

Saint Bernadette Parish

8200 West Denver Avenue, Milwaukee, Wisconsin 53223
(414) 358-4600 www.stbweb.com

July 12, 2021

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

Re: Parking Lot Damage at St. Bernadette Parish, 8200 W. Denver Avenue, Milwaukee WI
Notice of Claim pursuant to Wis. Stats. § 893.80

To Whom It May Concern:

On May 25, 2021 the Department of Public Works from a City of Milwaukee arrived to pick up furniture that was overlooked during this spring's bulky item pickup. When the crew arrived with their equipment, City Vehicle Number: "INV. 8200 W. Denver", they damaged a section of our parking lot near our dumpsters. I have enclosed a photograph of the damaged area.

Paul Bartoshevich, City of Milwaukee Department of Public Works Driver Training Instructor, inspected the damage to our parking lot on or about June 1, 2021, and instructed us to submit two repair estimates for the damaged area. I have attached two proposals from Munson, Inc., in the amount of \$3,071.00 and Thunder Road, in the amount of \$2,900.00.

We are seeking reimbursement in the amount of \$2,900.00 for the repair of the damaged area of our parking lot.

Please feel free to contact me at (414) 358-4600, ext. 140 with any questions or comments you may have. We hope that we can amicably resolve this issue as soon as possible.

Sincerely,

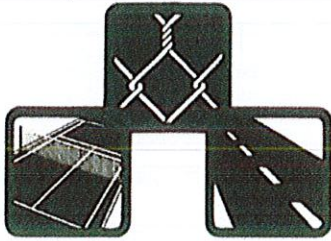


Diane Govern
Director of Administrative Services
St. Bernadette Parish

Enclosures

CITY OF MILWAUKEE
CITY CLERK'S OFFICE
2021 JUL 15 PM 3:17





MUNSON, INC.
Established 1955

MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

PHILLIP ALLER
ST BERNADETTE CATHOLIC CHURCH
8200 W DENVER AVE
MILWAUKEE, WI 53223
P: 859-462-3433

DATE:

July 6, 2021

JOB NAME & LOCATION

Hot Mix Skin Patch

Furnish all necessary labor, equipment and material for the asphalt patching work of the above job. Area involved is 294 Sq. Ft.

Work to include:

1. Remove loose asphalt chunks
2. Thoroughly sweep pavement.
3. Tack area with 0.1 gallons per square yard CSS-1 for adhesion of new asphalt to existing asphalt.
4. Patch and compact. To match existing depth.

LABOR AND MATERIAL. . . \$3,071.00

Notes:

1. *Permit, if required, would be extra.*
2. *If large pieces of concrete or footings are encountered in the work, an extra fee will be incurred for their removal.*
3. *This price is based upon the subbase being a sound, durable, non-organic type material.*
4. *Price assumes an existing 8" minimum stone base.*
5. *Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.*

AUTHORIZED
SIGNATURE: _____


Joe Krueger - Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

Date of Acceptance: _____

SIGNATURE: _____

A. MUNSON, INC. TERMS & CONDITIONS

1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div./Munson-Armstrong Paving Div., Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract
4. The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
8. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.
10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
11. Any claim for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
12. Munson, Inc. is not responsible for concrete or asphalt damage due to normal construction equipment traffic.
13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
15. All agreements are contingent upon strikes, accidents or delays beyond our control.
16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
17. Owner shall reimburse Munson Inc. for any expense incurred by Munson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorneys fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
2. Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
3. On all jobs where Munson Fence Div. installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div./Munson, Inc. harmless in any way from claims, liabilities or injuries.
4. Gate Operator Systems: End user to understand the operations and safety systems of the unit

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAVING DIV.

1. MUNSON-ARMSTRONG PAVING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.
2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
3. Salt or melting compounds should not be applied to concrete paving for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration.
5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished the contractor as a condition precedent to the performance of this contract.
6. The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED 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 PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND 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."



PROJECT ADDRESS

St. Bernadette Catholic
8200 W Denver Ave
Milwaukee, WI 53223

BILLING ADDRESS

Same as Project Address

W297 S3549 Boettcher Road Waukesha, WI 53189

"Sealing your investments one step at a time!"

CONTACT: Phillip Aller
PHONE # 859-462-3433
EMAIL: allerp@nwmcp.org

DBE/ SBE/ WBE/ MBE Certified Contractor
PH - 262-490-7181
FAX - 866-462-4293

Proposal Date:
6/10/2021

Nick Sirota 262-490-7181

Asphalt Maintenance Proposal

Contractor proposes the following:

TACK & PATCH	Clean area approx. (21'x14') for 294 SF. Apply tack solution to potholed area for proper adhesion to existing pavement. Furnish holes with hot mix asphalt, compact and finish flush. Includes up to 4 tons of asphalt.
PROJECT TOTAL \$2,900.00	

NOTES:

This proposal expires 20 days from date above.

THIS PROPOSAL IS BASE ON COMPLETION OF WORK NO LATER THAN NOVEMBER 1, 2021 ON EXACT SQUARE FOOTAGE LISTED. IF YOU HAVE ADDITIONAL AREAS OF EXISTING PAVEMENT NOT INCLUDED IN QUOTE, PLEASE CALL FOR A REVISED QUOTE.

Proposal pricing based on patching work done in one mobilization, unless otherwise specified. If work cannot be completed in one mobilization, additional mobilizations will be charged at \$800 each.

This proposal EXCLUDES: any items not listed, paving; sealcoating; line striping; crackfilling; concrete; excavation, sub-basing; saw-cutting; IR Heats; milling; aggregate/shouldering; signage; permit/bond costs; restoration of lawn areas.

CONTRACTOR:
THUNDER ROAD, LLC

AUTHORIZED PURCHASER

Please sign and return one copy and keep one copy for your records.

EST. BY Nick Sirota

PRINT OR TYPE NAME

DATE

SIGNATURE OF AUTHORIZED PURCHASER