

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Virginia Paszek

Date: 12-18-18

In-person

Process Server

Claimant

Other \_\_\_\_\_

By mail

By email

By fax

Received by: Ann Marie Neff

➤ 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

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.

RECEIVED

DEC 18 2018

CITY OF WEST ALLIS  
CITY CLERK

NOTICE OF CLAIM

Name: Virginia D Paszek Incident/Accident Information  
Address: 7126 W Lincoln Ave Date: Dec 5, 2018  
West Allis, WI 53219 Time: 7:30 a.m. ?  
Phone: 414 541-2521 Place: alley - 7126 W Lincoln Ave

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.

The men collecting the recyclables pushed the cart into the siding on the garage and left a hole in the siding. I went to return the cart into the garage after they left and saw the damage to the siding. The person I called at the office came and checked it and also took pictures of it. I don't have a camera.

Signed: Virginia D. Paszek Date: 12/5/18

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: \$ 500.00 (Please attach an itemized statement of damages sought including at least 2 estimates for repairs.)

Signed: Virginia D. Paszek Date: 12/17/2018  
Address: 7126 W Lincoln Ave  
West Allis, WI 53219

7126 West Lincoln Ave  
Damaged Siding from Recycle Cart





**Customer Info:**

Job #: N/A  
 Paszek, Virginia  
 7126 West Lincoln Avenue,  
 West Allis, WI, 53219  
 (414) 541-2521  
 (414) 248-0486

**Milwaukee**

Ridge Top Exteriors 6700 West Lincoln Ave  
 West Allis, WI 53219  
 Phone: (414) 291-7663  
 Fax: (414) 897-0416  
**Company Representative:**  
 Paul Enea  
 (414) 520-9520  
 penea@ridgetopexteriors.com

**Garage siding repair**

Description	Total
Remove existing piece of broken siding on garage, front elevation, right side. Install new piece of siding - Double 5", Dutch Lap, White. Minimum repair charge applied.	\$500.00

**Garage siding repair total: \$500.00**

Total for all sections: \$500.00

**Total: \$500.00**

*\*Important: Contractor is not responsible for any damage to curbs, sidewalk, or driveways caused by the weight of delivery vehicles, equipment, or trailers. \**

**Any pre-existing damaged decking will be replaced at homeowners expense at \$55.00 per sheet of OSB or \$5.00 per lineal foot of "roof board".**

A down payment of \$ 0 shall be due upon execution of this contract and the balance shall be due upon completion. Customer shall have the right to receive lien waivers in writing from all contractors, subcontractors and material suppliers at the time final payment is made. The Contract price is good until 12/31/18. The Company shall commence work within 30 working days, or on a start date mutually agreed upon by the Company and Customer. Completion shall occur on or before 1 working days thereafter, subject to the Terms and Conditions of this Agreement. Notwithstanding the foregoing, the Company in no event shall commence work until all required permits have been issued.

THE TERMS AND CONDITIONS BELOW ARE INCORPORATED HEREIN BY REFERENCE.

BY SIGNING BELOW, THE PARTIES ARE APPROVING AND ACCEPTING THE TERMS AND CONDITIONS.

**Customer's Duties.** Customer shall: (a) provide the Company unobstructed access to the project location and site and shall keep persons and pets away from the work area; (b) provide necessary utility connections to enable Company to perform the work; (c) remove, protect and reinstall Customer's personal property including, but not limited to, all satellite dishes; and (d) secure storage for Company's materials and equipment necessary to complete the work. Customer agrees that the direction and supervision of the work by any subcontractor rests exclusively with the Company and Customer agrees not to issue any instructions to, or otherwise interfere with, Company's direction and supervision of the work. If the work is delayed or suspended at Customer's request, Customer agrees to pay any increase in the cost of labor or materials occurring during the delay. Customer warrants and represents that it is the owner of the real estate upon which services will be rendered.

*\*Construction Materials.* \*All materials and work shall be furnished in a workman-like manner in accordance with the generally accepted practices in the Milwaukee County, Wisconsin metropolitan area and the manufacturer's recommendations. Any and all left over material is property of the Company.

**Delay.** Work shall be completed within the number of working days indicated in this Contract, unless delay occurs due to a work stoppage by any public authority or the Customer, adverse weather conditions, labor disputes, changes by Customer or government authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, or other causes outside of Company's control, Customer's failure to make payment as required by this Contract, or any other cause beyond the Company's sole control. Any such delay shall extend the time of performance Or, at the Company's option, terminate this Contract if the cause of the delay cannot be resolved within fourteen (14) days.

**Changes.** Changes to the scope of work of this Contract will be made only upon execution of a written Change Order.

**Warranty.** Company warrants that its work performed under this Contract will be free from defects for seven (7) years from the date of completion. This coverage relates only to the following; complete roofing installations, complete siding installations and window installation. Commercial properties and membrane roofing shall be covered for a period of three (3) years unless otherwise provided for. Repairs shall have a warranty of one (1) year unless otherwise indicated on this contract. **This warranty is Customer's exclusive remedy against Company, is conditioned upon Customer's payment of all amounts due to Company, and ends upon any conveyance of the property by the Customer.** This warranty does not cover, and Company has no responsibility for: (a) items covered under any subcontractors' or manufacturers' warranties provided to Customer; (b) items not installed by Company or its subcontractors; (c) ordinary usage and normal wear and tear, normal deterioration, or failure by Customer to properly maintain the work; (d) shrinkage or cracking of wood due to natural tendencies of wood to shrink and crack; (e) damage by exposure to weather conditions, including expansion or contraction of natural building materials; (f) materials purchased by Customer; or (g) consequential damages of any kind. **All implied warranties, including fitness and habitability are waived.** Company shall perform warranty repairs or replacements, at its option, within sixty (60) days after notice from Customer during the warranty period. This Warranty is transferable to the next owner of the property.

**Extras.** All additional costs incurred by the Company for any of the following shall not be included in the cost of work and Customer shall pay these costs in addition to the cost of work: costs attributable to (1) any public body, inspector, architectural control committee unless the result of Contractor's negligence; or (2) undisclosed site conditions, including but not limited to, any defect or abnormality in existing improvements, lead paint or asbestos, or (3) any other unusual conditions.

*\*Insurance.* \*Customer shall maintain property and casualty insurance and general liability insurance covering the work location.

**Insurance Proceeds.** Customer agrees to assign to Company all rights Customer has in any casualty or homeowner's insurance policy proceeds, including those identified in this Contract, to be applied to the Contract Price.

**Cancellation of Contract.** This Contract may be cancelled unilaterally by the Customer by notifying the Company in writing within three (3) calendar days after signing this Contract. In the event of cancellation of this Contract by the Customer thereafter, the Company shall receive compensation from the Customer for all costs of labor and materials and all other expenses incurred to that date plus the Company's anticipated profit under this Contract. Customer acknowledges receipt of two (2) copies of "Customer's Right to Cancel."

**Miscellaneous.** If payment is not received as required herein, Customer agrees to pay a late payment charge of 1.5% per month on the outstanding balance, which is an annual rate 18%. Customer agrees to pay all costs

incurred in the collection of any amounts owed, including Company's attorneys' fees, court costs, and expert witness fees. Customer further agrees to hold harmless and indemnify Company from all claims, demands, liabilities, lost profits, losses and damages, including reasonable attorneys' fees, arising out of or related to any act or omission of Customer in connection with this Contract or incurred by Company in connection with enforcing any of its terms. This Contract represents the entire Contract between the parties. This Contract is not assignable by either party without the other party's written consent. Any legal proceedings concerning this Contract shall be commenced in Dane County Circuit Court.

Yes  No Use on referral list

Yes  No Use photos on website

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

This estimate was last edited by Paul Enea ((414) 520-9520, penea@ridgetopexteriors.com) on December 14, 2018. The estimate may be withdrawn if not accepted within \_\_\_\_\_ days.



# A Custom To, LLC

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

## Proposal

Customer	Virgina Paszek	Date	12-17-18
Address	7126 W. Lincoln Ave.	Roof	No
City/ST	West Allis, WI. 53219	Gutters	No
Phone	414-541-2521	Other	Garage Siding Repair
Fax	N/A	Section	Front West End of Garage
Attention	No Email	Inspector	Keith

### Scope of Work:

#### Siding Repair on Garage:

- Replace damaged piece of siding on front west side of garage.
- **Vinyl Double 5" Dutch Lap Siding is a special ordered siding and has to be ordered in full box quantities.**

**\$415.00**

### 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:

1. This Proposal may be withdrawn by us if not accepted within 30 days.
2. All disputes hereunder shall be resolved by binding arbitration with the BBB in accordance with rules of the American Arbitration Association.
3. 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.
4. 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.
5. Signee agrees with and acknowledges that we ACT LLC reserve the right to place any



# A Custom To, LLC

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

## Proposal

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.

### 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. 83<sup>rd</sup> St., West Allis WI. 53214.

Print Name: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

Title: \_\_\_\_\_



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**CUSTOM WORK FOR QUALITY MINDED PEOPLE  
AT AFFORDABLE PRICES**