

My name is Heliodoro De Lira. On November 18, 2015, we moved into our house at 6752 W. Becher St. in West Allis. Prior to that date, the City of West Allis had done some work in the street in front of my house and the contractor doing the work, which I believe was KS Energy Services LLC, removed a sewer line, apparently accidentally. The line was not replaced before the hole was filled in and the street was re-paved. However, the lack of the line caused the basement of my new house to flood during a heavy rain on the date we moved in.

As a result of that act, my wife Maria Emma Contreras and I have incurred the following expenses:

1. Roto-Rooter, \$1045, which we have not yet paid;
2. The IHN Company Inc., \$23,775, of which we have paid \$5000;
3. Roto-Rooter, \$450, which we have not paid;
4. Home Depot, \$75, to rent equipment. We have paid this.

I filed a claim with the City of West Allis on January 14, 2016.

*Heliodoro De Lira*

This document  
was prepared with  
the assistance of  
an attorney

RECEIVED  
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CITY OF WEST ALLIS  
CITY CLERK



17300 W. Cleveland Ave, New Berlin, WI 53146  
Phone: 262-785-9080 Fax: 262-785-9082  
www.lhncompany.com

# Proposal

DATE: 11/25/2015

**PROPOSAL SUBMITTED TO:**

NAME: Eilo De Iira

ADDRESS: 6752 West Becher Street, West Allis,

PHONE:

JOB NAME: Same as above

ADDRESS: Same as above

**We hereby propose the following;**

- 1) To saw cut road up to 12" of concrete at Roto Rooters mark on the south side of the road,
- 2) To excavate down 9' to repair broken sanitary , remove debris from site, backfill with number 1 road slurry, and reinstall concrete per city specs,
- 3) To provide traffic control, and secure excavation at time of work,

*Note: The Ihn Company is not reasonable for an private lines that are in the work area. Such as propane*

lines, well lines, and/ or private electrical lines. It is on the property owner to have them located.  
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: 23,775.00

With payment to be made as follows: Half down on start, balance 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.

Proposal submitted by: Jim Ihn

Date: 11/25/2015

**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:

Signature:

Date:

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:	Date:
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11030 West Lincoln Avenue  
Milwaukee, Wisconsin 53227  
414.541.4477 Phone  
414.541.8509 Fax  
e-mail: dispatch@getroto.net

- 24 HR. EMERGENCY SERVICE
- ASK ABOUT OUR DRAIN CARE PRODUCTS
- RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL

**SERVING ALL OF MILWAUKEE, WAUKESHA, WASHINGTON & OZAUKEE COUNTY SINCE 1941**

ELIO DE LIRA  
6752 W BECHER ST  
MILWAUKEE WI 53219

Invoice # 219273

Invoice Date 12/02/15

Service at: 6752 W BECHER ST

WATER JET FROM OPEN DITCH TO M/H AND BACK TO BUILDING	395.00
ADDED TIME 2 HOURS	650.00
	<hr/>
SUBTOTAL	1045.00
	<hr/>
TOTAL	1045.00

*Thank You!*

PAYMENT IS DUE WITHIN 30 DAYS. SERVICE CHARGE OF 1 1/2% PER MONTH (18% APR) ON ALL INVOICES OVER 30 DAYS OLD.

PLEASE USE BACK FOR COMMENTS

ELIO DE LIRA  
6752 W BECHER ST  
MILWAUKEE WI 53219

Invoice # 219273  
Invoice Date 12/02/15

Service At: 6752 W BECHER ST Balance Due: 1045.00



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ELIO DE LIRA  
6752 W BECHER ST  
MILWAUKEE WI 53219

Invoice # 217739

Invoice Date 11/19/15

Service at: 6752 W BECHER ST

WORKED ON MAIN LINE FROM C/O CABLE IS STUCK IN SEWER LINE	225.00
SEEMS TO BE BROKEN	
LINE LOCATED SPOT IN STREET ABOUT 78' OUT WHERE FRESH PATCH IS	225.00
SUBTOTAL	450.00
	=====
TOTAL	450.00

*Thank You!*

PAYMENT IS DUE WITHIN 30 DAYS. SERVICE CHARGE OF 1 1/4% PER MONTH (18% APR) ON ALL INVOICES OVER 30 DAYS OLD.

PLEASE USE BACK FOR COMMENTS

ELIO DE LIRA  
6752 W BECHER ST  
MILWAUKEE WI 53219

Invoice # 217739  
Invoice Date 11/19/15

Service At: 6752 W BECHER ST Balance Due: 450.00



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