

**SERVICE AND PROCESSING OF CLAIMS**

Plaintiff or Claimant: Sergey Amelyan

Date: 3/20/18

- In-person
- Process Server
  - Claimant
  - Other \_\_\_\_\_

By mail

By email

By fax

Received by: Jonny Slivka

- Hand deliver to: Ann Marie  or Janel
- Forwarded to Attorney's Office by Ann Marie or Janel
- Response from Attorney's Office
- Common Council Agenda: Yes  No

RECEIVED  
MAR 26 2018  
CITY OF WEST ALLIS  
CITY CLERK

CLAIM FORM AND INFORMATION

Important Information: For the City of West Allis to consider your claim, you must follow the Wisconsin statutory procedure for filing a claim. Completing this form does not guarantee compliance with statutory procedure. City employees, including the City Attorney's Office, cannot give you legal advice or instructions on the statutory procedure. Any questions regarding claims should be directed to the City Attorney's Office at 414-302-8450.

NOTICE OF CLAIM

Name: Sergey Amelyan Incident/Accident Information
Address: 6301 W. National Ave. Date: 2/27/2018
West Allis, WI 53214 Time: daytime
Phone: 414.628.7089 Place: basement of 6301 W. National

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary). Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

Please see attached description + use memory for videos + pictures of damage

Signed: [Signature] Date: 3-26-18

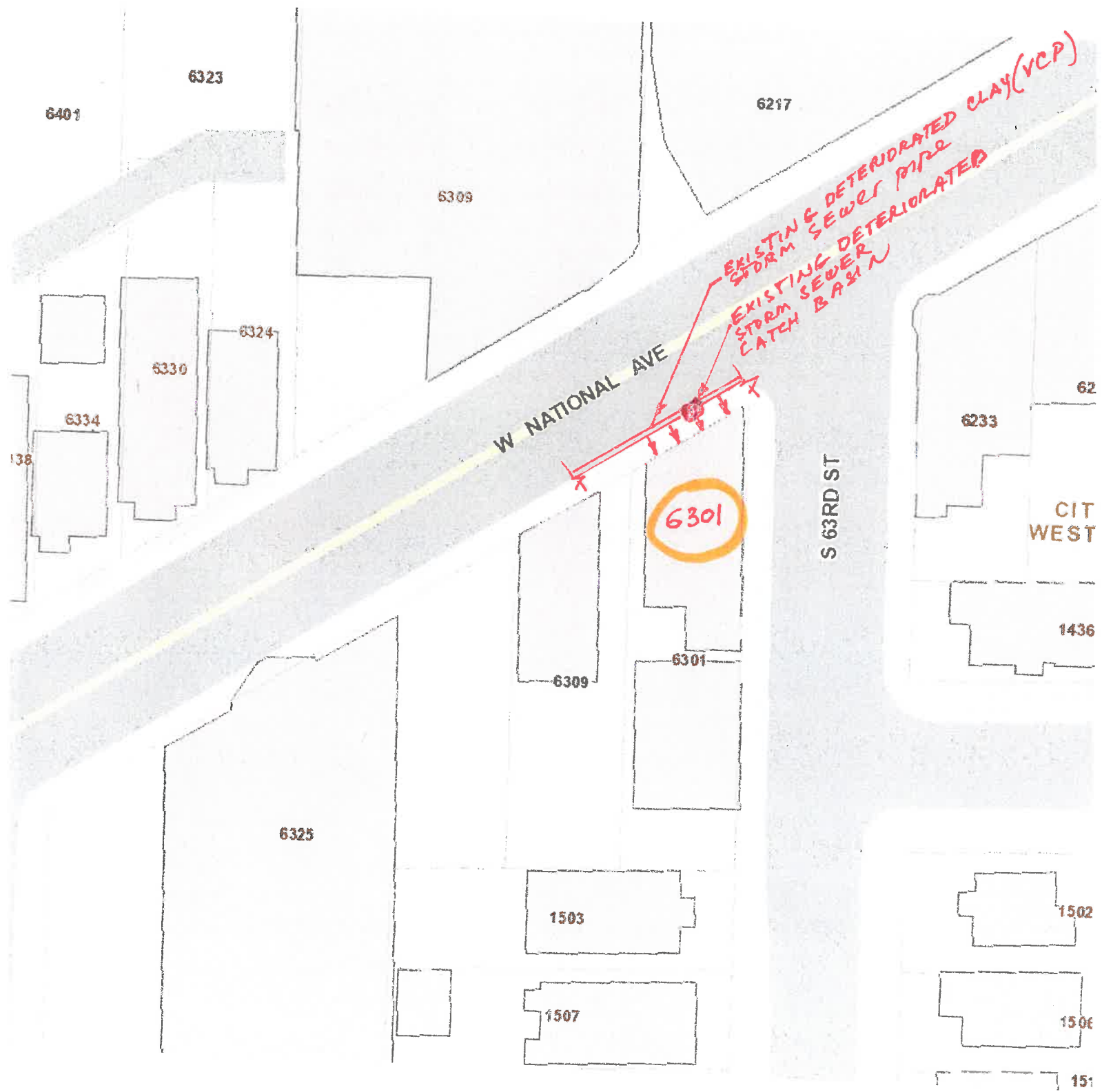
CLAIM

NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City of West Allis at any time consistent with the applicable statute of limitations. However, no action will be taken by the City of West Allis to formally accept or deny your claim until the following information is provided:

The undersigned hereby makes a claim against the City of West Allis of arising out of the circumstances described above. The amount sought is: \$ 28,500 (Please attach an itemized statement of damages sought including at least 2 estimates for repairs.)

Signed: [Signature] Date: 3-26-18
Address: 6301 W. National Ave. West Allis, WI 53214

RECEIVED
MAR 26 2018
CITY OF WEST ALLIS
CITY CLERK



6301 W National Ave:

Recently I noticed horizontal and vertical cracks appearing in the basement concrete block wall (the wall that is adjacent to W National Ave).

The basement wall started bulging and protruding inward to the basement (approximately 5 inches) and started leaking after heavy rains.

It has been determined that the problem came from the deteriorated storm sewer system adjacent to our property from W National (deteriorated vertified clay pipe (VCP) and catch basin).

The storm water encountered an obstruction inside of the deteriorated VCP pipe (could be collapsed pipe, broken/fractured pipe, joint offset, or other issue) and over-flooded the adjacent area fountaining through the catch basin.

During the last rainfall on February 27 2018, the water was badly leaking through the cracks and flooding the basement with storm water. I immediately called the city. DPW crew and representatives from the engineering department came on site immediately, inspected our flooded basement and started pumping out the water from the storm watch catch basin adjacent to our property.

Everyone agreed that the cause of the problem was the storm sewer conveyance system adjacent to our property – it was completely deteriorated and was not able to convey storm water; the overflow water was running towards our property. Please see attached video and photos.

Due to numerous infiltration/inflow from the storm sewer system, the soil was saturated with water, swelled, and created extremely high hydrostatic pressure onto the basement wall and caused the basement wall to lose the structural strength.

I have also attached estimate of repair from two structural contractors.

**Customer Flat Rate Quote**  
The price you see is the only price you pay, thats our guarantee!



**Customer**

**Name:** Serge  
**Address:** 6301 W National Ave  
**City:** West Allis  
**Zip:** 53214  
**Phone:** 414.628.7079  
**Email:** [serge304@gmail.com](mailto:serge304@gmail.com)  
**Job:** Wall Rebuild  
**Start Date**

**Contractor Information**

Foundation Pros of Wisconsin LLC  
License #1408091  
906 Lawndale Ave  
Waukesha  
53188  
262.933.5616  
[FoundationProsWisconsin@gmail.com](mailto:FoundationProsWisconsin@gmail.com)

**Scope of Work**

**Prep**

Apply for permits  
Baracade for public saftey  
Identify city lines (storm/sanitary/combo)  
Identify utilites (electric/curb feed)  
Shore Structure

**Installation**

Remove Concrete walk  
Excavate to footing - 50 Linear feet  
Demo Wall  
Rebuild to existing dimensions - 43 linear feet to include corners  
Core fill every 36" on center with rebar  
Back plaster exterior wall  
Tar seal exterior wall  
Install 4" Drain Tile exterior and interior  
Install Sump Basin  
Install Sump Pump and discharge to surface - west wall  
Back fill 1" clear stone  
Replace concrete - 5" Slab as per West Allis Code

#### Removal & Disposal

Foundation Pros of WI will be responsible for the the safe removal and disposal of all debris.

#### Removal and Clean Up

Foundation Pros of Wisconsin LLC will do its best to maintain a clean and safe work area. Home Owner understands that some residual dust and debris may settle after completion.

#### Warranty Information

10 year Seepage and Structural Warranty

#### Price & Payment

Foundation Pros of Wisconsin LLC proposes the above scope of work for  
Flat Rate \$28,500  
With Payment as follows  
\$10,000 Due Upon Contractual Agreement  
\$14,500 Due Upon Completion

#### Discounts Available

A \$50 credit is available, applied to final payment, if the customer provides a "Service Experience Letter" along with 1 online review with final payment.

**Customer Flat Rate Quote**  
The price you see is the only price you pay, thats our guarantee!



**Customer**

**Name:** Serge  
**Address:** 6301 W National Ave  
**City:** West Allis  
**Zip:** 53214  
**Phone:** 414.628.7079  
**Email:** [serge304@gmail.com](mailto:serge304@gmail.com)  
**Job:** Wall Rebuild  
**Start Date**

**Contractor Information**

Foundation Pros of Wisconsin LLC  
License #1408091  
906 Lawndale Ave  
Waukesha  
53188  
262.933.5616  
[FoundationProsWisconsin@gmail.com](mailto:FoundationProsWisconsin@gmail.com)

**Scope of Work**

**Prep**

Apply for permits  
Baracade for public saftey  
Identify city lines (storm/sanitary/combo)  
Identify utilites (electric/curb feed)  
Shore Structure

**Installation**

Remove Concrete walk  
Excavate to footing - 50 Linear feet  
Push wall as best as possible  
Brace wall with 3x6 wall braces to WAFRP Standards  
Back plaster exterior wall  
Tar seal exterior wall  
Install 4" Drain Tile exterior and interior  
Install Sump Basin  
Install Sump Pump and discharge to surface - west wall  
Back fill 1" clear stone  
Replace concrete - 5" Slab as per West Allis Code

#### Removal & Disposal

Foundation Pros of WI will be responsible for the the safe removal and disposal of all debris.

#### Removal and Clean Up

Foundation Pros of Wisconsin LLC will do its best to maintain a clean and safe work area. Home Owner understands that some residual dust and debris may settle after completion.

#### Warranty Information

10 year Seepage and Structural Warranty

#### Price & Payment

Foundation Pros of Wisconsin LLC proposes the above scope of work for

Flat Rate \$20,500

With Payment as follows

\$10,000 Due Upon Contractual Agreement

\$10,500 Due Upon Completion

#### Discounts Available

A \$50 credit is available, applied to final payment, if the customer provides a "Service Experience Letter" along with 1 online review with final payment.



Name J & S 2008, LLC Res. \_\_\_\_\_  
 Address 6301 W National Ave Bus. 414-628-7089  
 City, State, Zip West Allis, WI 53214 Cell \_\_\_\_\_  
 Realtor N/A Phone ( ) \_\_\_\_\_  
 Realtor N/A Phone ( ) \_\_\_\_\_  
 Analysis \_\_\_\_\_ Email \_\_\_\_\_

Please see attached Analysis and Basement Diagram

All proposed work per State of Wisconsin UBC & Uniform Dwelling Code Chapter VI Section 30.50

Age of Bldg 1924 Referred by Internet

Accurate Basement Repair, LLC. Herein after referred to as Contractor, proposes to furnish all materials/permits, labor and equipment necessary to perform the following work which the above named owner has requested; excludes engineering reports.

**EXCAVATION**

- 45 Approximate linear ft.  
 Cover lawn with plywood; excavate ~~shaded area~~ to footing; ~~clean excavated walls; patch all exterior cracks (grade to footings);~~ clean and flush bleeders in footings; apply below grade tar mastic sealer, cover sealer with 6 mil visqueen; install new 4" exterior drain tile; back fill with stone ~~within 48"~~ to grade; ~~install filter fabric; grade away from foundation walls using top soil.~~  
 Rebuild wall with new CMU's except EAST to be straightened as best as possible  
 possible

**REINFORCEMENT METHODS**

Wall thickness 12" No. Of courses 11 (97")

- Reinforce walls with vertical steel columns; install approximately 32" - 36" centers  
 Reinforce walls with steel rebar and core fill with cement  
 Repair interior wall cracks

>Excavate approx 36' of NORTH wall, remove existing wall, rebuild with new CMU's, seal and reinforce with 6" x 3" x 1/4" vertical steel columns on 32" - 48" centers

>Excavate approx 9' of EAST wall, straighten as best as possible, seal and reinforce with 6" x 3" x 1/4" vertical steel columns on 32" - 48" centers

>Remove & Replace approx 275 sq ft of public walkway and approx 28 sq ft of concrete stoop & step

>Install approx 45' linear ft of interior drain tile with Sump Crock and Pro Series

ST-1033 Sump Pump w/ DFC1 dual float controller - Please Note: Sump Discharge location needs city approvals on location of discharge. A \$500.00 allowance is included in contract price for standard connection to storm system

>Structural Engineer oversite and applicable municipal building permits included - Please Note: Special permitting may be required for removal & replacement of public walkway - If additional permit costs are required, will be billed at cost

Not Included: Removal or replacement of radiator(s)

Not included: Removal of personal belongings and any other obstructions not specifically noted / included above - Please see Terms & Conditions #6, #14, & #16

**INTERIOR DRAIN TILE**

- 45 Approximate linear ft.  
 Open basement floor approximately 18" away from walls; trench along side footings and create a gravity flow to sump crock; clean & flush bleeders in footings.  
 Drill 1" weep holes into block hollows below floor level.  
 Install channel cove drainage system.  
 Install new 4" perforated drain tile and cover drain tile with stone. Recement floor and haul away debris. Sweep broom clean.  
 Install 1 interior drain tile clean outs.  
 Install sump crock & sump pump.  
 Discharge: CUSTOM Grade



**TOTAL AMOUNT** \$26,575.00 **DOWN PAYMENT** \$7,000.00 **PAY** 10 DAYS **UPON COMPLETION** \$19,575.00

Contractor agrees for a period of 20 YEARS the repair or replacement of any defective work at no added cost to owner. Contractor is not responsible for any foundation setting and cracking as a result of sub-soil movement. The warranty does not cover dampness, efflorescence or mold growth on basement wall or floor. **Warranty is transferable upon change of ownership.**

Owner acknowledges that he has read the terms and conditions contained in this agreement, including "customer's right to cancel" and other terms or conditions contained on the reverse side hereof and acknowledges receipt of two copies of this agreement. (one copy if sent electronically)

# FOUNDATION RESTORATION AND WATERPROOFING

## ANALYSIS REPORT

3125 E. Allerton Ave., Milwaukee, WI 53235 • Phone: (414) 744-6900 • Fax: (414) 294-2045  
 www.accuratebasementrepair.com

Name J & S 2008, LLC Res. \_\_\_\_\_  
 Address 6301 W National Ave Bus. 414-628-7089  
 City, State, Zip West Allis, WI 53214 Cell \_\_\_\_\_

HISTORY Age of Property 1924 Age of Problem Unknown Years Owned Unknown Age of Past Repairs N/A

TYPE OF FOUNDATION  Block  Brick  Poured  Fieldstone  Other \_\_\_\_\_  
 Sump Pump  Palmer Valve  Drain Tile: Yes No  Unknown  Downspout Receiver  
 Wall Height 97" Ground Depth - Courses 11 Block Size 12" Joist Size -

Contractor cannot verify seepage history.

SEEPAGE PROBLEMS  Per Owner  Per Contractor  Dry at Time of Inspection  N/A  
 Cove  Wall  Cracks in Wall  High on Wall  Over Wall  Cracks in Floor  Window

### STRUCTURAL PROBLEMS - Analysis of wall(s) where accessible only

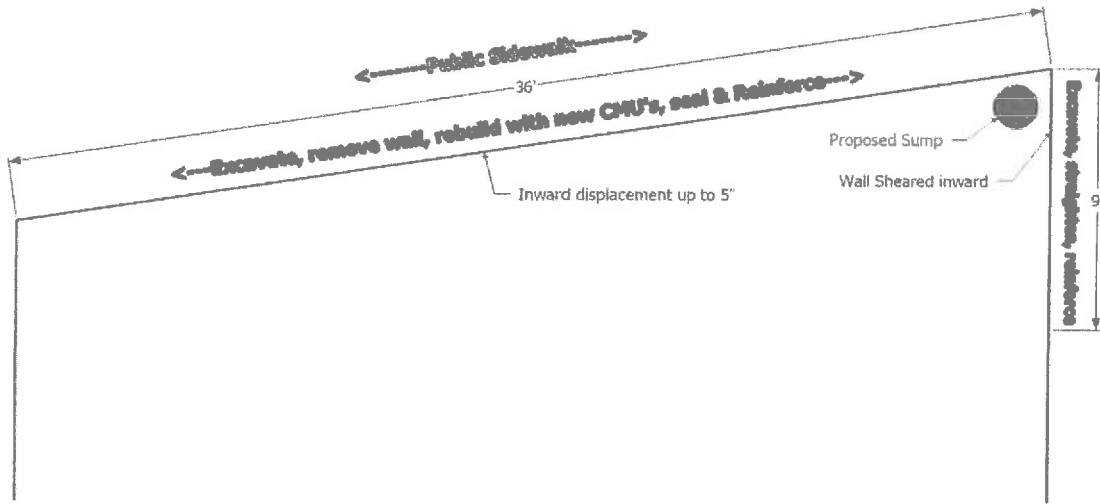
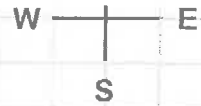
Walls	Inspected	Horizontal	Step	Sheared	Vertical	Bowed	Tipped	Displaced	Monitor Only	Obstructions/ not visible
North	✓	✓	✓	✓		✓	✓	up to 5"		
South										
East										
West										

### CONTRIBUTING CONDITIONS TO STRUCTURAL AND/OR SEEPAGE PROBLEMS

- Surface Water Entering Wall  Palmer Valve Stuck  High Water Table
- Concrete Pitches into Wall  Possible Drain Tile Blockage  Foundation Cracks
- Poor Grading Along Wall / Yard  Roots at Crock / Drain  Soil Pressure
- Downspout Receivers may be Broken  Mineral Buildup in Drain Tile  Clay Soil
- Downspouts Not Properly Extended  Iron Ochre in Drain Tile  Frost
- Gutters Need Cleaning / Repair  Sump Pump Not Properly Set / Working  Poor Soil Below Footing

### RECOMMENDATIONS BASED ON OWNER'S STATEMENTS AND/OR VISUAL INSPECTION

- Regrade Along Walls  Extend Down Spouts  Outside Drain Tile System Test
- Correct Pitch of Concrete  Check for Broken Downspout Receivers  Inside Drain Tile System Test
- Clean or Repair Gutters  Install Window Well or Auger  Reset Float Level of Sump Pump
- Correct Landscaping  Remove Trees  Footing Repair / Underpinning
- Excavate, Seal, New Drain Tile, Stone Fill & Top Soil  INSTALL Inside Drain Tile & Repair Bleeder System



## Notes

Weather dry at time of inspection - No active seepage today - Owner provided video of extreme water intrusion through wall from street water run off - The water intrusion as compromised the structural integrity of the wall with inward displacement up to 5" with block deterioration

Interior drain tile may not exist as there is no sump crock in the building and a palmer valve could not be located

The wall will need to be rebuilt with NEW CMU's which will require that the public walkway be removed and replaced in addition to the front stoop and step - Special permitting may be required - A structural engineer will need to be consulted for oversight of the work to be performed on a commercial building

"This report is limited to an impartial opinion, which is not a warranty. It does not address latent or concealed defects that may occur in the future that are not evident at the time of this analysis. The report is limited to the components of the foundation that were visible to the contractor on the date of the analysis and his opinion of their condition at the time of the analysis. Accurate Basement Repair is not responsible for any foundation defects or problems that cannot be detected through a reasonable visual analysis. This is not intended, or to be used, as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of the basement. This analysis does not include a test for mold, radon, lead, asbestos or any other type of pollutant. Such an inspection is outside the scope of the analysis provided and should be provided by others if desired. The absence of any visible signs of serious foundation problems or defects as of the date of this report does not guarantee that a serious problem will not develop in the future. Likewise, there is no guarantee that a problem noted in this report as minor or insignificant will not become more serious in the future. Accurate Basement Repair shall not be liable for any foundation problems, conditions or defects

# Terms and Conditions

1. Buyer represents that he is in fact the legal owner or representative of the premises on which labor and material are to be performed.
2. This is the entire agreement and covers all work to be done under this proposal and there are no prior representations, either verbal or written outside of this proposal or contract. Any subsequent modification or change must be in writing and signed by an authorized representative of **Accurate Basement Repair, LLC**.
3. Contractor reserves the right to sub-contract services as required.
4. This proposal becomes a valid contract when executed by owner and approved by an authorized representative of **Accurate Basement Repair, LLC**. If, through no fault of the contractor, the client cancels the contract, **Accurate Basement Repair, LLC** may charge a fee for time spent to initiate the contract.
5. There shall be no liabilities for delays in completion of the work due to unusual weather or circumstances beyond our control.
6. Owner agrees to remove and replace any obstructions from inside floors, walls, or ceiling if inside work is necessary.
7. Electrical outlets and/or plumbing to be supplied by owner unless otherwise specified on contract. This proposal is based on the physical conditions existing at the instance of this proposal and the information is provided by the customer.
8. Sump pumps are warranted by manufacturers only.
9. Guarantee only applies if gutters and downspouts are kept in good working condition, and if proper pitch of ground and concrete is maintained by owner after completion of the work by **Accurate Basement Repair, LLC**. All concrete workmanship (i.e. Walks, drives, patios etc.) Guaranteed for one (1) year. Warranty does not include frost heaving. Materials not warranted against cracking or cherting.
10. Contractor is not responsible for water entering premises through sewer, chimney, windows above masonry walls. Hydrostatic pressure (leakage through floors) is covered under service policy only specifically stated to be guaranteed in job description. Cove joints are guaranteed in work area.
11. The service policy provided herein does not cover any leakage or flow in non-work areas.
12. Remedial work or services to be performed under the service policy shall begin within forty-five days and be completed within six months after notice by owner to the contractor of any failure of the waterproofing services under the contract. Owner must provide access to the work area if requested by the contractor, such as removal of panels, studs, shelves, carpeting, flooring, stairs, etc, and replacement of same.
13. Owner must furnish water and electricity for job installation. Owner must make work areas and access clear and cover any items, improvements or fixtures, subject to damage by dust, water or other risks from installation described on reverse side.
14. Removal and replacement of the following items are not included in this contract unless specifically stated on reverse side; fencing, stoops, patios, sidewalks, awnings, interior construction (drywall, paneling, ceiling tiles, carpet, electrical lines, plumbing lines, washer/dryer, etc), steps, oil or water tanks, water softeners, other improvements, fixtures or objects in or around work area.
15. Damage to siding, gutters, downspouts, veneer awnings or other trim are not the responsibility of contractor. The repair shall be to the immediate area of damage regardless of color or material matching problems and limited to a maximum of five hundred dollars to the contractor.
16. Damage to landscaping of any type is not the responsibility of the contractor except for limited restoration specifically included in the contract. In any case, we cannot be responsible for survival of lawn, flowers, shrubs or trees.
17. Upon access of foundation repair, contractor will not be responsible for cracks in walks, drives, patios, etc before or after completion of work.
18. When wall reinforcing is done and it is specifically stated to be warranted on reverse side, the warranty is limited to the installation of additional reinforcements only, these reinforcements will be installed free under the service policy.
19. When inside drain tile is repaired, the warranty is specifically applies to water leakage only through cove joints (floor-wall joint) of masonry wall.
20. Terms of this contract, including payment of sums owed by owner must be completed or all warranties and discounts are invalid.
21. As required by the Wisconsin Construction Lien Law, builder hereby notifies buyer that persons or companies furnishing labor or materials for and on the buyer's land may have lien rights on buyer and buildings if not paid. Those entitled to lien rights in addition to the undersigned builder, are those who contract directly with the buyer or those who give the buyer notice within 60 (sixty) days after they furnish labor and materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.
22. A waiver of lien will be furnished after final payment.
23. A 1 1/2% interest charge per month will be enforced on all accounts not paid by designated terms of this agreement. Guarantee shall not apply if payments are not made as agreed.
24. This proposal may be withdrawn if not accepted within thirty days from date of proposal.
25. Any alteration or deviation from specification involving extra costs will be performed only after a written change order or an additional contract is executed between parties.
26. Due to the nature of concrete, contractor will not be responsible for any cracking, pitting, sub-soil movement or discoloration of concrete slabs, stoops, steps, etc.
27. Concrete removal is limited to 4" thick flat slabs and 8" thick stoop/steps or additional cost will be charged.
28. Due to the nature of and maintenance required to control tree roots or iron ochre regrowth, contractor will not be responsible if new growth hampers the drain tile system causing seepage.
29. In the event that a dispute arises related to this agreement or any work performed pursuant to this agreement, the parties agree to the following terms. That the matter shall be decided by a three-person arbitration panel, two of the members must be licensed home inspectors. Customer shall submit to Accurate ten (10) names of potential arbitrators acceptable to customer and Accurate shall select the three who shall decide this case. The arbitration shall be conducted under the procedures followed by the American Arbitration Association.
30. In the event that the customer files a claim against contractor and it is determined that contractor is without fault, customer agrees to pay contractor's costs of defending against the claim including reasonable attorney's fees.

# Wisconsin "Right to Cure Law"

The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the "Right to Cure Law", and is not a complete description of the law, and is not a substitute for legal representation.

## Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

## More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the "Right to Cure Law" can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

## Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

*Step One Notice of Claim*—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

*Step Two: Contractor's Response*—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

*Step Three: Claimant's Response*—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

*Step Four: Contractor's Supplemental Response*—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

*Step Five: Claimant's Response*—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.