

Custom Restoration, Inc.

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Wisconsin Department of Commerce ID 697538

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Proposal Submitted To:
Eddie & Cathy David
2212 E. Kenilworth Place
Milwaukee, WI
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Project Site:
2212 E. Kenilworth Place
Milwaukee, WI

- Exterior Restoration

Custom Restoration, Inc. hereby proposes to furnish labor, materials and insurance to complete the work as described. Custom Restoration, Inc. has examined the north, east and west elevations of the exterior masonry foundation. There was found to be deteriorated/cracked mortar joints and loose bricks on the north corner of the foundation. The proposed restoration is as follows:

- 1) Inspect all brick masonry mortar joints on the exterior foundation. Rout out all joints 100% and flush with water. Tuck-point/grout joints in multiple applications until flush. Strike, brush and finish mortar joints.
- 2) Inspect all brick masonry mortar joints on the exterior chimney chase. Rout out all joints as deemed necessary and flush with water. Tuck-point/grout joints in multiple applications until flush. Strike, brush and finish mortar joints.
- 3) Remove and relay loose bricks on the northeast lower corner.
- 4) Lightly wash restored masonry to remove dust and debris.
- 5) Cleanup and remove all debris.
- 6) Apply Salt Guard to all restored masonry including the lower exposed chimney chase. Salt Guard is a breathable water repellent resistant to Salt breakdown.
- 7) Estimated time to complete is two and one half (2 1/2) days. There will be two additional trips, one to wash and then to apply water repellent.
- 8) Mortar to be Type N, color to be determined.

- Tuck-pointing

Tuck-pointing shall be completed as follows: All mortar to be repaired shall be routed out to a depth of three quarters of an inch (3/4"). After all joints have removed, the joint shall then be cleaned by the use of forced air and or flooding the joint with water. Joints, which have been cut out, and all voids in mortar shall be filled with a special tuck-pointing mortar in two (2) separate lifts. The joints shall be finished off with a tooled surface to match existing as closely as possible. Completed work shall be wetted down to ensure proper curing of mortar, when appropriate.

Warranty: There is a one (1) year on materials. 5-year workmanship warranty on work performed. The warranty does not cover weather related problems, natural occurrences, or Acts of God. Warranty is valid from the date of completion.

- **Utilities**

It will be the responsibility of the property owner and/or Management Company to secure working electrical facilities. Should power interruption be necessary, the tenants and the property owner(s) and/or Management Company will hold harmless Custom Restoration, Inc. from all claims resulting from power interruption. Power interruption is necessary at times because OSHA requires that there be ten feet (10') clearance between workers and electrical wires. The electric company will temporarily disconnect the lines, and if any costs occur, they will be the responsibility of the property owner and/or the Management Company. It will also be the responsibility of the property owner and/or Management Company to notify the tenants of any power interruptions, or anybody who would be affected by the power interruption.

- **Workmanship**

All work shall be in strict ordinance with manufactures technical data specifications for types of material used. All work shall be done with the supervision of skilled workmen with no less five (5) years experience. All materials shall conform to construction standards. When colors are available in various colors, color shall match adjacent areas as closely as possible.

- **Cleaning of Premises**

Premises shall be left in a clean and orderly fashion, consistent to that which existed prior to initiation of the project. Custom Restoration, Inc. shall remove all debris from the work site.

- **Wisconsin Lien Law**

As required by the Wisconsin Construction Lien Law, Custom Restoration, Inc. builder hereby notifies owner that Custom Restoration and persons or companies performing, furnishing, or procuring labor, service, materials, plans, or specifications for construction on Owner's land may have lien rights on Owner's land and buildings if they are not paid for improvements, including repairing or remodeling. Those entitled to lien rights, in addition to Custom Restoration and laborers or mechanics employed by Custom Restoration or by other prime contractors or by subcontractors, are those who contract directly with Owner or those who give Owner notice within 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 the mortgage lender, if any. Custom restoration agrees to cooperate with Owner and lender, if any, to see that all valid lien claimants are dully paid.

- **Wisconsin "Right to Cure Law"**

Notice Concerning Construction Defects

Wisconsin Law contains important requirements you must follow before you may commence an action for defective construction against Custom Restoration. An "action" is

defined to include an arbitration proceeding, which is the method of dispute resolution required under this contract. Section 895.07 (2) and (3) of the Wisconsin Statutes requires you to deliver to Custom Restoration a written notice of any construction conditions you allege are defective before you commence your action, and you must provide Custom Restoration the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by Custom Restoration. Applicable warranty provisions bind custom Restoration.

As required by Wisconsin Statutes, Custom Restoration is delivering to Owner the attached brochure outlining the procedures for handling construction defects. Owner is obligated to follow those procedures before commencing an action for defective construction against Custom Restoration.

- **Dispute Resolution**

Owner and Custom Restoration agree that disputes, including any concerning alleged construction defects which have not been resolved after following the procedures established by the "Right to Cure" Law, shall first be submitted to mediation before a mediator agreed to by both Owner and Custom Restoration. Owner and Custom Restoration agree to share equally the mediator's fees, which shall be paid to the mediator, in trust, in advance of the mediation. If mediation is unsuccessful, Owner and Custom Restoration agree to have the dispute decided by binding arbitration before a single arbitrator in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. Arbitration proceedings shall be held in Metropolitan Milwaukee, or such other place as Custom Restoration may designate. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Custom Restoration, Inc. hereby proposes to furnish materials, labor and insurance to complete this project, in accordance with the specifications for the sum of:

SIX THOUSAND, ONE HUNDRED THIRTY AND 00/100 _____ 6,130.00

Down payment shall be upon contract signing, in the sum of:

ONE THOUSAND, EIGHT HUNDRED FORTY AND 00/100 _____ 1,840.00

Partial down payment shall be due upon start date of project, in the sum of:

TWO THOUSAND, ONE HUNDRED FORTY FIVE AND 00/100 _____ 2,145.00

Final payment shall be due upon completion of project, in the sum of:

TWO THOUSAND, ONE HUNDRED FORTY FIVE AND 00/100 _____ 2,145.00

Payment shall be due upon completion of work or a 2.5% service charge, each month shall be applied for any past due amount.

All material is guaranteed to be as specified and all work shall be completed in a workmanlike manner, according to standard practice. Any alteration or deviation from the noted specifications, involving additional costs, will be executed only upon written consent, and will incur an extra charge over and above the proposal. Owner is to carry necessary insurance.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Custom Restoration, Inc. is authorized to proceed as authorized. Payment shall be as outlined above. Payment shall be made payable to Custom Restoration, Inc. in the form of a cashier's check, money order, business check, or personal check.

If you wish to proceed with the proposed work please sign and date below, and return one (1) copy along with the stated down payment amount. A representative from our company will contact you with a tentative start date and your project will be placed on our work schedule. It is understood, there is no agreement to perform services and/or supply materials until one (1) signed and dated copy of this proposal is returned to Custom Restoration, Inc., along with the down payment amount.

Custom Restoration, Inc. appreciates the opportunity to provide you with a written proposal for your and will take great pride and workmanship with your project.

Respectfully Submitted,

Scott Krznarich _____

Scott Krznarich, President

Authorization

Date

The proposal may be withdrawn by Custom Restoration, Inc., if not accepted within thirty (30) days. Quotations are subject to correction for stenographic error or omissions.