

Bailey, Heather

From: Bailey, Heather
Sent: Monday, April 22, 2019 9:14 AM
To: info1; Fruhling, William
Cc: Heiser-Ertel, Lauren
Subject: RE:

Harold,

Thank you for this information. I will try to review it all before the meeting tonight, but will get detailed comments back to you this week.



Heather L. Bailey, Ph.D.

Preservation Planner
Neighborhood Planning, Preservation + Design Section

Department of Planning + Community + Economic Development
Planning Division
215 Martin Luther King, Jr. Blvd.; Suite 017
PO Box 2985
Madison WI 53701-2985
Email: hbailey@cityofmadison.com Phone: 608.266.6552

From: info1
Sent: Friday, April 19, 2019 11:38 AM
To: Bailey, Heather <Hbailey@cityofmadison.com>; Fruhling, William <WFruhling@cityofmadison.com>
Subject:

Hi Heather. Thanks for your recent email. Regarding your comments about the masonry, I attach a response from Knockout Building Restoration. I also attach two photos showing additional shoring that we have done to assure the integrity of the front porch roof. I have arranged for the replacement of the stone base for the leaning column on the front porch with B&B Building Restoration. I am awaiting Dan Forler's scheduling of that work. I attach completed construction drawings for this work from architect David Ferch. I am also attaching the proposed contract with Walsh's Construction. I have not yet signed the contract because I am waiting to find out about the potential sale of the property. Michael Fruchtman met with you and other department members last week seeking information about the building, repair orders, etc. If he purchases the building, he wants to have contractors of his own choosing. I should know next week whether or not he will be making the purchase. Once this is resolved, I will try to provide the specifications for the work described in your email. Harold

Central Properties

From: Ryan Jones <ryantajones@gmail.com>
Sent: Wednesday, April 17, 2019 3:09 PM
To: Central Properties
Subject: Re:

In Response to Landmarks Commissions questions we will comply to all requests on how they would like the project done. Below you will find my answers to specific questions.

To remove mortar we can hand rake and hand chisel the mortar. This will be slightly more costly, as it takes more time.

We can have the mortar tested, and comply to the type used.

All Replacement brick will be reclaimed Cream City brick.

Repairing and relaying masonry piers will be as such. The mortar joints must be sawed in order to preserve the integrity of the stone. Footings will comply with City of Madisons guidelines. Piers Stones will then be layed like any other brick or stone, in a bed of mortar. If there are any suggestions and or specifics we must follow outside this please let me know, as we will comply to all guidelines requested.

Ryan Jones
Knockout Building Restoration.

Proposed/ Contract

**WORK DESCRIPTION'S
PROCEDURE'S**

WALSH'S CONTRACTING

Residential- New Construction- Commercial

76 S Macy

Fond du lac, WI 54935

Office(920)238-9605

Adam(608)617-6382 Cordelle(920)602-6172

Dwelling Contractor Certification

ID:1446274 ID:1446278



Licensed & Insured



WALSH'S CONTRACTING

2019-2020

- Name: Langdon Street Group
- Address: 121 Langdon St. Madison, WI 53703
- Phone: (608) 467-2204

Description Of Work Procedures

The full scope of work described below is priced to use a standard material quality for all Applications. All historical regulations apply. All directions and descriptions are to be from a point of view located in the front of the house on Langdon St. Illustrations and Prints are included with contract.

FRONT POARCH

- REMOVE AND/OR REPAIR NEEDED DAMAGED PIERS TO BRING THEM TO A CONDITION THAT IS PLUM AND ADAQUET FOR ROOF STRUCTURE ON FRONT OF HOUSE.
- TO REPLACE NEEDED COLUMNS AND REPAIR NEEDED COLUMNS TO A STATE THAT IS RATED TO CARRY THE STRUCTURES LOAD. TO HAVE AN ASTHETIC THAT IS UNIFORM AND APPROVED BY PRESERVATION PLANNER. (P.P)
- REPAIR AND REPLACE ANY DECROTIVE BEAMS AND FRAMING ASSOCIATED WITH FRONT POARCH TO A LEVEL, UNIFORM AND COMPLET STATUS THAT IS APPROVED BY P.P.
- REPAIR AND REPLACE NEEDED SOFFIT, FASCIA AND TRIM ASSOCIATED WITH TH DECORATIONS USED ON THE POARCH TO MEET A STANDARD APPROVED BY P.P.
- TO USE ANY NEEDED DEMOLITIONS AND REPAIRS FOR PORACH LOCATED ON RRIGHT SIDE OF BIULDING.

RIGHT SIDE POARCH & STAIRS

- TO USE 2X4 AS TOP HANDRAIL, HANDRAIL TO EXTEND TO BOTTOM OF LANDING.
- TO APPROPRIATELY ATTACH STRINGERS TO THE PORACHES EXISTING STRUCTUR.
- REPLACE CRUSHED BOX BEAM AND APPROPEIATE CARRIED BEAMS TO A SAFE STANDARD APPROVED BYCODE AND P.P.
- REPLACE AND REPAIR ROOF SYSTEM AND FLASHING SYSTEM AS NEEDED TO ENSURE WEATHER PROOF

COMPLETE EXTERIOR ENVELOPE

- ELIMINATE ANY HOLES GAPS AND INCONSISTANCES IN THE UNIFORMITY OF HISTORICAL PRESERVATION.
- TO REPAIR AND RESTORE ALL NEEDED AREAS ON EINTIRE EXTERIOR ENVELOPE.
- TO PAINT AND SCRAPE ALL NEEDED AREAS LEAVING THE STRUCTURE IN A UNIFORM AND CONSISTENT LOOK.REPLACE ALL NEEDED WOOD LATICE AND DECROTIVE TRIMS.

WALSH'S CONTRACTING

- TO WEATHER PROOF ENTIRE EXTERIOR OF STRUCTURE IN A MANNER THAT IS ASTHETICALLY UNIFORM IN APPEARANCE FOR THE SOFFITS FASCIAS, TRIMS, WINDOWS AND SIDINGS.
- TO APPROPRIATE WINDOW WELLS AND SECURE LOOSE WIRES.
- APPROPRIATE RIGID FOAM WITH GRADING.
- REPLACE AND UPGRADE DOWN SPOUTS TO LANDMARK REQUIREMENTS.
- REMOVE CRACKED PLASTIC FROM FOUNDATION WINDOW OPENING NEAR FRONT AND REPLACE ROTTED WOOD IN FOUNDATION WINDOW ASSEMBLY.
- RESTORE HALF-MOON FOUNDATION WINDOW TO A WEATHERTIGHT CONDITION.

Start

date:

COMPLETION date:

Clean-up will be performed daily. The site shall be kept in a clean and professional manner until date of completion. Upon acceptance a start and completion date will be decided.

All work performed by Walsh's shall carry a
15yr Workmanship Warranty.

Walsh's contracting terms and conditions

- 1) **Time for acceptance of agreement:** This agreement and general terms must be signed and returned to the contractor within 10 days of the date (unless stated otherwise) or contract will be deemed null and void. Acceptance by contractor of this agreement depends upon approval of customer by the credit department. The Agreement consists of both the contract and these general terms and conditions.
- 2) **Payment:** Deposit is required upon submission of this agreement, and/or upon receiving the first Insurance check. All progress payments shall be due within 3- days from invoice date, and/or upon receipt of the same from Insurance Company. Final payment shall be upon substantial completion and submittal of the final invoice (pay per trade- roof, siding, gutters, etc.). Any amount not paid when due shall bear interest

WALSH'S CONTRACTING

of full contract from the due date until paid in full at the maximum amount allowed by Wisconsin state law. All payments through promotional programs must be presented prior to contract. Payment to be made in full upon completion. Deposit required for following contract.

- 3) **Change orders:** Any extra work which is requested or required due to the condition of the building or building code changes shall be performed only after a written change order, "Addendum", is signed by the customer upon a contractor's change order form, and delivered to contractor accompanied by full payment for the change order if applicable. A change order may increase or decrease the price, provided for more or less time to complete work, for more or less materials or labor and other clauses.

- 4) **Excess Materials:** In order to insure there are enough materials to do the work(s), contractor may order more materials than may be necessary to complete said work(s). Any excess materials will not result in a change of the agreed upon contract price. All materials remaining after completion of the work shall belong to Walsh's Contracting.

- 5) **Warranties and limitation on liability:** Contractor grants the customer a 15-year warranty on workmanship. In the event of a claim of defective workmanship, the notice of the warranty claim must be submitted in writing and must describe the claim in sufficient detail to determine the nature of the problem(s), and must be signed by the customer. Removal of the roofing system lifts a great weight from the building. This causes uplift in the building, sometimes resulting in interior cracking of walls, ceilings, and floors. Such cracking may disappear upon roof replacement, however, uplift is unavoidable. Therefore, contractor shall not be liable should interior cracks occur. Any re-roofing requires removal of the membrane protecting the building from rainwater. Contractor shall use best efforts to cover the roof if rain occurs during re-roofing. However, if rain occurs during re-roofing, rain infusion and even mold infestation are inevitable. Therefore, should mold occur, contractor shall not be liable. Should fire, casualty, vandalism, storm(s) resulting in whole, or partial destruction of the building should occur during the work due it shall not be deemed the fault of the contractor, customer shall look solely to the homeowners insurance for recourse for any damage, and contractor shall not be liable. Contractor is not a dealer in roofing materials, and does not warrant materials supplied or installed. It is agreed that shingles and tiles shall vary in color and texture from time to time, and that sure variation does not constitute a default under this agreement. Warranties will be terminated if any repairs or modifications are done to any of the systems or products installed other than by an written order and by an active member of Walsh's Contracting.

- 6) **Work funded by insurance payments:** In the event the work is to be funded from insurance proceeds, the insurance company and the contractor shall agree upon

WALSH'S CONTRACTING

the total price. Customer authorizes the contractor to negotiate directly with the insurance company. Customer authorizes the insurance company to pay contractor directly for all work performed/provided for herein. If the insurer refuses to fund necessary work, contractor may terminate the agreement. Homeowner is responsible for paying claim deductible to contractor.

- 7) **Customers required insurance:** Customer shall carry homeowners insurance in the full replacement value of all improvements on the property and public liability insurance.
- 8) **Contractors required insurance:** Contractor shall carry insurance required by law per, Wisconsin state statute.
- 9) **Removal of structures and other obstructions:** If structures or other objects obstruct access to direct project or other areas declared as work zones or surfaced being worked on, customer shall remove and replace any such obstructions at sole expense of customer. Contractor is not responsible for this work, unless agreed to by contractor in writing. Obstructions will make aware of to customer in writing.
- 10) **Notices:** Any notice shall be sufficient to be delivered to the address of the party given in the agreement, by hand or U.S. mail.
- 11) **Default:** In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated "notice of default," specifying the default and requesting the correction thereof. In the event it is not corrected within ten (10) days after receipt of said notice, the non-defaulting party shall have all remedies at law and in equity for said default. In addition to any other remedy for default provided for herein or at Wisconsin law. Contractor shall have the right, but not the obligation to suspend or terminate its work(s), to retain all deposits then held and to peacefully repossess all materials previously delivered or installed, for which payment has not been made in full, to remove its equipment from the job site and terminate this agreement.
- 12) **Act of God and delays:** In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, then the completion of work shall be delayed until a later date and contractor and customer shall sign a change order reflecting the same. If customer declines to sign the change order then this agreement may be terminated by contractor where upon all sums then due to contractor for work(s) completed shall be immediately due and payable to contractor.

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- 13) **Time is of the essence for this agreement:** Upon the receiving of the first check the work specified in this contract will be put in to production as fast as possible, Or on agreed start date.
- 14) **Customers covenant noninterference:** Customer shall not attempt to direct workers on the site, exclude them from the site, demand work from them, remove the permit from the site, or interfere in any way with the contractors work.
- 15) **Effective date of this agreement:** This agreement becomes effective when signed and applicable terms such as insurance company approval and/or deposit are met.
- 16) **Governing law, venue, waiver of the jury trial and attorney fees:** This agreement is to be governed by the law of Wisconsin. Venue for any action other than a lien foreclosure may at contractor's option lie in its home county. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement; the prevailing party shall recover its attorney fees and costs.
- 17) **Entire agreement: No prior representation: Amendment:** This is the entire agreement upon the contractor and customer. There is no representation past or present, by contractor or any person acting for contractor, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.
- 18) **Severability:** Any remaining provisions hereof shall remain in full force and effect.
- 19) **Lien Law:** Required by Wisconsin state law contractor hereby notifies owner that persons or companies performing, finishing, or procuring labor, services, material, plans or specification's for the construction on owners land have lien rights on owners land and buildings if not paid. Those entitled to lien rights in addition to the under signed contractor are those who contract directly with the owner or those who give the owner notice within 60 days after they perform, furnish, or procure labor, services, materials, plans or specification's for the construction accordingly Owner will probably receive notices from those who perform, furnish, or procure labor, services, materials, plans or specification's for the construction and should give a copy of each notice received to mortgage lender if any. Contractor agrees to cooperate with the owner and owners lenders if any to see that all potential lien claimants are duly paid.
- 20) **Non-completion Penalties:** There will be a fee of \$250.00 per day for every day that passes beyond the agreed completion date that is without valid reason. If projects completion date will pass the agreed date the home owner will receive a written letter stating why this date is now projected.

WALSH'S CONTRACTING

We hereby propose to meet all conditions outlined in the document stated and to provide all means necessary to complete the Proposed Contract/ Description of work stated above for the sum of **:\$76,850.00** Seventy six thousand eight hundred and fifty Dollars 00/100

A payment of \$15,370.00 shall be made as a down payment to schedule said project.

A payment of \$15,370.00 shall be made as a payment at start of project.

A payment of \$15,370.00 shall be made as a progressive payment at end of 2nd week of construction

A payment of \$15,370.00 shall be made as a progressive payment upon completion of %75 of the project.

.And a payment of \$15,370.00 shall be made as a final payment upon completion.

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Any alterations or deviation from above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Note-This proposal/Contract may be withdrawn by us if not accepted within 5-days

Acceptance of Proposed Contract

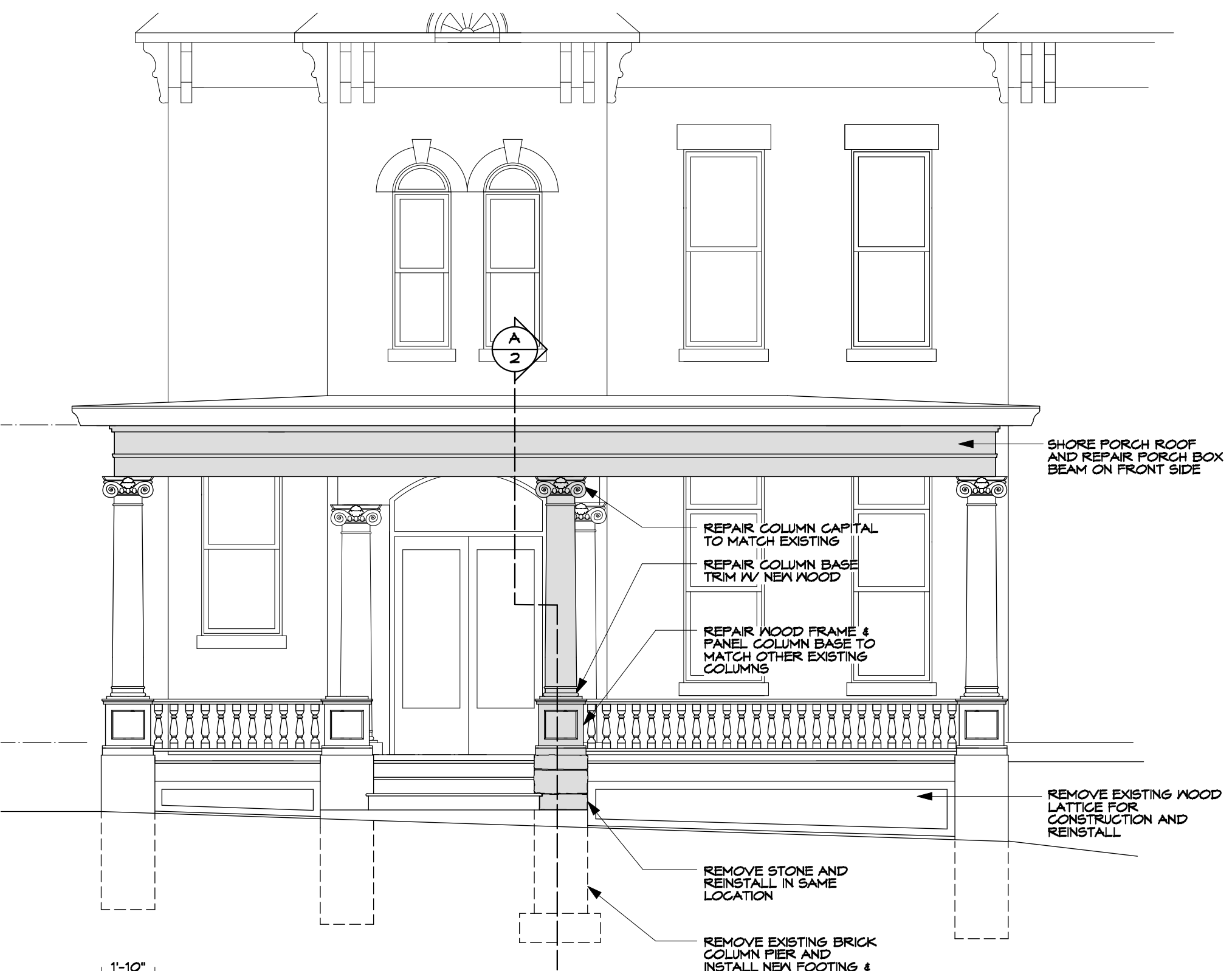
The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments to be made as outlined. Contractor has the rights to request Overhead and profit upon completion of contract.

Interest shall be applied to any unpaid balance that is over 1/days past due from the date of completion at the rate of 1% monthly reoccurring.

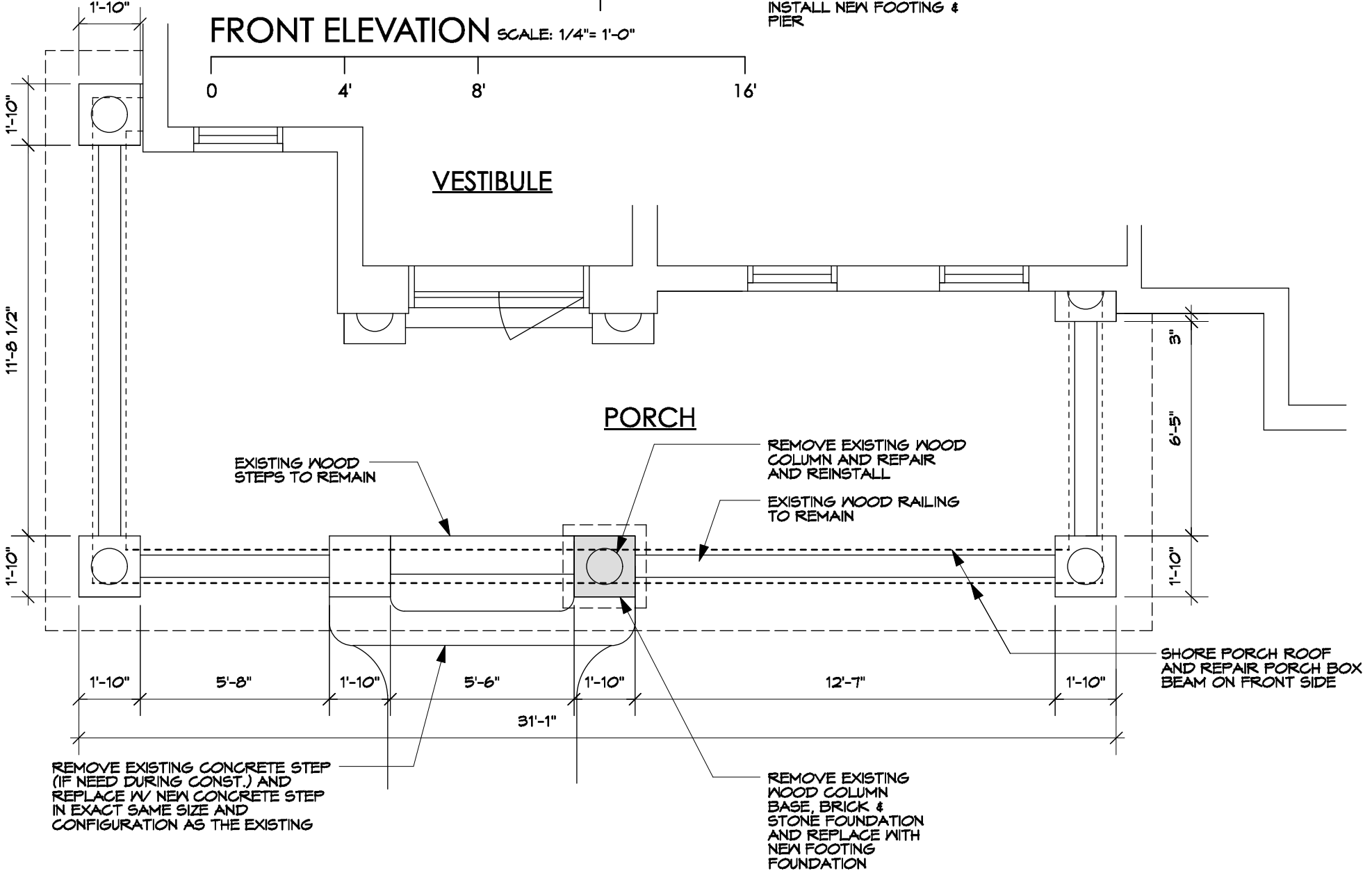
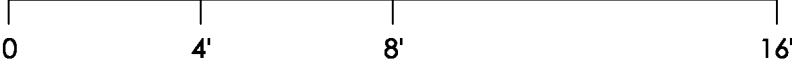
RESPECTFULLY SUBMITTED

Signature: _____ Date _____

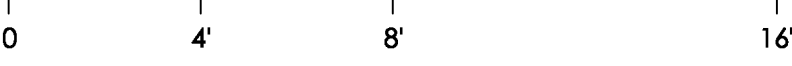
Signature: _____ Date _____



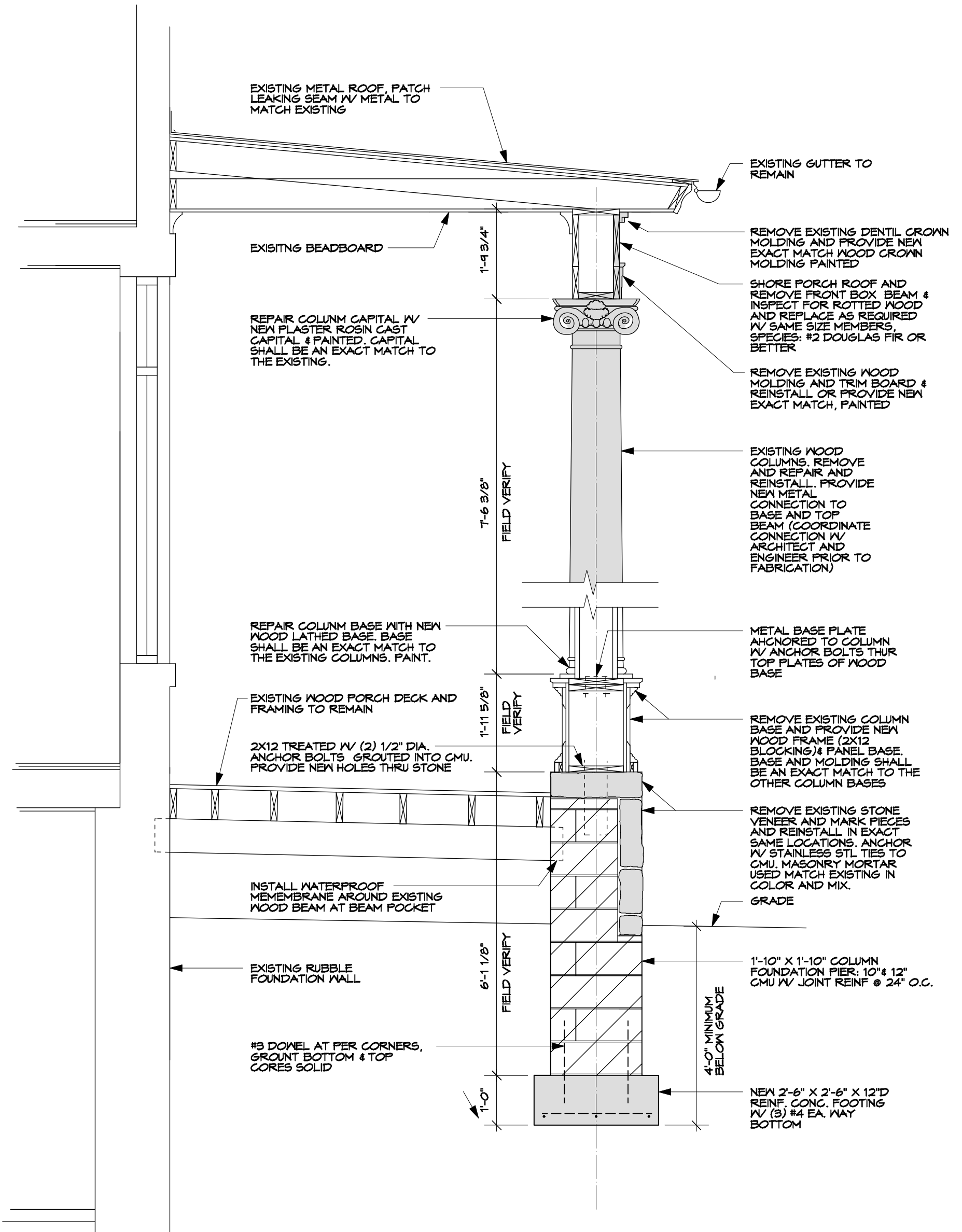
FRONT ELEVATION SCALE: 1/4" = 1'-0"



1ST FLOOR PLAN SCALE: 1/4" = 1'-0"



4/19/19



A FRONT PORCH COLUMN

SCALE: 1/2" = 1'-0"

GENERAL NOTE: ALL NEW MOLDINGS SHALL BE EXACT MATCH TO THE EXISTING. IF NEEDED NEW CUSTOM ROUTER BITS SHALL BE MADE TO PRODUCE MATERIALS.

4/19/19



FOR SALE
Walk Investments
8-256-9500
rentmadison.com

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FOR SALE
Bo... lwalk Investments
6... 8-256-9500
ww... rentmadison.com