



CLAIMANT CONTACT INFORMATION

Name: BENJAMIN BURKI
Address: 1577-1579 S. 62ND ST.
WEST ALLIS, WI. 53214

Phone: 262-441-1464
Email: ben-burki@yahoo.com
ericmbrunette@gmail.com

INSTRUCTIONS

Complete this form, print and sign it, and serve a hard copy upon the West Allis City Clerk. If you have questions about how to fill out this form, please contact a private attorney who can assist you.

NOTICE OF CLAIM

Date of incident: 12-23-2020 Time of day: MORNING (?)
Location: WEST SIDE OF GARAGE AT 1577-1579 S. 62ND ST. WEST ALLIS

Describe the circumstances of your claim here. You may attach additional sheets or exhibits. 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.

MY REALTOR RECEIVED A CALL ON 12-23-2020 FROM DEREK HOPPE / SANITATION SUPERVISOR @ THE CITY OF WEST ALLIS STATING ONE OF YOUR TRUCKS DURING GARBAGE PICK UP KNOCKED A GARBAGE CART INTO THE WEST SIDE OF MY GARAGE, DAMAGING SOME OF THE SIDING. DEREK TOOK PHOTOS (THEY ARE ATTACHED) AND WROTE UP AN ACCIDENT REPORT (I DO NOT HAVE A COPY OF HIS REPORT). ATTACHED ARE 2 ESTIMATES FOR COST OF THE REPAIR, I'M REQUESTING THE CITY OF WEST ALLIS REPAIR THE DAMAGE THEY DID, INCLUDING ALL COSTS.
FYI: THE PROPERTY HAS AN ACCEPTED OFFER & IS CLOSING ON 1-4-2021. THE NEW OWNERS NAME IS ERIC BRUNETTE & I HAVE INCLUDED HIS EMAIL ADDRESS AT THE TOP OF THIS FORM ALONG WITH MINE.

Check one:

- I am seeking damages at this time (complete Claim Amount section below)
- I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: *B. Burki*
BENJAMIN BURKI

Date: 12/28/2020

CLAIM AMOUNT

To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

The total amount sought is: \$ 1325.00

DAMAGES SOUGHT:

I AM REQUESTING THE CITY OF WEST ALLIS REPAIR
THE DAMAGED SIDING ON WEST SIDE OF MY GARAGE.

I'VE ATTACHED 2 ESTIMATES FOR SAID REPAIR
& REQUEST THE CITY OF WEST ALLIS USE ONE OF
THESE 2 CONTRACTORS.

BB

BENJAMIN BURKI

12/20/2020
DATE









A Custom To, LLC

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

Proposal

Customer	Pam Burki	Date	12-30-20
Address	1577/1579 S. 62 nd St.	Roof	No
City/ST	West Allis, WI.	Gutters	No
Phone	262-203-1812	Siding	Repairs Only
Fax	N/A	Section	West Side of Garage Only
Attention	Pamburki3@gmail.com	Inspector	Keith

Scope of Work:

Siding Repair:

- Replace damaged siding on westside of garage with new vinyl siding to match existing color as close as possible.

 \$360.00

Price: Includes Material & Labor

As Listed Above.
Please initial by any work you wish to have performed.

Payable upon completion of work.
Please read terms and agreement section before signing proposal.

Warranty Information:

➤ *All work specified above comes with a 1 year craftsmanship warranty starting on date of works completion.*

Terms & Conditions:

- This Proposal may be withdrawn by us if not accepted within 30 days.
- All disputes hereunder shall be resolved by binding arbitration with the BBB in accordance with rules of the American Arbitration Association.
- If any mold is present it is the responsibility of the owner to have the mold remediated by a professional. If mold is not removed it may come back. ACT LLC is not responsible for existing mold problems.
- Signee agrees that proposal is payable upon completion of work unless other plans have been made and have been specified in writing under this section.
- Signee agrees with and acknowledges that we ACT LLC reserve the right to place any job not paid within 30 days after completion without notice to collections and/or we reserve the right to file both material and labor liens.



A Custom To, LLC

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

Proposal



Acceptance of Proposal: Office# 414.376.5568

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein. Please fax signed proposal to 414.585.9990 or send proposal to A Custom To LLC, 1640 S. 83rd St., West Allis WI. 53214.

Print Name: _____

Customer's Signature: _____

Date Accepted: _____

Title: _____



Check out our remodeling tools at www.actesllc.com and create your project today.



J.D. GRIFFITHS Remodeling Contract

8401 W Calumet Road | Milwaukee, WI 53224

414.362.7222 | Fax 414.362.7226

www.jdgriffiths.com

Thank you for working with J.D. Griffiths Co., Inc. This document sets forth the Construction Contract terms between J.D. Griffiths Co., Inc. ("Contractor") and the Owner of property as described below ("Owner"), and supersedes any oral agreements and understandings. The Contract is subject to and incorporates the Contractor's standard terms and conditions, together with any plans or specifications referenced below. **Please carefully review this Contract and the Contractor's Standard Terms and Conditions (see back side) before signing below as this will become a binding agreement between the parties.** On behalf of J.D. Griffiths Co., Inc., we appreciate your business and looking forward to working with you. Date: _____

OWNER: Pam Burki
1577 S. 62nd Street
West Allis, WI 53214

Phone - Home _____
Work _____
Cell 262-203-1812
E-Mail pamburki3@gmail.com

SOURCE _____

Lead Source: Referral - Repeat - YP - Radio - Newspaper - Internet - Home Show

CONTRACT PRICE: \$1,325.00

PROGRESS PAYMENT SCHEDULE: Owner agrees to pay the Contract Price to Contractor upon the following schedule:

1. \$ 725.00 Min. 50% Down payment upon execution of Contract
2. \$ 600.00 Final Payment is due within 7 days of Substantial Completion

Final Payment is due within 7 days of Substantial Completion. A 1% per month (12% per year) late payment fee will be assessed on any unpaid balances remaining after 30 days, with Owner responsible for Contractor's costs of collection, including actual attorney's fees.

WORK SCHEDULE: Work shall begin on the Commencement date and end upon Substantial Completion, both of which are defined as follows:

Commencement: Unless another date is specified below, work will start within 45 business days after (1) this Contract is signed by Owner; (2) Down payment is received by Contractor; (3) proof of Owner's ability to pay is given to Contractor (if requested); (4) all governmental permits/approvals necessary for the Work are issued; and (5) the following Project Site preparation is prepared by Owner (as applicable):

Substantial Completion: Substantial Completion means the Work will be ready for use for the purpose for which it was intended and/or the occupancy permit or other government approval, if required, is issued, whichever occurs first. Unless otherwise agreed or provided for in this Contract, Substantial Completion will occur on or before 90 business days after Commencement. Substantial Completion can be reached even though punch list items may then be outstanding and warranty periods may not have expired.

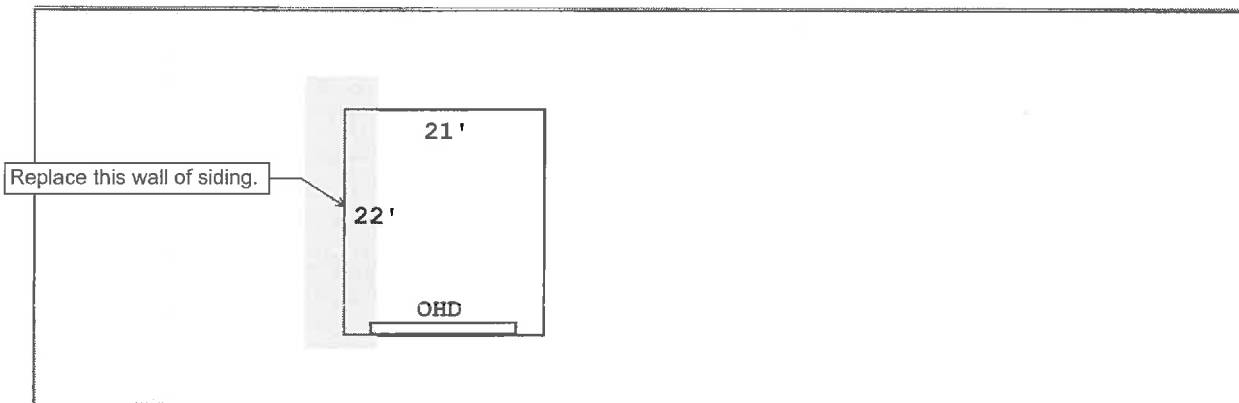
Note: To the extent the Owner and/or Contractor request that the above Work Schedule be modified (by date, progress, etc.), those modifications are as follows:

Project Description/scope of work

Remove siding on Alley side of the Garage and replace broken pieces with new.
Repair/Replace house wrap as needed.

Materials List (This is a preliminary list, subject to change) for internal use.

New Siding



This Contract, including any attached plans and specifications and the Contractor's Standard Terms and Conditions (see back side), and unless mutually agreed-to by written modification, is the entire agreement between the Owner and Contractor. **Any other written or oral statement, warranties, sales literature or understandings made before execution of the Contract are null and void, unless expressly stated in this Contract.**

Owner warrants that the person executing this Contract, and any subsequent Change Orders, has legal authority to do so. Including obligating the Owner to a marital purpose debt if married. Owner acknowledges review and approval of the entire Contract before execution. This Contract is not assignable by either party without the other's reasonable consent. **Thank you for using J.D. Griffiths Co., Inc.**

J.D. Griffiths Co., Inc.	Date _____	Owner _____	Date _____
As a representative of J.D. Griffiths Co., Inc.		Owner _____	Date _____

J.D. GRIFFITHS CO., INC.'S LIEN NOTICE

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT THOSE FURNISHING CONSTRUCTION LABOR OR MATERIALS MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER AND SUBCONTRACTORS WHO GIVE THE OWNER NOTICE WITHIN SIXTY DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE WORK. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE IDENTIFICATION NOTICES AND SHOULD GIVE A COPY OF EACH TO OWNER'S MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH OWNER AND ANY SUCH LENDER TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE PAID AMOUNTS DUE.

NOTICE CONCERNING CONSTRUCTION DEFECT

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 ALLEGE CONSTRUCTION DEFECT. 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.

CUSTOMER RIGHT TO CANCEL

YOU MAY CANCEL THE ATTACHED CONSTRUCTION CONTRACT AGREEMENT BY MAILING A WRITTEN NOTICE TO J.D. GRIFFITHS CO., INC., 8401 WEST CALUMET ROAD, MILWAUKEE, WI 53224, BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THE CONSTRUCTION CONTRACT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS BELOW.

STANDARD TERMS AND CONDITIONS

- Plans and Specifications: In terms of the work to be performed by Contractor ("Work") as part of a Contract including its plans and/or specification, Contractor has sole control of construction methods, sequence of work and coordination of its sub-contractors to perform the construction identified in the specifications.
- Materials: Contractor will make reasonable efforts to cause materials to match existing construction, however, Owner understands that the natural characteristics of building materials may result in color, texture and finish variations, and that perfect matches are not and cannot be guaranteed by Contractor. Building material imperfections may include, but are not limited to, mineral marks, visible seams, shade variations, mill marks, and minor blemishes.
- Owner Duties: The Owner will timely provide at Owner's expense, and is solely responsible throughout performance of the Work for: (a) unobstructed access for the Contractor's Work to be performed at the project site from 7:00 a.m. until 7:00 p.m., Monday through Friday, including removal of any existing hazardous materials, as well as keeping children and pets away from the Work area; and (b) removal, protection and reinstallation of Owner's personal property.
- Delays: If Contractor is prevented from completing the Work due to delays of the Owner, third parties or acts of God, the Contractor shall be entitled to an equitable adjustment of the number of days to achieve Substantial Completion arising from such a delay.
- Warranty: Contractor warrants that all Work performed under the Contract will be free from defects for a period of one (1) year from the date of Substantial Completion. This limited warranty is Owner's exclusive remedy against Contractor, is conditioned upon Owners conveyance of Final Payment to Contractor, and ends upon Owner's sale or other conveyance of the Project Site. This warranty does not cover: (a) items not installed or repaired by Contractor or its subcontractors; (b) ordinary usage or failure by Owner to properly maintain the Work, (c) damage by exposure to weather conditions, including expansion or contraction of natural building materials, and (d) incidental or consequential damages of any kind.
- Disputes: Owner and Contractor agree to meet and use good faith efforts to informally resolve any disputes between them through meetings, discussions and communication. To the extent The Contractor and Owner are unable to informally resolve their disputes, they agree that the exclusive remedy and venue for resolving all disputes related to the Contract and any terms and specifications contained therein shall be binding arbitration before the NARI Home Improvement Council Ethics Board ("Board") pursuant to its rules. The decision of the Board shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. Costs and attorney fees of the prevailing party at arbitration may be awarded by the Board, at its sole discretion.
- Marketing: Owner agrees to allow Contractor to display its sign on the Project Site, provided such display does not violate any subdivision covenant, municipal ordinance, or other applicable law. Owner agrees to allow Contractor, or an agent thereof, to take photographs of the Project Site before, during, and after completion of the Work and to use such photographs in Contractor's marketing and promotional materials, without limitation. Owner shall not be entitled to any compensation for Contractor's display of its sign on the Project Site or for the use of such photographs in Contractor's marketing and promotional materials.