

City Clerk

ATTN: CLAIMS

200 E. Wells St., Room 205

Milwaukee, WI 53202-3567

May 19th, 2011

I am filing this claim in order to be reimbursed for money I had to pay out of pocket to have a sewer pipe in the street repaired that I was informed by 2 different contractors that was caused by the contractor's that had replaced the entire street in front of my home in 2010. The street that was replaced is S. 1st St. And my home is located at 1748 S. 1st St., Milwaukee, WI 53204. The following is brief description of what took place and when.

RONALD D. LITTON
CITY CLERK
2011 MAY 20 PM 3:51
CITY OF MILWAUKEE

On March 16th, 2011 I noticed water/sewage backing up from my sewer drain in my basement, so I called Roto Router and made an appointment for them to come out and clear my drain. On March 21st

Roto Router came to my home attempted to go thru the floor drain in the basement where the backup was recurring, was not able to get through so they went through the drain on the outside of the house still were not able to go all the way through they then brought out a high pressure sewer jet and still we're not able to unclog my drain, Roto Router then open the sewer manhole in the street and said there was a broken pipe in the street and suggested I call the City Department of public works which after a lot of hassle finely showed up and said he also checked the sewer manhole in the street and said it was my problem and not the Cities and that I would need to call a plumber.

CITY OF MILWAUKEE
RECEIVED
2011 MAY 23 PM 1:11
CITY ATTORNEY

On March 22nd, 2011 I called lhn Plumbing who agreed to send someone out on March 23rd 2011 to give me an estimate; lhn Plumbing came out and informed me that they would need Roto Router to

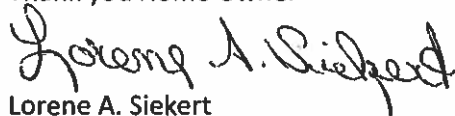
Come back out to meet with them to do a line locate to see if they could locate where in the street the pipe was broken to see just how much of the street would have to be torn up in order to repair the broken pipe. Due to the heavy rain the night of March 23rd, 2011 Roto Router would have to reschedule, I also had more back up of sludge in my basement. On March 24, 2011 received a call from lhn Plumbing who informed me they would need access inside my home to complete the line locates. On March 24th, 2011 I took 2 hrs. off of work to give access to the inside of my home they were able to do a line locate with the use of a special tool called a line locator. I called lhn Plumbing the next day and was given the amount of \$11,500 to fix the broken pipe in the street and at that time told me it could be more would not know for sure until the opened up the street. On March 29th, 2011 I arrived home from work and saw several city personnel out marking the street, on March 30th, 2011 I received another call from lhn Plumbing who informed me due to all the underground cable in this area wanted to bring in a vacuum truck to remove the sludge and gravel the plumber stated that he believed from what he saw that the contractor they did the street repair did not attach the PVC pipe to the sewer line and this would cost me more. On April 1st received another call from my plumber who had gone to the City to file the

necessary paperwork in order to begin the work and was told to hold off because they did not want the street torn

up and blocked off over the weekend, he was also going to meet someone from the City to get into the manhole to see what they could find, received another call from my plumber that a Tony from MMSD had contacted him and asked that he hold off try to repair the sewer pipe until the next Monday or Tuesday to give them time to check some other problems they were receiving in this same area. My plumber told me he would keep me informed. I had not heard anything again until April 6th, 2011 at that time my plumber told me that he was told not to do anything yet by an employee of the City that they were still hashing things out. At this time I decided to call my Alderman Witkowiak was not able to speak with him spoke with his assistant who wanted me after explaining what was happening to send him an email with the information. On April 7th,2011 my plumber called me at work and said he had heard from the City 20 minutes prior to his call to me and that the City Inspector wanted to be there when he starts the excavation the they also believed that the broken sewer pipe was caused by the contractor the completed the street repair. Jim from lhn Plumbing said he would be out on Monday April 11th, 2011 to remove the concrete and Tuesday April 12th,2011 to do the excavation work. On April 15th, 2011 the work had been completed and when I called Jim from lhn Plumbing he said that he had taken pictures and had several business cards from City employees that were on site during the repair who stated the this was not caused my me the home owner.

Enclosed please find pictures of what my basement looked like before I cleaned up the mess. I have also enclosed copies of the receipts I have of the money I have spent since the backup started, I have at the time of filing this claim paid \$6,060.00 of the \$11 500.00 of the original proposal the contractor required half down to start the job. I had to pay for this with my home equity which is charging me interest. Please feel free to contact Jim from lhn Plumbing at 262-785-9080 for the additional pictures and names of city employees that were present when the work was done. I can be reached during the day at work phone number 262-794-4918 or my home phone number of 414-643-0730. The total of my claim is 12,360.00 receipts enclosed.

Thank you Home Owner



Lorene A. Siekert

1748 S. 1st St.

Milwaukee, WI 53204

414-643-0730

Tried Jetting from Conductor +
from Manhole back towards house.

Get in approx. 10' from M^H + pull
back gravel Manhole



Ihn Plumbing and Foundation Repair

17300 W. Cleveland Ave.
New Berlin, WI 53146
262-785-9080
www.ihncompnay.com

Proposal

DATE: March 29, 2011

PROPOSAL SUBMITTED TO:

NAME: LORENE Lorraine Siekert
ADDRESS: 1748 S. 1 st St.
Milwaukee, WI

PHONE: 414-643-0730 / 262-794-4918

JOB NAME:

ADDRESS:

CITY/STATE/ZIP:

We hereby submit to perform the following work:

- 1) To make spot repair in road at manhole per Roto Rooters mark.
- 2) To remove concrete, spoils, and debris. To repair piping, backfill road with #1 slurry, and restore concrete per city codes.
Total: \$11,500.00
- 3) To camera sewer from N.E. conductor and furnish and install clean out in stack.
Total: \$620.00

HALF DOWN TO START

Note: Jetting, snaking or camera work is not included in the above quote or cost and will be charged as extra if needed.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications,

For the sum of: Sere Page One.

With payment to be made as follows: on completion

Please sign and return one copy. Thank you!

All material is guaranteed to be as specified. As standard in the industry all work and material is guaranteed for only one year. All work to be completed in a workmanlike manner according to standard practices. Any change or deviation from above specifications involving extra costs will be performed only upon written signed orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within days and it is void thereafter at the option of the undersigned. Past due payments will be subject to a 1.5 % per month interest charge.

Authorized Signature: _____

Lorene Siekert

Date: _____

3-29-11

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. I have read the entire proposal, which consists of (3) pages, and understand this agreement is subject to those terms and conditions.

ACCEPTED

Printed Name: *LORENE SIEKERT*

Signature: _____

Lorene Siekert

Date: _____

3-29-11

Printed Name: _____

Signature: _____

Date: _____

See Page 3 for Terms and Conditions

TERMS AND CONDITIONS

Buyer represents that he is in fact the legal owner of the premises on which labor and material are to be performed.

This proposal becomes a valid contract when executed by owner and approved by an authorized representative of Ihn Plumbing Company.

Ihn Plumbing Company is covered by workers compensation and public liability insurance. Certificates furnished upon request.

Ihn Plumbing Company shall not be liable for any damages due to delays in completion of the work caused by unusual weather conditions or any circumstances beyond our control including, but not limited to, strikes, accidents, and acts of God.

This is the entire agreement and covers all work to be done under this proposal and there are no prior representations, either verbal or written outside of this proposal or contract. Any subsequent modifications or changes must be in writing and signed by an authorized representative of Ihn Plumbing Company and the owner.

This proposal is based on the observed physical conditions existing at the instance of this proposal and the information as provided by the customer.

Conditions not visible that may result in additional costs that are discovered after work has commenced will be brought to the attention of the owner. The owner shall have the option to accept the proposal for such additional costs due to the discovered conditions or contractor shall cease work and owner shall be charged for work performed to the time that the conditions were discovered.

Contractor is not responsible for any extra cost associated with poor ground construction, buried tanks, unmarked lines or dewatering.

In the event that Ihn Plumbing is required to hire an attorney in order to collect money due under this contract, owner agrees to be responsible for all costs of collection, including reasonable attorney fees, court costs plus interest.

Owner agrees to pay as an extra cost for any time contractor is delayed in the performance of his work, due to additional parties needed on the job site which work must be performed before contractor can proceed to perform his work under this contract.

As required by the Wisconsin Construction Lien Law, builder hereby notifies buyer that persons or companies furnishing labor or materials for and on the buyers land may have lien rights on buyer and builders if not paid. Those entitled to lien rights in addition to the undersigned builder, are those who contract directly with the buyer or those who give the buyer notice within 60 days after they furnish labor and materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and owner's lender, if any, to see that all potential lien claimants are duly paid.

A waiver of lien will be furnished after final payment.

Owners Signature:

Lorenz Richard

Date:

3-29-11

4009 2939 3720 0768 (499)

5742133

Lorene Siekent
1748 S. 1st St.
Milwaukee WI

Viz

PURCHASER SIGN HERE

X *[Signature]*

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

QUAN.	CLASS	DESCRIPTION	PRICE	AMOUNT
				6060.00
DATE <i>3/29/11</i>		AUTHORIZATION		SUB TOTAL
REFERENCE NO.		REG/DEPT.		TAX
FOLIO/CHECK NO.		SERVER	CLERK	TIPS MISC.
SALES SLIP				TOTAL <i>6060.00</i>

CUSTOMER COPY

IMPORTANT: RETAIN THIS COPY FOR YOUR RECORDS



11030 W. Lincoln Ave.
Milwaukee, WI 53227

INVOICE

Milwaukee: (414) 541-4477 **177913**
 Waukesha: (262) 548-3660
 Ozaukee: (262) 375-5576
 Washington: (262) 255-3031

.....
 ROTO ROOTER
 11030 W. LINCOLN AVENUE
 WEST ALLIS, WI 53227
 262-375-5576

COPY
 03/25/2011 18:06:08
 Sale:

Transaction # 1
 Card Type: Visa
 Acc: *****0768
 Exp. Date: **/**
 Entry: Swiped
 Amount: 225.00
 Auth. Code: 025063
 AUTH/TKT 025063

CUSTOMER COPY

INVOICE DATE <u>3-25-11</u>	PHONE <u>643-0730</u>	P.O. #	START TIME <u>2:45</u>
CUSTOMER NAME <u>Lorene A. Siekert</u>			FINISH TIME <u>4:52</u>
JOB ADDRESS (STREET, ZIP) <u>1748 So 1st St</u>			
BILLING ADDRESS (IF DIFFERENT) (STREET, CITY, ZIP)			
SERVICE PERFORMED <u>line located from New Co. in stack. out about 80'85' Can pick up signal in Road just before man hole there is other signals after I take locator out of line</u>			PRICE
PARTS/PRODUCTS			
TRUCK # <u>5</u>	SUBTOTAL \$ <u>225.00</u>		
SERVICE REPRESENTATIVE <u>KK</u>	TAX \$ <u>—</u>		
WARRANTY (IF APPLICABLE)	TOTAL \$ <u>225.00</u>		

RETAIN RECEIPT FOR WARRANTY PURPOSES.
 \$30.00 CHARGE FOR RETURNED CHECKS. PAYMENT IS DUE WITHIN 30 DAYS. SERVICE CHARGE OF 1 1/2% PER MONTH (18% APR) ON ALL INVOICES OVER 30 DAYS OLD.

VISA/MAST/DISCOVER
 CHECK # _____
 CASH
 CHARGE

Date: 3-25-11 Signature: Lorene Siekert



11030 W. Lincoln Ave.
Milwaukee, WI 53227

INVOICE

Milwaukee: (414) 541-4477
Waukesha: (262) 548-3660
Ozaukee: (262) 375-5576
Washington: (262) 255-3031

178917

ROTO ROOTER
11030 W. LINCOLN AVENUE
WEST ALLIS, WI 53227
262-375-5576

COPY
03/21/2011 17:48:22
Sale:

Transaction # **1**
Card Type: **Visa**
Acc: *****8663
Exp. Date: **/**
Entry: **Swiped**
Amount: **635.00**

Auth.Code: 09609C
AUTH/TKT 09609C

CUSTOMER COPY

INVOICE DATE 3-21-11	PHONE	P.O. #	START TIME 2:25
CUSTOMER NAME Korene Siekka			FINISH TIME
JOB ADDRESS (STREET, ZIP) 1748 S. 1st			
BILLING ADDRESS (IF DIFFERENT) (STREET, CITY, ZIP)			
SERVICE PERFORMED Worked on Sewer from New Conductor out 100'. Numerous wires. Pulled back rods & large amount of wyes. Seer Sludged up. Additional Cup			PRICE 185-
PARTS/PRODUCTS Tried Jet from Conductor hit rod at approx 75-80". Tried from M.H. backwards, filled bag w/rod.			375-
TRUCK # 6 Jet 4	SUBTOTAL \$ 635-		
SERVICE REPRESENTATIVE AS / LS	TAX \$ -		
WARRANTY (IF APPLICABLE)	TOTAL \$ 635		

RETAIN RECEIPT FOR WARRANTY PURPOSES.
\$30.00 CHARGE FOR RETURNED CHECKS. PAYMENT IS
DUE WITHIN 30 DAYS. SERVICE CHARGE OF 1 1/2% PER
MONTH (18% APR) ON ALL INVOICES OVER 30 DAYS OLD.

VISA/MAST/DISCOVER

- CHECK # _____
 CASH
 CHARGE

Date: **3-21-11** Signature: **[Signature]**





