

CHARLES GARBERS
3949 N. 98TH ST.
MILWAUKEE, WI 53222
(414) 429-7280

07/02/24

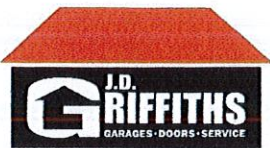
ON 05/22/24 I ARRIVED HOME AT APPROX.
2:30 P.M. TO FIND THE TOP CORNER OF MY GARAGE,
ALONG WITH THE LOWER CORNER BY THE FOOTING DAMAGED.
AT THAT TIME I FOUND THE INSTRUCTIONS FOR FILING A CLAIM
ALONG WITH THE BUSINESS CARD FOR ONE GENE DEROUVE.

CHARLES GARBERS
Charles Garbers

CITY VEHICLE # 32465

CITY OF MILWAUKEE
2024 JUL -2 PM 2:13
CITY CLERK'S OFFICE

OFFICE OF CITY ATTORNEY
08 JUL 24 14:03:23



J.D. GRIFFITHS Remodeling Contract

8401 W Calumet Road | Milwaukee, WI 53224
414.362.7222 | Fax 414.362.7226
www.jdgriffiths.com

Thank you for working with J.D. Griffiths Co., Inc. This document sets forth the Construction Contract terms between J.D. Griffiths Co., Inc. ("Contractor") and the Owner of property as described below ("Owner"), and supersedes any oral agreements and understandings. The Contract is subject to and incorporates the Contractor's standard terms and conditions, together with any plans or specifications referenced below. **Please carefully review this Contract and the Contractor's Standard Terms and Conditions (see back side) before signing below as this will become a binding agreement between the parties.** On behalf of J.D. Griffiths Co., Inc., we appreciate your business and looking forward to working with you. Date: 6/5/24

OWNER: Chuck Garbers Phone - Home _____
3949 N. 98th St. Work _____
Milwaukee, WI 53222 Cell 414-429-7280
SOURCE _____ E-Mail _____

Lead Source: Referral - Repeat - YP - Radio - Newspaper - Internet - Home Show
CONTRACT PRICE: \$28,400.00 + STORAGE RENTAL 350.⁰⁰

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

- 1. \$14,200.00 Min. 50% Down payment upon execution of Contract
- 2. \$14,200.00 Final Payment is due within 7 days of Substantial Completion

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

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

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

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

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

Project Description/scope of work

- Renovation work to garage due to damage from vehicle hitting garage
- Tear off existing roof (2-3 layers) including roof boards
- Replace damaged rafters at front of garage
- Install new roof sheeting/underlayment on entire garage roof
- Install new GAF shingle-Color-TBD
- Install new LP soffits/fascia-Color TBD
- Replace twisted header above garage door with LVL header
- Remove and frame in existing window
- Install new gutters/downspouts-color-TBD

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

- Remove existing siding
- Install new wall sheeting and house wrap around entire garage
- Install new vinyl siding/corners/J-channel/light block-color-TBD
- Install new light fixture on front of garage
- Install new CHI 2283 garage door (16x6'6") color-TBD
- Install new Liftmaster 8365W-267 garage door opener

- Includes all demo and disposal
 - Install new LVL wall ties on interior of garage
 - Remove and re-install electrical on wall ties that need to be removed
 - Install new LP jamb/trim around garage door
- *Discuss reducing overhang on front gable with owner**

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

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

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

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

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

NOTICE CONCERNING CONSTRUCTION DEFECT

WISCONSIN LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED YOUR DWELLING OR COMPLETED YOUR REMODELING PROJECT, OR AGAINST A WINDOW OR DOOR SUPPLIER OR MANUFACTURER. SECTION 895.07 (2) AND (3) OF THE WISCONSIN STATUTES REQUIRES YOU TO DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE BEFORE YOU FILE YOUR LAWSUIT, AND YOU MUST PROVIDE YOUR CONTRACTOR, OR WINDOW OR DOOR SUPPLIER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR REMEDY THE ALLEGE CONSTRUCTION DEFECT. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR WINDOW OR DOOR SUPPLIER. ALL PARTIES ARE BOUND BY APPLICABLE WARRANTY PROVISIONS.

CUSTOMER RIGHT TO CANCEL

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

STANDARD TERMS AND CONDITIONS

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

From: Charles Garbers charlesgarbers47@gmail.com
 Subject: Charles Garbers garage quote.pdf
 Date: Jun 25, 2024 at 6:01:14 AM
 To: robert.milbauer@gmail.com

Estimate

Proline Carpentry and Cabinets LLC
 6980 State Road 33
 Allenton, WI. 53002

Date	Estimate #
6/24/2024	671

Name / Address

Charles H. Garbers
 3949 N98th St
 Milwaukee, WI. 53222

Ship To

Charles H. Garbers
 3949 N98th St
 Milwaukee, WI. 53222

P.O. No.	Terms	Project
100-24	50% at start up Bal. on Cpl.	

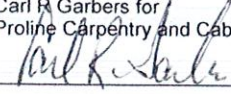
Description	Qty	Total
Repair free standing garage building located in alley behind home. Garage was apparently struck by large truck creating substantial damage to the walls and roof of the structure including the structural header located over the overhead door. Over all damage is sufficient enough to mandate removal of all exterior materials (siding, roof, soffit, fascia, etc.) to allow access the structural framing to allow for proper repairs and replacements as needed. > remove and dispose of all materials as needed. *anticipated remaining parts of the building after demo to be 3 walls and a few roof rafters > repair framing as needed to create a structurally sound building > install new wall and roof sheathing > install new shingles (color to be determined) > install new garage door and opener > install new SmartSide trim at soffit, fascia and around doors (color TBD) > install new vinyl siding (color TBD) > install new rain gutters and down spouts (color TBD)	1	\$31,556.00
<i>STORAGE RENTAL</i>		<i>350.⁰⁰</i>

	Subtotal	\$31,556.00
	Sales Tax (0.0%)	\$0.00
	Total	\$31,556.00

The signing, dating and return of this estimate by you, creates a legal agreement between you and P. C. C. LLC for all items listed whether materials or labor and to the terms as listed

This estimate is valid for 30 days from date listed
 Respectively submitted this day by

Carl H. Garbers for
 Proline Carpentry and Cabinets LLC



Signature _____

Phone #	Fax #
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Date _____

262-305-8364	
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893.80 Claims against governmental bodies or officers, agents or employes; notice of injury; limitation of damages and suits. (1) Except as provided in subs. (1g), (1m), (1p) and (8), no action may be brought or maintained against any volunteer fire company organized under ch. 213, political corporation, governmental subdivision or agency thereof nor against any officer, official, agent or employe of the corporation, subdivision or agency for acts done in their official capacity or in the course of their agency or employment upon a claim or cause of action unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the volunteer fire company, political corporation, governmental subdivision or agency and on the officer, official, agent or employe under s. 801.11. Failure to give the requisite notice shall not bar action on the claim if the fire company, corporation, subdivision or agency had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial to the defendant fire company, corporation, subdivision or agency or to the defendant officer, official, agent or employe; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant fire company, corporation, subdivision or agency and the claim is disallowed.

To File A CLAIM with The *CITY OF MILWAUKEE*:

You will need the following information

DATE of Incident 5/22/24

"City" Vehicle Number 32465