



# CERTIFICATE OF APPROPRIATENESS APPLICATION FORM

Incomplete applications will not be processed for Commission review.  
Please print legibly.

**1. HISTORIC NAME OF PROPERTY OR HISTORIC DISTRICT: (if known)**

North Point

**ADDRESS OF PROPERTY:**

2641 N Lake Dr., Milwaukee WI 53211

**2. NAME AND ADDRESS OF OWNER:**

Name(s): MaryJo McBurney & Selina Sicilia

Address: 2641 N Lake Dr

City: Milwaukee State: WI ZIP: 53211

Email: maryjomcburney@yahoo.com

Telephone number (area code & number) Daytime: 414-803-9213 Evening: \_\_\_\_\_

**3. APPLICANT, AGENT OR CONTRACTOR: (if different from owner)**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone number (area code & number) Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

**4. ATTACHMENTS:** (Because projects can vary in size and scope, please call the HPC Office at 414-286-5712 for submittal requirements)

**A. REQUIRED FOR MAJOR PROJECTS:**

Photographs of affected areas & all sides of the building (annotated photos recommended)

Sketches and Elevation Drawings (1 full size and 1 reduced to 11" x 17" or 8 1/2" x 11")  
A digital copy of the photos and drawings is also requested.

Material and Design Specifications (see next page)

**B. NEW CONSTRUCTION ALSO REQUIRES:**

\_\_\_\_\_ Floor Plans (1 full size and 1 reduced to a maximum of 11" x 17")

\_\_\_\_\_ Site Plan showing location of project and adjoining structures and fences

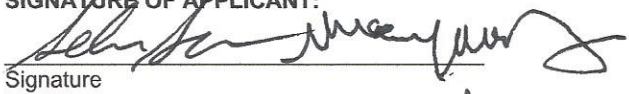
**PLEASE NOTE: YOUR APPLICATION CANNOT BE PROCESSED UNLESS  
BOTH PAGES OF THIS FORM ARE PROPERLY COMPLETED  
AND SIGNED.**

5. **DESCRIPTION OF PROJECT:**

Tell us what you want to do. Describe all proposed work including materials, design, and dimensions. Additional pages may be attached via email.

Restoration of Roof Assembly - see Estimate for details  
Chimney Repair - see Estimate for details  
HVAC - Install New Unit and duct work  
Fence - see Estimate for details

6. **SIGNATURE OF APPLICANT:**

  
Signature

Selina Sicilia Mary Tombsbury      5-18-21  
Please print or type name      Date

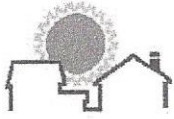
This form and all supporting documentation MUST arrive by 4:00 pm (11:59 pm via email) on the deadline date established to be considered at the next Historic Preservation Commission Meeting. Any information not provided to staff in advance of the meeting will not be considered by the Commission during their deliberation. Please call if you have any questions and staff will assist you.

**Mail or Email Form to:**  
Historic Preservation Commission  
City Clerk's Office  
841 N. Broadway, Rm. B1  
Milwaukee, WI 53202

**PHONE:** (414) 286-5712 or 286-5722      [hpc@milwaukee.gov](mailto:hpc@milwaukee.gov)      [www.milwaukee.gov/hpc](http://www.milwaukee.gov/hpc)

Or click the **SUBMIT** button to automatically email this form for submission.

**SUBMIT**



**Paul Crandall & Associates, Inc.**  
**Roofing & Sheet Metal Specialists**  
1645 N Port Washington Road  
Grafton, WI 53024  
(262) 375-3505 Fax: (262) 375-2887  
[www.pcaroofing.com](http://www.pcaroofing.com)



MaryJo McBurney & Selina Sicillia  
2754 N. Stowell Ave.  
Milwaukee, WI 53211  
MaryJo – 414-803-9213  
Selina – 262-631-9768

Re: 2641 N. Lake Dr.  
Milwaukee, WI

### Exterior Restoration Work Phase I

1. A scaffolding assembly shall be erected and dismantled by Badger Company to facilitate scope of work on Residence.
  2. Complete removal and disposal of entire roof assembly including all roof related sheet metal components including inlay gutter and downspout assemblies from residence. (Excluding rear low slope roof area).
  3. Inlay gutter assembly shall receive an ice and water protection membrane prior to custom copper work.
  4. Fabricate and install from 20 oz copper, a custom tapered inlay gutter assembly which shall be completely soldered watertight and comply with SMACNA guidelines for the industry.
  5. Furnish and install 3"x4" copper downspouts which shall have Pittsburgh seam completely soldered prior to installation.
  6. Clean and remove all job-related debris from premises.
- A five-year labor warranty is provided by **Paul Crandall & Associates, Inc.** against any defects which may occur under normal conditions.
  - A Lifetime warranty is given by **Revere Copper** against any manufacturing defects which may occur under normal conditions.

**PRICE: \$43,800.00**

We hereby propose to furnish material and labor -- complete in accordance with the above specifications, for the sum of forty three thousand eight hundred dollars and no/100 (**\$43,800.00**). **Payment to be made as follows: Fifty percent (50%) deposit**

**required. Balance due on project will be collected as soon as the job is complete.**  
Waiver of lien rights will be provided for both materials and labor.

**The above cost is valid for thirty (30) days. Thirty (30) days after the date of this proposal, the cost may change due to material cost changes, labor rate changes, etc.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Contractor to provide certificate of liability and Workman's Compensation Insurance upon acceptance of proposal.

**CONTRACTOR AGREES TO DO ALL WORK AND LABOR IN A WORKMANLIKE MANNER AND AGREES TO CARRY WORKMAN'S COMPENSATION INSURANCE.**

**CONTRACTOR** will do all said work in strict accordance with the ordinances, rules and requirements of the City, Town, or Village wherein the above-mentioned property is located.

This agreement shall not be binding on **CONTRACTOR** unless properly accepted by an officer of **CONTRACTOR'S** firm and is not subject to cancellation except by mutual consent of all parties and/or pursuant to this agreement.

Any alterations or deviations from this proposal shall be in writing and any extra expense will be charged to **OWNER** and payment shall be required by **OWNER** to **CONTRACTOR** upon completion of the extra.

Interest will be charged at the rate of 1½ percent per month on any payment that is past due for more than 30 days, unless otherwise specified. All return checks for non-sufficient funds, stop payments and/or account closed will be charged a \$25.00 fee.

If installment payments are necessary, all of the terms and conditions of this agreement are contingent upon the approval of **OWNER'S** credit by **CONTRACTOR**.

**CONTRACTOR** assumes no responsibility for any damage to interior decorations, furnishings or fixtures, or damage to lawns, shrubbery, trees, etc.

It is understood and agreed that **CONTRACTOR** shall not be liable for delays or failure to perform hereunder caused by strikes, accidents, fires, floods, acts of God, legal acts of public authorities, or delays or defaults caused by public carriers.

**OWNER** is entitled to a written lien waiver when partial payments are made.

**NOTICE OF LIEN RIGHTS AS REQUESTED BY THE WISCONSIN CONSTRUCTION LIEN LAW: CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, 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 OWNER SHOULD GIVE A COPY OF EACH NOTICE**

**RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

**CUSTOMER RIGHT TO CANCEL: YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO PAUL CRANDALL & ASSOCIATES, INC., BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS PAGE IS PROVIDED BY THE SELLER FOR YOUR RECORDS.**

Clerical errors will be corrected by either party on the request of the other party at no expense to either party.

The home is not a model home.

The **OWNER** hereby certifies that he has read this agreement, and that the terms and conditions have been explained to him and that he fully understands them; that there is no understanding between the parties, verbal or otherwise, other than those contained in this agreement; and that no statements, promises, commitments or representations not contained in this agreement have been made by **CONTRACTOR** or any of its agents to induce **OWNER** to execute this agreement. **OWNER** further agrees that **CONTRACTOR** is not responsible or bound by any representations not contained in this agreement.

**READ CAREFULLY BEFORE SIGNING.**

**DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.**

You are entitled to an exact copy of any agreement you sign.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals the day of the year first above written.

**PAUL CRANDALL & ASSOCIATES, INC.**

By: \_\_\_\_\_  
(Customer's Printed Name) (Customer's Signature)

Date of Acceptance by Customer: \_\_\_\_\_

By: \_\_\_\_\_  
(Officer of Paul Crandall & Associates, Inc. Signature)

Date of Acceptance by Paul Crandall & Associates, Inc.: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

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involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Contractor to provide certificate of liability and Workman's Compensation Insurance upon acceptance of proposal.

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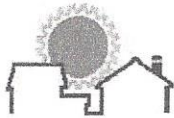
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**NOTICE OF LIEN RIGHTS AS REQUESTED BY THE WISCONSIN CONSTRUCTION LIEN LAW: CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, 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 OWNER SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

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MaryJo – 414-803-9213  
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Re: 2641 N. Lake Dr.  
Milwaukee, WI

**Exterior Restoration Work**  
**Phase II**

1. We will remove existing sheet metal roof assembly from barrel top roof assembly.
  2. Furnish and install Hi-Temp ice and water protection membrane on all exposed sheathing.
  3. Fabricate and install from 20 oz copper, a combination of flat seam roof panels and 1" standing seam roof panels. All joints shall be soldered watertight and all work shall be performed in compliance with standard SMACNA guidelines.
  4. Remove all job-related debris from premises.
- A five-year labor warranty is provided by **Paul Crandall & Associates, Inc.** against any defects which may occur under normal conditions.
  - A Lifetime warranty is given by **Revere Copper** against any manufacturing defects which may occur under normal conditions.

**PRICE: \$29,220.00**

We hereby propose to furnish material and labor -- complete in accordance with the above specifications, for the sum of twenty-nine thousand two hundred twenty dollars and no/100 (**\$29,220.00**). **Payment to be made as follows: Fifty percent (50%) deposit required. Balance due on project will be collected as soon as the job is complete.** Waiver of lien rights will be provided for both materials and labor.

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By: \_\_\_\_\_  
(Officer of Paul Crandall & Associates, Inc. Signature)

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**Start Date:** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

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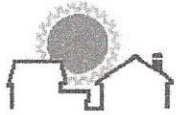
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Re: 2641 N. Lake Dr.  
Milwaukee, WI

### Exterior Restoration Work Phase III

1. Remove and dispose of all existing galvanized roof related sheet metal components.
  2. Application of ice and water protection membrane as required on roof sheathing.
  3. Complete fabrication and installation from 24-gauge pre-finished steel, the following custom sheet metal flashings:
    - Upper roof cornice
    - Chimney flashings
    - Counter and step flashings
    - Ridge flashing
  4. All custom sheet metal works shall comply with standard SMACNA guidelines for the industry.
  5. Remove and dispose of all job-related debris.
- A five-year labor warranty is provided by **Paul Crandall & Associates, Inc.** against any defects which may occur under normal conditions.
  - A 35-year warranty is given by **Firestone Building Products** against any manufacturing defects which may occur under normal conditions.

**PRICE: \$18,440.00**

We hereby propose to furnish material and labor -- complete in accordance with the above specifications, for the sum of eighteen thousand four hundred forty dollars and no/100 (**\$18,440.00**). **Payment to be made as follows: Fifty percent (50%) deposit required. Balance due on project will be collected as soon as the job is complete.** Waiver of lien rights will be provided for both materials and labor.

**OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND OWNER SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

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By: \_\_\_\_\_  
(Officer of Paul Crandall & Associates, Inc. Signature)

Date of Acceptance by Paul Crandall & Associates, Inc.: \_\_\_\_\_

**Start Date:** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

We hereby propose to furnish material and labor -- complete in accordance with the above specifications, for the sum of sixteen thousand eight hundred twenty dollars and no/100 (\$16,820.00). **Payment to be made as follows: Fifty percent (50%) deposit required. Balance due on project will be collected as soon as the job is complete.** Waiver of lien rights will be provided for both materials and labor.

**The above cost is valid for thirty (30) days. Thirty (30) days after the date of this proposal, the cost may change due to material cost changes, labor rate changes, etc.**

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Date: 05/04/2021  
Estimate #:12974



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Re: 2641 N. Lake Dr.  
Milwaukee, WI

**Exterior Restoration Work**  
**Phase IV**

1. Completely remove and dispose of all asphalt composition roofing materials.
  2. Furnish and install ice and water protection membrane along with synthetic felts as required by manufacturer for warranty.
  3. Low slope areas shall receive a CertainTeed 3-ply S.A. Modified Bitumen membrane assembly to comply with a Full System 25-yr warranty. (Color to match steep slope as close as possible).
  4. Steep slope areas shall receive CertainTeed Landmark shingles applied in strict accordance with manufacturer's specifications.
  5. Remove and dispose of all job-related debris.
- A five-year labor warranty is provided by **Paul Crandall & Associates, Inc.** against any defects which may occur under normal conditions.
  - Steep Slope Areas - A Lifetime warranty is given by **CertainTeed Corporation** against any manufacturing defects which may occur under normal conditions.
  - Low Slope Areas – A 25-year warranty is given by **CertainTeed Corporation** against any manufacturing defects which may occur under normal conditions.

**PRICE: \$16,820.00**

**Option:**

Complete cleaning, repair and general maintenance work shall be performed on entire Coach House roof area and entire sheet metal façade at perimeter. This work will be performed to ensure 5 years of additional life expectancy on the existing roof assembly. This work shall be performed on a time and material basis not to exceed the cost of **\$5,000.00**.

Initial & date if "yes" to option: \_\_\_\_\_



# The Chimney Expert



P.O. Box 320133 Franklin WI, 53132  
414-350-4263

5/11/21

MaryJo Mcburney 414-803-9213 (MaryJomcburney@yahoo.com)  
Selina Sicillia 262-631-9768  
2641 N. Lake Dr. Milwaukee, WI

Protection as needed to all work areas, complete site clean up is included

1. Reinstall pull chain bracket for the damper in living room.
2. Install serwool fireproof insulation into the gaps of fireplaces in the kitchen and master bedroom
3. Tuckpoint as needed to house and chimneys. Grinding out all bad mortar joints to depth of 3/4 inches deep, and fill with new mortar to match as close to existing color as possible
4. New Chimney cap

\*8-year warranty on all work completed

Total \$19,500 – 10% = \$17,550

Down Payment

Balance on completion

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

This proposal may be withdrawn by us if not accepted within 14 DAYS

Balance due immediately upon completion. If payment is not received by us as stated above, we reserve the right to return and remove all materials installed. We accept the following payment options of cash or check; all checks payable to the chimney expert.

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and all other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

May 17, 2021

Ms. MaryJo McBurney  
2641 N Lake Drive  
Milwaukee, WI 53211

**Re: HVAC System**

We propose to furnish and install the following:

- (2) **SpacePak** high velocity air handlers to be installed in the attic & basement
- (1) **TRANE XR17 18seer 5ton** 2-stage condenser installed outside on the roof (2nd & 3rd Floor)
- (1) **TRANE XR17 18seer 3ton** 2-stage condenser installed outside on the ground at the rear of the home.  
First Floor
- (1) **SpacePak** zone system (2nd floor, 3rd Floor)
- Line sets / pads / overflow pan attic with wet switch
- (56) 2" Supply runs
- (2) common returns to be installed in hallway & first floor near stair case.
- (56) Sound attenuating tubing
- (3) Honeywell Lyric Wi-Fi 2-stage Thermostat
- All high voltage electrical is included

**COMPLETE SYSTEM INSTALLED COST: \$ 91,845.00**

**Notes & Exclusions:**

- Price includes standard white supply terminations to be used in the walls and ceiling unfinished red oak registers will be used in the floor. Oak registers to be stained by others.
- Plaster repairs by others
- Framing for attic access on the West side of the home by others
- All supply port and tubing locations to be determined once a full walk-thru has been completed
- Roof penetrations and access by others
- No electrical service upgrades included in this proposal

If the above proposal, subject to the terms and conditions is acceptable, **please sign and return.** Total Mechanical will proceed with the work.

SIGNATURE

DATE



# TOTAL.

## RESIDENTIAL

a DIVISION of TOTAL MECHANICAL

*Building Integrity*

Installation includes all electric and HVAC permits, electrical wiring, miscellaneous fittings, clean-up and testing. **TOTAL MECHANICAL, INC.** warranties all materials and workmanship for a period of two years from date of installation.

Please do not hesitate to contact us if you have any questions. I can be reached at the office at (262) 522-8665, or, on my cell phone at (414) 397-8442.

Respectfully submitted,  
**TOTAL RESIDENTIAL**  
a division of **TOTAL MECHANICAL INC.**



**Robert BG Kannegiesser**  
Vice President - Residential Division

**TERMS AND CONDITIONS OF SALE**

**LIEN NOTICE** - AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, TOTAL MECHANICAL, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO TOTAL MECHANICAL, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TOTAL MECHANICAL, INC. AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**WARRANTY** - TOTAL MECHANICAL, INC. warrants and guarantees to the OWNER (meaning the buyer as shown on the front of this document) that all materials and equipment, and the work to be performed hereunder, will be of good quality, free from faults and defects, but such warranty shall extend only for a period of one year from the date of substantial completion. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE OR OTHERWISE. TOTAL MECHANICAL, INC.'S liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including materials and equipment) as is found to be defective within such one-year period, and with repent to which the OWNER has given TOTAL MECHANICAL, INC. prompt written notice within such one-year period. No allowance will be made for repairs or alterations unless made with TOTAL MECHANICAL, INC.'S prior written consent or approval. IN NO EVENT SHALL TOTAL MECHANICAL, INC. BE LIABLE FOR CLAIMS FOR ANY OTHER DAMAGES BASED UPON BREACH OF EXPRESS OR IMPLIED WARRANTY OR NEGLIGENCE, EITHER DIRECT OR IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL. This paragraph states TOTAL MECHANICAL, INC.'S entire liability with respect to warranties, guarantees or representations, express or implied.

**DAMAGES** - TOTAL MECHANICAL, INC. IS NOT RESPONSIBLE FOR SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS FOR RECOVERING, REFURBISHING, REPRODUCTION OR ANY OTHER REHABILITATION OF A CONDITION, CIRCUMSTANCE OR PRODUCT.

**EXTRAS** - Any extra work requested by the OWNER, and performed by TOTAL MECHANICAL, INC., shall be performed on a time and material basis (unless otherwise agreed in writing) including such overhead and profit as may then be standard for work of a similar nature, and all such extra work shall be subject to all of the terms and conditions hereof.

**DELAYS** - Any scheduled completion date is approximate and subject to delays caused by fire, strike or other labor disturbance. Acts of God, shortages of materials or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other factor beyond TOTAL MECHANICAL, INC.'S control, none of which factors or events shall give rise to any liability on the part of TOTAL MECHANICAL, INC., but shall extend the completion date for a period equivalent to the time lost by reason of all such factors or events.

**PAYMENT TERMS** - Unless otherwise agreed in writing, no retention shall apply to any of the work, and payment for all work (including materials and equipment) shall be made by no later than the tenth day of each month for work performed during the preceding month. On time and material work, the number of hours, rate per hour, total of material will be stated on the invoice unless otherwise stated herein. On firm bid contracts, no detail will be required other than a draw against the contract amount, unless otherwise state within.

**CONTRACT TERMS** - The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms here for, and shall supersede all prior oral and written statements of any kind whatsoever made by the parties of their representatives concern the terms hereof. No statement (except for extra work) or writing subsequent to the date hereof which purports to modify or all of terms and conditions hereof shall be binding unless consented to in writing signed by the party against which enforcement hereof is sought.

**INTEREST AND COLLECTION COST** - It is agreed that, in the event the OWNER fails to pay the amounts due under the terms of this Agreement when due, interest may be charged by TOTAL MECHANICAL, INC. at a rate of 1.5% per month, for a maximum of 18% per year. OWNER further agrees to pay all costs and expenses incurred by TOTAL MECHANICAL, INC. in collecting or attempting to collect amounts due hereunder, including reasonable attorney's fees.

**INDEMNIFICATION** - To the fullest extent permitted by law, the OWNER shall defend, indemnify and hold harmless Total Mechanical, Inc., OWNER, general contractor, and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with OWNER'S performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including their loss of use resulting there from, that is caused in whole or in part by any act or omission of the OWNER, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of OWNER or ay indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The OWNER further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

If the above proposal, subject to the terms and conditions is acceptable, **please sign and return.** Total Mechanical will proceed with the work.

SIGNATURE

DATE

**Design ID: 322658552660**  
**Estimate ID: 54420**

**How to purchase at the store**

1. Present this packet to any Building Materials Team Member.
2. Use the Estimate ID to create an invoice or estimate.
3. Take the invoice with you and pay at any register at the end of your shopping experience.

**How to purchase at home**

1. Add your fence to the cart and purchase.
2. Save your Design Packet for your records. The Design ID # can be used to recall the Fence Design.

**Design**

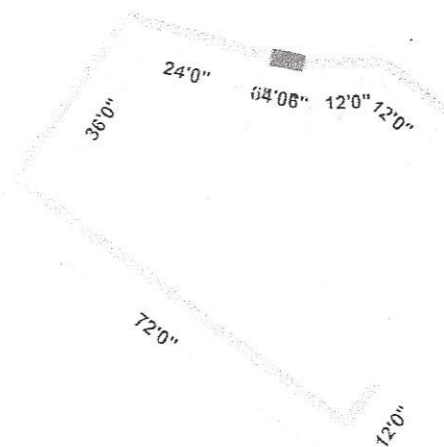


Illustration intended to show general fence size and shape. Some options may not be shown for picture clarity.

**Materials**

- |                      |  |
|----------------------|--|
| <b>Type:</b>         | Metal Panels                           |
| <b>Metal Type:</b>   | Steel Fence                            |
| <b>Panel:</b>        | Metalist 4' x 6' Fence                 |
| <b>Gate:</b>         | Gilpin Inc. Metalist 4' x 4' x 4" Gate |
| <b>Post Footing:</b> | Fast Setting Concrete Mix - 50 lb      |

5/16/2021

**Design ID: 322658552660**  
**Estimate ID: 54420**

**MENARDS**  
**Design & Buy™ FENCE**

**Estimated Price: \$7,738.92**

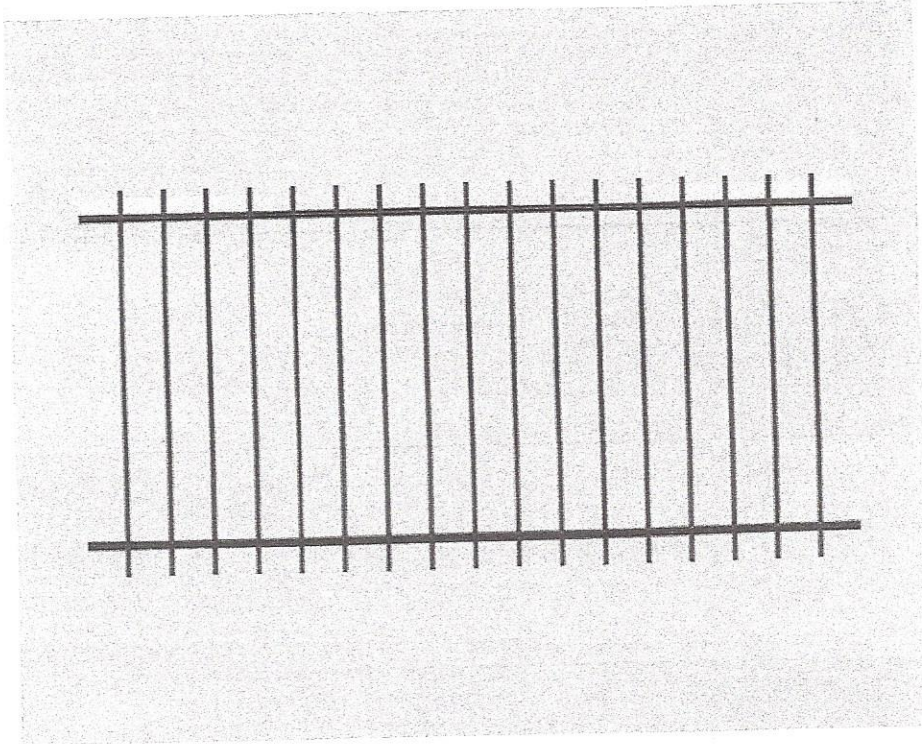
\* Today's estimated price, future pricing may go up or down. Tax, labor, and delivery not included.

Layout dimension sheets are intended as a construction aid. Not all options selected are shown.

Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met.

This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

### Fence Image



Design ID: 322658552660

Estimate ID: 54420

MENARDS®

Design &amp; Buy™ FENCE



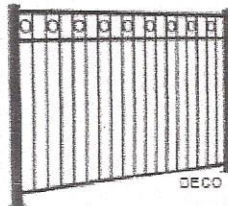
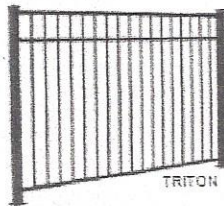
**GILPIN INC**  
Ornamental Fence and Railing

**Install Your Steel Fence from Gilpin**  
**Triton™ Deco™, Oasis™**

**Tools you may need**

- |   |                                       |                                 |  |   |
|---|---------------------------------------|---------------------------------|--|---|
| <input type="checkbox"/> Level            | <input type="checkbox"/> Tape Measure | <input type="checkbox"/> Drill  | <input type="checkbox"/> Hacksaw           | <input type="checkbox"/> 3/8" Box or Socket |
| <input type="checkbox"/> Flat Screwdriver | <input type="checkbox"/> Center Punch | <input type="checkbox"/> Hammer | <input type="checkbox"/> Scriber or Pencil |   |

1. Install posts.
  - a. Location of posts determines placement and location of fence panels.
  - b. In-ground posts should have at least 24" buried.
  - c. If attaching to concrete, follow directions provided with masonry anchors. To guard against breaking or chipping, install flanges 3"- 4" from edge.
  - d. Posts must be plumb and aligned. (If surface mount posts are not plumb, use shims as needed.)
2. If necessary, cut fence to fit between posts. Insure equal space between post and first picket at either end of panel.
3. Attach fence panels to posts using P/N 865 Adjustable Fittings.
  - a. Drill 1/4" diameter holes approximately 7/8" from each end of both top and bottom fence rails. Mark location using template provided with fitting set.
  - b. Drill 3/16" pilot holes in newel post for self-tapping screws. Use fence to determine location.
  - c. Four inch (4") space under bottom of pickets is recommended for best appearance.
  - d. Attach L-shaped bracket to fence panel with nuts and bolts provided.
  - e. Attach fence to post using self-tapping screws provided.
4. Tighten all connections.
5. Fence has baked on finish. Touch up hardware, scratches and cuts with rust resistant (not latex) paint.



(800) 348-0746

[www.gilpininc.com](http://www.gilpininc.com)  
[sales@gilpininc.com](mailto:sales@gilpininc.com)

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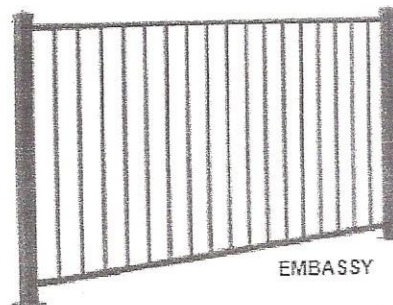
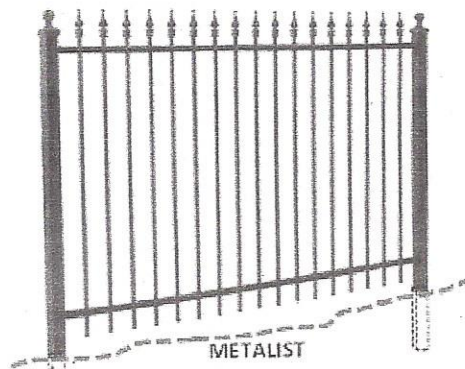


### Install Your Embassy™ Fence/Railing or Metalist™ Fence from Gilpin

#### Tools you may need

- |   |                                       |                                 |  |   |
|---|---------------------------------------|---------------------------------|--|---|
| <input type="checkbox"/> Level            | <input type="checkbox"/> Tape Measure | <input type="checkbox"/> Drill  | <input type="checkbox"/> Hacksaw           | <input type="checkbox"/> 3/8" Box or Socket |
| <input type="checkbox"/> Flat Screwdriver | <input type="checkbox"/> Center Punch | <input type="checkbox"/> Hammer | <input type="checkbox"/> Scriber or Pencil |   |

1. Install posts.
  - a. Location of posts determines placement and location of panels.
  - b. If in-ground mounting, posts should have at least 24" buried.
  - c. If surface mounting:
    - i. To concrete, follow directions provided with masonry anchors. To guard against breaking or chipping, install flanges 3"- 4" from any edge.
    - ii. To wood, use lag screws
  - d. Posts must be plumb and aligned for installation. (If surface mount posts are not plumb, use shims as needed.)
2. If necessary cut panels to fit between posts. Insure equal space between post and first picket at either end of panel.
3. Attach panels to posts using P/N 865 Adjustable Fittings.
  - a. Drill 1/2" diameter holes approximately 7/8" from each end of both top and bottom rails. Mark location using template provided with fitting set.
  - b. Drill 3/16" pilot holes in newel post for self-tapping screws. Use fence to determine location.
  - c. Four inch (4") space under bottom of pickets is recommended for best appearance.
  - d. Attach L-shaped bracket to panel with nuts and bolts provided.
4. **FOR EMBASSY™ ONLY!** If using on slope, slant before cutting.
  - a. Apply pressure to top rail downward and endward until desired angle is achieved. (Spindles will remain vertical)
  - b. Cut rail ends parallel with spindles
  - c. Bend P/N 865 Adjustable Fittings to match angle
5. Tighten all connections.
6. Product has baked on finish. Touch up scratches and cuts with rust resistant paint.



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[sales@gilpininc.com](mailto:sales@gilpininc.com)

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