



CLAIMANT CONTACT INFORMATION

Name: BENJAMIN RICHE
Address: 6604 W REVERE PL
WEST ALLIS, WI 53219

Phone: 414-312-4410
Email: benjaminjamesriche@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: 03/18/2021 Time of day: 10:00
Location: 6604 W REVERE PL, WEST ALLIS, WI 53219

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.

A ROTTEN TREE LOCATED ON CITY PROPERTY FELL ON MY GARAGE, CAR, AND TOOK OUT MY POWER. WE HAD BEEN IN CONTACT WITH THE CITY TO MAKE THEM AWARE OF THIS TREE ON SEVERAL DIFFERENT OCCASIONS AND TO ASK THAT IT BE REMOVED. THIS IS THE SECOND TIME THAT IT FELL ON MY GARAGE. PLEASE EXPEDITE THIS CLAIM SO THAT I CAN GET MY GARAGE REPAIRED AND MY PROPERTY IS NO LONGER A BLIGHT ON THE CITY.

ELECTRIC RECONNECTION - ALREADY PAID \$598.88
DAMAGE TO VEHICLE 1972 CHRYSLER TOWN & COUNTRY \$8630
DAMAGE TO GARAGE \$7993.16

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: *Ben Riche*

Date: 06/22/2021

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: \$ 17,222.04

SAVE

PRINT

22 JUN '21 PM 2:26
CITY OF WEST ALLIS



In Phase Electric & Air, LLC
Po Box 406
Oconomowoc, WI 53066
262-354-4325

Estimate 38427807
Job 38439791
Estimate Date 3/18/2021
Customer PO

Billing Address
Benjamin Riche
6604 West Revere Place
West Allis, WI 53219 USA

Job Address
Benjamin Riche
6604 West Revere Place
West Allis, WI 53219 USA

Estimate Details

Er dispatch and power up home (temp) needs new meter socket

Task #	Description	Quantity	Your Price	Your Total
dis3	Emergency Dispatch Fee	1.00	\$249.00	\$249.00
4n	Install a large junction box on electrical system to make repairs or to extend wiring to desire location.	1.00	\$349.88	\$349.88

Potential Savings \$19.88

Sub-Total \$598.88

Tax \$0.00

Total \$598.88

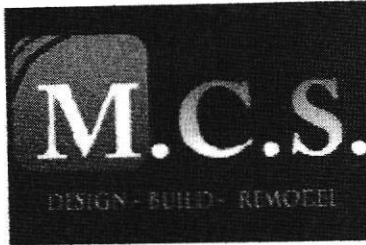
Est. Financing \$9.10

Thank you for choosing In Phase and allowing us to serve you today!

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I agree that the amount of \$598.88 is the straightforward price I have agreed too. Final payment must be made the same day work is completed. In the event of crushed or unpullable conduit or hidden junction boxes, additional charge may apply. In some cases drywall patching may be necessary. In Phase Electric & Air, LLC is not responsible for any drywall conditions or charges. I acknowledge that I have read each term and condition of this proposal and agree to the same.

over phone

3/18/2021



CONFIDENTIAL

Construction Agreement

Agreement #: 06072021- Tree Damage to Garage

Date: 06-07-2021



Time: 12:45 P.M.

COPY

QUALITY DESIGN AND CRAFTSMANSHIP TO FIT YOUR LIFESTYLE

Mailing Address: 3116 15th Ave. South Milwaukee, WI. 53172

Phone: 414.899.0687 **MCSMilwaukee.com**

<p>Agreement Submitted to: Mr. Benjamin Riche 6604 W. Revere Place West Allis, WI. 53219</p>	<p>Communications: Benjamin Riche Phone # - Home: Work: Cell: 414-312-4410 Email: Benjaminjamesriche@gmail.com</p>
<p>Additional notes:</p> <ul style="list-style-type: none">➤ No permit is required...➤ Tree Damage to rear of garage.➤ No electrical work is included.➤ No painting or staining is included.➤ Garage needs to be cleaned out prior to work starting. All vehicles need to be moved away from work area.. <p></p> <p></p>	<p>Brief Project Description: Remove and Replace with new...existing damaged three tab shingles, tar paper, roof sheathing gutters/downspouts need to be demolished. Front half of the Garage roof to remain intact with the exception of new gutters and downspouts, soffit, drip edge/gutter apron needed, sub-fascia and new fascia trim is also required. Work to include "sistering" of broken truss overlooks on overhangs to bear on top plate. Install new Decking, tar paper and install new three tab shingles to match as closely as possible to existing. Color of shingle to be determined. All new trim and gutters to be white. Includes all necessary labor and materials to correct Garage damage. Debris to be removed and disposed of by MCS or its affiliates.</p>



Progress payments may vary in sequence of completion. A full waiver of lien will be furnished after each progress payment. Thank you for choosing MCS to be your building resource!

This agreement shall be binding if received by MCS within (3) business days from the date of this Agreement..

FINAL Agreement Price: \$ 7,993.16

Payment terms: \$ 3,500.00

Down payment upon signing of construction agreement

\$ 4,493.16

Final Payment + unpaid contract extras. This payment is Due at substantial completion of project and must not be Held for completion of punch list items.

Work Schedule:

Commencement: Work will start within 30-60 days after all of the following:

1. This Agreement is signed by Owner.
2. This Agreement and the down payment have been received by Millard Construction Services.
3. Proof of Owner's ability to pay is provided to Millard Construction Services LLC.
4. All governmental permits/approvals necessary for the Work are issued.
5. Other: Ordered materials have been received (i.e. Cabinets, C-Tops Windows, Doors, Millwork etc.)
6. Progress payments may be made out of sequence.

Brief Description:

Remove and Replace with new...existing damaged three tab shingles, tar paper, roof sheathing gutters/downspouts need to be demolished. Front half of the Garage roof to remain intact with the exception of new gutters and downspouts, soffit, drip edge/gutter apron needed, sub-fascia and new fascia trim is also required. Work to include "sistering" of broken truss overlooks on overhangs to bear on top plate. Install new Decking, tar paper and install new three tab shingles to match as closely as possible to existing. Color of shingle to be determined. All new trim and gutters to be white. Includes all necessary labor and materials to correct Garage damage. Debris to be removed and disposed of by MCS or its affiliates.

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. Substantial Completion will occur on or before **30 days** after Commencement, subject to extension as provided in this Agreement.

Permits and Plans:

- Building, HVAC, and Electrical permits shall be applied for and obtained by Millard Construction Services LLC or it's sub-contractors. Unless the client asks specific questions on which permits are necessary or requires further explanation regarding said permits, it is understood that Millard Construction Services LLC has satisfied ATCP 110.3.
- A recent property survey was completed and paid for by the homeowners. N/A
- All conditions approved per blueprints

Tear-out / Site Prep: per attached as-built floor plan:

- MCS LLC does not haul away or dispose of any appliances.
- No personal items are to be disposed of in Dumpster/s until work is completed/or approved of prior by an MCS associate.
- Debris are sometimes added to dumpsters from neighboring job sites or neighbors at times. MCS does not account for these occurrences and if extra luger/s or fees are needed they will be billed at cost plus 30% to cover administration fees associated with said occurrence. At completion of the project MCS clients are able to fill the dumpster with house hold items or debris they are looking to discard. There is a marked line on the dumpster that debris are not to exceed past.
- After our work is done and the home owner chooses to keep dumpster for their own cleaning "To fill it up" must adhere to the State of Wisconsin's **DNR** restrictions of not throwing or dumping in dumpster the following; *tires, car batteries, paint/Stain, appliances or any other deemed containment*. MCS is **NOT** responsible for Dumpster or Luger once work is complete and a signed completion form has been signed by the homeowner/business owner at the end of the job. If the Dumpster company finds any un authorized items it is the homeowners responsibility to pay overages and/or fines.
- MCS to install Microwave, Refrigerator, Stove per plans.
- Appliances supplied by Homeowner
- Demolition of existing plumbing and electrical cannot be priced until the wall covering, such as drywall/plaster is removed. Therefore, there will be a contract extra charge above and beyond this agreement price for the demolition of existing plumbing

and electrical that cannot be viewed. This portion of work is completely unforeseen and cannot be priced. The extra work will cover modifications that need to be performed in order to bring up to code and/or facilitate the modifications detailed in the specification below.

Home owner to do the following prior to MCS starting.

- Clear area where work will be performed
- Cover any furnishings or property from dust
- Disclose any hidden defects they are aware of.

Clean-up:

- All debris generated by Millard Construction Services LLC from this project will be hauled off site and disposed of by MCS or it's subcontractors.

Owner items that are to saved and set aside which are included in this agreement:

*None at this time

Items that are marked or requested to saved by the owner, that are not included above, will be billed at the time and material rates for the men and equipment that is required to carry out the request. No warranty is expressed or implied as to the usable condition of items removed by Millard Construction Services LLC or its sub contractors. All reasonable care shall be taken to prevent damage to plants/shrubs when the windows and AC unit is installed, although some plant casualties are to be expected .

LIEN NOTICE

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, "MCS" MILLARD CONSTRUCTION SERVICES LLC HEREBY NOTIFIES OWNER THAT THOSE FURNISHING CONSTRUCTION LABOR OR MATERIALS MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MILLARD CONSTRUCTION SERVICES LLC, ARE THOSE WHO AGREEMENT DIRECTLY WITH OWNER AND SUBAGREEMENTORS 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. MCS AGREES TO COOPERATE WITH OWNER AND ANY SUCH LENDER TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE PAID AMOUNTS DUE.

2005 Wisconsin Act 201 – Right to Cure Act
(also referred to as Right to Repair Law)

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.

"MCS" MILLARD CONSTRUCTION SERVICES LLC CONTACT (RIGHT TO REPAIR PERSON) FOR THE ABOVE ACT IS TO BE MR. CHAD MICHAEL MILLARD CKBR. SUBMITTAL OF NOTICE OF A CLAIM IS ONLY VALID WHEN SUBMITTED WITHIN THE ONE YEAR WARRANTY PERIOD TO MR. CHAD MICHAEL MILLARD CKBR.

END OF JOB COMPLETION LISTS ALSO REFERRED TO AS PUNCH LISTS DO NOT QUALIFY UNDER THIS ACT.

IF THE OWNER CHOOSES TO MAKE HIS/HER OWN REPAIRS OR ALTERATIONS TO THE CONSTRUCTION DEFECT(S) PRIOR TO NOTIFYING THE CONTRACTOR AND COMPLETING THE REQUIREMENTS OF THE RIGHT TO CURE LAW, THAT SUCH CONDUCT BY THE OWNER WILL WAIVE ANY AND ALL RIGHTS UNDER THE RIGHT TO REPAIR LAW RIGHT TO HAVE THE CONTRACTOR REPAIR THE ALLEGED DEFECT(S).

AGREEMENT TERMS AND CONDITIONS

1. **Plans and Specifications.** The final plans and specifications from which the Work will be constructed are attached to, and are a part of, this Agreement. Millard Construction Services LLC has sole control of construction methods, sequence of Work and coordination of its subcontractors to perform the construction identified in the plans and specifications. Changes due to hidden conditions necessary to properly complete the Work which are not identified in the plans or specifications will be paid by the Owner as an extra with a **20% mark-up on Products or Materials and a labor rate of \$150.00 per hour.** Dimensions shown in drawings are approximate. If plans and specifications conflict, the specifications control.

All drawings specifications and other documents, whether in printed or electronic form, furnished by the Contractor to the Owner under this Agreement are instruments of service and the Contractor retains ownership and property interest in them, including the copyright for them. The Owner hereby agrees to indemnify the Contractor for any loss, cost, claim for damages, including reasonable attorneys' fees, arising from Owner's unauthorized use of the drawings, and/or Specifications provided by the Contractor. All references to industry standards shall be defined as the Construction Industry Quality Standards of the Remodeling Industry established by NARI (National Association of the Remodeling Industry) and the MBA (Metropolitan Builders Association of Greater Milwaukee, Inc).

2. **Materials.** To the extent not fully identified in the Specifications, the Owner will make selections of all materials, appliances, colors, finishes and allowance items within times established by MCS or a day for day extension of the date for Substantial Completion will be made until such selections are made. Owner acknowledges that MCS has the right to substitute material sizes, brand names or other features that will perform equal to or better than those specified or selected. Millard Construction Services LLC will make reasonable efforts to purchase materials (which will be obtained locally) to match existing construction, however, Owner understands that the natural characteristics of building materials may result in color, grain, texture and finish variations, and that perfect matches are not guaranteed. Owner further understands and agrees the because of natural characteristics of building materials, perfect surface finishes cannot be achieved: wood shrinks, swells and checks; plaster, drywall, masonry, asphalt and concrete crack, peel and pit; and condensation normally occurs on material surfaces exposed to moist air. Excess materials delivered to the Project Site and /or materials not physically attached to the structure after Substantial Completion of the work contemplated by this Agreement shall remain the property of the Contractor. Owner may instruct MCS to procure the materials which shall be charged at cost plus 20% in addition to the labor rate of \$150/man-hour for pick-up and delivery of said materials.

PLEASE NOTE: Owner supplied Materials; although reasonable care shall be utilized, the performance, condition or damage of Owner supplied materials or fixtures before, during or after construction shall be the sole responsibility of the Owner, excluding intentional or reckless conduct attributable to the Contractor or Sub-contractors. No warranty is expressed on owner bought materials.

3. **Owners Duties.** The Owner will timely provide at Owner's expense, and is solely responsible throughout performance of the Work for: (a) unobstructed access to the Project Site from 7:00am until 7:00pm, seven days per week, including removal of any existing hazardous materials, such as asbestos, lead and PCBs, or other environmental hazards, as well as keeping children and pets away from the Work area; (b) identification of private utility connections and locations, and providing at no cost electricity, water, telephone and toilet facilities for use by Millard Construction Services LLC and its subcontractors. All utility connections and service charges, if any, shall be paid by the Owner (c) an accurate survey locating any existing aboveground and underground structures in or near the Work area and easements or other site restriction, if requested by MCS, (d) secure storage for Millard Construction Services LLC and its subcontractors materials and equipment necessary to complete the Work; Once on site, all materials are the responsibility of the homeowner. Damage or theft of materials is to be covered under the homeowner's insurance; (e) removal, protection and reinstallation of Owner's personal property, (Remodeling may cause large amounts of dust, etc. to become airborne. Millard Construction Services LLC is NOT responsible for damage to any household items or furnishings therein caused by the processes required to perform the agreed upon work stated above, which may include any Agreement extras associated with this Agreement) (f) unless otherwise provided in the description of the Work or if resulting from MCS's negligence, repair of access routes used by construction equipment; finish grading and seeding; landscaping; walks, steps and driveways; septic tanks; and any utility lines damaged during performance of the Work; and (g) moisture control and regular maintenance of the completed Work; (h) obtaining all permits, unless specifically agreed to be obtained by MCS as part of this Agreement, required for the Work Scope defined by this Agreement; (I) providing uninterrupted power with complete access to circuit breakers/fuses in the event of a circuit trip during the entire construction process. A charge of \$150.00 per hour will be issued for use of an alternate power source, in the event of interrupted power. Whereby, Millard Construction Services employees have to use or rent an electrical generator for power for ANY period of time. Travel time to acquire a generator will also be charged at the above rate plus the time per man on the job waiting for restoration of power. (j) Disposal of all debris; major construction debris will be cleaned up as your part of the

Agreement. However, minor debris cleanup, including sweeping, raking, and vacuuming, are to be completed by the homeowner. (k) Ensuring Customer supplied materials are on the project site and in acceptable condition for use during the agreed upon period in which work is to be completed. A charge of \$150/man-hour lost shall be charged as an extra until such time that the materials are made available to MCS on the project site. (L) If any MCS employee or its sub contractors cannot gain access to perform their duties (i.e. Locked out of home, materials supplied by owner not on site, etc) the home owner will be billed a \$250.00 trip charge. Rescheduling of the intended work may delay the final completion date. Rescheduling of the duties are at Millard Construction Services sole discretion and may not reflect or adhere to any pre-existing scheduling commitments.

Unless stated to the contrary in the specifications, the Owner shall be responsible for all landscaping and other site conditions at the Project Site, including finish grading, drainage, soil slippage or sinking, repair of equipment access routes and the construction area, or any other site conditions that may exist. If material or labor furnished or installed by the Owner or third parties contracted by the Owner cause loss of time or add additional work for the Contractor, then the Owner shall pay to the contractor the costs resulting from any additional work or lost time. Contractor is not responsible for failures or defects that result from work or materials by Owner or third parties, whether occurring before or after commencement or completion of work under this Agreement.

4. **Insurance.** Owner shall maintain property insurance and assume all risk of loss during performance of the Work for Project Site physical losses, including basement collapse, fire, wind damage, theft, and vandalism. Millard Construction Services will maintain workers' compensation insurance for its employees and general liability insurance covering performance or arising out of the Work, other than loss of use damages. Certificates evidencing insurance coverage shall be conveyed by Owner and MCS before Commencement of the Work. Please note once work commences MCS can direct our insurance agent to provide a certificate of insurance to be placed in your names with the jobsite address. Chad can give you this certificate upon request. MCS holds a 2 million dollar policy.
5. **Payment.** Owner will make Payments in cash/check upon receipt of invoice or verbally instructed, including amounts, requested for extras or allowances. Extras may be invoiced before the additional Work is performed. Credit for underage's on allowances will be separately identified and deducted from the Final Payment invoice amount. Millard Construction Services LLC will receive 1.5% monthly service charge on all past due amounts, plus all costs of collection, including attorney's fees. Payments will be made understanding approximately two weeks additional time after payment is made, may be needed to procure all final lien waivers from MCS sub contractors, for the portions of the work for which the payment was made. **No amount may be withheld from Final Payment to address punch-list items; however, Millard Construction Services LLC and property Owner will set a date by which all such items will be fully completed before Final Payment is made.** Final Payment will waive all claims by Owner, except subsequent lien or warranty claims. The Customer will be charged \$250.00 for any checks returned from the bank for any reason.

In accordance with National Automated Clearing House Association Rules and Regulations, Millard Construction Services LLC incorporates the new banking rule released September 1998 that allows returned checks to be electronically debited for the face amount of the check and a service fee allowed by law. The person(s) signing this Agreement agree that their account will be debited electronically for both the face amount and returned check fee if a check is returned unpaid. In the event that the Agreement is not paid in full prior to commencement of work, Millard Construction Services LLC is hereby authorized to obtain a consumer credit and/or investigative report. Such information may be derived in whole or in part from TRW, Equifax, Trans Union, and/or Contemporary Information Corporation. Millard Construction Services LLC reserves the right to decline credit if, at their discretion, unfavorable information is reported.

Substantial Completion. Substantial Completion of the Contractor's work under this Agreement shall be the date that the Project Site can be used for the purpose for which it was intended "or" the date the occupancy permit or other approval, if any, is issued by the appropriate government authority, whichever occurs first. Slight deviations from the Plans and Specifications shall be deemed to be in substantial compliance with the Contract requirements.

6. **Changes: All Customer requested change orders or changes made to the approved plans, drawings, and/or specifications shall be charged an administrative fee of \$250 each above the agreed upon price for each change order.** This fee shall cover the administrative costs associated with the designing, estimating, expediting, scheduling, material ordering, material receipt and delivery, and additional communications and efforts involved with any modifications to this Agreement or associated drawings and/or specifications.

Changes to the plans and specifications will be made upon written Change Order executed and fully paid by Owner in advance of the changed Work being performed, except that MCS is entitled to Change Orders without advance Owner

approval if required to address hidden conditions, to stop and restart Work after identification and removal of environmental hazards or as a result of delay, or to conform to changes in building codes or zoning after execution of this Agreement. Change orders will identify the change in the Work which will be added or deleted, the cost for the change or method for calculating the cost, and the number of additional days, if any for the MCS to achieve Substantial Completion. The person responsible for payment of the Agreement will be charged for any extra costs incurred if the Customer or designee, without prior approval from MCS., changes work scope or work direction to any employee of MCS or subcontractor of Millard Construction Services LLC. ANY changes in work scope, however slight they may be could involve extra cost. Whether apparent at the time, or as a result of the change made, any extra costs that result will be charged to the person signing this Agreement. These charges will be considered an addition to this Agreement and are to be paid in full per the guidelines set forth in this Agreement. Any extra or additional work will be billed at a rate of \$150.00 per hour, per man, including any travel time in addition to materials which will be billed at cost plus forty percent.

7. **Delays.** If MCS is prevented from completing the Work due to delays of the Owner in supplying information, material to be incorporated into the Work or in timely making payment; delays of governmental authorities or third parties; delays due to adverse weather condition, damages arising from vandalism or fire, or as a result of any other conditions not caused by MCS, then Millard Construction Services LLC shall be entitled to an equitable adjustment of the number of days to achieve Substantial Completion plus a reasonable period for rescheduling and setup of its subcontractors, as well as any costs arising from such a delay, including increased material or labor time costs, as an extra. For each such delay, or for each delay in the aggregate such as adverse weather conditions, MCS shall convey a Change Order to Owner identifying the number of days and costs attributable to delay. Evidence of such additional costs shall be supplied by MCS to Owner upon request. If the Owner halts construction of the Work for Owner's convenience or fails to make the Project Site available for a period of thirty days or more, then MCS, at its option and upon written notice to the Owner, may terminate this Agreement and receive compensation as provided under the "Termination" paragraph of this Agreement.

Owner's failure to sign Change Orders, Addendums, Contract Extra's and/or Owners refusal to make Progress Payments, or any other cause beyond Contractor's sole control, shall also be cause for work stoppage by the Contractor. Increased costs to the contractor as a result of work stoppage will result in those charges being billed to the customer.

8. **Warranty.** Millard Construction Services LLC warrants that all Work performed under this Agreement shall be completed in a good and workmanlike manner according to standard practices and will be free from defects for a period of one year from the date of Substantial Completion. This limited warranty is owner's exclusive remedy against MCS, is conditioned upon Owner's conveyance of Final Payment to MCS, and ends upon Owner's sale or other conveyance of the Project Site. Contractor shall have no obligation to perform warranty work unless and until Final Payment in full is received by the Contractor pursuant to the terms of this Agreement. This warranty does not cover, and MCS has no responsibility for, any (a) items covered under subcontractors' or manufacturers' warranties conveyed to Owner as part of this Work, (b) items not installed or repaired by Millard Construction Services or its subcontractors, (c) ordinary usage or failure by Owner to properly maintain the Work, (d) damaged by exposure to weather conditions, including expansion or contraction of natural building material, and/or (e) incidental or consequential damages of any kind. As a condition of the Agreement Price, all implied warranties, including fitness and habitability, are waived. MCS shall perform warranty repairs or replacements, at its option, within a reasonable period of time after notice from Owner during the warranty period as detailed in *2005 Wisconsin Act 201 Right to cure (also known as the right to repair law)*. Copies of any subcontractor or manufacturer warranties for items identified in the Work specification at the time this Agreement is executed will be made available for Owner's review upon request during performance of the Work and copy of each may be given to Owner in exchange for Final Payment. It is understood that the furnishing of manufacture warranties at the signing of this agreement is not realistic due to the fact that no materials have been purchased for this project to date.

9. **Building Site Conditions:** If abnormal building site conditions are encountered in conjunction with the foundation or installation of sewer and water laterals, owner agrees to pay the cost of any additional work and/or materials required to remedy such condition. As required by site conditions, owner also agrees to pay for removal of trees, providing fill or cutting to grade, frost breaking, water pumping, excavation cave-in corrections, snow removal and the cost of rectifying any other unusual conditions. Millard Construction Services LLC shall be reimbursed for any excess ground removed from the property or transported to the property other than truck load amounts, if any as specified above. In addition MCS is not responsible for restoring sites to pre-existing condition - i.e. replacement of topsoil or landscaping including grass, shrubs, trees or any other plantings which were damaged as a result of or arising out of the work contracted for above.

The cost of pumping water due to rain, springs or other reasons shall be borne by the owner. Owner agrees to pay Millard Construction Services all charges for additional work and materials which may be required due to weather conditions such as but not limited to, service trips to and from site, rental of equipment including HVAC equipment, haying footings and

foundation, frost breaking and snow plowing. It is the owners responsibility to provided safe access to the job site including timely plowing of snow.

10. **Disputes.** Disputes relating in any way to this Agreement shall be settled by arbitration conducted by the Construction Arbitration Board (CAB) of the Metropolitan Builders Association in accordance with all rules and procedures adopted by the CAB. Milwaukee NARI is also a suitable arbitrator. The decision of the arbitrators shall be final and binding with respect to all matters submitted to arbitration and shall be enforceable in accordance with the provisions of the Wisconsin Arbitration Act. The filing of a lien shall not be considered a waiver by the Contractor of its right to arbitration.

In the event that either party requests, in writing, that a dispute be resolved by mediation, the other party to this contract must proceed to mediate the dispute prior to arbitration. In the event mediation is requested, the mediation shall be conducted by the Mediation Service of the Metropolitan Builders Association or The Milwaukee National Association of Remodelers Industry (N.A.R.I.). Disputes that are subject to mandatory mediation include contractual disputes and disputes directly relating to the construction or to the supplying of services and/or materials for the construction. The parties agree, in the event the dispute proceeds to mediation, that they will make a good faith effort to resolve their dispute through the mediation process and that they will abide by the MBA Mediation Service policies and procedures. Proceeding to mediation does not waive or affect the obligation of the parties to resolve their dispute by arbitration in the event mediation is not successful.

11. **Termination.** Owner has the right to unilaterally cancel performance of this Agreement by notifying MCS within three (3) business days after executing this Agreement providing this agreement was signed at the owners residence. In the event this agreement was executed at Millard Construction Services LLC office or place of business, the 3 day right to cancel is null and void.

If the Owner (Signee/s) terminates the Agreement at any time after the three day period required by Wisconsin State Laws, Millard Construction Services LLC will be entitled to retain the portion of payments made to purchase materials and/or labor costs and overhead needed to put together the construction agreement up to the point of breach of contract. Monies collected that have not yet been used to purchase materials or supplied labor will be returned to the named property owner where the work would have taken place. Payments made before the date of notice of termination, compensation for all other portions of the Work properly performed but not then invoiced, plus 20% of the total Agreement Price for MCS's overhead costs.

12. **Customer Referral.** Unless otherwise requested in writing, your name, approximate total project cost, address, and phone numbers will be added to our referral list. This list is given to potential MCS Customers who request a certified list of previous projects completed.

13. **Identification/Promotion.** Owner agrees to allow Millard Construction Services LLC to prominently display a professional quality construction sign at the project site and shall make reasonable efforts to prevent it's damage or theft. Owner agrees to allow Contractor or a representative to photograph completed project and use such photographs in promotional materials, competition programs, and/or publications without restrictions or compensation to the Owner. Other additional promotional outlets via social media will be used; such as Facebook, Instagram and Pinterest & UTube. All such photographs are the property of the Contractor. It shall be the Owners option to allow use of their names in promotional materials and various media outlets.

14. **Entire Agreement.** This Agreement, including any attached sheets and the work identified in the plans and specifications, is the entire agreement between the Owner and MCS. Any other written or oral statements, warranties, sales literature or understandings made before execution of the Agreement is null and void, unless expressly stated in this Agreement. Owner warrants that the person executing this Agreement, and any subsequent Change Orders, has legal authority to do so to, including obligating the Owner to a marital purpose debt, if married. Owner acknowledges review and approval of the entire Agreement before execution. This Agreement is not assignable by Owner without MCS's reasonable consent.

15. **Allowances.** Where needed a credit is to be applied to our construction agreement by Bruch's excavating proposal will be issued for any unneeded stone outlined in Bruch's excavating proposal marked "Allowances" in addition to a 20% credit from MCS to be calculated off of the amount credited for said allowances. The stone allowance only pertains to the excavating portion of the work and not the Masons Richard Kempins hard bid. No other credits for allowances is stipulated in this agreement. Any other credits that may be given will reflect the actual bid amount and not in addition to Chad's 20% transparent cost for our construction agreement. All invoicing will be shared with the client upon request. Credits will be applied to final progress payment.

16. **Miscellaneous.** Any alteration or deviations from the described specifications which involve extra cost shall be paid for as an extra charge, over and above the estimate, in cash by the Owner or parties responsible for payment of the base Agreement. This Agreement does not cover hidden damages that are uncovered during the course of the job and any additional work required by local building inspectors.

Millard Construction Services LLC reserves the right to subcontract to a subcontractor of our choice, for any or All portions of the work described above.

Unless detailed in this document, no prior oral or written agreements are valid pertaining to the customer and/or customers project, referenced on the cover page of this document and/or in the balance of this agreement.

17. **Environmental Hazards.** Contractor is not responsible for any environmental hazards. The Owner shall be solely responsible for all risk, shall indemnify and hold Contractor harmless and free of liability, and shall bear the costs of any removal or correction of environmental hazards. The Owner acknowledges that it has received the United States Environmental Protection Agency pamphlet, "Protect Your Family From Lead In Your Home," and has signed the attached Lead Pamphlet Receipt Acknowledgment Form.

18. **Air Quality.**

- **WARNING:** Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi or bacteria ("Microorganisms"), occur naturally in the environment and may be present, during or after construction, in the indoor air and/or on the interior surfaces of the Building including, without limitation to, wall cavities, attics, windows, basements, and/or on the exterior surfaces of the Building, or any part thereof. Concentration of moisture in the Building may result from cooking, showering, or similar activities inside the Building, the outside atmosphere, and/or the design, construction means and methods, and/or the building materials used in the construction of the Building. This moisture may cause the growth, release, discharge, dispersal, or presence of Microorganisms which, at certain levels, can cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems and/or allergic reactions. Likewise, concentrations of radon released from soil or chemicals released from household furnishings, appliances, mechanical equipment, personal possessions, or building materials may at certain levels, created health hazards and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems and allergic reactions. Because Microorganisms and radon occur naturally in the environment, Contractor cannot eliminate the possibility that radon may be present or that Microorganisms may grow in, on, or about the building. Owner may minimize these effects by proper utilization and maintenance of heating, cooling, dehumidification, or ventilation equipment, interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking. OWNER ACKNOWLEDGES THAT OWNER HAS BEEN INFORMED OF SUCH EFFECTS AND OWNER ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, OR DESTRUCTION OF OR INJURY TO PROPERTY THAT MAY ARISE AS A RESULT OF OR IN ANY WAY CONNECTED WITH THE INDOOR AIR QUALITY OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICALS IN, ON OR ABOUT THE BUILDING.
- **NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN THE CONTRACT, ECEPT FOR CLAIMS DUE TO CONTRACTOR NEGILGENCE. ALL WORK WILL BE DONE TO ACCORDING TO ATCP 10 CONSTRUCTION STANDARDS. OWNER FULLY, FINALLY, AND FOREVER RELEASES AND DISCHARGES, AND FURTHER AGREES TO INDEMNIFY AND DEFEND, CONTRACTOR, ITS SUCCESSORS AND ASSIGNS, SUBCONTRACTORS, MATERIAL SUPPLIERS AND THE OFFICERS, EMPLOYEES, AGENTS OF EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND EXPERT FEES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT OWNER OR ANY OCCUPANT OF THE BUILDING HAD, HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY (THE "CLAIM") THAT ARE ATTRIBUTABLE TO (1) BODILY INJURY, SICKNESS, EMOTIONAL DISTRESS, DISEASE, DEATH, OR ANY OTHER PERSONAL INJURY OR ADVERSE HEALTH EFFECTS, OR (2) INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL PROPERTY, INCLUDING LOSS OF USE THEREOF, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH, INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL, OR PRESENCE OF ANY MICROORGANISMS, RADON, OR ANY CHEMICAL OR TOXIN SECRETED THERE FROM, IN THE INDOOR AIR, ON THE INTERIOR SURFACES OF THE BUILDING INCLUDING, WITHOUT LIMITATION TO, WALL CAVITIES, THE**

ATTIC, WINDOWS, AND THE BASEMENT, OR ON THE EXTERIOR SURFACES OF THE BUILDING, OR ON ANY PART THEREOF, WHETHER OR NOT THE CLAIM IS CAUSED BY, IN WHOLE OR IN PART, CONTRACTOR'S BREACH OF THE CONTRACT OR ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS OR MATERIAL SUPPLIERS, IN THEIR PERFORMANCE UNDER THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S OR ITS SUBCONTRACTORS' OR MATERIAL SUPPLIERS', CONSTRUCTION MEANS AND METHODS, MATERIAL SELECTION AND INSTALLATION, AND/OR DESIGN SERVICES, IF ANY. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION MEANS AND METHODS WITH REGARD TO INDOOR AIR QUALITY OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICALS INCLUDING, WITHOUT LIMITATION TO, ANY CHEMICAL OR TOXIN SECRETED THERE FROM IN, ON OR ABOUT THE BUILDING.

19. **Notice of Construction Defects and Contractor's Right to Repair.** Contractor warrants that the building will be constructed in a good and workmanlike manner and within the standards of the industry as set forth in the Construction Industry Quality Standards compiled by the Metropolitan Builders Association. In the event of an alleged construction or design defect arising out of or relating to the Contract, including, but not limited to, breach of warranty, incomplete work, or any other condition of the building (the "Defect"), Owner shall notify Contractor through written notice, via certified or registered mail, return receipt requested, of any such Defect regardless of the cause or source, within seven (7) days of Owner's discovery of the Defect. Owner shall promptly thereafter provide Contractor with reasonable access to the building for the purpose of investigating, testing and examining the Defect. If the Defect is reasonably determined to be a matter for which the Contractor is responsible under the Contract, then Contractor shall be given reasonable access to the building and a reasonable amount of time to, at Contractor's sole option, replace or repair the Defect. The replacement or repair of the Defect shall be Owner's sole and exclusive remedy for a Defect. Owner waives any and all incidental and consequential damages arising out of or relating to a Defect. Any corrections or repairs undertaken by Contractor shall be in compliance with the industry standards referenced above.

Owner's commencement of litigation or arbitration against Contractor for a Defect before the notice required above is given, before Contractor has been given an opportunity to investigate, test, and examine the Defect, and before Contractor has been given an opportunity to cure a Defect, shall be deemed a waiver of any and all claims Owner may have had against Contractor for such Defect.

Notwithstanding anything to the contrary in the Contract, Contractor shall not be obligated to replace or repair any Defect or pay for the replacement or repair of the same if such Defect is caused, in whole or part by: 1. Owners improper or insufficient maintenance of the building or improper or insufficient maintenance or operation of any of the building's systems; 2. Natural occurrences beyond Contractor's control; 3. An act or omission of Owner or any third parties not under Contractor's control, including, but not limited to, work performed by the Owner or by Owner's subcontractors; or 4. Normal wear and tear and normal usage.

20. **Acceptance.** In executing this Agreement, Owner(s) represents that Owner(s) has the necessary financial resources to fulfill its obligations under this Agreement, and has the legal authority to execute this Agreement. If Owner(s) is married, the spouse(s) signing this Agreement acknowledges that the Agreement is a marital purpose obligation.
21. **Covid-19:** We are currently in a Global pandemic and it is noted that all reasonable care will be taken to avoid transmittance of this disease. However scary, it is our reality and remains a risk. **Mask Wearing:** Masks inhibit the breathing of my workers and should be used at our discretion. MCS will do whatever it takes to procure building products and services associated with the project described above as some potential building materials or services may have longer lead times than normal. MCS and its Subcontractors are considered to be an essential company and will remain open if stay in place orders are issued. Please anticipate further delays if this order is issued.
22. **Civil Unrest:** It is noted that in the event protests occur this can lead to shipping and transportation delays.

APPROVED BY CONTRACTOR:

By: Chad M. Millard

Date: 6/7/2021

ACCEPTED BY OWNER(s):

Signed: _____ Date: _____

Printed Full Legal Name: _____

Signed: _____ Date: _____

Printed Full Legal Name: _____

CONTRACTOR / RENOVATOR

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Occupant/Owner:

Property Address:

Renovator/Contractor: Millard Construction Services LLC 3116 15th Ave. South Milwaukee, WI. 53172

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before beginning renovation activities in a residential dwelling, the renovator shall provide owner/occupant with a federally approved pamphlet on lead poisoning prevention.

Acknowledgement

I certify that I have received a copy of the pamphlet, *Protect Your Family From Lead in Your Home*, informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work started.

Signature: _____ Date: _____ Time: _____
OCCUPANT/OWNER

Print Name: _____

Certification of Attempted Delivery (Refusal to Sign)

I certify that I have made a good faith effort to deliver the pamphlet, *Protect Your Family From Lead in Your Home*, to the unit listed above and that the occupant refused to sign the acknowledgement. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door.

Person(s) Attempting Delivery:

Signature: Chad Michael Millard Date: 6/7/2021 Time: 11:5 AM
Print Name: Chad Michael Millard
Signature: _____ Date: _____ Time: _____
Print Name: _____

Certification of Mailing

I certify that at least 7 days prior to the start of the renovation, a copy of the pamphlet, *Protect Your Family From Lead in Your Home*, was mailed to the unit listed above.

Signature: _____ Date: _____ Time: _____
Print Name: _____

**NOT VALID IF AGREEMENT IS SIGNED AT
Millard Construction Services LLC PLACE OF BUSINESS**

**Millard Construction Services LLC
CUSTOMER'S RIGHT TO CANCEL**

You may cancel the attached Agreement by mailing a written notice to:

Millard Construction Services LLC
3116 15th Ave.
South Milwaukee, WI. 53172

Before midnight of the third business day after you've signed the Agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address below.

___ Owner hereby cancels the Agreement, dated _____

Date: _____

Name: _____

Address: _____

Signature: _____

Schuttenhelm Customs LLC

2414 N BROWNS LAKE DR

(second address line if needed)

Burlington WI, 53105

(262)374-0929

VEHICLE WORK ORDER

Client Name	Benjamin Richie		Order Number	
Client Phone			Received By	
Order Date		Date Promised		Date Delivered

VIN		Vehicle Make/Model	1972 town and country wagon
Odometer Reading	n/a	State Registered	wi
License Number		Motor Number	

Lubricate		Change Oil		Transmission	
Battery		Flat Repair		Wash or Polish	
DIFF		Wipers		Paint	

Service and Labor Description	Hours	Rate	Amount
R&I luggage rack	3	60	\$180
repair RF fender panel	4	60	\$240
repair roof panel	25	60	\$1,500
repair fiberglass rear air foil	3	60	\$180

[illegible]

		Labor Total	\$5,430

Part Number	Name or Description	Quantity	\$/Unit	Amount
	luggage rack used	1	350	\$350
	LR door glass used	1	200	\$200
	antenna mast used	1	50	\$50
	ppg k38 with k201	1	500	\$500
	dp 90 with 2 dp402	1	500	\$500
	blue basecoat dbc	1	600	\$600
	clear coat 4,0 select	1	150	\$150

Work Order Con	
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Authorized By:	
Authorized Sign	
Date of Authoriz	DD-MM-YYYY

labor	\$5,430
materials	\$2,750
tax	5.50%
Other	
Total	\$8,630





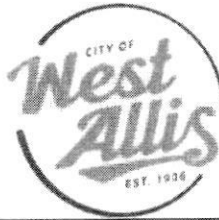












NOTICE OF VIOLATIONS

May 27, 2021

To: Benjamin Riche
6604 W Revere Pl
West Allis, WI 53219

Property: 6604-06 W REVERE PL
Inspected on: May 27, 2021

To the Above:

As part of the Exterior Property Maintenance Inspection Program, this property was recently inspected for conformance to the City of West Allis Revised Municipal Code, Section 13.28, Property Maintenance Code. City Records indicate you are the owner of this property.

The following code deficiencies were observed during the inspection. The deficiencies listed below are prohibited by City Ordinance and are considered a blighting influence on the neighborhood. These issues require your prompt attention.

The violations that were found on the above referenced property are as follows:

Number	Description	Compliance Date
VL0001	Property Maintenance/Building Surfaces - Maintain (Garage) 13.28(9)(e)1: Exterior building surfaces of garages and other accessory buildings (e.g., roof, chimneys, walls, foundations, overhangs, etc.) shall be maintained in good repair so as to prevent deterioration and preserve the visual aesthetic character of the neighborhood. -- Garage soffits, eaves and fascia in disrepair	6/26/2021

You are hereby notified to correct the listed code deficiencies by the above stated Compliance Date at which time the property will be re-inspected for compliance.

Extension

A reasonable extension of time to comply may be allowed upon your written request, e-mail is preferred. Include in your request the property that has been inspected, your phone number, your mailing address, and an anticipated completion date by which you are able to correct the violations listed. All of these items are needed for an extension to be considered.

Loan Availability

The Department of Development, Housing Division, has multiple low interest and deferred payment loans available to residential property owners. Please contact the Housing Division at (414)302-8430 for further information and to see if you qualify. If you are pursuing a loan please contact the Inspector for an extension.

Thank you in advance for your cooperation in resolving this matter. You may contact me at the e-mail or phone number listed below if you have any questions regarding this communication, the Inspection Program, the appeal process, or any other related issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Weisnicht', written over the word 'Sincerely,'.

Mike Weisnicht
Building Inspection and Neighborhood Services
414-302-8422
mjweisnicht@westalliswi.gov