

A. General Information

Completed by jstokdyk@hotmail.com on 7/12/2022 9:06 AM

Case Id: 30208

Name: Stokdyk, Jamison - 2021

Address: 1712 N 4th St

A. General Information

Please provide the following information.

A.1. Applicant First Name

Jamison

A.2. Applicant Last Name

Stokdyk

A.3. Applicant Address

1712 N 4th St Sheboygan, WI 53081

A.4. Phone

(920) 458-4038

A.5. Email Address

jstokdyk@hotmail.com

A.6. Name of Firm

Legacy Architecture

A.7. Architect

Jennifer L. Lehrke

A.8. Architect Address

605 Erie Ave Suite 101 Sheboygan, WI 53081

A.9. Architect Phone

(920) 783-6303

A.10. Architect Email Address

jlehrke@legacy-architecture.com

B. Project Information

Case Id: 30208

Name: Stokdyk, Jamison - 2021

Address: 1712 N 4th St

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B. Project Information

(Costs must be verified by two written estimates from contractors which include Federal wage rates as well as the design drawings for the work to be funded.)

B.1. Project Location

701 S 8th St

Sheboygan WI 53081

B.2. Total Project Costs (Exterior)

\$95,000.00

B.3. Amount Requested

\$55,000.00

B.4. Other Funding Sources:

Name	Amount	Other Agency Funding Status
Research Grant	\$5,000.00	Pending
Owner	\$40,000.00	Approved
	\$45,000.00	

B.5. Proposed Budget

Budget Category	Amount	Description
Exterior Renovation Costs	\$95,000.00	Rebuild and restore facade to original footprint and appropriate detail, including steel and masonry, doors, windows, awnings, and lights. Repair cream city brick where needed.

B.6. Has a Façade application for research work been approved previously?

No

Certification

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Case Id: 30208

Name: Stokdyk, Jamison - 2021

Address: 1712 N 4th St

Certification

Once an application is submitted, it can only be "Re-opened" by an Administrator.

☒ I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Signature

Jamison Stokdyk

Electronically signed by jstokdyk@hotmail.com on 9/21/2022 4:46 PM

Date

09/21/2022



LEGACY
architecture

605 Erie Avenue, Suite 101
Sheboygan, Wisconsin 53081
(920) 783-6303
www.legacy-architecture.com

June 1, 2022

Jamison Stokdyk
Studio Lane LLC
1712 N. 4th Street
Sheboygan, WI 53081

Re: City of Sheboygan Historic Preservation Grant Program
Façade Grant for Research Work
701 S. 8th Street
Sheboygan, WI 53081

Dear Jamison:

It was a pleasure talking to you regarding the above-mentioned building. We understand that you would like to rehabilitate the exterior of the building, particularly the storefront. You have already obtained a City of Sheboygan Historic Preservation Grant for Façade Grant for Research Work as part of your overall financing package.

ARCHITECTURE & ENGINEERING SERVICES

Remodeling a commercial building such as this is a major undertaking. We can help guide you through the steps in this process including Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, and Construction Contract Administration. Based on our discussion, we suggest a Scope of Work which includes Schematic Design only. Therefore, our Scope of Services for this Agreement shall include the following:

Schematic Design

- Visit the site to verify and photograph existing conditions and take field measurements of the front of the building via laser scan.
- Draft existing partial floor plans and west elevation.
- Meet with you once to review owner-supplied data and define project requirements.
- Prepare up to three conceptual design options.
- Meet with you twice to review design options and arrive at the schematic design.
- Prepare color elevations including material notes and color selections.

Excluded Services

In addition to the Scope of Services to be provided under this Agreement, certain other services may be necessary or advisable for the Project. The Client has decided to include such services from another source or to forgo those services until a later date. The following recommended services are therefore excluded from this Agreement:

- Additional work not specifically mentioned in the Scope of Services above, including Design Development, Construction Documents, Bidding & Negotiation, and Construction Contract Administration phase services

- ALTA Land Title, Existing Conditions, and Topographic Survey
- Civil, structural, fire protection, plumbing, mechanical, and electrical engineering services
- Landscape architecture and interior design services

In consideration of the risks to the Consultant as a result of the Client's decision to exclude these services from this Agreement, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from any damages, liabilities or costs arising out of or in any way connected with the Consultant's not providing these Excluded Services. If any of these services are desired at a later date, they will be performed at our regular hourly rates.

FEES

The fees for the above services will be \$5,000, including reimbursable expenses such as printing, mileage, shipping, and postage.

If additional services are desired at a later date, they will be performed at our 2022 Schedule of Rates as follows:

Principal Architect or Interior Designer.....	\$150/hour
Senior Project Manager.....	\$140/hour
Project Manager.....	\$105/hour
Project Designer.....	\$70-\$100/hour
Historic Preservation Staff.....	\$75/hour
Business/Administrative Staff.....	\$70/hour
Reimbursable Expenses.....	Cost + 10%

TERMS & CONDITIONS

Invoices shall be submitted by the Consultant monthly on the basis of work completed and are due on the 21st of each month and shall be considered past due if not paid by the end of the same month. If payment in full is not received by the Consultant within 30 calendar days, invoices shall bear interest at 1.5% or the maximum rate allowable by law, whichever is less, of the past due amount per month, which shall be calculated from the invoice date. Payment thereafter shall be first applied to accrued interest and then to the unpaid principal.

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client or in the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus collection agency fees and expenses, collection bonds, reasonable attorney's fees, court costs, and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's time and expenses spent for such collection action, computed according to the Consultant's prevailing fee schedule and expense policies. The obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the Client fails to make payments when due or otherwise is in material breach of the Agreement, the Consultant may suspend performance of service. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of the Agreement and shall be cause for termination of this Agreement by the Consultant. In the event of termination of this Agreement by either party, the Client shall within 30 calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. In establishing fees for any additional services to be performed, the Consultant shall utilize the same fee schedule included herein. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the termination provision thereof.

If the Consultant for any reason is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the Consultant if used, reused, changed, or completed by the Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change, or completion by any other party of any construction documents prepared by the Consultant.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

In the event the parties to this Agreement are unable to reach a settlement of a fee dispute involving an amount of less than \$10,000, arising out of this Agreement or related to the services under this Agreement, in accordance with the paragraph above, then such dispute may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement then pertaining. The Client and the Consultant shall mutually agree over the choice of a qualified arbitrator with construction industry experience free of any conflicts of interest among the parties. The Client and the Consultant also agree that discovery and rules of evidence shall be in accordance with the code of civil procedure in the State of Wisconsin. The decision of the arbitrator may be excepted to, challenged, and appealed according to law.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance or professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to

indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please contact us if there are any questions or if you require further information.

Sincerely,

Legacy Architecture, Inc.



Jennifer L. Lehrke, AIA, NCARB
Principal Architect, Interior Designer & Historic Preservation Consultant

ACCEPTANCE

Signing and dating of this letter and returning it to Legacy Architecture, Inc. will indicate your acceptance.

Signature

Date