November 30th, 2021

Casiedean Andrews
3056 N. 37th Street
Milwaukee, WI 53210
candrews3056@yahoo.com
414-897-6143

City Clerk
ATTN: CLAIMS
200 E. Wells St. Room 205
Milwaukee, WI 53202-3567

On August 10th, 2021 during the evening around 7pm or sooner large tree branches from the wind storm broke off a big tree on city sidewalk located on the southwest corner of my property. Large tree branches blew onto my roof, yard, and portion of my home causing damaging to the roof, soffit and fascia also damaging many flowers.

Around the end of August to the beginning of September the forestry department cut all the branches from the tree, but the tree trunk still remains. I talk to the inspector from the department face to face concerning the tree last fell letting him know the tree needs to be cut down and that large branches keep falling on my lawn, he stated there's nothing wrong with the tree the tree was healthy.

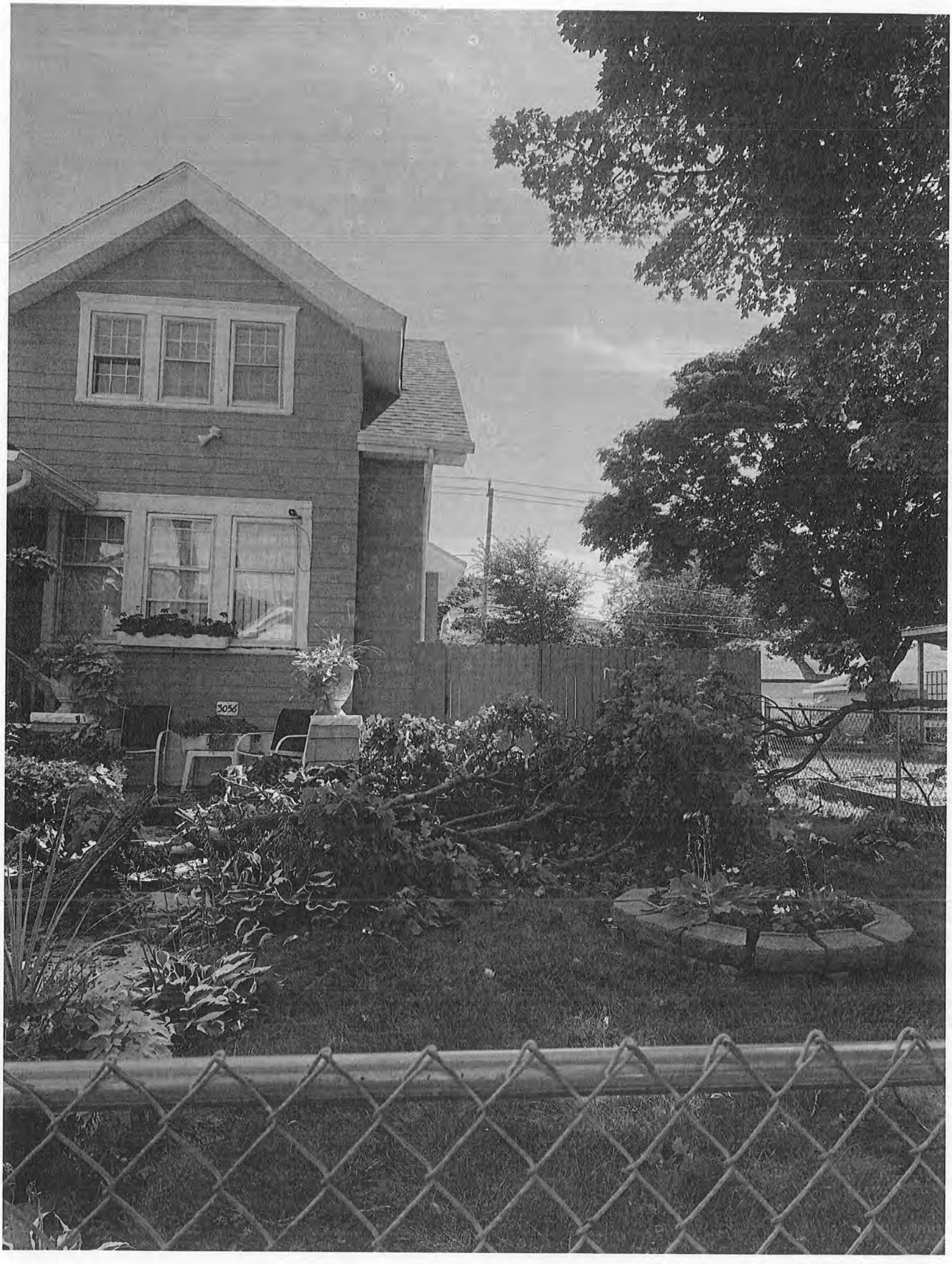
I would like for the city to repair all damages that was done to my home as soon as possible.

Thank You!

Casiedean Andrews

OFFICE OF CITY ATTORNEY
01 DEC '21 AM10:37

CITY OF MILWAUKEE
2021 NOV 30 PM 2:42
CITY CLERK'S OFFICE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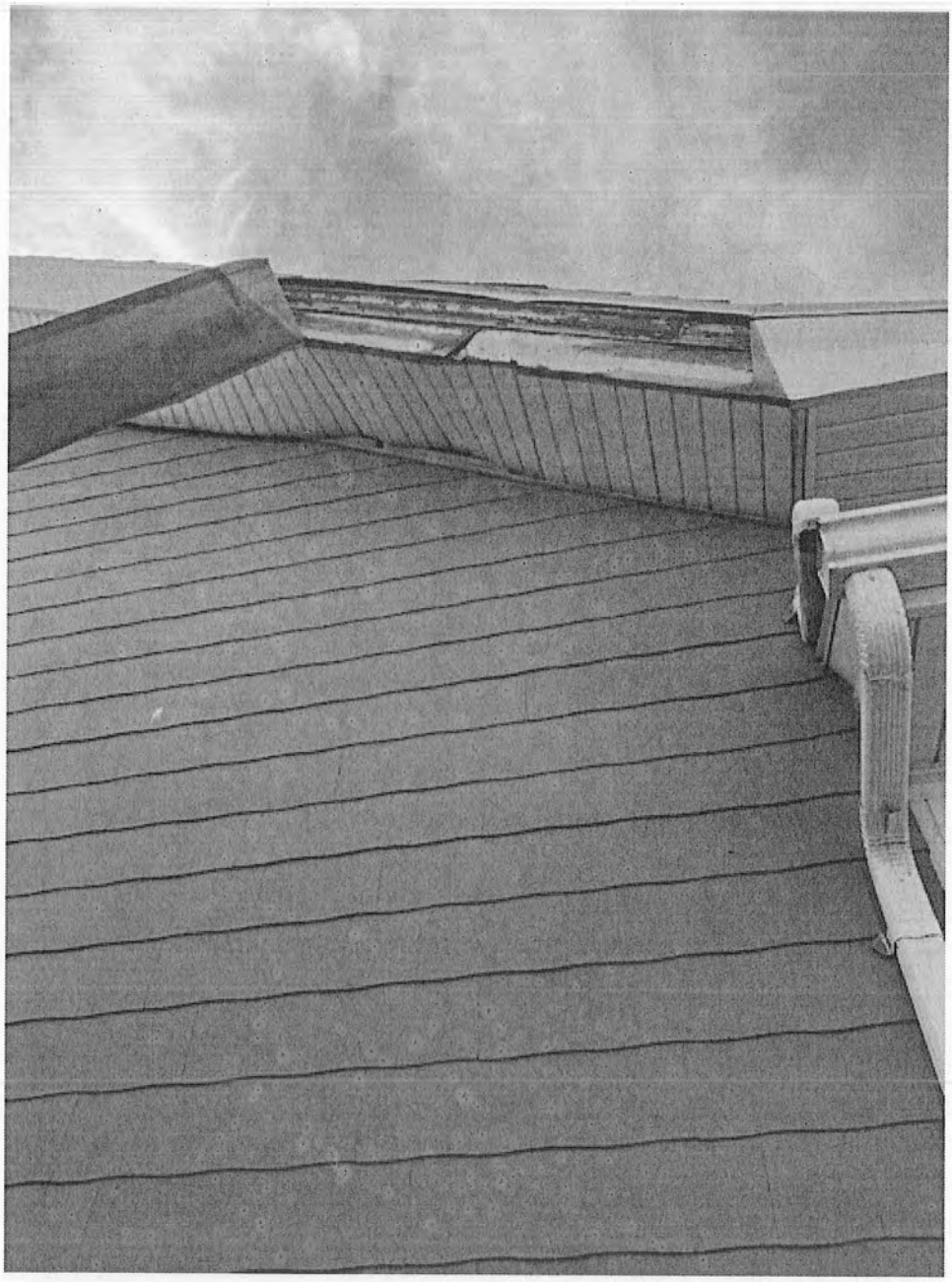

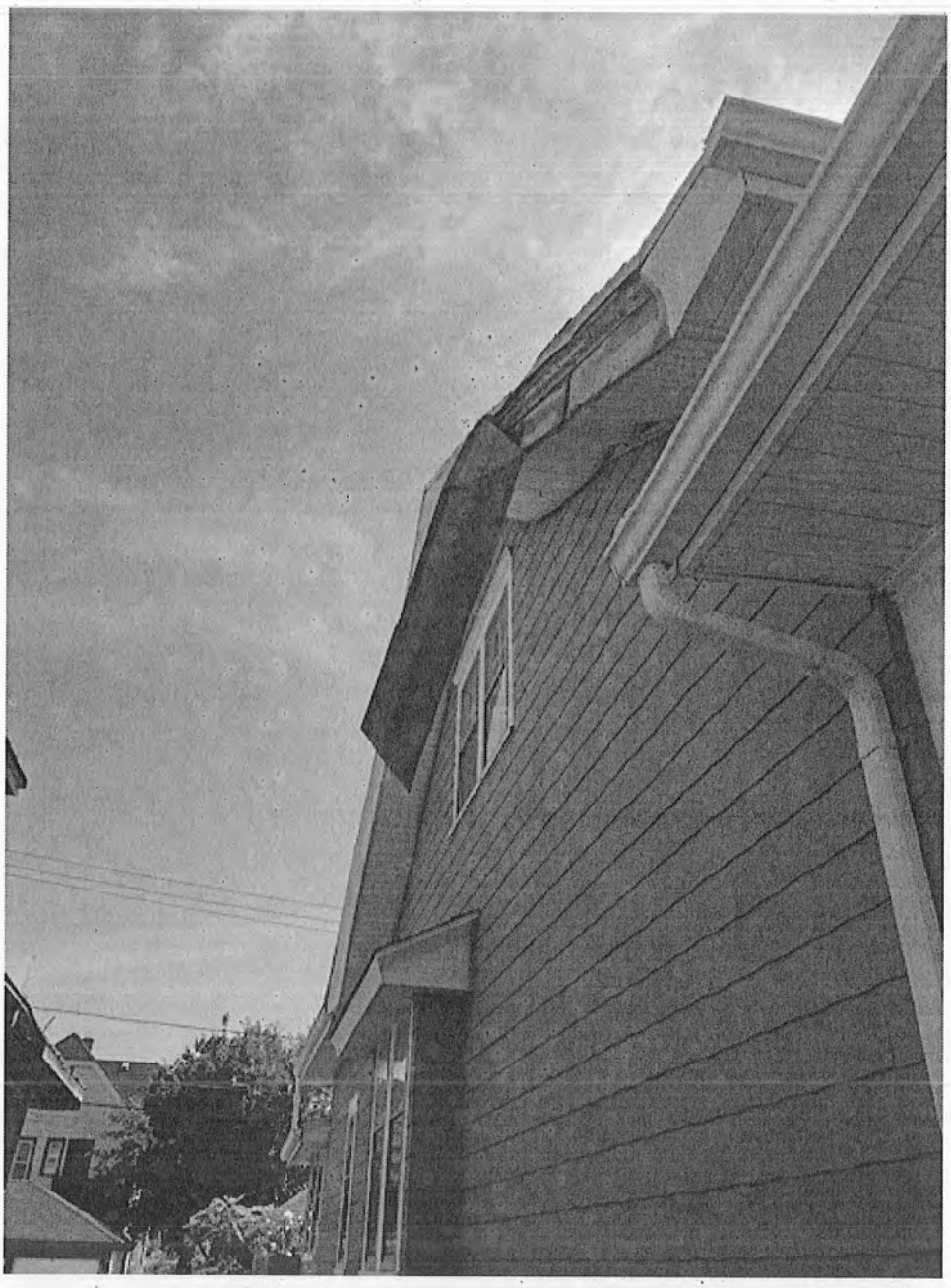

3056

6438 West Mill Road, Milwaukee, Wisconsin 53218
Office: 414-353-6910 | allrite@allriteremodeling.com

This Master Service Agreement ("Agreement"), dated this 8th day of September, 20 21, is entered into by and between Randy Miller, Inc., d/b/a Allrite Home & Remodeling, Inc. ("Contractor"), and Casiedean Andrews ("Owner"), 3056 N. 37th Street, Milwaukee, WI 53210 ("Address"), 414-897-6143 ("Phone") candrews3056@yahoo.com ("E-mail").

1. **Scope of Work** - Per the parties' discussions, Contractor agrees to Roofing & Gutters ("Project"), on Owner's behalf, at 3056 N. 37th Street, Milwaukee, WI 53210 ("Address").

In particular, Contractor agrees to: Instillation of New Roof & Gutters on the Home ("Project"), using the products, fixtures, and/or materials, as applicable, as follows: - Tear off up to (1) layer of old asphalt shingles over the roof of the home. Remove all old valley flashings, & sewer stack pipe flashings.
- Remove old attic exhaust pod vents. Cover openings with EZ roof deck plugs.
~ Any additional rotten wood roof deck, fascia, &/or framing found during tear off not sound enough to hold a nail, need to be replaced, &/or additional layers are discovered, customer to be notified immediately for change order approval; will be additional $60 per man hour plus materials.

1. Install Ice & Water Shield up to 6ft. up from the gutters, into the warm area of house, in all valleys, around all stacks, & roof penetrations. Synthetic Felt Paper over all other areas.
- Install New Drip Edges & Gutter Aprons. Install New Sewer Stack Pipe Flashings.
- Install New W-Metal Valley Flashings in all roof valleys.
- Measure & install New CertianTeed Landmark Shingles over the entire roof of the home. Certianteed Shingles with our certifications includes Four Star 50-Year Non-Prorated Transferable Limited Labor & Material Warranty. Shingle Color: (TBD/Moire Black).
- Attach all shingles using 6-nails per shingle for high wind conditions.
- Cut 2" continues section out out of the existing roof deck, along the top roof ridge, for attic exhaust ventilation. Install CertianTeed Continues Ridge Vent System over the top roof ridge.
~ Pricing - New CertianTeed Landmark Roofing System Installed: = $ 14,270.00

2. Measure & install all new 5" seamless aluminum gutters & 4" downspouts on entire house, in all areas where the old gutters & downspouts have been removed. Color: (TBD/White). All gutters are heavy-duty .032 gaged seamless aluminum, screwed (not nailed), for lasting support.
~ Pricing - New Gutters & Downspout Systems Installed- Home: = $1,825.00

3. Measure & install New Continues Aluminum Soffit Panel System around the entire soffit system of the home. Measure & install New Hand Bent Aluminum Fascia Cladding around the entire fascia system of the home. Aluminum Soffit & Fascia Color: (TBD/White).
~ Pricing - New Aluminum Soffit & Fascia Systems Installed: = $ 5,162.00

Included is the Allrite 5-year Workmanship Warranty, on all of the work that we have done. Flat & final fees including all taxes, Labor & permits. Discard all waste materials into dumpster. Any credit card payments are subject to a 3% convenience fee, added to total cost of the project.

2. **Pricing** - The total cost of the Project, including labor, materials, permits and tax, as applicable, shall be: $ 21,257.00, paid as follows:
   $ 7,100.00 upon execution of Agreement.
   [$ _____ on or by _____]
   $ 14,157.00 upon completion of all work stated above.
   [$ _____ on or by _____]

3. **Timeline** - Contractor shall commence work on the Project on or reasonably soon after September 15th, 20 21, and shall complete work on the project on or by October 15th, 20 21, subject to changes to the scope of the Project as requested by Owner and/or delays beyond Contractor's control, as described in paragraphs 5 and 15.

Additional terms and conditions of service are found on the following page. By signing below, Owner hereby acknowledges that Owner has read, understands, and agrees to be bound by all terms and conditions set forth in this Agreement.

OWNER / AUTHORIZED AGENT:		ALLRITE HOME & REMODELING, INC:	
Signature	Date	Signature	Date

Customer's Right to Cancel

I, _____ (Name), hereby cancel my contract dated _____, 20____ with Randy Miller, Inc. d/b/a Allrite Home & Remodeling, Inc., at _____ (Address).

Signature: _____ **Date:** _____, 20____

TERMS AND CONDITIONS OF SERVICE

4. **Owner's Responsibilities** – For the duration of the Project, Owner agrees to provide and to be solely responsible for, at Owner's expense: (a) unobstructed access to the Project site from 7:00 AM to 7:00 PM, seven days per week; (b) keeping children and pets away from the Project site; (c) secure storage for Contractor's and/or its subcontractors' tools and equipment used in completing the Project; (d) running water and electricity; (e) removal, protection, and replacement of Owner's personal property, as deemed necessary by Contractor; (f) identifying private utility connections and underground objects or hazards, as well as arranging for any precautionary measures in connection with same, as deemed necessary by Contractor; and (g) testing, containment, and/or removal of any potentially hazardous materials discovered by Contractor, as deemed necessary by Contractor.
5. **Change Orders** – Should Owner request changes to the scope of the Project, such requests shall be made in writing and shall precisely describe the changes requested. Upon receipt of the request, Contractor shall notify Owner of consequent changes to (a) the contract price or payment schedule; and/or (b) start or completion dates. Owner shall, in turn, respond in writing by approving or denying the changes.
6. **Permitting** – The Project, as described in paragraph 1, may require permits from local governmental bodies authorizing the work to be performed. Contractor shall be responsible for the costs of such permits and owner shall provide reasonable assistance, as needed, in procuring same.
7. **Warranties** – Contractor warrants that the Project shall be completed in a professional manner according to industry standards. Contractor makes no other warranties, express or implied, either with respect to the Project as a whole or to the products, fixtures, or materials used in completing the Project, including implied warranties of merchantability, habitability, or fitness for a particular purpose.
8. **Marketing** – Owner agrees to allow Contractor, at Contractor's discretion, to display its sign at the Project site, and to take photographs of the Project site for use in Contractor's marketing and promotional materials. Owner understands and agrees that Owner shall not be entitled to any remuneration for such display or use.
9. **Payment and Default** – Owner agrees to pay Contractor for its services in accordance with paragraph 2. Payments over 30 days past due will accrue interest at a rate of 2% per month. Should collection efforts become necessary, Owner shall be responsible for the actual costs of collection, including attorneys' fees, incurred by Contractor. In the event of a breach of this Agreement by Owner, Owner shall be additionally liable to Contractor in an amount equal to 10% of the total contract price, as set forth in paragraph 2.
10. **Lien Rights** – As required by Wisconsin's construction lien law, Contractor hereby notifies Owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for construction on Owner's land may have lien rights on Owner's land and buildings if not paid in connection with the Project. Those entitled to lien rights, in addition to Contractor, include those who contract directly with Owner, as well as those who give Owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans, or specifications for the construction. Accordingly, Owner may receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction and should give a copy of each notice received to Owner's mortgage lender, if any. Contractor agrees to cooperate with Owner and Owner's lender, if any, to see that all potential lien claimants are duly paid.
11. **Lien Waivers** – Notwithstanding paragraph 10 above, Contractor hereby notifies Owner that Owner may request lien waivers from all contractors, subcontractors, and material suppliers at or prior to the time Owner makes any payment in connection with the Project. For further information, please see the notice provided at the bottom of this page.
12. **Insurance** – Owner shall maintain property insurance for the duration of the Project.
13. **Indemnification and Limits of Liability** – Owner agrees to indemnify and hold Contractor harmless from any claims, causes of action, demands, damages, or losses attributable to Owner in connection with the Project, and in any event Contractor's liability, if any, will be limited to the aggregate amount paid to Contractor by Owner under this Agreement.
14. **Dispute Resolution** – In the event of any dispute under this Agreement, the parties agree to comply with section 895.07 of the Wisconsin Statutes as a first resort. Section 895.07 first requires Owner to notify Contractor in writing of any alleged defect in the work performed, and to allow Contractor the opportunity to repair or remedy the alleged defect. Should the procedures set forth in section 895.07 fail to provide for resolution of the dispute to the mutual satisfaction of the parties, the parties agree to submit the dispute to binding arbitration conducted by the Milwaukee NARI Home Improvement Council's Ethics Committee ("Committee"). The decision of the Committee shall be final and may be enforced in any court of competent jurisdiction, in accordance with chapter 788 of the Wisconsin Statutes. Should Contractor prevail in arbitration, Contractor shall be entitled its actual attorneys' fees and costs of collection. The procedures referred to herein shall be the exclusive means of resolving disputes between the parties, and a failure by either party to avail itself of such procedures shall in no event be deemed a waiver of the right to avail itself of such procedures.
15. **Force Majeure** – Contractor shall not be held responsible for any delay or failure to perform under this Agreement arising from acts of God or public enemies, war, insurrection, riot, fire, flood, explosion, natural disaster, labor strike, work interruption, significant economic event, Internet or electronic malfunction, or any other cause beyond Contractor's reasonable control. In the event of any other delay beyond Contractor's control, including delays caused by weather conditions, Contractor shall notify Owner of any necessary changes to start or completion dates.
16. **Governing Law** – This Agreement shall be governed by applicable federal law and by the laws of the state of Wisconsin. Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the validity and/or enforceability of the remaining parts shall remain unaffected. The language of this Agreement shall not be construed for or against either party.
17. **Entire Agreement** – The terms and conditions set forth in this Agreement capture the full and mutual understanding of the parties with respect to the Project. No other representations by either party constitute any part of this Agreement.
18. **CUSTOMER'S RIGHT TO CANCEL** – You may cancel this agreement by mailing a written notice to Allrite Home & Remodeling, Inc., 6438 West Mill Road, Milwaukee, Wisconsin 53218, before midnight of the third business day after you sign this agreement. If you wish, you may use the top of this page as that notice by filling in the information and mailing to address above.

LIEN WAIVERS

As set forth in paragraph 11 of this Agreement, Owner may request lien waivers from all contractors, subcontractors, and material suppliers at or prior to the time Owner makes any payment in connection with the Project. As required by law, Contractor hereby provides the following notice:

Notice of Consumer's Right to Receive Lien Waivers

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or visit www.datcp.wi.gov.

OWNER'S INITIALS: _____

Klaus Roofing Systems by Buck Buckley
21124 W Good Hope Road
Lannon, WI 53046
Phone: 262-297-7771

Company Representative
Brandon Balaka
Phone: (262) 391-3683
brandon@klausroofingbybuck.com

11/29/2021
Claim Information

Casiedean Andrews
3056 North 37th Street
Milwaukee, WI 53210
(414) 897-6143

Job: Casiedean Andrews

Roofing Section

Scope of work and or Description of product

- Remove existing Roofing to wood on sections R, L, N, D, A, & G on eagleview
- Replace any rotted wood or damaged wood with cdx plywood at $100.00 per sheet of 1/2" or $125.00 per sheet of 3/4"
- Back Nail all Plywood
- Install KRS SealoronXT Ice & Water Protector 6 feet on all drip edges, walls, chimneys and valleys
- Install 4 inch IKO Goldseam tape on all seams of plywood
- Install VeloraONE Synthetic Underlayment on balance of wood
- Install new F8 aluminum drip metal on all eaves of roof deck
- Install new C4 aluminum rake metal on all outside rake edges
- Install Tri-Built starter along all eaves and rakes
- Install new IKO Dynasty architectural lifetime shingles (color TBD by homeowner)
- Install Airvent Shinglevent II ridge vent on all ridges
- Install IKO Dynasty Hip and Ridge Cap shingles
- Rewrap Damaged Fascia board
- Replace damaged aluminum soffit
- Haul away all Roofing debris
- Payment as follows 50% down, balance in full when each trade is completed i.e. Roofing, Gutters and siding. *Excludes Financing*

All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be performed only upon receipt of written orders and will become an extra charge over and above the estimate. This proposal is contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

LIEN WAIVERS: Buyer may request written lien waivers from all contractors, subcontractors, and material suppliers, at, or prior to, the time any payment is made on this home improvement contract. NOTICE OF CONSUMER'S RIGHT TO RECEIVE LIEN WAIVERS - If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

PAYMENT is to be made as follows:
Buyer/Owner agrees that in the event payments are not made as set forth in this agreement, Buyer/Owner shall pay all of Klaus Roofing Systems By Buck Buckley costs of collection, including reasonable attorney's fees and interest at a rate of 10% per month on overdue balances.

ACCEPTANCE OF PROPOSAL: Please sign and return to our office. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Buyer/Owner shall receive a copy of this signed contract, with tentative beginning and completion dates. Prices in this estimate are valid for 21 days from the proposal date. If the contract is signed more than 21 days from proposal date, there may be a change order given for updated pricing.

SCHEDULING OF WORK: Project estimated start date of 45 working days after signature and first payment, and estimated completion date of 10 working days after project has started, subject to reasonable changes due to change orders, delays in material availability, strikes, inclement weather and accidents or circumstances beyond Contractor's control.

1 YEAR WARRANTY
We warranty all our repair workmanship and materials for 1 year. Should any materials we install fail within 1 year, Klaus Roofing Systems by Buck Buckley will return to the job and reinstall the failed materials. We do not guarantee that your roof will not leak, only the labor and materials delineated on this contract.
Does not include damage by hail, big storms, or any event covered by insurance.

Should any leaks occur within the period of guarantee, due to defective material or workmanship furnished by us, we hereby agree to repair same, without charge, upon receipt of proper notice, providing we have been previously paid in full. We do not guarantee against leakage due to footwear, improper building or roof deck construction, fire, hail, ice back-up, tempest, traffic, vibration or settling of building, punctures made by fastening wire fixtures, display sign penthouses, flag pole, erection of any hatchway, pipes, unforeseen moisture in existing roofing or other structures, support or brake subsequent to the completion of work. (NOTE: Klaus Roofing is not responsible for possible punctures to electric conduit, junction boxes, or any other fixtures attached to the under decking of the roof substrate.) The owner is responsible for any disconnect and re-connect of any mechanical units (air and heat). Klaus Roofing is not responsible for any trapped water inside the existing roof during construction. Klaus Roofing is also not responsible for any penetrations through vaulted or unfinished ceilings, or any damage to improperly secured drywall.

MOLD: Contractor is not responsible for indoor air quality including growth of mold. Owner shall hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

INSURANCE: A certificate of insurance will be provided at the request of the customer. The company is fully covered by Worker's Compensation, Public Liability and Private Property Damage Insurance. We agree to furnish the best of Labor and Materials. All work shall conform to all City, Town, and State Regulations, Building Codes, Public Health Codes and OSHA Regulations.

RIGHT TO CANCEL: You the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the below Notice of Cancellation form for an explanation.

Signature:

(*Owner acknowledges receiving two (2) copies of the Notice of Cancellation)

Klaus Roofing Systems By Buck Buckley- Authorized Signature:

Sales Representative
This pertains to both residential and commercial properties- No warranty assumed until payment in full has been received.

Notice of Cancellation:

Date of Transaction:

You may cancel this transaction, without any penalty or obligation within three business days from above date

If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO Klaus Roofing Systems by Buck Buckley NO LATER THAN MIDNIGHT OF (Date).

Buyer's Signature: Date:

Klaus Roofing assumes no responsibility or liability for any problems that occur due to weather or usage of pre-existing roofing fixtures and structures such as:_____
_____
_____
Limitation of liability. Under no circumstances shall the company or its affiliates,partners,suppliers,or licensors be liable for any damages that arise out or from usage of existing roof fixtures not being replaced. not being replaced. Whether or not the

damages were foreseeable or not.
I _____ have been advised to replace the homeowners name following roof fixtures and or structures as stated above and have declined.
Signature of homeowner_____ Signature of sales associate_____

	Qty	Unit
KRS System		
IKO Gold Seam Roof Seal Tape IKOGSRST	1.72	RL
ACM Aluminum Drip Edge - F8 1 1/2" (10') QEDF8	2.97	PC
ACM Aluminum Drip Edge - 1.5" - C4 1/2 (10') QED175T10	3.41	EA
IKO Dynasty AR IKODYN	5.54	SQ
Tri-Built 7-3/4" Shingle Starter TRIOSS734	0.64	BD
HD Galvanized Steel Roofing Coil Nails - Ring Shank - 1 1/4" (7200 Cnt) TRINLSCR114RS	0.34	BX
IKO Hip and Ridge 12 (33') IKOHR12	1.63	BD
National 5/16" Staples NLS5010C516	0.2	EA
KRS Stocked Items		
SealoronXT Ice & Water Protector	1.32	RL
VeloraONE Synthetic Underlayment	0.5	RL
Geocel 4500 Scypolymer Roof Bonding Sealant (10 oz)	0.34	EA
Geocel 3900 Textured Polyurethane Sealant - Gray - 10.1 oz	1	EA
Labor		
Install Laminated Shingles 7/12 pitch - 9/12 pitch	5.54	SQ
Install drip and rake metal	58	LF
Permits & Fees	1	EA
Disposal		
Small Dumpster - Approx 10-20sq	1	EA
Street Dumpster Permit	1	EA
Gutters		
Gutters - Remove Existing Gutters	12	LF
Install 5" Gutters	12	LF
Aluminum Dowspout 3"x4" (10')	1	EA
Under 100' Trip Charge	1	EA
Soffit & Fascia		
1"x10" Primed Pine Fascia/Rake	10	LF
Install Fascia Board	10	LF
Quality Edge Q800 Aluminum Trim Coil - .019 - 24"x50'	1	RL

QEDC24		
Wrap Fascia Board With New Aluminum	10	LF
Quality Aluminum Aluminum J-Channel - 1/2" (12')	10	LF
QEDJ38		
Quality Edge TruLine TS Aluminum Soffit - Fully Vented - T4	11	LF
QEDSVBLDR		
Install Aluminum Soffit	11	LF

$7,640.08

TOTAL $7,640.08

Starting at $129/month with Acorn FINANCE • APPLY

Company Authorized Signature _____ Date _____

Customer Signature _____ Date _____

Customer Signature _____ Date _____