Changes approved prior to termination, and any other damages it sustains as a result of such termination for cause.
- 28. **Termination by Owner.** If Armstrong defaults or fails or neglects to carry out the Work in accordance with this Contract, Owner shall provide written notice to Armstrong specifying the alleged default or failure. If Armstrong fails to commence correction of the specified default, failure or neglect within ten (10) days after receiving such notice, Owner shall provide a second written notice to Armstrong and if, after an additional ten (10) days, Armstrong fails to commence correction of the specified default, failure or neglect, Owner may terminate this Contract and complete the Work. In such event, Owner shall pay Armstrong for Work performed through the date of termination and all Project materials shall be retained by Owner, provided the Owner makes payment to Armstrong for all such materials.
- 29. **Good Faith Negotiation.** As a condition precedent to litigation or arbitration, any leave dispute, or other matter in question arising out of or related to this Contract ("Claim") shall be subject to good faith negotiations by the Parties. At least one (1) week before such a meeting, the Party seeking resolution of a Claim shall submit to the other Party a brief written statement identifying the issues in dispute and itemizing the amount of the Claim, along with supporting documentation necessary to understand the nature of the Claim.
- 30. **Arbitration.** All Claims that cannot be resolved by Good Faith Negotiations shall be resolved by binding arbitration. Unless the parties mutually agree on an arbitrator within thirty (30) days after notice of the arbitration Claim is submitted from one party to another, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect as of the date of this Contract, except that a single arbitrator shall be appointed to resolve the Claims. Arbitration shall consolidate and join any subcontractors or other parties involved in a common question of law or fact necessary. Proceedings regarding statutory lien rights commenced by Armstrong or any subcontractors involved in the arbitration with Owner shall be stayed pending resolution of the merits of such claims by arbitration. The award of the arbitrator shall include actual attorney fees and costs to the party or parties in whose favor judgment is rendered, payable and apportioned amongst the losing party or parties as the arbitrator shall determine. Judgment upon the award rendered shall be final and may be entered in any court of the forum, state or federal, having jurisdiction.
- 31. **Consequential Damages.** The Owner waives claims against Armstrong for consequential damages arising out of or relating to this Contract, including damages incurred by the Owner for rental expenses, loss of use, income, profit, financing, business and reputation, except as expressly provided in this Contract. This Waiver includes all Owner consequential damages due to either Party's termination of this Contract, except as otherwise expressly provided herein.
- 32. **LIEN NOTICE AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, ARMSTRONG HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS 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, IN ADDITION TO ARMSTRONG, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, 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 THEIR MORTGAGE LENDER, IF ANY. ARMSTRONG AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien in the event that a contractor does not pay any subcontractors. For more information about home improvement law



NOTICE OF CANCELLATION

If you are notified by your insurer that the claim under the property insurance policy has been denied in whole or in part, you may cancel the contract by personal delivery or by mailing by 1st class mail a signed and dated copy of this cancellation notice or other written notice to:

ARMSTRONG GENERAL CONTRACTING, LLC
1011 West Somers Street
Milwaukee, WI 53205

at any time before midnight on the third business day after you have received the notice from your insurer. If you cancel the contract, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within 10 days following the receipt by the contractor of your cancellation notice.

I CANCEL THIS CONTRACT

OWNER

DATE

CUSTOMER'S RIGHT TO CANCEL

YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO ARMSTRONG CONSTRUCTION & REMODELING LLC, 1011 WEST SOMERS STREET, MILWAUKEE, WI 53205 BEFORE MIDNIGHT OF THE THIRD (3RD) 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. A DUPLICATE OF THIS NOTICE IS PROVIDED BY ARMSTRONG FOR YOUR RECORDS.

for this Project and the Work. No prior negotiations, statements, arrangements, warranties, or understandings, oral or written, express or implied, will be recognized unless stated in, or otherwise required by, this Contract. This Contract shall not be amended except in writing executed by both Parties. The course of conduct of the parties shall not operate as a subsequent waiver of Contract requirements thereafter.

- 34. **Governing Law.** All matters relating to validity, performance or interpretation of this Contract shall be governed by Wisconsin law.
- 35. **Severability.** If any provision of this Contract or the application of it to any entity, person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other entities, persons or circumstances shall not be affected and the remainder shall be enforced to the greatest extent permitted by law.
- 36. **Interpretation.** Titles of sections in this Contract may not be used to limit their interpretation, scope of duties or obligations. Plural tense shall include the singular and singular shall include the plural tense throughout this Contract.
- 37. **Binding Effect.** This Contract shall be binding upon Armstrong and Owner, their heirs, executors, administrators, successors, trustees and assigns. The Parties executing this Contract hereby represent they have a legal authority to bind the entity for which they sign. Owner represents that Owner has the necessary financial resources to fulfill Owner's obligations under this Contract and the legal authority to execute this Contract. If Owner is married at any time during the Contract Time, the spouse signing this Contract acknowledges that this Contract is for a marital purpose obligation. The signature of either Owner (if more than one) will be sufficient for all purposes under this Contract. A facsimile or scanned signature will be as binding as an original signature for purposes of execution of this Contract, any notice, or any Change Order.

Date: _____

Date: June 14, 2017

Armstrong General Contractors, LLC

Owner(s) 

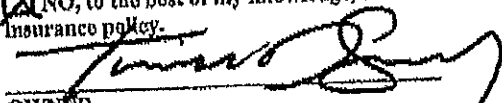
By: Steve Downey (Operations Manager)

Signature _____
Timothy D. Scanley
Print Name

Signature _____
Print Name

Please indicate whether, to the best of your knowledge, the work contemplated by this contract is related to a claim under a property insurance policy.

- YES, to the best of my knowledge, the work contemplated by this contract is related to a claim under a property insurance policy.
- NO, to the best of my knowledge, the work contemplated by this contract is not related to a claim under a property insurance policy.


OWNER

June 14, 2017
DATE

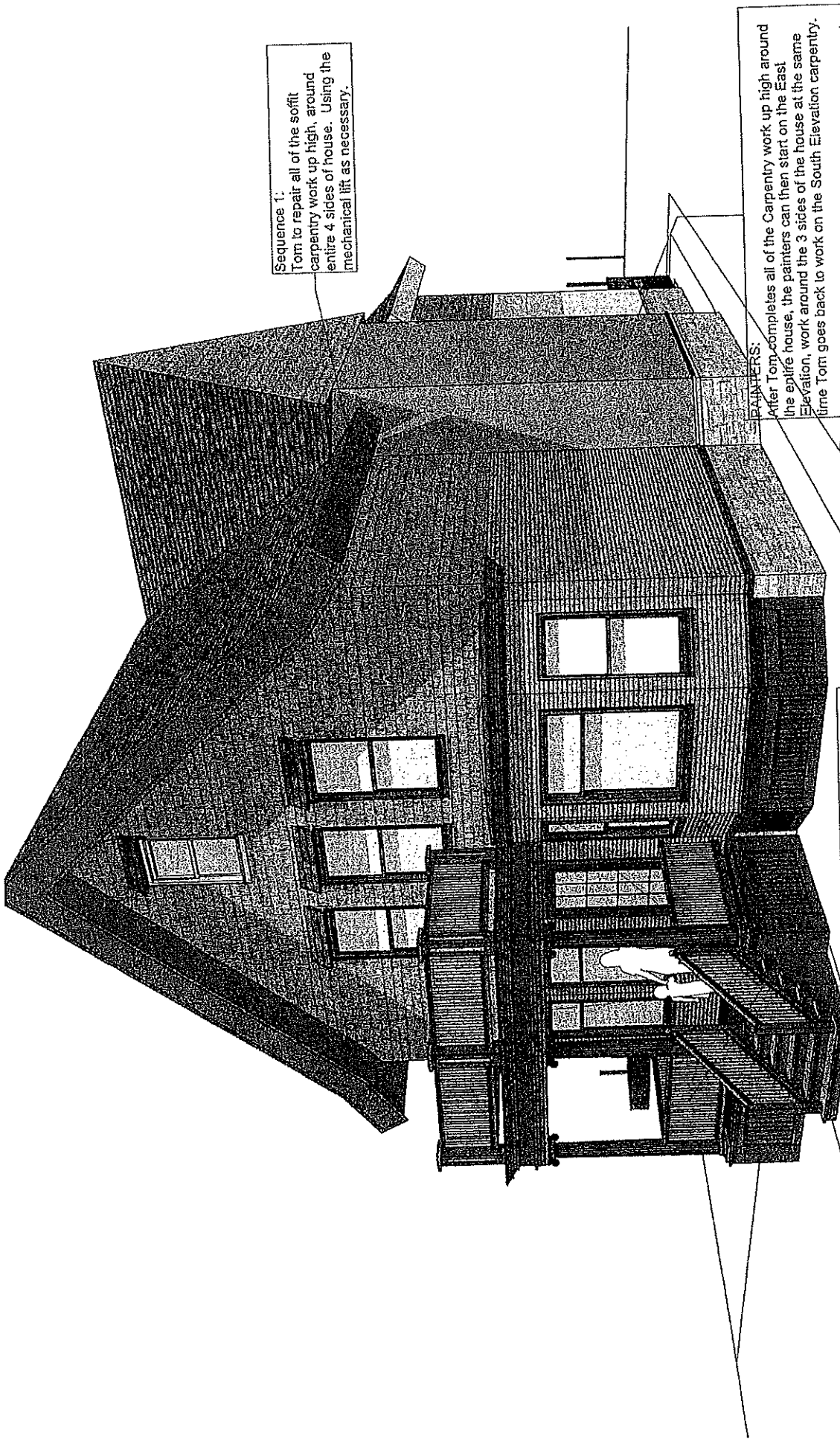
Armstrong General Contracting, LLC

DATE

If this Project is related to a claim under a property insurance policy, you may cancel this contract at any time before midnight on the third business day after you have received written notice from your insurer that the claim has been denied in whole or in part under the property insurance policy. See the attached notice of cancellation form for an explanation of this right.

EXHIBIT

C



Sequence 1:
Tom to repair all of the soffit
carpentry work up high, around
entire 4 sides of house. Using the
mechanical lift as necessary.

PAINTERS:

After Tom completes all of the Carpentry work up high around
the entire house, the painters can then start on the East
Elevation, work around the 3 sides of the house at the same
time Tom goes back to work on the South Elevation carpentry.

This would maximize the efficiency of the mechanical lift, and
we would be getting the painters to the site quicker and finishing
before it starts getting too cold with the weather.

After Tom completes all of the repairs up high around the entire house, he can then resume
his carpentry work on the South elevation. That way the painters could start painting the
other 3 sides of the house and have access to the lift. By the time they finish the 3 sides,
Tom will be almost ready for them to finish the lower portion of the South Elevation.

EXHIBIT

D

From: Tim Scanley [mailto:TScanley@hga.com]
Sent: Tuesday, August 29, 2017 8:48 PM
To: Steven Downey <steven@armstronggc.com>
Cc: Nicholas Armstrong <nick@armstronggc.com>
Subject: Workflow question

Steve/ Nick,

I was thinking about the work that still needs to be completed and I wanted to bounce an idea off of you to see if it makes sense.

With September here, weather is starting to be a concern. We might not get lucky like last year. **Here's my idea...**

1. What if Tom were to switch gears, putting the South Elevation on hold, and moving to fixing all of the eaves & soffit carpentry up high around the house....maybe starting on the East and working his way around the house. I presume he would be using the lift to do this work.
2. When he's done with the high-up carpentry repairs around all 3 sides of the house, the Painters could then take over the lift and start Caulking, Priming and Painting starting on the East Elevation of the house and working their way around the house while Tom goes back to focusing on finishing the carpentry on the South. As the painters start to work on the 3 sides of the house (East, North, and West)... Tom could be finishing up with all of the carpentry on the South such as the porch railings, shingles, etc.
3. By the time he's done with the South, the painters could then finish up right behind him.

Nick, you said yourself that Tom likes to work in a linear type of way, but I don't think we can afford for him to finish everything on the South Elevation before the painters even start their work on the rest of the house. This could be a really efficient way to use the mechanical lift and we can finish the majority of the painting earlier in the season.

Please consider this, and let's talk about if you have the man-power to do this. I think it makes a lot of logical sense.

Let's talk in the next day or two.

Tim Scanley

EXHIBIT

E

From: Tim Scanley [mailto:TScanley@hga.com]
Sent: Tuesday, August 29, 2017 11:11 AM
To: Nicholas Armstrong <nick@armstronggc.com>; Steven Downey <steven@armstronggc.com>
Subject: Deck Finish - Summary

Nick,

I would like to Summarize and Clarify my position after our conversation this morning.

1. I never asked for primer to be installed over the Boiled Linseed Oil without it drying first. I clearly stated that in my instructions last week.
2. I asked for a splash test to be performed (in a following email), and IF it failed...to either sand or use a wood-brightener to remove the mill-glaze and to open the pores of the wood to allow the BLO to soak in better. This was never done or acknowledged.
3. To not delay our progress, I agreed to compromise & install the deck with only the Boiled Linseed Oil on it, with no Primer. Your concern was the Primer shouldn't go on before the BLO dried properly. We agreed to let it weather and assess when it can be primed in the near future.
 - a. My concern is that we need to prime before the columns are installed. I'm not leaving exposed decking under the columns. This needs protection.
 - b. Please coordinate with Tom and painter. Move to another part of the house if we're still waiting on the deck to weather.
4. Priming: My direction is to use an Exterior Alkyd Oil-based primer. Because of the penetrating characteristics of the Oil-based primer, it will bond to the penetrating aspects of the Boiled Linseed Oil treatment. Final coats to be Exterior Latex.

Poor coordination and timely communication is at the heart of these why we're dealing with these disagreements. There will always be differences of opinions or construction complications.

In the future, when you disagree with me on something, then bring up the issue and we can discuss how to solve it TOGETHER. I usually do have a logic and I do a lot of research that form my direction. But I will always listen.

Sincerely,

Tim Scanley

-----Original Message-----

From: Tim Scanley
Sent: Wednesday, August 23, 2017 4:21 PM
To: 'Steven Downey'
Cc: Nicholas Armstrong
Subject: RE: Wood prime

Steve,

I've researched a number of historic renovation projects and adding a pre-treatment to the wood should help with paint adhesion during seasonal shrinkage & expansion of the wood, as well as acting as a wood preserver.

My recommendation is to:

- Pretreatment: Boiled Linseed Oil with 50/50 Turpentine mix. Stack and allow to fully dry.

- Primer: Oil-based Primer - 1 coat (coat all 6 sides)
- Final Coat: Exterior Latex for Deck/Floor applications - 2 coats per manufacturers spec's

I also read a technique from a historic porch builder in which he primes the T&G grooved sides and installs them wet. Then finishes the priming of the top afterwards. Seems tedious and messy, but may work solve the issue of the boards being too tight to fit together like you've experienced in the past.

Let me know what you think, bounce this off your painter to get their comments.

Thanks,
Tim

EXHIBIT

F

From: Tim Scanley [<mailto:TScanley@hga.com>]
Sent: Tuesday, September 5, 2017 8:07 PM
To: Steven Downey <steven@armstronggc.com>
Cc: Nicholas Armstrong <nick@armstronggc.com>
Subject: RE: Scanley

Nick/ Steve,

Let me start by saying I believe you should be fairly compensated for the work you have done or the work beyond the original scope of work. A job of this complexity will have unforeseen issues or changes to the scope along the way. It was never my intention of asking you to perform free work or to take advantage of our relationship.

I believe we can get to a level of compensation that makes you whole, but more accurately reflects the actual labor time needed to perform the additional scope. Would you be willing to re-assess the number of labor hours on the above Change Orders?

I trust that we can work through these issues, in a fair and good-faith way.

Sincerely,

Tim Scanley
3114 W. Juneau Ave.
Milwaukee, WI 53208
414-617-5208

From: Steven Downey [<mailto:steven@armstronggc.com>]
Sent: Tuesday, September 5, 2017 4:00 PM
To: Tim Scanley
Cc: Nicholas Armstrong
Subject: FW: Scanley

Tim,

We are still unable to get a lift at this time. We feel that we will need to complete the deck and second story railing first but Nick and I discussed the verbally approved Change Order work that we have been tracking since last September and has continued to date. We have moved forward with the additional work per your direction but feel that Armstrong will need payment in full prior to our remobilization at this time. Please feel free to contact me directly with any questions or concerns.

Thank You,
Steve Downey
Operations Manager | 414-544-7173 | steven@armstronggc.com
armstronggc.com | Office 414-831-5852 | Fax 414-265-5852
Armstrong General Contracting
1011 W. Somers St. Milwaukee, WI 53205



"where knowledge meets passion"

From: Nicholas Armstrong
Sent: Tuesday, September 5, 2017 12:51 PM
To: Steven Downey <steven@armstronggc.com>
Subject: scanley

Please
Verify and send, Thanks!

Nicholas Armstrong

VP + General Manager | 414-831-5852 | nick@armstronggc.com
armstronggc.com | Armstrong General Contracting
1011 W. Somers St. Milwaukee, WI 53205



EXHIBIT

G

ARMSTRONG

GENERAL CONTRACTING



WHERE KNOWLEDGE MEETS PASSION

1011 West Somers Street
 Milwaukee, WI 53205
 Phone: (414) 831-5852
 Fax: (414) 265-5852

INVOICE NO
 017-165

SOLD TO: Tim Scanley
 3114 W Juneau Ave
 Milwaukee, WI 53208

SHIP TO: 3114 W. Juneau Ave P2&3
 3114 W. Juneau Ave
 Milwaukee, WI 53208

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
TSCANLEY				On Rcpt	10/16/2017	1

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Additional work items related to rebuild/repair rear deck: *2 men / 2 day each *4 each - 5/4" x 6" x 8' *3 each - 2" x 12" x 8' *2 each - 1" x 8" x 8' *2 each - bags of concrete *3 each - 2" x 6" x 8'	2,835.60	2,835.60
1	Additional work items related to rebuilding front deck roof: *2 men / 3 day each *4 each - 1"x6"x8' *4 each - 1"x4"x8' *3 each - 2"x8"x8' *2 each - 4"x4"x8' *4 each - 2"x6"x8' *2 each - 2"x4"x8' *2 each - 1"x12"x16'	3,855.60	3,855.60
1	Additional work items related to apply 6 point boiled linseed oil to T&G floor decking: *2 men / 1 day each *2 each / Bailed linseed oil	1,200.98	1,200.98
1	Additional work items related to apply 6 points of primer to all new siding and wood intall front porch and defferent parts of the house: *2 men / 7 days each *2 each / primer	8,400.15	8,400.15

Change Order #02

WE APPRECIATE YOUR PROMPT PAYMENT.
 THANK YOU FOR YOUR BUSINESS.

AMOUNT DUE 16,292.33

ARMSTRONG
GENERAL CONTRACTING



WHERE KNOWLEDGE MEETS PASSION

1011 West Somers Street
Milwaukee, WI 53205
Phone: (414) 831-5852
Fax: (414) 265-5852

INVOICE NO
017-165

SOLD TO Tim Scanley
3114 W Juneau Ave
Milwaukee, WI 53208

SHIP TO 3114 W. Juneau Ave P2&3
3114 W. Juneau Ave
Milwaukee, WI 53208

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
TSCANLEY				On Rept	10/16/2017	2

IF WORK IS UNPAID AFTER 30 DAYS FROM COMPLETION, THEN A CHARGE OF 15% SHALL BE CHARGE MONTHLY ON ANY UNPAID AMOUNT. ALSO, THE OWNER OF THE LAND IS RESPONSIBLE FOR ANY FEES INCURRED BY ARMSTRONG GENERAL CONTRACTING, LLC. FOR RECOVERY OF MONEY DUE.

As required by the Wisconsin Construction Lien Law, Armstrong General Contracting hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on that land and to the buildings on that land if they are not paid for such labor or materials. Those entitled to lien rights, in addition to Armstrong General Contracting, LLC. 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, and should give a copy of each notice received to his mortgage lender =, if any. Armstrong General contracting agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Credit Card payments accepted. Note a 2.9% plus \$0.30 will be added to the total amount invoiced. Thank you

EXHIBIT

H

October 13, 2017

Steve/ Nick,

Thank you for our meeting on Tuesday and your willingness to work toward a resolution regarding these Change Order disputes.

We talked a lot about the difficulties fitting my project into your busy schedule and finding tradesmen that can be relied upon to perform quality work. This certainly concerns me as I think about how these issues impact the work that remains on our house. I trust you are continuing to work through these on-going issues.

The main issue here is that Change Orders were not submitted and signed by me prior to work being done. This gave me no opportunity to monitor the cost of the work, or to provide alternate solutions that may have cost less, or even allowed me to decline the work altogether.

The resolution over these unsigned and unauthorized Change Orders is in reality a separate dispute from the original contracted work. It is unreasonable and unfair to demand that I agree to pay for all Change Orders as a condition of completing the Work you committed to in Phase I, Phase II, or Phase III. I believe you have a contractual obligation and responsibility to re-start and complete the original work within a mutually agreed upon timetable. I consider you in breach of contract because nothing is being done toward completion of Phase I, II, or III.

I am willing to resume our discussion over resolving these Change Orders after the contracted work is completed. The first step moving forward is for Steve to develop a comprehensive timetable for completing our house that we can both agree to. The project has already extended over one year which is far longer than I ever expected and far longer than you said it would take.

Absent a timetable for completion by Friday October 20th, I reserve my right to terminate the contract for your continuing breach. If you need access to the house, coordinate a date/time with me and I will accommodate any time you need to walk the site.

Absent an agreement on timetable for completion of the original contracted work within the agreed budget, I will be forced to pursue using other contractors to finish the work. I will pay you only the value for your properly completed and permitted work to date. However, if any work has to be re-done due to sub-standard quality or incorrect installation or was not done to code, then I will not pay for that until I offset the cost to get it corrected to code or re-done properly.

There is still \$30,000 left on our contract at this point. I say that because it's still a substantial amount of money that's left to be paid. I believe that it's in the best interest, of both parties, to move toward resolution.

Sincerely,

Tim Scanley

EXHIBIT

I



October 20, 2017

Tim Scanley
3114 W Juneau Ave
Milwaukee, WI 53208
Email: TScanley@hga.com

Project: 3114 W Juneau Ave, Milwaukee WI.

Tim:

We are disappointed in your Oct. 13 letter. We have supplied you with extensive documentation and taken time to meet with you on two separate occasions in our office in order to respond and resolve the numerous issues you have brought up. I understood from our meeting that we were in agreement as to reduced amount we offered as an acceptable compensation for the Change Order #17042-01, which was a substantial compromise by Armstrong in order to settle the issue so that we could proceed and complete your project.

Instead of continuing productive communication regarding the substantial balance you owe to Armstrong, your letter states that you will not even discuss the outstanding balance until after the entire contract is completed. Furthermore, the fact that you are a professionally licensed Architect in the construction industry you well know that this practice is not the AIA Industry standard way of doing business. I do not understand where you got the idea that you can pick and choose what amounts you will pay and when, but the Contracts' terms and conditions confirm that you are responsible for all costs of extras, plus 15% markup per Section 21. This clause provides Armstrong may even require payment as early as prior to commencement of such changes.

It is also apparent from your letter that you are now attempting to rewrite history by trying to create a paper trail with inaccurate information. While we did talk about issues surrounding the scheduling of the remainder of the project, we did not state that we had difficulties finding tradesmen that can be relied upon to perform quality work but rather we are trying to insure, per your request, that our lead carpenter that has continually been working on your project remain on site due to the extensive you have specified for the scope of work. What we did discuss is the fact that your constant changes and re-specification of work has resulted in the change orders and substantial delays to the work. These changes have stalled and delayed your project substantially. That has in turn impacted the scheduling of personnel on yours

Armstrong General Contracting
1011 West Somers Street
Milwaukee, Wisconsin 53205

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414-265-5852



and other projects we previously, as well as currently, have scheduled. Specifically, you have stated that you only want Tom, our lead carpenter running your site. Due to the delays you have caused, he is now on other projects and we discussed that it would take approximately 3 to 4 weeks before we can get him back on site. Your attempts to manipulate our conversation to suggest we are unable to continue with your work and possibly be in breach of the contract is really quite concerning.

Equally concerning is your statement that the Change Order work was not authorized. None of this work would have proceeded without your specific direction both verbally and within the numerous emails I have previously submitted to you. You personally specified the materials and means and methods for these changes. You made numerous changes in these procedures, and personally directed and dictated this work on site with our lead carpenter. Please refer to your August 23 and 29 emails as examples, if you are confused as to what you directed. These are unquestionably changes in the scope of work and you obviously would have recognized them as changes as you were the one directing the process. It is quite disingenuous for you to now claim that this work was not authorized by you to proceed. You even acknowledged that Armstrong should be fairly compensated for the work done beyond the original scope of the work and that it was never your intention "to perform free work or to take advantage of our relationship". You made no request to monitor the work, and did not request any pricing prior to this work proceeding, instead you directed it to move forward per your specific instructions.

You specifically requested these changes and are liable for the costs. It is neither unfair nor unreasonable for you to live up to your obligations for the project. It is unfair and unreasonable to expect Armstrong to continue to perform work on your project after you have expressly stated you will not pay for changes you personally requested and directed. Threatening termination because you do not want to pay for the changes is an even more unreasonable position.

Since you have refused offers of compromise and refuse further discussion, I am including with this letter an invoice for the balance currently due on the base Contracts, Change Order #17042-01, plus the custom porch materials you directed us to purchase from Vintage Woodworks and Worthington Architectural Products which we completely pre-primed and which is currently being stored at our facility at "our" cost for several months. Per our Phase 1 and combined 2 and 3 Contracts the amount of \$7,412.96 for all completed labor and materials stored to date as well as \$16,292.33 for the above mentioned Change Order for a completed to date total of \$23,705.29 which is due within five days of receipt. Please refer to the base contract breakdown within the attached "Exhibit A". Interest charges will commence on all past due balances. We further reserve the right to recover attorneys' fees incurred in collection of any amounts or the filing of liens. See Contract Sections 18-19.

Armstrong General Contracting
1011 West Somers Street
Milwaukee, Wisconsin 53205

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414-265-5852

ARMSTRONG
GENERAL CONTRACTING



Armstrong's contract permits suspension of work for non-payment, notice of which was provided to you back in September. Given your notice that you will refuse to pay or even discuss the balance due for the Change Order, we have no option but to continue suspension until the balance due is resolved.

At this time, we are aware of no breach by Armstrong of the Contract, and we have a right to suspend the work. Should you proceed unilaterally with your threatened termination, you will remain responsible for all the associated costs, including the materials Armstrong previously purchased for the front porch on your behalf and direction as well as the work that has been completed to date, changes, plus anticipated profits on the Project, and all other associated damages.

If you would like to discuss a mutual cancellation of the Contract without cause, please give me a call at your earliest convenience.

Also, your letter again raises a vague assertion of defective or non-code compliant work which we find to be very distressful due to the fact that you have been unable to specifically cite any such issues. This confirms that we have no notice of any such work. Should you provide notice of any such work, it will be addressed in conformance with the Contract.

Respectfully submitted,
Steve Downey

Armstrong General Contracting, LLC.

Armstrong General Contracting
1011 West Somers Street
Milwaukee, Wisconsin 53205

www.armstronggc.com
414-831-5852
414-265-5852



ARMSTRONG

GENERAL CONTRACTING

"EXAHIBIT A"

	Base Proposal	Percent Complete	Stored & Completed
Phase 1			
1. Install new roof on the house total of 22 sq. ft.	\$ 9,900.00	100%	\$ 9,900.00
Demolition			
Roof deck			
Shingle Application			
2. Gutters	\$ 2,625.00	0%	\$ -
Install gutters and down-spouts			
Half round house only			
K style gutters @ front porch and bay window			
3. Demo existing chimney	\$ 575.00	100%	\$ 575.00
4. Wood repair	\$ 3,700.00		\$ 2,800.00
Remove, replace and install new wood soffit fascia boards - rear east side corners - \$950.00		100%	
Remove, replace and install soffit and fascia - rear west side - \$950.00		100%	
\$1800.00		50%	
5. Siding	\$2,300.00	95%	\$ 2,185.00
Remove and replace all damage siding - front, North, East and West sides of the property - first floor only approximately 2.5 sq. - \$1500.00			
Cedar shake - remove and replace front side of the house where siding is missing or damage approximately 1 sq. - \$800.00			
6. Painting	\$10,700.00	33%	\$ 3,566.66
Paint house exterior, including but not limited to clapboard siding, Shingle, trim, Facias soffit, brass metal weather-stripping - \$9800.00			
Storm Window removal (aluminum and Wood) Window surface prep. Paint all exterior only Window, sashes, casing, -\$900.00			
\$ 6,275.00			
Metal Coping Roofing - Phase 2			
Demolition of existing roofing/ sheathing/ insulation. \$350.00		0%	
Install new sheathing 7/16" OSB/ Ice and water shield \$250.00		0%	
Install new impermeable roofing membrane and flashing \$175.00		0%	
New metal (Copper) flat-seamed roof over bay window approximately 36 Sq. Ft. \$6500.00		0%	
	\$ 23,923.00		
Porch - Phase 3			
New raised-panel posts, with sloped top cap. \$2,750.00			
Columns, with Scamozzi capital and attic base. \$2,500.00 + 10% markup = \$2750.00		100%	\$ 2,750.00
(Worthington - American made Architectural Product)			
New porch deck. \$1,600.00		100%	\$ 1,600.00
Materials for 1st and 2nd floor for guard and hand railings \$4,623.00 + 10% markup = \$5085.30		100%	\$ 5,085.30
Order from Vintage wood work (owner special request)			
Porch guard rail P4 rail set with braided sub rail in Cypress			
Stair Handrail P3 rail set with braided sub rail in Cypress			
Balusters 2 1/4 by 2 1/4 Cedar square baluster			
Notching of balusters			
Labor to install all hand rails, guard rails. \$3,500.00		0%	
Remove concrete pillars to create a proper level to the new porch frame structure \$150.00 ea. = \$600.00		100%	\$ 600.00
New porch skirting & trim boards in Clear Pine material. \$2,100.00		100%	\$ 2,100.00
Remove all rotted porch framing and install new one. \$1,750.00		100%	\$ 1,750.00
New stair - \$1500.00		100%	\$ 1,500.00
Demo. \$ 500.00		100%	\$ 500.00
Install rubber membrane front porch with new underlayment. \$2,500.00		100%	\$ 2,500.00
	\$ 59,998.00		\$ 37,411.96
			\$ 29,999.00
			\$ 7,412.96

Armstrong General Contracting
 1011 West Somers Street
 Milwaukee, Wisconsin 53205

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 414-831-5852
 414-265-5852

EXHIBIT

J

Brian R. Zimmerman

From: Tim Scanley <TScanley@hga.com>
Sent: Thursday, December 21, 2017 12:47 PM
To: Nicholas Armstrong
Cc: Brian R. Zimmerman; Loriana Armstrong; Steven Downey
Subject: RE: Response

Nick,

I will accept your \$10,500 offer in exchange for mutual cancelation and mutual releases with the following conditions.

1. **Roof:** AGC to sign & provide information for the IKO Roof Warranty documents (it's a simple form with a couple of things to fill out).
2. **Porch Materials:** AGC to deliver all porch parts from Vintage Woodworks (ballusters, top and bottom railings, newell posts, etc) and the (3) Fiberglass Columns from Worthington.
 - a. **Condition:** Material has to be in good quality condition, and is the correct profiles and sizes as requested. I will bring my carpenter to assess. If the quality of the material isn't useable or the quality is compromised, I reserve the right to deduct the cost of the material from the offer. **My goal is not to reject the material, it's in my benefit to use it, but I need some assurances that the quality of the product hasn't been compromised.**
3. **Crown Molding:** AGC to deliver correct custom Crown molding wood and custom knife that matches the existing house molding.
 - a. **Condition:** Material has to be in good condition, with a matching profile to the existing crown molding. I will bring my carpenter to assess. If the quality of the material isn't useable or the quality is compromised, I will deduct the cost of the material from the offer. **My goal is not to reject the material, it's in my benefit to use it, but I need some assurances that the quality of the product hasn't been compromised.**
4. AGC to provide Lien Waiver

I trust these conditions can be agreed to. Once they are, I will write you a check.

We can arrange a time that works for both of us to review the materials next week as we finalize any of the paperwork that brings this to a closure, and like you said "call it a day".

Tim Scanley

From: Nicholas Armstrong [<mailto:nick@armstronggc.com>]
Sent: Tuesday, December 19, 2017 2:07 PM
To: Tim Scanley
Cc: Brian R. Zimmerman; Loriana Armstrong; Steven Downey
Subject: Response

Tim

If you remember our previous bill 10/16/17 for change orders was for the amount of \$16,292.33 your offer was \$8,257.04. That was a difference of \$8,035.29, and we offered to reduce to \$12,275.04, which was accepted by you.

You said that you will discuss with your wife. Now we have been going over 2 ½ month with lawyers involved adding legal fees with no resolution.

Plus you keep trying to make up issues that I myself remember discussing before we started the job, so that you can justify keeping money that you owe me for our work.

I told my lawyer to file the lien. It is a financial risk already with all this none sense back and forth. The last offer you will get from us is to pay \$10,500.00 before the end of this week as full and final resolution of our contracts and claims, and we will give you a lien waiver, and call it a day. No more or less.

Sincerely;
Nicholas Armstrong

VP + General Manager | 414-831-5852 | nick@armstronggc.com
armstronggc.com | Armstrong General Contracting
1011 W. Somers St. Milwaukee, WI 53205

