

Erik Luna

1565 S. 35th ST

MILWAUKEE, WI 53215

(414) 501-0005

CITY OF MILWAUKEE
18 NOV '22 AM 11:50

alacran82@live.com

CITY CLERK'S OFFICE
OFFICE OF CITY ATTORNEY
18 NOV '22 AM 10:43

To Whom this letter may concern.

I would like to make a claim for damage to my drain. 3 months after purchasing my property I notice that ~~water~~ water from the sewer starting going into the basement. At the moment I didn't think much of the situation only that the drain my clogged up. After calling someone to take a look at it they came out and unclogged but later on the problem persisted. I decided I would wait some time to call someone to fix the issue because recently I had just purchased my home and I didn't have the money. I got in contact with MGA Sewer, water, and gas contact number (414) 233-2981. When this company came out to inspect it they told me that the trap was broken. Which the estimate was \$10,000⁰⁰. I wanted some time to be able to save money for the repair. On May 02 2021 I approved the job. Prior to me approving the job I called the city of Milwaukee so that they could take a look at the problem with my drain. They sent someone and told me that the problem was in my property and that repairs were my responsibility. One that repair was done they came across a problem stating the drain was

broken beyond my property, which would be an additional cost. At that point I decided to get in contact with my house insurance which they told me it wouldn't be covered to get in contact with the city of Milwaukee again. Which the city of Milwaukee sent someone and told me that there was no problem. I waited some time because the estimate cost for this repair would be an additional \$12,000⁰⁰. I got another drain specialist Silver Speed Sewer (414) 750-5194. Which they were the ones that did this other repair once doing this current repair they came across the connection for the drain of the city was never connected to my property which at this point to fix this it would be an addition \$13,000⁰⁰. The connection for the drain not being done properly or never connected was the reason why I have been getting all these problems with the drain. At this point I have been paying all this money that some is had to borrow. When everything could have been avoided if the work was done properly from the beginning. I think that the city of Milwaukee has some fault on this and I would like to be reimburse for some of the work that was done. I hope you understood

Where am coming from and my frustration with this problem. I will be waiting on getting a responds from you.

Thank you in Advance.

Proposal

Page # _____ of _____ pages

Buditei Plumbing, Sidor Spod,
 and Sewer and Drain and
 Excavating, Plumbines
 Joseph Jose 076 @ Gmail.com
 (414) 254 0946 (414) 7505194

PROPOSAL SUBMITTED TO: Erik Luna	JOB NAME Plumbines	JOB #
ADDRESS 1565 S 35 ST	JOB LOCATION 1565 S 35 ST	
Milwaukee WI 53215	DATE 8/29/22	DATE OF PLANS
PHONE # (414) 5010005	FAX #	ARCHITECT

We hereby submit specifications and estimates for: Sanitary Sewer repair
 about 10' FT at Parkin Lane
 plumbing inspection includ -
 materials - and labor - includ -
 Conerct restoration includ - 6 x 4' WHID - Cot
 install new pipe by plumbing code
 plumbing code materials
 Extras and, THE repair NOT includ -
 total cost \$12000.00
 Down payment \$5000.00 8/29/22 - Cash money

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:
 \$ _____ Dollars

with payments to be made as follows: Rest of money when job is complet.

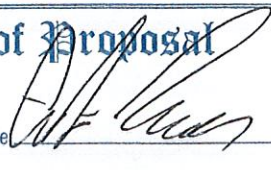
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted
 Greg Proell
 Jose Rojas

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature 

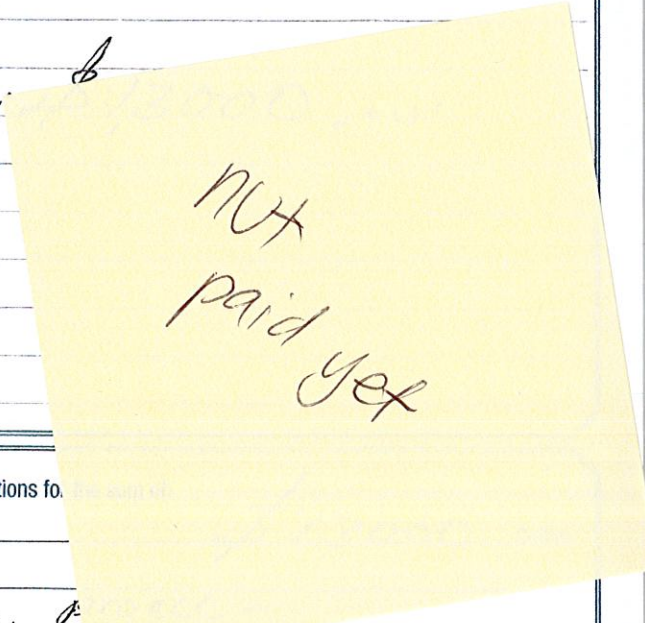
Bidding Proposal

Silver Speed -
Sewer and drain and cleaning
and plumbing
Joseph Jose 076 @ G Mail .com
(414) 750 5194.

PROPOSAL SUBMITTED TO: <i>Erik Luna</i>	JOB NAME	JOB #
ADDRESS <i>1565 S 35 ST</i>	JOB LOCATION	
<i>Milwaukee WI 53215</i>	DATE <i>10/31/22</i>	DATE OF PLANS
PHONE # <i>(414) 5010005</i>	FAX #	ARCHITECT

We hereby submit specifications and estimates for: *2* In part. Sanitary Sewer repair
 From parking line TO MAIN HOLE CONNECTION,
 install 6" SQ. 40' Sanitary Sewer pipe.
 core a HOLE at city MAIN HOLE and install
 Sanitary - Sewer pipe.
 Labor and Materials included.
 Plumbing - inspection - included.
 Restoration of the Street included -

Total - cost - For 2nd - repair



We propose hereby to furnish material and labor - complete in accordance with the above specifications for
 \$ _____
 with payments to be made as follows: _____
 Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.
 Respectfully submitted *Erroy. Jose*
 Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.
 Signature *[Signature]*
 Date of Acceptance *10/31/22* Signature _____











MGA Sewer . Water . Gas

3052 N 34th St
 Milwaukee, WI 53210
 (414) 233-2981



Invoice # : 10786
Acc / Cust # : 1275
Technician: Mariell B
Secondary Technician: N/A
Date: 06/14/2021

Billing Address:

Erik Luna
 1565 South 35th Street
 Milwaukee WI 53215
 (414)712-1188
 Alacran82@live.com

Service Address:

Erik Luna Ruiz
 1565 South 35th Street
 Milwaukee WI 53215
 (414)712-1188
 Alacran82@live.com

TASK	WORK DESCRIPTION	WARRANTY	RATE	QTY	TOTAL
PA7A	Band-Aid: Quick Fix Drain Clearing Note * Pipe seems that it could have shifted or stones could be in the pipe due to a possible brake. Unable to get further an 15 to 20 feet. Drain not cleared.	NA	318.00	1.00	318.00

Service Agreement:	N/A	
Customer POWO:		Customer Auth #:
Recommendations:	NA	

Terms & Conditions / Approval / Start Override: MB Completion Override:	Method of Payment - Billing - Check Card [\$318.00] Auth Code 710458 Card # 5663 <div style="text-align: right;">PAID</div>	Change Order: Sub Total: \$ 318.00 Tax: (0 %) \$ 0.00 Estimate: \$ 0.00 Grand Total: \$ 318.00 Amount Paid / Adjustment: \$ 318.00 Balance Due: \$ 0.00
	Waiver Of Right Override:	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Other _____

Make Payable To: MGA Sewer . Water . Gas, 3052 N 34th St Milwaukee WI 53210

For a copy of Terms & Conditions / Waiver that were signed in the presence of technician, please visit: mga.skyness.com/TandC/1

MGA Sewer . Water . Gas

3052 N 34th St
 Milwaukee, WI 53210
 (414) 233-2981
 www.mgaoutreach.com

**Authorization to Start Work**

Home Improvement Contract I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by **MGA Sewer . Water . Gas** at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guaranteed figure for the completion of work on my home. I understand that **MGA Sewer . Water . Gas** will only perform the work outlined above unless it obtains a further agreement from me.

Terms & Conditions:

1. MGA Sewer . Water . Gas does hereby warranty the services provided by it for the period stated on the Contract. This warranty covers service and labor only. Any and all parts installed as part of the work by **MGA Sewer . Water . Gas** is covered by the manufacturer's warranty only. Customer shall have no recourse against **MGA Sewer . Water . Gas** for the defects in parts utilized. This warranty is limited to defects in workmanship not caused by intervening acts such as mistreatment or neglect by customer. If a defect in workmanship is detected, customer shall promptly notify **MGA Sewer . Water . Gas** of the defect and shall allow **MGA Sewer . Water . Gas** the opportunity to complete repairs of the defective workmanship. This remedy is exclusive. If customer fails to notify **MGA Sewer . Water . Gas** of the alleged defect in workmanship and not allow **MGA Sewer . Water . Gas** the opportunity to repair the defect, customer shall have no remedy at law.

2. Limitations of Liability. Customer understands and agrees that **MGA Sewer . Water . Gas** shall not be liable for any damage caused as a result of existing improper, worn, rusted or defective plumbing, pipe fixtures, walls, flooring, and/or roofing. Customer further understands and agrees that **MGA Sewer . Water . Gas** shall not be liable for any incidental or consequential damages which result from materials supplied of services rendered.

3. Resolution of Disputes. A. Customer agrees that all disputes under this agreement shall be litigated in courts chosen by **MGA Sewer . Water . Gas**. B. Customer further agrees that the Law of the State shall apply to all disputes between the parties hereto.

4. Attorney's Fees. It is hereby agreed between the parties hereto that the prevailing party in any action instituted, relating, or referring to this agreement, shall have additional rights to recover his/her attorney's fees and costs in addition to the cost of the action itself.

5. Entire Contract. This agreement replaces and supersedes any and all previous agreements, written or oral, with respect to the work to be performed by **MGA Sewer . Water . Gas**. Should any one or more of the contract provisions be determined illegals and/or unenforceable, all remaining provisions shall nevertheless remain effective.

6. Amendments. Amendments to this agreement may only be made in writing and signed by Change Order.

7. Warranty of Ownership. Customer does hereby represent that he or she is the owner or the authorized agent of the owner of the real property which **MGA Sewer . Water . Gas** will commence work.

8. Force Majeure. **MGA Sewer . Water . Gas** shall not be liable under the provisions of this agreement for damages on account of strikes, lockouts, accidents, fires, delays in manufacturing, delays of carriers, acts of God, governmental actions, state of war, or any other cause beyond the control of the manufacturer whether or not similar to those enumerated

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duty or responsibility or liability all of which is expressly waived by you for losses, fines, penalties, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair, replacement, relocation, loss of use of building, or building equipment and systems, or personal injury, sickness or disease associated with mold, fungi, rust, corrosion or other bacteria or organisms. Any implied warranty of workmanlike construction, implied warranty of habitability or an implied warranty of fitness for a particular use hereby waived and disclaimed.

10. Work and Supplies: Contactor will supply all plumbing materials unless otherwise noted. (Included in the presented price.) All work to be started within 24 hrs of initial deposit &/or Signed (accepted) Authorization to contractor. This Proposal is good for 30 days. The balance (if any) is to be satisfied in full WITHIN 2 days of completion. Any alterations or modifications made by others will void the 12 month warranty.

Mechanic's Lien Warning Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record a mechanic's lien and sue you in court to foreclose the lien. If a court finds the lien is valid, you preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 20 Day Preliminary Notice this notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **Protect yourself from liens.** You can protect yourself from liens by getting a list of all subcontractors, laborers and suppliers that work on your project. Make sure every person has been paid in full after completion of each phase in writing. **Remember, If you do nothing, You risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Assessments are what Professionals Do!! Photos, Videos and verbal descriptions are no substitute for a licensed professional PHYSICALLY assessing the situation. We travel, shop, GO to a medical professional, and attend Live events because there is nothing like Physically being there and Viewing the real thing!!

Conditional LEIN WAIVER This shall apply For Value received (recognized as payment added) to invoice. **MGA Sewer . Water . Gas** hereby waive ALL rights and claims for lein on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for the property owner by this contracting firm for professional services same being situated in Milwaukee County, State of Wisconsin, described as the stated address for all labor, services, materials, plans or specifications performed, furnished or procured by undersigned for the erection, construction, alteration or repair of the above stated building and appurtenances. **Master Plumber Mariell Brown Plumber WI License Number 892950.**

Customer Supplied Fixtures and/or Material (SIGNATURE REQUIRED PRIOR TO INSTALLATION) Our legal and insurance team will allow some customer supplied parts to be installed. We will not take any liability nor warranty any customer supplied fixtures or material. OUR REPUTATION IS AT STAKE. The customer supplied product is to be clean or new in package, visibly inspected by the installing technician and from a reputable brand recognized in our industry.

In Reference to a WARRANTY ON DRAIN CLEARINGS.... Due to their nature, most drain clearings can not be warranted. Drain, sewer or main line clearings in which *hair, roots, liquid PLUMBER, Drain O , TOXIC ACID, grease or any combination* of the above are encountered will immediately be exempt from the possibility of any warranty. Chemicals as you know weaken the integrity of the piping system and damage our machinery. Most drain clearings that could have been hundreds of dollars turn in to ones that cost THOUSANDS. We always state that If its supposedly STRONG enough to eat away at whats in the piping, then it probably going to eat away AT the piping . Replacement or Updating of the affected portion is always highly suggested.

Payments Forms Accepted OUR PRICES STAY COMPETITIVE BY MAINTAINING A ZERO ACCOUNTS RECEIVABLE PHILOSOPHY. WE EMBRACE ALL FORMS OF ELECTRONIC PAYMENTS!!! CHECKS! CREDIT CARDS! GOOGLE PAY! VENMO! AND MANY MORE!!! All Payments are due prior to work starting unless there is a schedule contract with **MGA Sewer . Water . Gas**

PLANS REQUIRED For all proposed commercial jobs, residential kitchen and bath additions, and all remodels, an

Invoice No: 10786

MGA Sewer . Water . Gas

3052 N 34th St
Milwaukee, WI 53210
(414) 233-2981
www.mgaoutreach.com



PRICE MATCHING AVAILABLE!!! We Will MATCH ANY LICENSED Contractors Proposal that shares it in Writing , has the Same Credentials and Will complete within the same quoted time frame.

SPEEDY SERVICE DESERVES SPEEDY PAY We pride ourselves on our SPEEDY RESPONSE TIME. LIKEWISE WE EXPECT CUSTOMERS AND CLIENTS TO EXTEND A SIMILAR COURTESY BY REMITTING A PROMPT PAYMENT (Preferably on the spot!!!) All Payments are due prior to work starting on any emergency or 1st time clients unless there is a written contract including a schedule of payments with **MGA Sewer . Water . Gas**

Why We Charge Tax <https://www.revenue.wi.gov/Pages/FAQS/ise-taxable.aspx>

Invoice No: 10786

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LIC # : 892090





MGA.Sewer . Water . Gas

3052 N 34th St
Milwaukee, WI 53210
(414) 233-2981



Invoice # : 10704
Acc / Cust # : 1275
Technician: Mariell B
Secondary Technician: N/A
Date: 05/02/2021

Billing Address:

Erik Luna
1565 South 35th Street
Milwaukee WI 53215
(414)712-1188
Alacran82@live.com

Service Address:

Erik Luna Ruiz
1565 South 35th Street
Milwaukee WI 53215
(414)712-1188
Alacran82@live.com

TASK	WORK DESCRIPTION	WARRANTY	RATE	QTY	TOTAL
0000	Broken House Trap. Remove house trap and excavate ground. install new 6 inch cleanout restore ground and cement. 2 Sewer Jetting and Sewer Drain Clearing will be attempted after the repar. 1 Year Warranty on repair of house trap only.	1 Year See Terms	6,000.00	1.00	6,000.00

Service Agreement:	N/A	
Customer POWO:		Customer Auth #:
Recommendations:	Please allow up to 8 business days for work to be completed. ALL materials to be provided by plumber. 3 installments for payment. Plumber not to replace tile.	

Terms & Conditions / Approval / Start Override: MB Completion Override:	Method of Payment - Billing - Cash [\$2000.00] - Cash [\$2000.00] - Cash [\$2000.00]	Change Order:	
	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Other _____	Sub Total: \$ 6,000.00 Tax: (0 %) \$ 0.00 Estimate: \$ 0.00 Grand Total: \$ 6,000.00 Amount Paid / Adjustment: \$ 6,000.00 Balance Due: \$ 0.00	When mailing a check, please include invoice number 10704 on your check.
Waiver Of Right Override:	PAID		Thank You!

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duty or responsibility or liability all of which is expressly waived by you for losses, fines, penalties, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair, replacement, relocation, loss of use of building, or building equipment and systems, or personal injury, sickness or disease associated with mold, fungi, rust, corrosion or other bacteria or organisms. Any implied warranty of workmanlike construction, implied warranty of habitability or an implied warranty of fitness for a particular use hereby waived and disclaimed.

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Why We Charge Tax <https://www.revenue.wi.gov/Pages/FAQS/ise-taxable.aspx>

Invoice No: 10704

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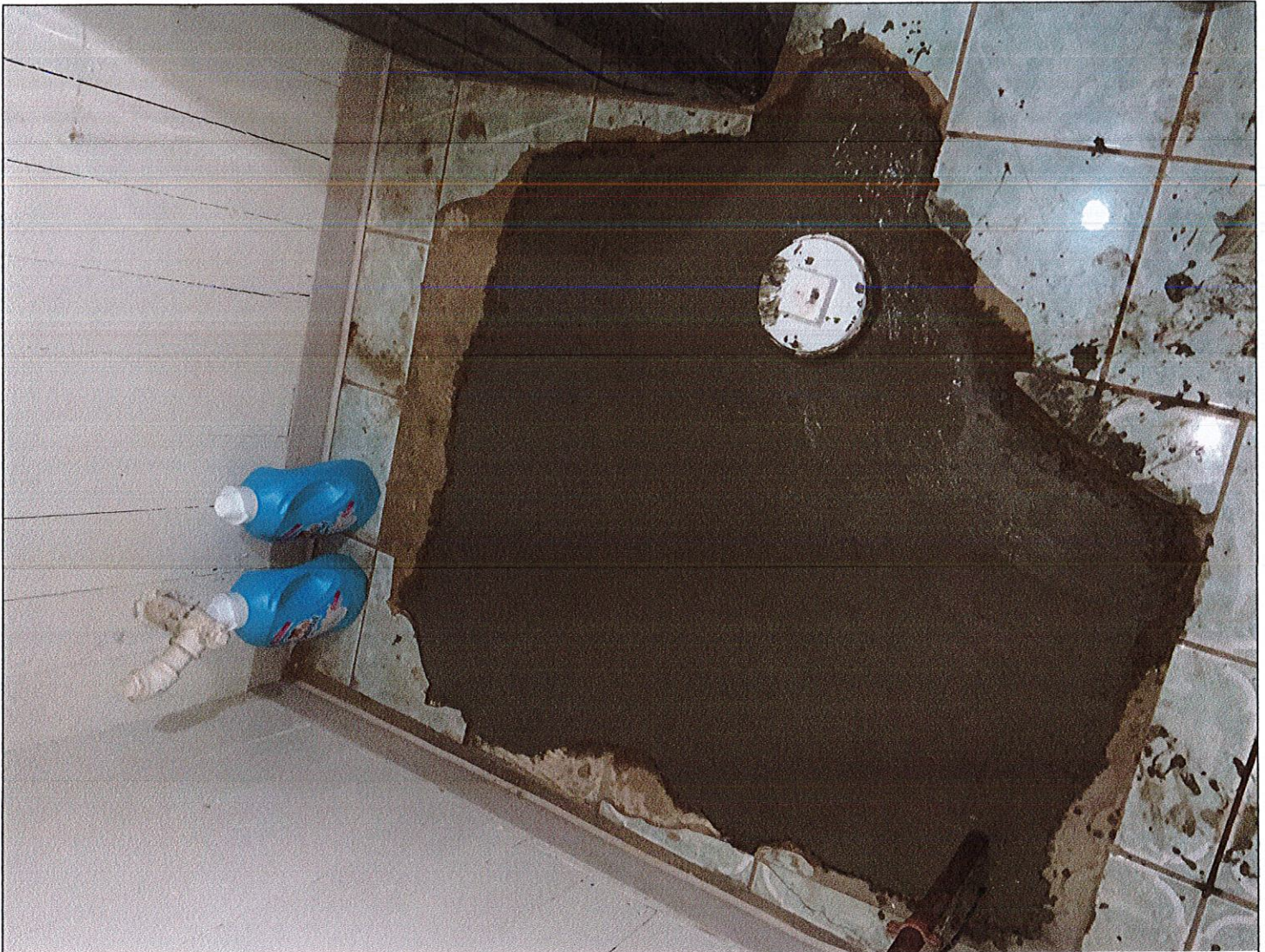
Lic # 1002050









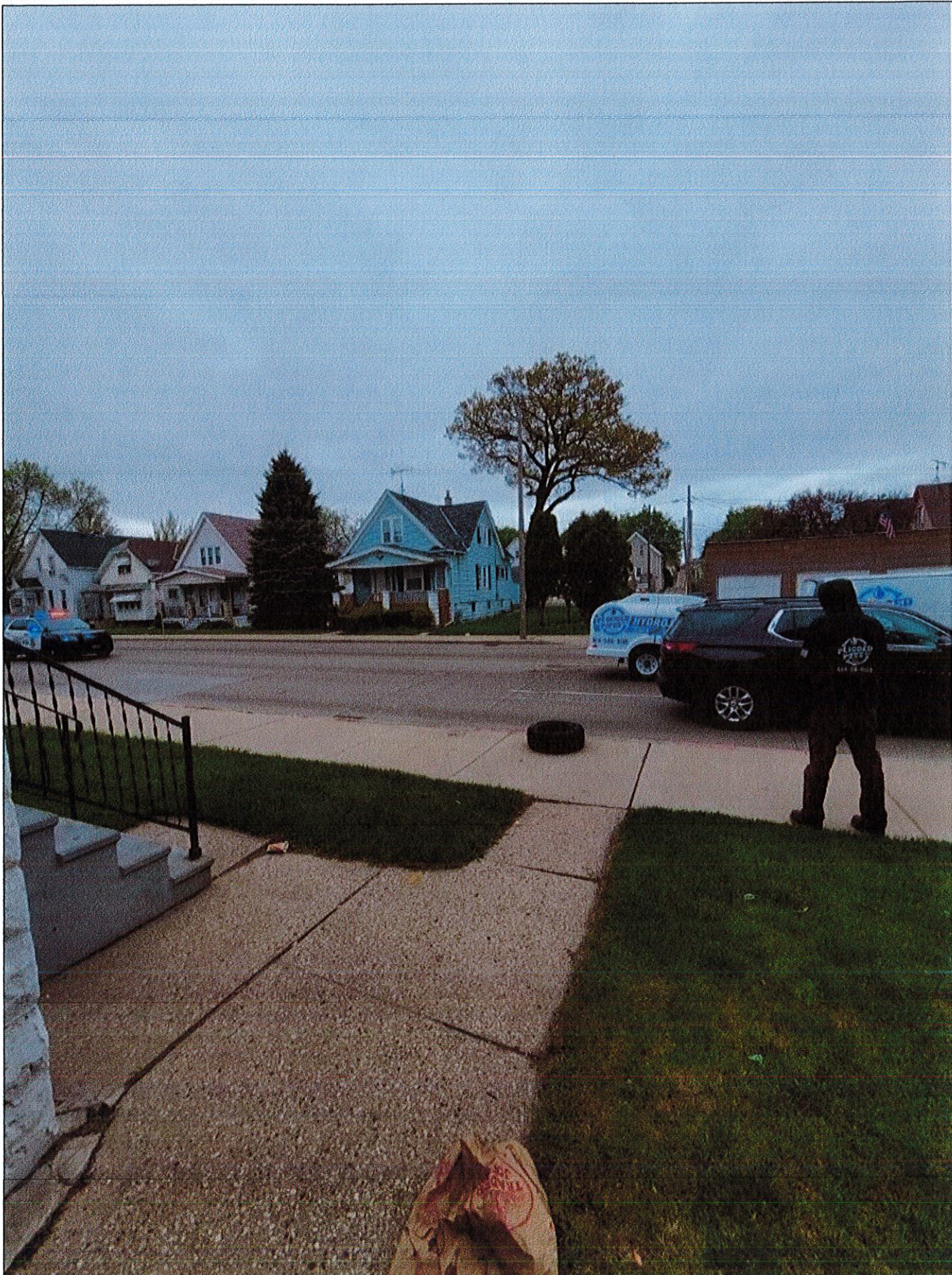




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