

May 16th, 2011

CITY OF MILWAUKEE

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2011 MAY 19 AM 8:28

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To Whom it may concern,

RONALD D. LEONHARDT
RONALD D. LEONHARDT

On March 4th at approximately 11:45 AM, Kim Schoof, received a call from my tenant Natalie Rifelj. In this call she stated that "she left the house between 7:30-8am to take her kids to school, and then went to run errands." When she arrived home between 11:30 -11:45 AM she smelled sewage. When she looked in the basement she saw that there was sewage backing up in the basement approximately half way up the first step. She immediately contacted us. With my permission she called Roto-Rooter, while my husband, John Schoof contacted the City of Milwaukee Public Works Department. I immediately went out to the residence of 6200 W. Manitoba St. Milwaukee, WI 53219.

Upon arriving to the residence, I saw that the plumber(Roto-Rooter) was already there. He stated that he ran a snake through and checked our plumbing from the house to the city main, and that the City Main was high and all man holes on the block were full. Please see attached receipt for \$185.00

Within a half hour of arriving to 6200 W. Manitoba St. the city workers arrived. Mark Schneider from the city assessed the situation and stated that the "City Main was clogged and backed up from S.61st and Bennett to S.63rd and W. Manitoba". He stated he called the Auger truck and that it should arrive shortly. Mark Schneider did assess the basement. The finished basement now had a good 4 -6inches of city sewage in it. The truck arrived approximately one half hour later. It took them about 20-30minutes to unclog the city main. Once unclogged, the sewage in the basement quickly drained thru the floor drain.

At this time I immediately started calling for someone to start cleaning the basement now contaminated with sewage. Custom Craft Environmental at 11200 W. Cleveland Ave Suite E-7 Milwaukee, WI (262-305-7221) arrived and started the clean up by 6PM that evening. They worked until 4-5am the following AM on the 5th of March. Please see the itemized receipt for \$6,000.00. They removed all equipment on the 8th of March.

OFFICE OF THE CITY CLERK
CITY OF MILWAUKEE
2011 MAY 19 PM 1:40
CITY OF MILWAUKEE
RECEIVED

We, (John and Kim Schoof) are now looking to restore the basement to the original finished state prior to the sewage back-up. We are now submitting a proposal from Paradise Builder(Brian Kerkman 262-574-1166 ext 116) for the sum of \$8224.63. Please see the attached proposal.

We looking to be reimbursed for the clean up totaling \$6185.00 and the restoration of \$8224.63. For a grand total of \$14,409.63. (Assuming all goes well in the restoration).

We hope to get this matter settled promptly, so our tenant can once again utilize the living space in the basement. Please feel free to contact John and Kin Schoof at 262-682-4180(Home) ,John 414-397-6728 (cell) or Kim 414-213-7921(cell). We look forward to hearing from you soon, so we can progress in this matter

Sincerely,
John and Kim Schoof

John Schoof
Kim Schoof

RONALD D. LEONHARDT
CITY CLERK
2011 MAY 19 AM 8:28
CITY OF MILWAUKEE



Paradise Builders, LLC
 S30 W24698 Unit B Sunset Drive
 Waukesha, WI. 53189
 Office: 262-574-1166
 FAX: 262-522-3576
www.ParadiseBuilders.biz



Paradise Builders

To who in may concern,

Paradise Builders is renovating the basement of the property at 6200 W. Manitoba St. in Milwaukee due to the sewer backing up from a clogged sewer pipe on or about March 4th. Custom Craft Environmental was called in to mitigate the sewer backup and in doing so they removed the base molding, shoe molding, door casing, and 6-8 inches of the affected drywall. The flooding was described as a Category 3 loss as defined by the Institute of Inspection Cleaning and Restoration Certification.

Category 3 water is grossly contaminated and can contain pathogenic, toxigenic or other harmful agents. Examples of Category 3 water can include, but are not limited to: sewage; toilet backflows that originate from beyond the toilet trap regardless of visible content or color; all forms of flooding from seawater; ground surface water and rising water from rivers or streams, etc. In the IICRC S500 manual which relates to water loss, any materials coming in direct contact with a Category 3 water loss cannot be saved but must be disposed of as soon as possible to prevent any further contamination of previously uncontaminated areas.

To properly return the basement of the residence to a habitable state, Paradise Builders and its subcontractors will be:

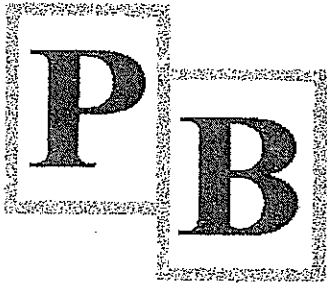
- Removing and Replacing 1 foot of drywall and insulation from the floor up
- Replacing all base and shoe molding in the affected areas
- Replacing all door casing in the affected areas
- Replacing all carpet and linoleum in the affected areas
- Replacing the water heater as the interior insulation of the water heater became saturated with the Category 3 water
- Reinstalling the wainscoting in chair rail which did not come into contact during the water loss.

If you have any questions as to the scope of work please feel free to contact me directly.

Brian Kerkman – Water Restoration Technician
 S60 W24698 Sunset Drive, Waukesha, WI 53189
 262-5574-1166 ext.116 Brian@ParadiseBuilders.biz



www.paradisebuilders.biz



Paradise Builders



Member Wisconsin



Paradise Builders, LLC
S30 W24698B Sunset Drive
Waukesha, WI 53189
Office: 262-574-1166
FAX: 262-522-3576

Paradise Builders Proposal

JOB NO.	
Quote Defined For: Kim Schoof	Date: 4/5/11
Mailing Address: W186 S9642 Parker Dr. Muskego, WI 53150 Email Address: Schoof5@hotmail.com	Phone: 414-213-7921

General notes:

** Paradise Builders recognizes that there will be details that need to be specified along the way; this will be accomplished through change orders. In an effort to further reduce communication errors, all modifications must be initialed by the customer in order for the transaction/change to take place.

** If there is a blueprint that is associated with this quote, all of the notes in the blueprint must agree with the verbiage in this document. The total contract with the customer consists of this document and all signed prints that the customer and a representative of Paradise Builders sign. If, during the communication process there are discrepancies between one signed document and another, and neither an officiate of Paradise Builders nor the customer address it prior to signing, Paradise Builders retains the right to handle the matter as Paradise Builders deems proper and appropriate. Please review all documents thoroughly to insure that your expectations are written in this proposal and are in agreement with any other documents provided to or by Paradise Builders. Please understand that not everything that is noted on the blueprints is included in the proposal unless specifically noted as: "in accordance with the signed print provided".

** All construction details are noted below.

** Please circle the options that you would like to move forward with. If there are any questions please give us a call.

Yes. I would like permits to be pulled on my project. Note: Permits may not be required for your

Description	Allowances	Totals
<p>Site Preparation:</p> <ol style="list-style-type: none"> Owner will relocate any plants or bushes that they would like to save. Please note that Paradise Builders is not responsible for vegetation that is compromised/damaged as a result of the project unless it is specifically noted in this contract. Please ask an agent of PB if you have any questions and we will work together. Thank you for your cooperation and understanding. The home owner is responsible for removing personal content from the walls and all other areas that may be affected by the project. Paradise Builders is not responsible for personal content that is damaged. For Example, A. If a picture or "knick knacks" fall off of shelves as a result of pounding and vibration PB is not responsible B. If a roof is being replaced and a car or personal content is in the garage or attic is damaged or is soiled by falling debris PB is not responsible. Please ask an agent of PB if you have any questions and we will work together. Thank you for your cooperation and understanding. As the property owner, please be sure that the work site is cleared of personal content/debris. Paradise Builders is not responsible for content manipulation on the job site. If content needs to be moved or jobsite is cluttered with debris to the point of inhibiting the flow of the job PB will accomplish the necessary manipulation on a time and material basis which will be detailed in a change order. Please ask an agent of PB if you have any questions and we will work together. Thank you for your cooperation and understanding. 		
<p>Demolition:</p> <ol style="list-style-type: none"> Paradise Builders will remove required drywall, insulation, and any other materials needed to make repairs to the residence that was damaged from the sewer flooding the basement. 		198.10
<p>Insulation/Ventilation:</p> <ol style="list-style-type: none"> Supply and install 3 ½" x 16 (R-11) fiberglass batts with vapor barrier on all existing exterior framed walls. 		106.68
<p>Plumbing:</p> <ol style="list-style-type: none"> Paradise Builders will remove and reset the toilet and sink in the bathroom in order to properly install the new vinyl flooring 		50.00
<ol style="list-style-type: none"> Paradise Builders will remove the 40 gallon hot water heater that was damaged when the sewer backed up and install a new 40 gallon hot water heater. 		901.76
<p>Drywall:</p> <ol style="list-style-type: none"> Patch in drywall as needed to repair areas that were damaged due to flooding. Drywall will be screwed, taped, sanded smooth and will be sprayed with sand texture finish mixed with primer. 		468.30

<p>Interior Wood Trim:</p> <ol style="list-style-type: none"> 1. Door casing to same style and finish as was removed. 2. Baseboards are to be same style and finish as was removed <p>Color of the trim will be: _____</p>		459.14
<p>Cabinets and Counters:</p> <ol style="list-style-type: none"> 1. Paradise Builders will remove and reinstall the existing cabinet the laundry area in order to remove and repair the drywall behind the cabinet. <p>Note: If the cabinet layout changes it will impact the price of the cabinets/material as well as the labor that may be associated with the changes. Thank you for your understanding ☺</p>		45.00
<p>Flooring:</p> <ol style="list-style-type: none"> 1. Paradise Builders will install carpeting with a padding underlayment in the Living area where the carpeting was damaged and removed. <p>Color/Style of the flooring: _____</p>		1104.00
<ol style="list-style-type: none"> 2. Paradise Builders will install vinyl flooring in the bathroom and laundry areas. We will also remove any remaining adhesive from previous flooring. <p>Color/Style of the flooring: _____</p> <ol style="list-style-type: none"> 3. Paradise Builders will cut the bottom of the jams if necessary in order to install the flooring under the jams. PB will also reinstall the existing shoe mold around the perimeter of the floor adjacent the baseboard. Note: If your project is a remodel, please note that flooring height may be slightly higher/lower than the level of the adjoining rooms existing flooring. This is due to the variation of materials used in different types of flooring. Thank you for your understanding ☺ 		1755.60
<p>Paint, Stain and Varnish:</p> <ol style="list-style-type: none"> 1. The homeowner will approve of a paint color similar in tone as the existing walls to be painted. Due to color blending both the laundry room and bathroom will be entirely re-primed and painted in order to avoid contrasting colors in the rooms. 2. Paradise Builders has not included any interior staining in this proposal. 		1495.95
<p>Disposal:</p> <ol style="list-style-type: none"> 1. Paradise Builders will remove material offsite in order to dispose. 		
<p>Labor:</p> <ol style="list-style-type: none"> 1. Labor includes time to perform all tasks related to restoring the property to pre-loss condition. Labor also includes all on site and office hours in relation to estimating and scheduling of the project 		1626.24

Voice of the customer:

During the process of your project what are some of your highest priorities and expectations that you would like to be fulfilled. For example: It's very important for us to have this project completed by X date because of X reasons..... I expect to be communicated too at least X times per week.

1. Communication: _____

2. Time frames: _____

3. Cleanliness/Site Conditions: _____

4. Problem Resolution: _____

5. Product Failure/Warranty Issues: _____

6. Miscellaneous: _____

7. Miscellaneous: _____

8. Miscellaneous: _____

9. Miscellaneous: _____

Communication cultures relationships and in that mind, the following details refer to standards that may or may not apply to every situation. However they are noted for clarification when applicable. Thank you for your understanding ☺

*Any other variables that should be discovered during the construction of the project will be discussed with the owner before continuing any work. Paradise Builders' hourly rate is \$58.00 per hour. All workmanship is warranted for five (5) years. This warranty does not cover, and contractor has no responsibility for any, (a) manufacturers warranties conveyed to owner as part of work, (b) items not installed or repaired by contractor or its subcontractors, (c) ordinary usage or failure by owner to properly maintain the work, (d) damage by exposure to weather conditions, including expansion or contraction of natural building materials, (e) concrete cracking due to shrinkage, and/or (f) incidental or consequential damages of any kind. All warranties that apply to installed products will be provided to the customer. Although every effort will be taken by Paradise Builders to ensure a clean work site and protection of property, we are not responsible for any existing damage to the existing structure or land adjacent the work site.

*Customer is responsible for any permits that may be required unless otherwise noted.

*Paradise Builders will remove all debris from the job site (dumpster if necessary) and every effort will be taken to ensure that the job site will stay relatively clean on the weekends in an effort to make the remodeling as little an inconvenience as possible.

*Note: Debris refers to garbage produced as a result of the project, it does not refer to sub-soils, dirt or any other natural material that may be excavated, unless specifically noted in the contract. All material will remain on site in location of the project or in location local to the project that best suits proficiency for the construction process.

*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 guaranteed. Any excess materials delivered to project site and not needed to complete work will remain the property of the contractor.

*The cost of labor is guaranteed for thirty (30) days after quote is received, however if the cost of material is increased by the suppliers before material is able to be ordered for a particular aspect of the job, Paradise Builders retains the right to pass along material cost increases.

*No verbal communication will be regarded as binding unless it is written down. Additionally, any changes to the contract will not be recognized unless it is submitted in written form to an officiate of Paradise Builders and it is signed by an officiate of Paradise Builders and the customer. (Change order sheets have been or will be supplied to our customers to write up comments and changes)

*All communication with any subcontractors must be communicated to an officiate of Paradise Builders and a signed change order must be produced in relationship to the changes of the subcontractors. Any costs associated with the subcontractors must be billed to Paradise Builders and is subject to management (10%) and overhead (10%) plus cost of changes.

** There may be a winter service charge applied to the cost of the foundation by our subcontractor if the work is being performed from December 1st through April 1st.

Thank you once again for your understanding ☺

Paradise Builders estimates to start your job on _____ and complete on _____. These dates are estimated to the best of our knowledge. These dates may be subject to change if there are unforeseen delays from sub-contractors, acts of God, or other variables that may arise during the scheduled time. If change orders are implemented they may impact the time to complete the job as well. The dates listed above must be initialed by both the customer and an agent of PB, the contract will be signed by both the customer and an agent of PB and the payment according to the schedule listed below will be received **before Paradise Builders will schedule the project** as noted in this proposal. In an effort to conform to these commitment dates we (PB) require our customer to have all selections made prior to the start of the project. We (PB) also request all changes to be made as far in advance as possible, this will provide for timely completion of the project.

At some point during the project, we (PB) humbly request referring us to 2 individuals that are interested in doing a project with Paradise Builders. **Please ask us why PB would include this in our proposals.

At the end of the
Job please
rate PB on how
we accomplished
your priorities

Sub total		\$6728.68
Total – Thank you for choosing Paradise Builders!		\$8224.63

I agree with the above terms and give permission to begin the job. A sum of \$200 shall be paid at signing of contract for scheduling; One-half of the total shall be paid prior to the start of the job, one-half of the total at the completion. All requests for payment during the construction process are due upon receipt of the invoice. Failure to pay invoices on time may result in delays on your job site. The final payment should be paid in accordance with the terms listed below. All other changes that result in additional cost will be paid prior to the work via change orders which will be signed by both customer and officiate of Paradise Builders.

Signature: _____

Date: _____
Customer

Signature: _____

Date: _____
Agent for Paradise Builders

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. If any payment is not received within 15 days of completion of the project, \$15.00 or 2% interest will be applied to remaining balance and will be accrued every 30 days there after unless there is written consent by Paradise Builders.

Disputes:

As being member of NARI, The BBB, and The MBA the contractor will perform all labor in strict accordance with the ordinances, rules, building codes and requirements of the city, town or village wherein the project is located. Owner & contractor agrees to meet and use good faith efforts to resolve any disputes between them.

All disputes not resolved at such a meeting arising out of this contract, contractor and its subcontractors' performance of the work and/or claims between contractor and owner relating in any way to project site other than lien claim foreclosure, shall be resolved by binding arbitration before NARI Home Improvement Council Ethics 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 of arbitration may be awarded by the board, at its sole discretion.

Termination:

Owner has the right to unilaterally cancel performance of this contract by notifying Re-modeler within three (3) business days after executing this contract. If Owner terminates the contract at any time afterward, the contractor will be entitled to retain all payments made before the date of notice of termination, compensation for all other portions of the work properly performed but not then invoiced and for re-modelers overhead costs.

NOTICE OF LIEN RIGHTS

As required by the Wisconsin Construction Lien Law, Builder hereby notifies Owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on Owner's land and building if not paid. Those entitled to lien rights in addition to the above referenced builder are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Owner may receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid. Paradise Builders will provide a lien waiver after receiving the final payment for the project.



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 S30 W24698 Sunset dr.
 Waukesha, WI. 53189
 Office: 262-574-1166
 FAX: 262-522-3576
www.ParadiseBuilders.biz

Paradise Builders..... Qualified Contractor

Is your contractor **Qualified**?

What are some of the **Right** questions to ask?

- Does your contractor “Sub Out” the work or are the men on your jobsite going to be Employed by the company that sells you the job?
- Can your contractor show you a Workman’s Compensation Policy for their employees?
- Does your contractor have a Wisconsin Department of Commerce Dwelling Contractor Certification license (State Licensing)?
- Is your contractor in good standing with NARI, MBA, or BBB and or other organizations?
- Is your contractor an Energy Star Building Ally?
- What Certifications does your contractor have when it comes to qualifying their work, such as Roofing, Siding or Water Remediation Certifications?
- Has your contractor provided Referrals from previous clients in order that you may speak with them and inquire about the contractor’s Quality Craftsmanship, Integrity and Competitive Prices?
- Does your Contractor Understand Your Home from the foundation to the top of your roof and everything in between or does your contractor only do One or a Few Aspects of Construction?

If your contractor can not answer **YES** to these questions and provide you with **Documentation**, quite simply, they are **Putting You At Risk**.

THE LOWEST BIDDER

“It is unwise to pay too much, but it is worse to pay too little. When you pay too much, you lose a little money- that is all. When you pay too little, you sometimes lose everything, because the thing you bought was incapable of doing the thing it was bought to do. The common law of business balance prohibits paying a little and getting a lot- it cannot be done. If you deal with the lowest bidder, it is well to add something for the risk you run. And if you do that you will have enough to pay for something better.”

John Ruskin (1819-1900)

“You can Relax and Enjoy the Value you receive from Firm competitive Prices, On-time scheduling, a job done Your Way. However, 83% of people that make high impact decisions in their lives, such as the decision regarding the people who work on their home, decide to align themselves with someone they are absolutely sure they can trust. Understanding our prices must be competitive, Price is hardly a deciding factor when you consider what is at Risk or perhaps what you Desire and Expect. Although in this day and age Quality, Craftsmanship, Honesty and Integrity stand out, you should expect these things from every contractor.... We are not satisfied to merely do what should be expected. Let's Dream together.

So ... Relax and Discover why we are one of Wisconsin's Most Trusted Builders.”

Keith Krapp Jr.



11030 W. Lincoln Ave.
Milwaukee, WI 53227

INVOICE

177858

Milwaukee: (414) 541-4477
Waukesha: (262) 548-3660
Ozaukee: (262) 375-5576
Washington: (262) 255-3031

INVOICE DATE 3-4-11	PHONE 262 682-4180	P.O. #	START TIME 12:06
CUSTOMER NAME Kim L. Schoof			FINISH TIME 12:57
JOB ADDRESS (STREET, ZIP) 200 W Menasha Ave.			
BILLING ADDRESS (IF DIFFERENT) (STREET, CITY, ZIP) W18659642 PARKER DR. MUSKEGO WI 53150			
SERVICE PERFORMED Sewer for Co. to Main Manhole Connection Stoppage City Main is high			PRICE 185.00
PARTS/PRODUCTS MasterCard, Voucher - only			
TRUCK # 5			
SERVICE REPRESENTATIVE KR			
WARRANTY (IF APPLICABLE)			
SUBTOTAL \$		185.00	
TAX \$		—	
TOTAL \$		185.00	

RETAIN RECEIPT FOR WARRANTY PURPOSES.
\$30.00 CHARGE FOR RETURNED CHECKS. PAYMENT IS
DUE WITHIN 30 DAYS. SERVICE CHARGE OF 1 1/2% PER
MONTH (18% APR) ON ALL INVOICES OVER 30 DAYS OLD.

VISA/MAST/DISCOVER
 CHECK #

CASH
 CHARGE

Date: Signature:

3-4-11 *Kim L. Schoof*



24 Hour Emergency Service

262.305.7221

customcraftenvironmental@yahoo.com

11200 W. Cleveland Ave. • Suite E-7
Milwaukee, WI 53227

FOR OFFICE USE ONLY

JOB # 1410

D/S _____

D/ESC _____

D/C _____

Micu
414-329-5730
West Allis Mo-
92' Lincoln

SHORT FORM PROPOSAL

JOB SITE ADDRESS: 1200 W. Manitoba Milwaukee WI

HPH 414-213-7921 CPH _____

ORDER REQUESTED BY: Kim Schoof ORDER PAYABLE BY: Kim Schoof
Renter - Natalie - 414-312-1349

JOB DESCRIPTION:

Set up monitor/Maintain One Negative air machine

Decontaminate bottoms of tote & stack

Remove base moulding, remove layons coating, carpet, pad and digwell all contaminated by sewage

Disposal of all content, and debris removed

Spray Quat disinfectant on all wall cavities

Re-Clean all area

Set up 5 (five) dehumidifiers @ \$101.00 Ea/p/day = \$505.00

Setup 20 (Twenty) Fans @ \$30.00 Ea/p/day = \$600.00

Setup on Neg Air Machine @ \$101.00 Ea/p/day = 404.00

Demo - \$1,100.00

Decontamination - 1,300.00

INITIAL PROPOSAL \$ 6000.00

LESS DOWN PAYMENT \$ 3000.00 pd. ch #1002 1222. Branch 4/2011

BALANCE DUE UPON COMPLETION \$ 3000.00 pd. ch 1003 1222 - March 3-2011

Paid in full (with stamp)

Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders (additional work authorization form) and will become an extra charge over and above the original proposal. This is to include but not limited to hidden damages and expenses that are uncovering during the course of the job and any additional work required by local building inspectors. All pricing and deadline dates are contingent upon weather, accidents and all other delays beyond our control. All parties are aware of the "Wisconsin Construction Lien Law" and have signed and dated supplement #1B. All contracts are due upon completion. A seven day grace period is allowed for the final balance to be received. If contract is not paid in full within the seven days grace period, full collection means will be used to recover funds due, including liens, collection agencies and/or legal action. If any additional costs are incurred during collection, such costs will be included in the final billing. All down payments are NON-Refundable. All of the above quoted prices and terms stated are agreeable to both parties.

We, the undersigned, have read and understood the above, on this 4th day of March 2011

X Kim A. Schoof

X _____ Custom Craft Environmental