

April 11, 2022

Re: Shed replacement due to fallen tree

City Landmarks Commission:

Our gable shed (constructed 2006) was destroyed by a fallen tree in a windstorm late last year (see attached photos). In addition to the obvious roof damage, inspection revealed extensive damages to all structural aspects of the shed, including sagging floor, and cracked wall framing, roof gables, side walls and doors. We are submitting this letter of intent to demolish and replace the existing 10x10 gable shed with a slightly larger 12x14 gable shed to accommodate our growing family. The proposed shed will be placed in the same location as the existing shed, 3' from the south and west lot lines. The shed will be painted similarly to the existing shed, which matches our house. Please see the attached photos, site plan, and construction plan.

Contractor notes:

1. Customer to obtain permission from historical planning commission and zoning for shed replacement in same location.
2. David J. Frank Landscape to remove and dispose of existing shed, level ground and provide gravel foundation, top dress and reseed lawn after completion.
3. Construction of one 12x14 gable roof style storage shed (11'3" tall) on the owner's property
4. Floor- LP Prostruct flooring built on 16" OC floor joists.
5. Walls - 2x4 16" OC Wall height 7'5". Wall sheathing-7/16" OSB. LP SmartPanel Siding (smooth finish – no groove).
6. Roof - 2x4 24" OC 1/2" OSB roof sheathing, gusset plates, h-clips, 15 lb. felt. 8' dormer.
7. Shingles – Atlas Castlebrook 35 year Dimensional shingles, Color: Black, Bronze D-edge.
8. Trim - 1x4 and 1x6 LP Smart trim - smooth finish. 2 gable vents. 6" soffits on gable ends.
9. Door - LP SmartPanel double door 5'0" wide.
10. Windows - 40"x10" divided transom windows centered on roof dormer, and 4-panel (23"x10" transom window on each door, to match transom windows on first floor of house.
11. Interior Loft/Shelving - 4'x12' loft. 3-tier 24" shelving on side of shed.
12. No electrical or insulation.

Thank you for considering our proposal.

Sincerely,



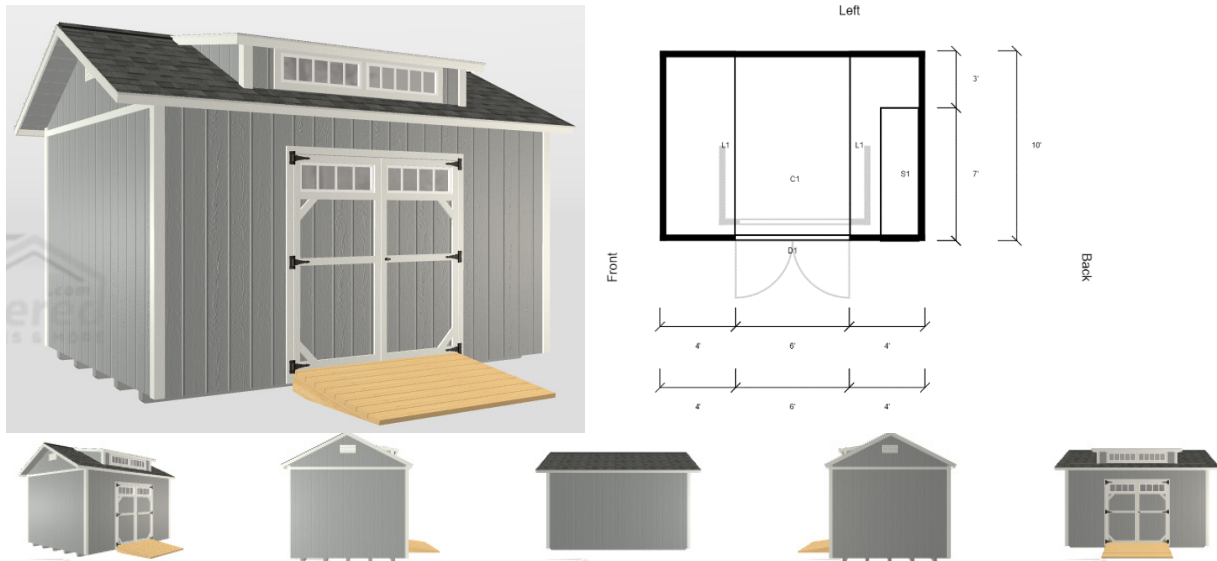
Matthew J. Merrins
Owner, 2015 Van Hise Ave.



Exterior photo of the damaged gable shed (viewed from the west). The color of the new shed will match the old shed and therefore the house (left).



Interior photo of the damaged gable shed showing cracked wall and roof framing.



3D rendering of the proposed 12x14 gable shed (11'3" high):

- The gable roof style matches the house (red arrow in photo below).
- 6" soffit and eaves on the gable ends to match the style of the house.
- The 3D rendering doesn't show the correct siding, which is LP Smart Panel (smooth – no groove).
- The transom windows on the shed dormer and doors match the appearance of the transom windows on the first floor sun porch (see next page).

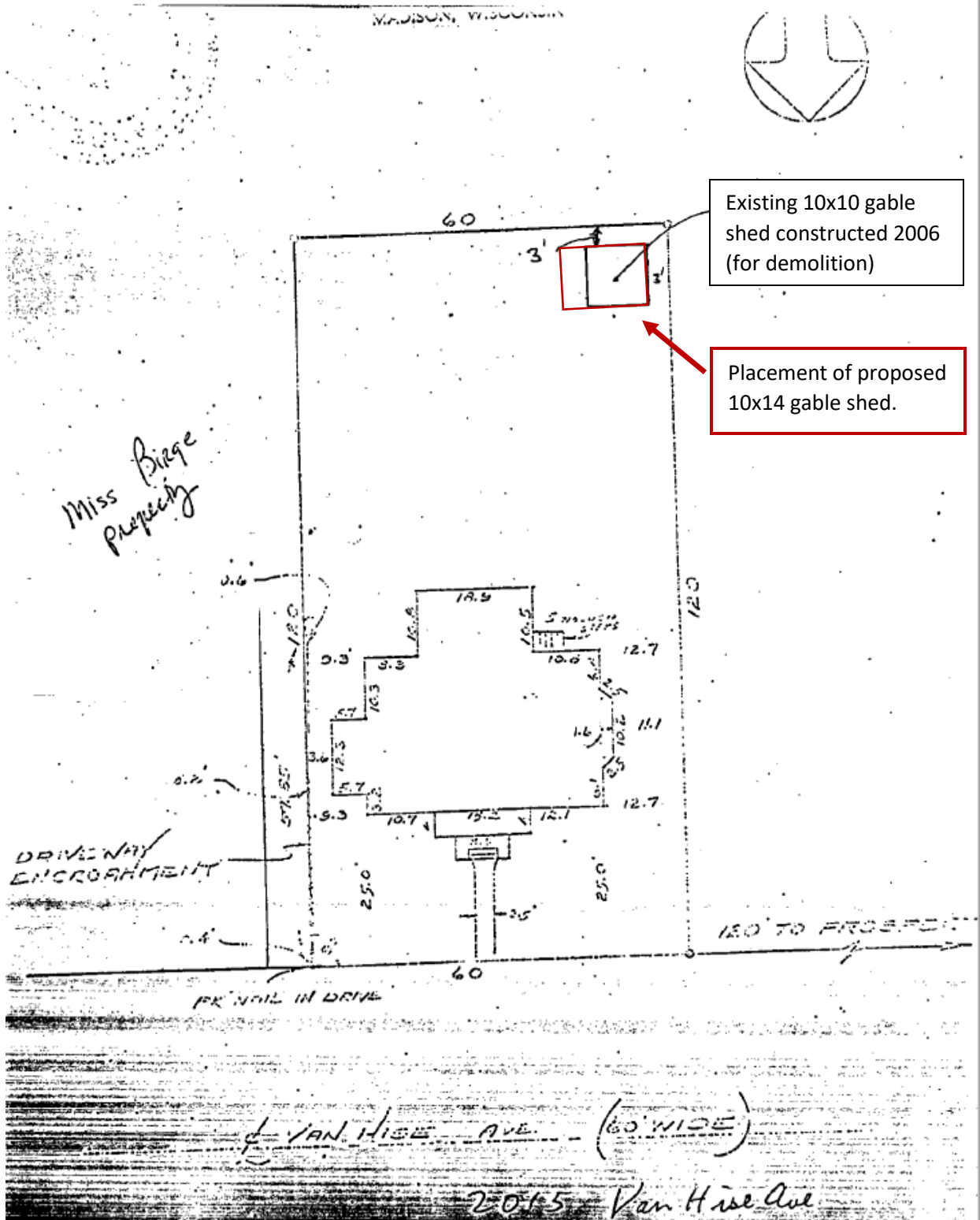




Photos showing the transom windows (red arrows) on the rear (south) and side (west) elevations of the house. The shed will have rectangular divided windows to match (see 3D rendering on previous page).



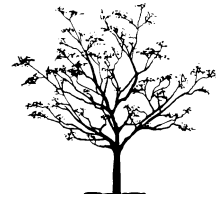
View of the existing shed from the back patio. Per the site plan on the next page, the new shed will be placed in the same location as the existing shed - 3' from the back (south) and 3' from the side (west) lot lines.



Site plan showing the placement of the existing 10'x14' gable shed 3' from the back (south) and 3' from the side (west) lot lines.

March 17, 2022

Merrins Residence
2015 Van Hise Avenue
Madison, WI 53726



**David J. Frank Landscape
Contracting, Inc.**

We are pleased to provide you with the following proposal for landscape services. The scope of the work shall include all labor, equipment and materials involved in the landscape services as described below and are subject to all applicable Wisconsin sales tax.

Mobilization	\$1,165
Project Management	<u>INCLUDED</u>
Demolish and Remove Existing Shed	\$1,139
Top dress and seed rear lawn (~1,000 sq. ft.)	\$698

Sign and return one copy of the estimate and one copy of the Terms and Conditions. Retain the other copy for your records. Upon receipt of a 1/2 deposit and a signed contract the services you have requested will be scheduled, final balance will be invoiced after completion of project.

Sincerely,

Jim Larson
Client Service Representative

Cell: 608-535-7867
Email: jim.larson@davidjfrank.com

Client Acceptance

Date

TERMS AND CONDITIONS

TO OUR CLIENTS:

David J. Frank Landscape Contracting, Inc. is a licensed nursery dealer registered with the Wisconsin Department of Agriculture. We are also active members of over 20 professional organizations, including the Wisconsin Landscape Contractors Association (WLCA), Associated Contractors of America (ALCA), American Society of Landscape Architects (ASLA), PGMS, WNA, and WTA.

The quality of our products and services are guaranteed in writing as specified below.

Sincerely,

David R. Frank, President, C.E.O.

QUALITY CONTROL POLICY

All material is guaranteed to be as specified in the quantities listed. Substitutions of similar materials in equal value will be made at the discretion of the contractor and the permission of the owner should the availability of plant or construction materials substantially delay or prevent completion of the job in a reasonable time. All work is guaranteed to be done in a workman-like manner according to standard practices and acceptable procedures. Any alteration or deviation from the job specification involving extra costs will be executed only upon proper authorization and will become an extra charge over and above the contract price. All agreements are contingent upon accidents, adverse weather conditions, availability of specified materials, and delays beyond our control. Our workers are fully covered by Workmen's Compensation and Liability Insurance. The company prohibits the making of any promises, or representation, unless it is inserted in writing in this agreement before signing.

PLANT GUARANTEE POLICY

We will replace once only without charge any tree, shrub, evergreen, or woody vine that fails to grow within twelve months from the date of installation, provided that the plant has received normal and reasonable care and provided that the contractor's recommended maintenance procedures are followed. The guarantee on the nursery stock is only in effect if all charges for labor and materials were paid when due. All claims for losses must be reported within the guarantee period and confirmed by an authorized representative of David J. Frank Landscape Contracting, Inc. Any plant, which has been replaced once without charge, is not included in this guarantee.

We will not replace plant material killed by rodents, insects, mechanical damage, owner neglect, or natural disasters. We cannot guarantee plants in pots or planter boxes, flowers, seed, bulbs, roses or plants which may have been transplanted from owner's property.

LAWN GUARANTEE POLICY

Sodded Areas: Contractor shall provide Nursery grown sod as stated in the specifications, which shall be vigorous, well rooted, healthy turf, free from disease, insect pests, relatively free from weeds and undesirable grasses, stones, and any harmful deleterious matter. Handling of the sod shall be done in a manner to prevent tearing, breaking, drying, or any other damage. Contractor is not liable for maintenance of sod after it is installed or the results of lack of such maintenance.

Seeded Lawn Areas: Contractor will guarantee to follow installation procedures as stated in specifications. Grass seed shall be a fresh, clean, new crop of the mixture as stated in the specifications with guaranteed purity and germination. Contractor is not liable for lack of germination from wash out, lack of moisture, wind, or other natural elements.

SETTLING AND UNDERGROUND UTILITIES DISCLAIMER

Because we have little control over pre-existing conditions, we cannot assume any responsibility for settling on new construction sites. Owner agrees to furnish "Contractor" with plat showing location of all "private" underground pipes, wiring, tubing, and related equipment and utilities. If such plat is not provided or is found to be incorrect, Owner agrees to hold "Contractor" harmless for damage involved in severing underground utilities. "Contractor" will have all public utilities staked and will be responsible for these.

TERMS OF PAYMENT

A minimum down payment is required on all signed contracts at the time of agreement, unless arrangements for special terms have been outlined in the payment schedule. The balance is due immediately upon completion of the job.

A finance charge of 1 1/2% per month will be added to any unpaid account 30 days past due for each month or part thereof that any part of the balance due remains unpaid. This is equivalent to an annual percentage rate of 18%. In the event a lawsuit is necessary to enforce the provisions of this agreement, the purchaser agrees to pay for any and all reasonable costs of collecting including, but not limited to, attorney fees, court costs, filing fees, etc.

PROGRESS BILLING

The Contractor maintains the policy of invoicing for all work performed every 30 days should the length of time necessary to perform the agreement exceed 30 days. The amount of the progress invoice will be representative of the actual labor, equipment, and materials delivered through the date of the invoice.

CANCELLATION POLICY

If, for any reason, the customer cancels or refuses to accept any ordered plant materials during the current season, Contractor will charge customer as liquidated damages 10% of the total amount canceled or refused. Contractor will charge the full price for all other custom ordered materials including but not limited to fencing, brick, etc.

The customer understands that most plant materials and all custom materials are specially ordered for a particular project and, as a result, Contractor is not able to return or reuse specially ordered materials for other projects.

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, DAVID J. FRANK LANDSCAPE CONTRACTING, INC. HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT ON THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED DAVID J. FRANK LANDSCAPE CONTRACTING, INC. 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 IMPROVEMENT. ACCORDINGLY, THE OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE IMPROVEMENT AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. DAVID J. FRANK LANDSCAPE CONTRACTING, INC. AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Client Acceptance

Date



A & M Barns & Gazebos
 13599 Kanton Rd.
 Blue River, WI 53518

QUOTE

Date	04/09/22
Estimate No.	267
Project	

Name/Address
Matt Merrins 2015 Van Hise Ave Madison, WI 53726

Description	Quantity	Cost	Total
10x14 utility shed base price. Includes 16" on center 2x4 pressure treated floor joists on 5 skids, 3/4" tongue and groove floor sheathing, 16" on center studs 16" on center rafters, two coats of paint or urethane. Includes 72" wide double wooden entry door with lockable T-handle, D-handle, metal treadplate, and (3) 6" hinges per door. Includes choice of metal (18 colors) or shingled roof (6 colors). 2) 8x16 vents in gable. Delivery and setup included within 50 miles of Richland	1	4,375.00	4,375.00T
8' dormer. Includes up to 6" overhang on all sides of building	1	950.00	950.00T
Door with transom windows	1	550.00	550.00T
Special Order LP Smartside Smooth Finish 48"x96"x0.375" Siding Panels. Includes cost difference of panels, time ordering and acquiring panels.	1	520.00	520.00T
10% Building Materials Surcharge	1	437.50	437.50T
Delivery and Fuel Surcharge	1	50.00	50.00
Shelves approximately 36"x24" deep. 3 tiers high	2	163.00	326.00T
Extra wall height. 7' 5" requested.	1	150.00	150.00T
6'x4' Ramp	1	250.00	250.00T
Trim Paint	1	60.00	60.00T
Sales Tax		5.50%	419.02

Quote is good for two (2) weeks from date of quote. Prices subject to change without prior notice.	Total	\$8,087.52
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