

Luz A. Chavez
Omar S. Chavez
1256 South 31st Street
Milwaukee, WI 53215

May 28, 2014

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

RECEIVED

JUN 16 2014

OFFICE OF
CITY ATTORNEY

To whom it may concern:

The reason for our letter is to file a claim against the City of Milwaukee.

On Friday, April 18, 2014 my husband, Omar Chavez, called The City of Milwaukee Water Works department to report that water was coming out from the street in front of our home, which is located at 1256 S 31st St Milwaukee WI 53215. This was around 9:30 p.m. The Water Works department came to the site on Saturday, April 19, 2014 to repair the water line break that was discovered.

On Monday, May 12, 2014 about 1:30 p.m. an awful smell was coming from our basement, I went to check what the smell was and discovered that our basement was flooded with sewer water. My husband immediately called The Milwaukee Sewer department to report it. Salvador Dones, the supervisor inspector of the Milwaukee Sewer department, came out to inspect the area. Mr. Dones discovered that the sewer line had been damaged by Milwaukee Water Works when repairs had been made to the water line break on April, 19, 2014. Mr. Dones called Milwaukee Water Works to report that the damage to the sewer line had been their error and should be repaired by them. Later that night about 10:00 p.m. it began to rain again, at that point the sewer line had not yet been repaired and more sewer water came into our basement, the water level was about 12 inches high. The next morning Tuesday, May 20, 2014 Milwaukee Water Works sent out contractors to repair the damage. Enclosed are pictures of the broken sewer line that was discovered by the Milwaukee Sewer Department. Milwaukee Waters Works neglected to repair the damage made to the sewer line on April 19, 2014, because of their negligence our basement was flooded with sewer water, it damage and contaminated everything stored in our basement.

I had to hire Paul Davis Restoration & Remodeling to clean our basement. We also discovered that our washer, dryer, water heater, furnace, 1 TV, lawnmower, treadmill, family clothes, shoes, coats/jackets, luggage, Christmas tree, Christmas ornaments, decorations, car seats, pictures, frames, electric saw, toilet paper, paper towels, comforter sets, bed sheets, coffee table, toys and cooler had been damaged beyond repairable and

unable to be decontaminated. So far, we've spent over ten thousand dollars on the professional cleaning company, replacement of our water heater and furnace. That doesn't include all of our personal belongings.

Enclosed are copies of receipts of items that have been purchased to replace damaged property. I am also including an estimated dollar amount of the personal items that were also damaged. Unfortunately, I do not have original receipts for these items but enclosed are pictures for your viewing to verify that the items I have listed were damaged.

I hope you could help us and expedite this claim. This messy and expensive situation could have been prevented had the proper repairs been made by Milwaukee Water Works. We are victims and my entire family has been under a lot of stress. My husband and I live paycheck to paycheck to cover all our expenses and we are seeking full reimbursement for all the expenses made to repair and replace all damaged property.

I hope to hear back soon so this matter can be resolved and so our Family can go on with our normal lives.

Sincerely,

Luz A. Chavez
Omar S. Chavez



A Liberty Mutual Company

Safeco Insurance Company of America

P.O. BOX 515097
LOS ANGELES, CA 90051

Mailing Address:
P.O. BOX 515097
LOS ANGELES, CA 90051

Phone: (414) 242-9012
Fax: (888) 268-8840

May 13, 2014

Omar Chavez Luz Chavez
1256 S 31st St
Milwaukee, WI 53215-1546

RECEIVED

JUN 16 2014

OFFICE OF
CITY ATTORNEY

Insured Name: Omar Chavez Luz Chavez
Policy Number: OZ4366942
Loss Date: May 12, 2014
Claim Number: 699988065002

Dear Mr. and Mrs. Omar Chavez Luz Chavez:

Safeco Insurance Company of America would like to thank you for the opportunity to service you.

You have submitted this claim to Safeco Insurance Company of America for potential payment under policy OZ4366942 for damages to your property located at 1256 S 31st St., Milwaukee, WI, 53215-1546. After a review of your policy and the facts that have come to our attention, Safeco Insurance Company of America regrets that it is unable to provide payment for the damages you have claimed because your policy does not provide coverage for this loss. Our reasons for this denial are as follows:

As you are aware, this claim arises from rain water coming up from the floor drain. Under the applicable policy, rain water which backs up through a floor drain is unfortunately not covered in the policy.

Your insurance policy form HOM-7030/EP 1/09 includes the following provision:

BUILDING PROPERTY LOSSES WE DO NOT COVER

We do not cover loss caused directly or indirectly by any of the following excluded perils. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area;

10. Water Damage, meaning:

- a. (1) flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, storm surge or spray from any of these, whether or not driven by wind, including hurricane or similar storm; or
- b. water below the surface of the ground, including that which exerts pressure on, or seeps or

Luz A. Chavez
Omar S. Chavez
1256 South 31st Street
Milwaukee, WI 53215

May 28, 2014
City Clerk
ATTN: CLAIMS
200 East Wells Street, Room 205
Milwaukee, WI 53202-3567

To whom it may concern:

This is list of our personal items that were also damaged. Unfortunately, I do not have the original receipts for these items but enclosed are pictures for you viewing to verify that the items I have listed were damage.

Treadmill	\$300.00
Clothes	\$500.00
Shoes	\$200.00
Luggage	\$400.00
Christmas Tree	\$200.00
TV	\$200.00
Coats/Jackets	\$300.00
Christmas Ornaments	\$200.00
Home Decorations	\$300.00
Car Seats	\$400.00
Frames	\$50.00
Pictures	\$100.00
Electric Saw	\$400.00
Rocking Chair with Ottoman	\$200.00

Comforter Sets \$300.00

Bed Sheets \$200.00

Coffee Table \$200.00

Toys \$200.00

Cooler \$50.00

Dresser \$200.00

Rugs \$180.00

Lawn Mower \$190.00

Speaker \$200.00

Toilet paper \$20.00

Paper towels \$14.00



May 14, 2014

Luz Chavez
1256 S 31st St.
Milwaukee, WI 53215

Mrs. Chavez,

In regards to your recent purchase of a replacement furnace with Sears Home Improvements Inc.

Your Project consultant Jim Krysiak determined that your furnace needed replacement based on industry standards.

Your furnace was involved in flooding caused by sewer backup and there was raw sewage involved.

Manufacturers and industry standards are to replace any furnace where the water level reaches any electrical element of the installation or where waste water is able to get into the body of the system causing health concerns.

It was determined that your system had at least 12 inches of water with raw sewage and still had at least 1 inch of this water in the body of the furnace at the time that Jim had visited with you.

This likely damaged the gas valve and has gotten into the blower section of your furnace and there is no way to insure that these components will still work as the furnace cannot be operated with standing water, and there is no way to insure that the raw sewage can be cleaned out to avoid any risks to your health and that of your family.

Sincerely,

Victor Sawdy
HVAC Project Coordinator
Sears Home Improvements Inc.
13040 W. Lisbon Rd. Ste. #300
Brookfield, WI 53005
(262) 781-0866



Office Location: MILWAUKEE

Proposal Date 05/14/2014		Job Number 17190257		<h1>Sears</h1> <h2>Home Improvement Products</h2>		Sears Home Improvement Products, Inc.	
Customer Name LUZ CHAVEZ						P.O. Box 522290	
Customer's Home Phone (414) 378-8853		Customer's Work Phone				1024 Florida Central Parkway Longwood, FL 32750-7579 Phone (800) 469-4663	
Street Address 1256 S 31ST ST						Contractor License/Registration Number WI (15151, 982570)	
City MILWAUKEE		State WI	Zip Code 53215	ESTIMATE AND PROPOSAL Heating & Cooling			
Installation Address County MILWAUKEE				Is installation within city limits? (Yes/No): YES			
Billing Address (if different from above)		City		State	Zip Code	Project Consultant Name & License No. (if applicable) JAMES KRYSTAK 26045	
Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed							
SYSTEM INFORMATION: Equipment Brand: KENMORE (Split System/Package/Dual Fuel/Straight Cool/Heat Pump/Furnace): <input checked="" type="checkbox"/> R-410A							
SEER: Cooling BTU: KW:							
EQUIPMENT SPECIFICATIONS:				FURNACE FUEL: (Gas/Oil/LP Gas/Electric): GAS			
Existing New				AFUE (up to): 95.00 Heating BTU: 80.00			
MODEL # OF NEW COMPONENT				ELECTRICAL:			
<input type="checkbox"/> FURNACE/FAN COIL G9MXT0801716A				<input checked="" type="checkbox"/> CONNECT TO EXISTING ELECTRICAL			
<input type="checkbox"/> CONDENSER UNIT				<input type="checkbox"/> INSTALL NEW AMP MAIN PANEL			
<input type="checkbox"/> EVAPORATOR COIL				<input type="checkbox"/> NEW DISCONNECT <input type="checkbox"/> FURNACE <input type="checkbox"/> CONDENSER			
<input type="checkbox"/> PACKAGE UNIT				<input type="checkbox"/> NEW GFI OUTLET <input type="checkbox"/> ATTIC LIGHT & RECEPTACLE			
<input checked="" type="checkbox"/> THERMOSTAT 1F95EZ-0671SE				Other:			
<input type="checkbox"/> HUMIDIFIER				DUCT WORK:			
<input type="checkbox"/> AIR CLEANER				<input checked="" type="checkbox"/> RE-USE EXISTING DUCT SYSTEM			
<input type="checkbox"/> UV LIGHT				<input type="checkbox"/> INSTALL NEW DUCT SYSTEM WITH # NEW RUNS			
<input type="checkbox"/> EVAP COOLER				<input checked="" type="checkbox"/> REBUILD PLENUM (Supply/Return):			
				<input type="checkbox"/> NEW TRUNK LINE(S) (Supply/Return):			
				<input type="checkbox"/> NEW RETURN GRILL(S) X X			
				<input type="checkbox"/> EXISTING RETURN GRILL SIZE			
				<input type="checkbox"/> REPLACE REGISTER(S)#			
				<input type="checkbox"/> DUCT CLEANING			
				Other:			
MISCELLANEOUS:							
<input type="checkbox"/> LINE SET <input type="checkbox"/> PAD " x "							
<input type="checkbox"/> DRAIN LINE <input type="checkbox"/> CONDENSATE PUMP							
<input type="checkbox"/> AUXILIARY DRAIN PAN <input type="checkbox"/> Other							
INSULATION:							
<input type="checkbox"/> (Batt/Blown): R-Value							
FLUE VENTING AND/OR CHIMNEY: <input type="checkbox"/> Use existing vent or chimney <input checked="" type="checkbox"/> Install new chimney liner Size: 3"							
<input type="checkbox"/> PVC Vent Pipe for High-Efficiency Furnace <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical <input type="checkbox"/> Type-B Vent Pipe <input type="checkbox"/> Stainless Steel Vent Pipe							
<input type="checkbox"/> 1 Pipe Installation <input checked="" type="checkbox"/> 2 Pipe Installation <input type="checkbox"/> Combustion Air <input type="checkbox"/> Existing <input type="checkbox"/> Modify							
SPECIAL INSTRUCTIONS: 2ND FLOOR STRUGGLES TO GET A/C AND HEAT							
All of the above check boxes and "Special Instructions" section have been reviewed and explained to me.						Customer(s) initials Lc	



Job Number: 17190257

APPROXIMATE START DATE and APPROXIMATE COMPLETION DATE:The work will start approximately 1-2 wks

(Approximate Start Date)

It will be substantially completed by approximately 1 DAY

(Approximate Completion Date)

These dates are subject to change at the time the contract is accepted by Sears Home Improvement Products, Inc. ("Sears") or at any other time by mutual written agreement. Customer understands that the Approximate Start Date is only an estimated date and the Customer will be contacted prior to this date to schedule the actual start date.

ASBESTOS ABATEMENT: This Estimate and Proposal assumes that there are no asbestos containing materials ("ACMs") that would be disturbed in the performance of the installation work. If upon further inspection by the contractor or others it is learned that ACMs have to be disturbed to perform work, then Customer must arrange and pay for abatement of asbestos by a qualified person prior to the start or continuation of work. If Customer fails to arrange for necessary asbestos abatement within thirty (30) days, Sears may cancel this contract upon written notice to Customer.

Customer(s) initials

LC

PLEASE NOTE that Sears is not responsible for correcting any existing code violations or pre-existing conditions of any ductwork, piping, electrical supplies or equipment not being replaced at this time. If additional work is required, it will be the Customer's responsibility. Any additional charges will be quoted and approved prior to the start of any additional work.

Customer(s) initials

LC

THE CONTRACT PRICE INCLUDES:**Price**

2 -Year Master Protection Agreement

☒ \$ 214.00

-Year Repair Protection Agreement

☐ \$

A copy of the terms and conditions of the Master Protection Agreement or Repair Protection Agreement (as applicable) have been provided to Customer.

Customer(s) initials

LC

The TOTAL PRICE including all labor, material, taxes and any applicable discount is \$ 6,292.98

Contract Price \$ 6,281.00

State Sales Tax (0.00 %) \$ 11.98

Local Sales Tax (0.00 %) \$ 0.00

Total Amount Due \$ 6,292.98

Customer Payment is due prior to Sears' placement of Special Order for products.

The form and method by which the Customer(s) will pay is described in a separate Cash/Credit Card Payment Addendum made a part of and incorporated into this contract by reference.

Customer(s) initials

LC

NOTICE TO BUYER: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (FIFTH BUSINESS DAY IN ALASKA, FIFTEENTH BUSINESS DAY IN NORTH DAKOTA IF YOU ARE AGE 65 OR OLDER) AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

ADDITIONAL PROVISIONS

Proposal and Approval. Sears offers to furnish the materials and arrange for their delivery and installation as specified on the first page and/or the attached sketches and specification sheets for the TOTAL PRICE shown. This offer must be approved by the Installation Department. If this is a credit sale or a payment on completion sale, it must be approved by the Credit Sales Department. If this proposal is not approved or the installation cannot be made in accordance with the law, this offer will be withdrawn and any payments you have made will be refunded to you. Any materials left over after the installation has been completed are Sears property and will be removed by Sears.

Installation. I understand that Sears will not install the materials but will arrange for the installation. Sears is not responsible for materials or installation NOT furnished or arranged by Sears. Sears' installation contractor(s) will obtain all building permits required by local law. For homes located in historic or landmark zoning districts, Customer will be responsible for obtaining required approvals and related permits prior to the commencement of work on this contract.

Authorization. I authorize Sears to: (1) arrange for a contractor (licensed where required by law) to make the installation of materials; (2) issue a work order for this installation to a contractor; (3) inspect the installation; and (4) pay the contractor when the installation is complete if I have signed a certificate that the installation has been completed to my satisfaction.

Delays in Installation. I agree that Sears is not responsible for delays in delivery or installation due to weather, fire, strikes, war, government regulations or any causes beyond Sears' control.

Oral Agreements and Changes in Contract. I understand that there are no oral agreements between Sears and me. Everything I expect Sears to do has been included in writing in this contract. Nothing can be changed in this contract unless it is in writing on a separate form accepted by me and Sears.

Responsibility of Buyer. I agree that any information or measurements that I give to Sears are correct and complete. I am responsible for any special work described in this contract.

Electrical & Plumbing Service. I will provide adequate electrical and/or plumbing service(s) to run any newly installed appliances or other furnishings. If the electrical and/or plumbing service(s) do not meet the standards of the utility company or electrical and/or plumbing codes, I will make the necessary changes at my expense unless Sears has agreed in this contract to make the changes.

Payment. I will pay Sears the cash price that covers the price of material and installation as shown on the first page.

Warranty Information. Appropriate product warranty documents will be given to me by Sears. Sears' Warranty on Installation is:

SEARS' LIMITED WARRANTY ON INSTALLATION

In addition to any manufacturer warranty extended to you on the product(s) used (which warranty becomes effective the date the merchandise is installed), if the workmanship (or application) of any Sears' arranged installation proves faulty within one year after the completion of installation, then upon notice from you Sears will cause such faults to be corrected by repair at no additional cost to you. If Sears determines that repair is not commercially practicable or cannot be timely made, then, at Sears' sole discretion, Sears may elect to provide replacement or refund. **Service under this Limited Warranty is available by calling Sears Home Improvement Products at 1-800-222-5030, Option 4.** This warranty gives you specific legal rights, and you may also have other rights that vary from State to State.

Home Mail News Sports Finance Weather Games Groups Answers Screen Flickr Mobile More

Estimate.pdf 1 of 4 Search Mail Search Web LUZ AD...

Compose

Inbox (24)
Drafts (22)
Sent
Spam (111)
Trash (648)
> Folders
> Recent

Sponsored

Paul Davis Restoration
2000 S 4th Street, Milwaukee, WI 53204
PH: (414) 383-3131
PI: (800) 954-2215
Fax: (414) 383-3353
Fed ID #39-1662830

Insured: Luz Chavez
Property: 1256 S 31st St, Milwaukee, WI 53215
Home: (414) 378-8853

May 15

Zip Code
GET A QUOTE

Completed at your house.
Sent we left on site. If
and I will be able to e-mail

t 3:00pm.

SAVE
an average of over
\$497
a year

Fabletics
Your Butt Will
Fabletics by Ki

The following is our estimate for repairs to the above referenced property. It is assumed work will be done at normal working hours unless otherwise discussed.

Claim Number: Policy Number: Type of Loss: <NONE>

Date Contacted: 5/12/2014
Date of Loss: 5/12/2014
Date Inspected: 5/12/2014
Date Received: 5/12/2014
Date Entered: 5/13/2014 2:40 PM

Price List: WIMW8X_MAY14
Restoration/Service/Remodel
Estimate: 16026M1

Send

Tt B I A

Home Mail News Sports Finance Weather Games Groups Answers Screen Flickr Mobile More

Estimate.pdf 3 of 4 Search Mail Search Web LUZ AD...

Compose

Inbox (24)
Drafts (22)
Sent
Spam (111)
Trash (648)
Folders
Recent
Sponsored

Fabletics
Your Butt Will
Fabletics by Ki

Paul Davis Restoration
2000 S 4th Street, Milwaukee, WI 53204
PH: (414) 383-3131
PH: (800) 954-2215
Fax: (414) 383-3353
Fed ID #39-1662830

Summary for Dwelling

Line Item Total	2,695.85
Material Sales Tax	0.79
Services Mat'l Tax	2.57
Subtotal	2,699.21
Service Sales Tax	134.55
Replacement Cost Value	\$2,833.76
Net Claim	\$2,833.76

May 15

Completed at your house.
rent we left on site. If
rd I will be able to e-mail

t 3:00pm.

Zip Code
GET A QUOTE

SAVE
an average of over
\$497
a year

16026M 5/15/2014 Page: 3

Send **B** *I*



 Compose

Job # 16076

e v Collapse All X

Inbox (24)

Drafts (22)

Sent

Spam (111)

Trash (648)

› Folders

- › Recent

 Sponsored



DisneyMovieC
The Disney® M
Movies for \$1

WAIVER TO DISCARD UNSALVAGEABLE CONTENTS

I, Paul Davis, on this date, 5-15-2011, do hereby release and request that Paul Davis Restoration discard any and all of our contents damaged by water leak, on or about 5-12-11 and described as follows: clothing, furniture, books, kitchen appliances, etc. now stored in Paul Davis Restoration Redwood City, CA, including furniture, books, and property from above listed items.

I have inventoried these contents, or they have been inventoried as unsalvageable, and I hereby release them for disposal. I also recognize the following:

- 1) Only my insurance company can/ will reimburse me for my unsalvageable contents possessions.
- 2) The unsalvageable inventory of my damaged property has been completed to the satisfaction of my insurance carrier.
- 3) Should my insurance carrier deny any part of my unsalvageable contents claim, Paul Davis Restoration will not be liable for my loss.
- 4) Once the unsalvageable contents are properly discarded, they cannot be returned.
- 5) Paul Davis Restoration will not be held responsible for any omissions made to the unsalvageable inventory.
- 6) I recognize that any representation made by Paul Davis Restoration or their agent regarding the salvageable and/ or unsalvageable of any contents item is offered as opinion only. Proper coverage questions should be addressed to my insurance carrier.
- 7) Jenic will be donated to the Paul Davis Restoration Charitable Foundation, a licensed 501(c)(3) organization.

Initial _____

8) I would like a Donation Certificate mailed to me.

Initial _____

I accept this Waiver to Discard Unsalvageable Contents.

Insured Ray Chase Date 5-24-17 Paul Davis Restoration & Remodeling

Paul Davis Restoration of Southeast Wisconsin, Inc.
2000 South 4th Street • Milwaukee, WI 53204 • (414) 383-3131 • Fax: (414) 383-3353

Send

Tt B I A      abn ✓ <<

Walgreens

#07809 2625 W NATIONAL AVE
MILWAUKEE, WI 53204
414-383-4021

221 3421 0021 05/20/2014 7:10 PM

INTERNET PHOTO 483882 A 8.32 SALE
RETURN VALUE 8.32
INTERNET PHOTO 483881 A 8.73 SALE
RETURN VALUE 8.73

SUBTOTAL 17.05
SALES TAX A=5.6% 0.95

TOTAL 18.00
VISA ACCT 6125 18.00
CHANGE .00

THANK YOU FOR SHOPPING AT WALGREENS

REDEEM AT THE REGISTER WITH AS FEW AS
5000 POINTS. RESTRICTIONS APPLY, SEE
PROGRAM RULES FOR DETAILS. PLEASE GO
TO WALGREENS.COM/BALANCE.

REF# 0780-9213-4212-1405-2003



Pictures

Thank You for shopping at Sears

Please retain this copy for comparison with your monthly statement or in case of return or exchange. Restocking Fee or Cancellation Fee may apply. See associate for details.

Sears

SOUTHRIDGE S/C 01082
5200 S 76TH ST
GREENDALE, WI 53129-1116
414-423-4700



SALESCHECK # 010821223571

REWARDS CARD #: XXXXXXXXXXXX1871

PURCHASER: LUZ A. CHAVEZ
CUSTOMER: LUZ A. CHAVEZ
ADDRESS: 1256 S 31ST ST
CITY/STATE: MILWAUKEE, WI
ZIP CODE: 53215
PHONE: 414-378-8853 414-378-8420

EXPECTED DATE: 05/14/14

INSTALLATION DATE: 05/16/14

SPECIAL INSTRUCTIONS:

HAUL AWAY

TRAN# PG/STORE REG# ASSOC#
3571 10 01082 122 92734

**MERCHANDISE HOLDING
CUSTOMER PICKUP**

2042 33166 KEN 6 40G, DVR 327.00

INSTALL ALSO SOLD

10 42333187 MI WH GAS MDS 219.99

10 42469187 AI WH HAUL MDS 20.00

10 99888187 BLDG PERMI 78.00

SUBTOTAL 644.99

NON-TAXABLE - INSTALLED .00

CARD TYPE: SEARS ACCOUNT

ACCT #: S1334/0

AUTH CODE: 014694/E

05/14/14 SEARS ACCOUNT TOTAL 644.99

STATE: WI

RC: 4139-3793-4785-1839-0619

You are a BASE Member

NAME _____

ADDRESS _____

I acknowledge receipt of merchandise and/or services in the total amount shown hereon and agree that this credit purchase is subject to my Agreement with the credit card issuer.

X

PURCHASED BY

Water heater

sears

Customer Name:

CHAVEZ

Phone #:

MODEL #

SERIAL #

WAIVER OF LIEN: To Whom It May Concern: I, the undersigned Contractor, having performed the above referenced work, do hereby certify that the work referred to has been completed to the customer's satisfaction. I have not filed any liens on the premises and I hereby waive and relinquish all liens and all rights and claims of liens which I, the undersigned, now have or may hereafter have for labor or material furnished for Direct Replacement. I certify that all work performed and materials furnished, if any, by any other party or parties upon the order of the undersigned, has been fully paid for. Further, I agree to cause the prompt release of any mechanic's lien which may be filed against the premises by any subcontractor, laborer, mechanic, or material supplier claiming the right to file such a lien through work related to above referenced Direct Replacement work. I agree to hold harmless and indemnify the above referenced customer or The Retailer, from and against all costs and expenses arising from or by reason of such lien or the release or discharge of such liens.

Contractor Signature

Date

5-16-14

Installation Company

Installation Management Inc

Phone #:

1-262-456-4815

NOTICE TO CUSTOMER: Do not sign below until installation is satisfactorily completed and damage policy is acknowledged. I understand to check my delivered/installed item(s) for damages upon arrival and before the installation team leaves. I have the right to refuse damaged items and must report any visible damage to products or personal property within 72 hours of home delivery/installation. If delivered or installed items or personal property with visible damage are not reported within this time frame the refund, exchange or claim may not be accepted. To report damages and obtain the required claim number, call 1-262-456-4815 between the hours of 6:00am and midnight CST seven days a week (except Christmas Day). I understand the requirement to report visual damages within 3 days. I have reviewed the work performed and I acknowledge the satisfactory completion of all referenced work.

Customer Signature X

Date

5-16-14

INITIAL

Approval of Product Placement: I am satisfied with the placement of the appliance(s).

HOME OWNER PRESENT:

YES

NO

(circle one)

Pre-Existing Damage: YES

NO

(Circle One) DOCUMENT DAMAGE BELOW:

Customer Initial

LC

Installer Caused Damage: YES

NO

(Circle One) DOCUMENT DAMAGE BELOW:

Customer Initial

LC

PERMIT RESPONSIBILITY - PLUMBING & ELECTRICAL - I will schedule my inspection once I receive notification from IMI of the Permit(s) Number and Municipality Contact Information. Failure to complete the inspection leaves me liable for all penalties/fees/additional charges. If my inspection fails, IMI will correct the issue at cost as this indicates a code was overlooked, misinterpreted, recently added or enforced, etc. If an electrical permit is required, IMI will contact me to update my site with the code required electrical disconnect. I can decline IMI's additional costs for an Electrical Disconnect which makes this code required upgrade my responsibility. If the municipality notifies me it is required I will take the required steps necessary to upgrade my electrical as it relates to this installation. Failure to complete the electrical portion may cause the plumbing inspection to fail which leaves me responsible for all penalties, re-inspection fees and cost to correct.

X

Customer (or Adult Present) Signature and Date

Date

5-16-14

I have WAIVED IMI's RESPONSIBILITY FOR THE ELECTRICAL DISCONNECT: Customer Initial

CHIMNEY LINER - If IMI indicates that a Chimney Liner is required IMI will schedule the installation of the Chimney Liner. I can opt to hire an outside contractor to install my Chimney Liner within 2 weeks of the installation date. Failure to complete the chimney liner may cause the plumbing inspection to fail which leaves me responsible for all penalties, re-inspection fees and cost to correct.

X

Customer (or Adult Present) Signature and Date

Date

I have WAIVED IMI's RESPONSIBILITY FOR THE CHIMNEY LINER: Customer Initial

ADDITIONAL WORK NEEDED BEFORE INSTALLATION: Contact a local professional to complete the pre-required work listed below:

INSTALLER RECOMMENDS RESELECTING PRODUCT: Specific Measurements or Details for Product Reselection:

WAIVER OF LIABILITY: Additional charges may be required to ensure a Professional Installation. If you decline IMI's recommendation of additional work, IMI and Sears will not be liable for any potential issues, service calls, municipality fines, penalties or damage claims that may follow. This relates to the Description of Work listed in this section.

WATER HEATER NO GOOD DUE TO FLOODING FROM SEWER

Customer Initial

SPECIFIC COMMON WAIVERS OF LIABILITY:

CUSTOMER INITIAL Linoleum Flooring Waiver: IMI is not liable for tears, rips or similar damage to the flooring.

CUSTOMER INITIAL Existing Waterline Waiver: IMI is not liable for water leaks or water damage due to existing waterline and connections.

CUSTOMER INITIAL Laminate Countertops Waiver: IMI is not liable for chips, nicks or scratches to the countertops.

CUSTOMER INITIAL Decline Additional Charges Waiver: IMI is not liable for potential issues that may occur from the direct replacement of my purchased product(s) because the recommended upgrades have been denied.

Water heater

Installation Management Change of Spec Receipt			Customer Name		Date	
			CHAVEZ		3-16-14	
Electric Range/Dryer Cords			Black Iron		PVC	
4 Ft Dryer 3 Prong	\$95.00		1/2" Cap	\$8.00	2" Coupling	\$8.00
4 Ft Dryer 4 Prong	\$40.00		1/2" Union	\$15.00	3" Coupling	\$15.00
4 Ft Range 3 Prong	\$45.00		1/2" 90 Degree ST Elbow	\$10.00	3" X 2" Reducer Coupling	\$20.00
4 Ft Range 4 Prong	\$50.00		1/2" 90 Degree Elbow	\$8.00	2" 90 Degree Elbow	\$10.00
Clamps/Ties			1/2" 45 Degree Elbow	\$10.00	3" 90 Degree Elbow	\$25.00
Small Hose Clamp	\$4.00		1/2" Coupling	\$8.00	2" 45 Degree Elbow	\$10.00
Medium Hose Clamp	\$4.00		3/4" X 1/2" Reducer Cplg	\$8.00	3" 45 Degree Elbow	\$25.00
Large Hose Clamp	\$4.00		3/4" X 1" Reducer Cplg	\$10.00	2" X 10 Ft Pipe	\$9/ft
Nylon Ties 8"	\$0.20		3/4" X 1/2" Hex Bushing	\$8.00	3" X 10 Ft Pipe	\$13/ft
Gas Range/Dryer Gas Line			1/2" Tee	\$8.00	Galvanized	
4 Ft Dryer Gas Line	\$45.00		1/2" X Close Nipple	\$7.00	1/2" X 1/4" Bushing	\$9.00
4 Ft Range Gas Line	\$45.00		1/2" X 1 1/2" Nipple	\$7.00	1/2" Tee	\$8.00
Venting Kits			1/2" X 2" Nipple	\$7.00	1/2" X Close Nipple	\$7.00
Dryer Vent Kit	\$65.00		1/2" X 2 1/2" Nipple	\$7.50	1/2" X 1 1/2" Nipple	\$7.00
Washer Hose			1/2" X 3" Nipple	\$8.00	1/2" X 2" Nipple	\$7.50
6 Ft Washer Hose	\$30.00		1/2" X 3 1/2" Nipple	\$8.00	2 FT X 3" Pipe	\$15/ft
Dishwashers			1/2" X 4" Nipple	\$8.00	2 FT X 4" Pipe	\$20/ft
10 Ft SS DW Line w/ Elbow	\$45.00		1/2" X 4 1/2" Nipple	\$9.00	3" Adjustable Elbow	\$20.00
6 Ft SS DW Line w/ Elbow	\$40.00		1/2" X 5" Nipple	\$9.00	4" Adjustable Elbow	\$20.00
P Trap w/ Adapter	\$40.00		1/2" X 5 1/2" Nipple	\$9.00	CPVC	
DW Tailpiece 1 1/2" X 8"	\$45.00		1/2" X 6" Nipple	\$9.00	1/2" Coupling	\$5.00
Exp Tube-Slip Joint Connect	\$40.00		1/2" X 2 FT Nipple	\$25.00	1/2" 90 Degree Elbow	\$5.00
DW Tailpiece 1 1/2" X 16"	\$40.00		1/2" X 3 FT Nipple	\$30.00	1/2" Male Adapter	\$5.00
Air Gap Kits	\$125.00		1/2" X 4 FT Nipple	\$35.00	1/2" X 10 Ft Pipe	\$5.00
Air Gap w/ Cap	\$75.00		3/8" X Close Nipple	\$15.00	1/2" Tee	\$10.00
1/2" Sweat Ham. Arrest.	\$75.00		3/8" X 1 1/2" Nipple	\$15.00	1/2" Female Adapter	\$6.00
1/2" FIP Ham. Arrest.	\$75.00		3/8" X 2" Nipple	\$15.00	3/4" Tee	\$6.00
3/8" Comp Ham. Arrest.	\$75.00		3/8" X 2 1/2" Nipple	\$20.00	3/4" Coupling	\$6.00
5/8" Comp Ham. Arrest.	\$75.00		3/8" X 3" Nipple	\$20.00	3/4" Male Adapter	\$6.00
EZ Brackets	\$30.00		3/8" X 1/2" Reducer Cplg	\$15.00	3/4" 90 Degree Elbow	\$8/ft
7/8" X 50 Ft Drain Hose	\$8.00/ft		3/4" X 2" Nipple	\$14.00	3/4" X 10 Ft Pipe	\$10/ft
5/8" X 50 Ft Drain Hose	\$8.00/ft		3/4" X 2 1/2" Nipple	\$15.00	1" X 10 Ft Pipe	\$14/ft
Fittings/Reducers/Compression			3/4" X 3" Nipple	\$15.00	Ball Valves	
Garden Hose DW Adapter	\$20.00		Copper Sweat		3/4" Sweat Ball Valve	\$75.00
1/2" F X 3/8" M Comp Reducer	\$20.00		3/4" X 1" Reducer	\$15.00	3/4" Threaded Ball Valve	\$75.00
3/8" F X 1/4" M Comp Reducer	\$20.00		3/4" Coupling	\$8.00	1" Sweat Ball Valve	\$95.00
5/8" X 3/8" Comp Union	\$20.00		3/4" Tee	\$20.00	1" Threaded Ball Valve	\$95.00
1/4" X 1/4" Comp Union	\$15.00		3/4" 90 Degree ST Elbow	\$15.00	Electrical Parts	
3/8" X 1/2" Comp Union	\$15.00		3/4" 90 Elbow	\$13.00	6' DW Electrical Cord	\$20.00
3/8" DW Elbow	\$15.00		3/4" 45 Degree Elbow	\$14.00	Electric Clamp for DW Cord	\$5.00
3/8" X 3/8" Comp Union	\$15.00		3/4" 45 Degree ST Elbow	\$14.00	Single Handy Box	\$50.00
3/8" X 3/8" X 1/4" Max Adapter	\$25.00		3/4" Male Adapter	\$14.00	Double Handy Box	\$50.00
1/4" Comp Cap	\$10.00		3/4" Female Adapter	\$20.00	Single Receptacle	\$20.00
3/8" Comp Cap	\$12.00		1/2" Tee	\$9.00	Single Duplex Covers	\$5.00
1/2" Flare X 1/2" FIP	\$20.00		1/2" Female Adapter	\$14.00	4" X 4" Handy Box Cover	\$8.00
1/2" Flare X 1/2" MIP (3/8" FIP)	\$20.00		1/2" 90 Degree Elbow	\$8.00	4" X 4" HB Cover w/ 1/2" KO	\$10.00
1/2" Flare X 3/4" MIP (1/2" FIP)	\$25.00		1/2" Coupling	\$8.00	Stop Valves	
15/16" Flare X 1/2" MIP (3/8" FIP)	\$25.00		1/2" Male Adapter	\$13.00	5/8" X 3/8" Comp Angle	\$75.00
15/16" X 3/4" MIP (1/2" FIP)	\$25.00		1" Coupling	\$14.00	5/8" X 3/8" Comp Straight	\$75.00
			1" Female Adapter	\$25.00	1/2" FIP X 3/8" Comp Angle	\$75.00
			1" 90 Degree ST Elbow	\$25.00	1/2" FIP X 3/8" Comp Straight	\$80.00
Waterlines for IceMakers			1" 90 Degree Elbow	\$20.00	Gas Cocks	
1/4" Brass Insert	\$1.00		3/4" X 10 Ft Pipe	\$15/ft	1/2" Gas Cock	\$75.00
Saddle Valve	\$45.00		1/2" X 10 Ft Pipe	\$15/ft	3/4" Gas Cock	\$80.00
1/4" Compression Nut	\$1.50		1" X 10 Ft Pipe	\$18/ft	1" Gas Cock	\$90.00
1/4" Plastic Sleeve	\$1.00		Miscellaneous Fees			
1/2" X 1/2" X 1/4" Tee Valve	\$45.00		Plumbing Permit	Varies		
1/4" OD X 100' Pex Tubing	\$5/FT		Electrical Permit	Varies		
PEX IceMaker Kit	\$75.00		Delivery ONLY 1 Item	\$45.00		
			Delivery ONLY each add'l	\$10.00		
			Haul Away (per Item)	\$15/ea		

Additional Explanation (if needed) and Less Common Change of Specification Details:

CHANGE OF SPECIFICATION/AFFIRMATION: This is to confirm that the Contractor assigned to my job has notified me of additional work or parts needed. I agree to the changes in the original Retailer Installed Merchandise Agreement in the amount shown below and I acknowledge receipt of merchandise and/or services. If I pay by credit or debit card, I agree that the credit purchase is subject to my Agreement with the credit card issuer identified hereon. Checks returned for insufficient funds and credit card payments disputed or declined may result in additional penalties and fees in addition to a possible lien placed on the Installation site address.

Total Amount of Additional \$ Collected	CREDIT CARD	DEBIT CARD	\$ 230.00	Signature X	LUZ A CHAVEZ
Acceptable Credit/Debit Cards are ONLY: MasterCard, Visa, American Express, Discover	CASH	CHECK			
Check: Check #	Driver's License #	NOTE: Credit or Debit Card Transactions will appear on your Statement as: Home Appliance Installs www.TeamIMi.com			
Credit/Debit: Card Type MC	Name EXACTLY AS on Card LUZ A CHAVEZ	Exp. Date 8/15			
Card # 5121 0720 2911 4362	cvv 888	Auth #			
Personal Information is kept confidential and destroyed after processing payment as is required by the Retailer. If concerned, call IMI at 262-456-4815					

SALES CHECK # 010821260867

REWARDS CARD #: XXXXXXXXXXXX1871

DELIVER TO: CUSTOMER

PURCHASER: LUZ A. CHAVEZ

CUSTOMER: LUZ A. CHAVEZ

ADDRESS: 1256 S 31ST ST

CITY/STATE: MILWAUKEE, WI

ZIP CODE: 53215

PHONE:

414-378-8853 414-378-8420

DELIV. DATE:

06/02/14 07:00 AM - 09:00 PM

DELIV INSTR:

PLEASE CALL CUSTOMER PRIOR TO DELIVERY

TRAN# PG/STORE REG# ASSOC#

0867 10 01082 126 1552

RINGING ASSOC # 1552

**MERCHANDISE ORDERED
CENTRAL DELIVERY**

26 65102 KME ELEC SAL 449.99T
ORDERED

SET UP & PUT IN PLACE

70 26354292 3Y HOMEMPA MDS 109.99T

EXPIRES: 06/02/17

26 49914 EDRY DELV, MDS 54.98T

ORDERED

SET UP & PUT IN PLACE

NON-REFUNDABLE DELIVERY FEE .00

SUBTOTAL 614.96

OUT OF AREA TAX 05.600% 34.44

CARD TYPE: SEARS MASTERCARD

ACCT # W4362/0

AUTH CODE: 030166/E

REASON: PROMOTIONAL

NO INTEREST IF PAID IN FULL WITHIN

12 MONTHS DEFERRED INTEREST

FINANCING WHEN YOU USE YOUR SEARS
CARD

IF THE DEFERRED INTEREST BALANCE IS NOT

PAID IN FULL BY THE END OF THE

PROMOTIONAL PERIOD INTEREST CHARGES

WILL BE IMPOSED FROM THE DATE OF

PURCHASE AT RATES OTHERWISE APPLICABLE

UNDER YOUR CARD AGREEMENT. MINIMUM

PAYMENTS REQUIRED. SEE CARD AGREEMENT

FOR DETAILS.

05/30/14 DELAYED TOTAL 649.40

Dryer



SPECIAL SERVICES CUSTOMER INVOICE

Store 4941 SE MILWAUKEE
150 WEST HOLT AVENUE
MILWAUKEE, WI 53207

Phone: (414) 481-8770
Salesperson: MPN323
Reviewer:

customer copy
STORE COPY

Name		Home Phone	
CHAVEZ		(414) 647-0806	
Address		Work Phone	
1256 S 31 ST.		(414) 645-4540 x 355	
Company Name			
Job Description		GE ADORA WASHER	
City	MILWAUKEE	County	MILWAUKEE
State	WI	Zip	53215

VENDOR DIRECT SHIP #1				MERCHANDISE AND SERVICE SUMMARY				We reserve the right to limit the quantities of merchandise sold to customers.			
S/O - MERCHANDISE TO BE SHIPPED:				S/O G.E. APPLIANCES REF #S01				ESTIMATED ARRIVAL DATE: 12/20/2006			
REF #	SKU	QTY	UM	DESCRIPTION		PRICE EACH	EXTENSION				
S0101	412-453	1.00	EA	WHDVH626FWW /WHDVH626FWW		\$764.10	\$764.10				
S0102	174-602	1.00	EA	M901 HAUL AWAY /M901 HAUL AWAY		\$0.01	\$0.01				
S01FR	811-860	1.00		APPLIANCE DELIVERY		\$55.00	\$55.00				
VENDOR WILL SHIP MDSE TO:				LUZ CHAVEZ							
ADDRESS: 1256 S 31 ST.				CITY: MILWAUKEE							
STATE: WI		ZIP: 53215		COUNTY: MILWAUKEE		SALES TAX RATE: 5.600		MERCHANDISE TOTAL:		\$819.11	
PHONE: (414) 647-0806				ALTERNATE PHONE: (414) 645-4540				PAGER: (0) -			
END OF VENDOR DIRECT SHIP											

NOT VALID FOR MERCHANDISE

Washer

Check your current order status online at
www.homedepot.com/orderstatus

**EMERGENCY AUTHORIZATION
INITIAL DAMAGE ASSESSMENT
AND
EMERGENCY REPAIRS**



The undersigned ("Owner"), with regard to the property identified below (the "Project Site"), pursuant to this Emergency Authorization ("Agreement") authorizes Paul Davis Restoration of S.E. Wisconsin, Inc. ("Contractor"), subject to the Terms and Conditions included herewith to make:

- (1) An initial assessment of the damage to the Project Site ("Initial Damage Assessment"), as defined below, and
- (2) Emergency Repairs to the Project Site (the "Work"), as defined as below.

OWNER: Luz Chavez

PROJECT SITE: 1296 S 3rd St Milwaukee WI 53215
Street Address City State Zip Code

Project Site is OWNED or LEASED by Owner (circle one). Date damage occurred: 5/12/2014 (mm/dd/yyyy)

INITIAL DAMAGE ASSESSMENT:

- (1) Source of damage: FIRE SMOKE WATER OTHER _____ (circle all that apply)
(2) Type of damage: FIRE SMOKE WATER OTHER _____ (circle all that apply)

Based upon the source and type of damage, Owner and Contractor agree to the following to attempt to mitigate further damage and/or to attempt to prevent secondary damage from occurring to the Project Site.

WORK: Removal of affected materials, applying of antimicrobial, setting of drying equipment

PRODUCTS AND MATERIALS: _____

WORK DATES: The work is estimated to begin on 05/13/2014 (mm/dd/yyyy)

The work is estimated to take 3-5 (number of days, not including weekends and holidays) to complete.

PRICE:

(1) Lesser of \$ 3200 or _____ /person/hour spent conducting the Initial Damage Assessment and the Work.

PLUS
(2) Products and Materials used in the Work. Products and Materials used in the Work, but not consumed (for example, dehumidifiers, fans, non-disposable respirators, dumpster and scaffolding) will be charged on a per/ hour or per/day basis. Products and Materials used and consumed in the Work (for example, lumber, nails, and disposable tarps, gloves, goggles, boots and respirators) will be charged on a cost basis plus a mark-up standard for such items.

INSURANCE: Home Insurance

Insurance company name and address, and policy name and number. Owner agrees to direct its Insurance Company to Contract as direct loss payee, and to endorse to Contractor any payments there from made as a result of the Initial Damage Assessment and the Work.

MORTGAGE HOLDER(S): _____

Name and address of holder(s) of all mortgages on the Project Site. Owner agrees to direct all of its mortgage holder(s) to endorse to Contractor any payments received as a result of the Initial Damage Assessment and the Work.

OWNER'S REPRESENTATIONS: (1) Owner has read and understands this Agreement, including the Terms and Conditions (2) Owner has been provided for his/her own records a copy of this Agreement and the Terms and Conditions, and (3) by signing this Agreement, Owner is agreeing to authorize Contractor to provide the Initial Damage Assessment and the Work, and to pay Contractor as set forth herein.

OWNER'S RIGHT TO CANCEL. Owner may cancel this Agreement by mailing to Contractor at 2000 South 4th Street Milwaukee, WI 53204, before midnight of the third (3rd) day after the date after the Owner signed this Agreement, a notice signed by Owner stating "I hereby cancel" and adding Owner's name and address. Owner may use this page as the notice by writing, "I hereby cancel" on this page and mailing it to the Contractor as provided above.

Owner remains liable for labor and materials furnished. No cancellation of this Agreement by Owner will relieve Owner of any obligation to make proper payment when due for the value of all labor, services, equipment rental, set-up and take down charges, and products and materials furnished or delivered to the Project Site by Contractor and all subcontractors and material suppliers prior to the time of cancellation. Owner should read carefully paragraph 19 of the "Terms and Conditions" regarding persons or entities furnishing labor or materials on the Project Site who may have lien rights on the Project Site if not paid.

OWNER

Luz Chavez 5/13/14
Signature Date
Luz Chavez
Print Name

PAUL DAVIS RESTORATION OF S.E. WISCONSIN

Signature Date

Print Name
See attached Terms & Conditions Form #0108
Owner initials LC Date 5-12-14





































































