

Gene A. Wagner Plumbing Co., INC.
2017 S. 60TH ST
WEST ALLIS, WI 53219 US
(414) 541-9217
www.genewagnerplumbing.com

Invoice

**Gene A. Wagner
Plumbing Co., Inc.**
2017 S. 60th Street
West Allis, WI 53219
Gene Wagner
Plumbing Co. Inc.
Paid CV# 2004

BILL TO

Mark Brunner
2408 S 67th St.
West Allis, WI 53219

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
15443	03/11/2019	\$0.00	Due Upon Receipt	

TECHNICIAN

DF BP PB

ACTIVITY	QTY	RATE	AMOUNT
We went out for a sewer repair in the road. We found that the sewer was crushed in one spot next to the water main and one joint with tree roots. We replaced a section of pipe under water main. ***As Per Quote**			
Sales	1	9,855.00	9,855.00

Thank you for your business!

PAYMENT 9,855.00
BALANCE DUE **\$0.00**

ROZGA

**PLUMBING & HEATING
CORP.**

Help is on the way! Since 1981

www.rozgacorp.com | 414-258-9911

Date	2-27-19
Tech	JASON
Job #	65953-2

Billing Address:		Job Address:	
Name:	Michelle Brunner	Name:	
Address:	2408 S 67th St	Address:	
City, State, Zip	Wauwatosa WI 53219	City, State, Zip	
Phone:	262-706-1902	Email:	
<input checked="" type="checkbox"/> Time & Material Job	Rate: 159	Per/Hour	<input type="checkbox"/> Estimate:

I hereby authorize the below service to be performed along with necessary materials by the ROZGA PLUMBING & HEATING CORPORATION, its employees and/or subcontractors and release same from any liability for any damages arising from the nature, design and/or condition of existing plumbing, HVAC, ductwork, and/or electrical and its appurtenances that is not the result of negligence. I also agree that full payment is due upon completion with interest added at 1.5% per month on any unpaid balance after completion of work. Failure to pay will result in further legal action. All legal and collection fees will be the responsibility of debtor. I am also aware of a mechanics lien as outlined in Wisconsin Stat. 779.02(2)(a) and of the terms and conditions printed on the back of this page.

Customer Signature X Michelle Brunner

Make:	Serial #:
Model #:	Filter:

QTY	DESCRIPTION	EACH	PRICE
3	Jason	159.00	477.00
Buildings Sewer Clogged up Standing water in front cleanout by water. Ran cable out pulled roots and Wipac out on cutter. Put cable back in same debris same distance. Put smaller cutter on same debris and clay from ground p.p. Pipe is collapsed or sheared off. Distanced out from cleanout 35'. Paid in Full 2-27-19 C.A.D. mbrunnerable@gmail.com			
Option #1			
Option #2			
Material			
Consumables	12500 some machine		30.00
Comfort Plus	15% Off of HVAC Repairs (Labor & Materials Only)		
Platinum Discount	10% Off of HVAC Accessory Installation		

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due.

Customer Signature X Michelle Brunner

I do hereby state that the above service has been done in workmanlike manner and to applicable codes.

Technician Signature X Jason

Service Charge	65.00
Subtotal	596.00
Tax	
Total	596.00

ADDITIONAL WORK REQUIRED

While every effort is made to diagnose and complete the initial work to be done, at times addressing the initial problem can expose additional work. If further problems persist, beyond the scope of the initial work completed on this invoice, the customer will be responsible for any additional labor and material required to complete the next steps in repairs and/or replacement.

WARRANTY

All work performed by Rozga Plumbing and Heating Corp. ('Rozga') will be performed in a neat and workmanlike manner. Rozga hereby warrants to the customer its workmanship and materials for a period of one (1) year from the date of completion of this contract. The Customer's sole remedy against Rozga shall be limited to defects due to imperfect workmanship or material supplied by Rozga arising within said time period. At times, certain manufacturers or material suppliers may have warranties that extend beyond the one (1) year issued by Rozga, though this is not implied or agreed to without additional written manufacturer documentation that Rozga would provide at the time of installation. No warranty on sewer and drain cleaning.

Should a warranty condition arise, Rozga will not be held liable for any loss of profits, wages or income that the Customer believes they may have incurred as a result of such warranty repairs.

SEWER CLEANING

When a Technician arrives to clean or snake out a clogged system (drains or sewers), there is the slight chance that the system is broken or separated. This creates an increased risk that the cables from the sewer/drain machine may become lodged in the sewer. Should this occur, the property owner will incur any and all costs for removing the cables from the sewer or drain. The cables will need to be removed promptly to avoid further damage to the sewer or drain pipes located on the owner's property or those on the Public Utility side of the sewer line. The owner would be responsible for the labor and material cost of lost or damaged cables.

NOTICE OF DEFECTIVE WORK

Upon completion of the work, should the Customer find a defect or problem, the Customer agrees to notify Rozga Plumbing & Heating Corp ('Rozga') within forty eight (48) hours of completion of the work described of all defective work, if any. The Customer agrees that upon discovery of any allegedly defective work, The Customer shall immediately call Rozga, who shall have the first opportunity to repair any allegedly defective work. The failure to allow Rozga the first opportunity to repair any allegedly defective work shall void all warranties, express and implied hereunder. The Customer agrees and recognizes that they shall not withhold any payments for allegedly defective work. Rozga Plumbing & Heating Corp is not responsible for reimbursement of any work performed by any other company or individual.

Wisconsin Stat. 779.02(2)(a)

"As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on 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 or 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 the owner's lender, if any, to see that all potential lien claimants are duly paid."

ROZGA PLUMBING & HEATING CORPORATION

1529 S. 113th Street

West Allis, WI 53214

414-258-9911



2017 South 60th Street Milwaukee, WI 53219
414-541-9217 Fax: 414-541-9486
Master Plumbers License #226810

Contract

Date: 3/11/2019
Mark Brunner
2408 S 67th St.
West Allis, WI 53219
262-706-1925
BRUNNERMARK1@GMAIL.COM

Contractor to furnish all required permits, labor, materials and equipment for the following work.

Description of work:

**SANITARY SEWER REPAIR IN CONCRETE ROAD LIMITED TO TEN FEET OF PIPE
ONE LOCATION AND 11 FEET OF DEPTH.**

- Camera and locate sewer problem in road.
- Bust out concrete road and Maximum of three feet of frost.
- Excavate down to sewer and expose by hand.
- Replace defective section of pipe.
- Bed pipe with stone.
- Arrange for inspection.
- Cover sewer with stone.
- Backfill excavation with slurry.
- Haul all excavated materials from site.
- Sawcut concrete road.
- Install temporary cold patch until weather permits us to return and pour new concrete in road.

Note; to install liner from excavation back to house will be approximately five thousand dollars extra and is not included in contract. This will depend on condition of sewer after we camera.

LANDSCAPING

- No landscaping of any kind is included in this contract or replace of any grass, trees, shrubs, or plant life of any kind.

UTILITY AND ANY UNDERGROUND SERVICE LINES

- Contractor not responsible for any utility or any underground service lines damaged by contractor due to unmarked lines by diggers hot line or lines not marked by owner.

We Propose to furnish material and labor – complete and in accordance with above specifications for the sum of. \$ 9,855.00 Nine thousand eight hundred fifty five dollars

TERMS:

**FOR CONTRACTS \$2500 AND OVER: 50% DOWN PAYMENT DUE UPON SIGNING CONTRACT AND BALANCE DUE UPON COMPLETION OF WORK.
IF CREDIT CARD IS USED TO PAY BILL 3% WILL BE ADDED TO CONTRACT AMOUNT TO COVER CARD CHARGES.**

This proposal may be withdrawn by us if not accepted within 15 days

Authorized Signature



SCOTT ALLAN


Acceptance of Contract –

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

Date

3/5/19

Signature



**NOTICE OF LIEN RIGHTS AND TERMS AND CONDITIONS ATTACHED ARE
MADE A PART HEREOF**

NOTICE OF LIEN RIGHTS

As required by the Wisconsin Construction Lien Law, claimant hereby notifies owner that persons or companies performing, furnishing or procuring labor, services, materials, plans, or specifications for construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

TERMS AND CONDITIONS

1. All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.
2. Acceptance of work: Owner agrees to inspect all work promptly and notify contractor in writing, of deficiencies or defects in labor or materials, if any, within ten days, failure to give such notice shall constitute a full waiver of any patent defects. Written notice of latent defects shall be given in writing within 10 days after discovery, or the same shall be deemed waived. No action shall be commenced by owner against contractor until 30 days after delivery of such notice or more than six (6) months thereafter.
3. Unless otherwise stated on the face hereof, all invoices for labor or materials shall be due and payable net 30 days after date.
4. Sums not paid when due shall bear interest at the rate of 1 ½% per month, 18% annually.
5. Owner shall pay all costs incurred in collection of past due sums, including actual attorney fees and court costs.

SPECIAL CONDITIONS

Unfavorable soil conditions such as wet or unstable ground or rock which require the use of shields, blasting, rock removal, additional bedding/backfilling or cradling, pumps, tight sheeting or special equipment will be dealt with on a "Time & Material" basis. We also reserve the right to terminate and withdraw from this contract in the event of interference, unusual difficulties or unforeseen obstacles.

MEMORANDUM

2408 S 67th Street

Sanitary Lateral Repair in street

TO: Mike Brofka, Peter Daniels, Dave Wepking, and Heath Brozovich

FROM: Greg Bartelme

DATE: 3/7/19

PROBLEM:

Residents at 2408 S 67th Street have been experiencing septic backup into the basement.

Originally, the Engineering Department was advised by various plumbers that the lateral could possibly be a failed connection at the main. For this reason, engineering inspection was present during the duration of the repair.

RESOLUTION:

Gene Wagner Plumber repairs failing 6" clay lateral originally installed in 1929 (3 man crew).

Friday, March 1, 2019

Received call from Rozga Plumbing for a quote, on said address, for sanitary lateral repair.

Monday, March 4, 2019

Received call from Gene Wagner Plumbing for a quote, on said address, for the same repair.

Tuesday, March 5, 2019

Sewer Main was found to be surcharged and DPW sewer crews jetted out stone chips.

Wednesday, March 6, 2019

Expedited permit for construction in the City ROW for Gene Wagner Plumbing. Wagner crews begin excavation in S. 67th Street to expose broken lateral, releasing the blockage and returning flow from the home. 6" clay lateral failed approximately 4' east of 6" water main (WM also installed in 1929). Work to resume in the AM on Thursday, March 7th, 2019.

Thursday, March 7, 2019

Excavation resumes with back hoe & hand digging around utilities. Once more of the sanitary lateral was exposed, I observed the lateral had failed from the top of the 6" clay pipe. The top of the clay had caved in, allowing for infiltration of 5/8" lannon stone chips into the existing sanitary lateral to the west and thus, eventually causing the blockage. These stone chips were used for backfilling a previous excavation adjacent to the sanitary collapse for a water main break month's earlier (see NOTE). The broken pipe was removed to the nearest joint connection easterly. In addition, a 4' section of existing clay to the west (under water main) was removed because of exposed roots at that joint. Altogether, 72" of 8" PVC was used to repair the lateral to City standards.

- Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing Clay or concrete pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the Engineer before installation.

NOTE:

The City of West Allis Water Division performed an emergency repair to the broken 6" cast iron water main on July 12th of 2018. The water main break was located approximately 4'–5' (feet) south of existing sanitary lateral. A repair sleeve was placed on the water main and a new service was tapped just north of where the previous service was, according to Mike Brofka. The Water Department placed a new corporation valve & approx. 5' of 1" copper pipe, connecting water service to the same address as above. The new location of the service at the water main is approximately 1' south of the existing broken sanitary lateral. The sleeve portion was never uncovered during the sanitary lateral repair. Also note, the sanitary lateral is running in a direction downward from the home and underneath the water main. I am unsure if the sanitary lateral was ever uncovered during the emergency water repair. The proximity of the excavation to the sanitary lateral was extremely close; hence the 5/8" chips in the lateral.

Conclusion/Recommendation:

Attached are invoices and quotes submitted by the property owner, Mark Brunner. Mr. Brunner ended up paying \$596.00 to Rozga Plumbing for the initial cleanout attempt and \$9855.00 to Gene Wagner Plumbing for the lateral repair.

I recommend the water department investigate further and initiate reimbursement as they see fit.



More pictures located in file
L:\Engineering PERMITS\PermitAttachments\Attachments\2019\Excavation\Plumbing\67 St 2408s (Gene Wagner)

REQ. DATE: 07/12/18 07/12/18 10:43:05
LOCATION: 2412 S 67 ST LOC ID: 32420
SCHED START: 07/12/18 SCHED COMPLETION:
GEN. LOC.: COMP DATE: 07/12/18
REQ DEPT: Water-Maint of Services PRIORITY: Medium
REQUESTOR: pmeier ORIGIN: Citizen
WB-2412 S 67 ST/POSSIBLE WATER BREAK IN FRONT OF 2412 S 67 ST PLEASE CHECK

=====

PRIMARY CONTACT INFORMATION

pmeier () () () ()
2412 S 67 ST
WEST ALLIS, WI 53219

=====

WB-2412 S 67 ST/POSSIBLE WATER BREAK IN FRONT OF 2412 S 67 ST PLEASE CHECK

CATEGORY: Water-Maint Repair-Mains 501M
TASK: Investigate Break Report IWMB READY
DEPT: Water-Maint of Mains 2707
SCHED START: 07/12/18 SCHED COMPLETION: 07/12/18

START DATE: 7/12/18 COMPLETION DATE: 7/12/18
START TIME: 1:00:PM COMPLETION TIME: 9:00:PM
UNIT OF PRODUCTION: QUANTITY:

LABOR				EQUIPMENT		MATERIAL		
DATE	EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST
7/12	LC			77				
	PM			1267		3/4"-1" Corp adapt.	1	
	TL			77		3/4"-1" lead PK	1	
	NC			121		1" Copper	5 ft	
	DM			1001		6"x8" Clamp	1	
						Chips		

=====

REQUEST #	JOB #	REQ DATE	ACTION	COMP DATE	CATG/TASK	CREW	SVC	STS
WF0036104	001	10/01/12	COMP	11/07/12	MTRS EXCH		WT	CO
WF0028839	001	06/21/11	COMP	07/15/11	MTRS LOCN		WT	CO

Cut Size 6 wide x 8 long x 9 deep

Cement Pavement X Asphalt Pavement _____

Sidewalk _____ Sod _____

Main Size 6'' Main Depth 7' Type of Break Circular

Measurement _____