



ENGINEERING DEPARTMENT

Michael G. Lewis Director of Public Works / City Engineer 414/302-8360

414/302-8366 (Fax)

MEMORANDUM

City Hall 7525 West Greenfield Avenue West Allis, Wisconsin 53214

www.ci.west-allis.wi.us mlewis@ci.west-allis.wi.us

TO:

Michael G. Lewis, City Engineer/Director of Public Works

FROM:

Brian D. Block, Traffic & Utility Technician

DATE:

April 12, 2011

RE:

Claim Against the City of West Allis by Rozga Plumbing & Heating Corp. and property owner James Rick, for repair work on failed sanitary lateral connection at 5733-35 W.

Fillmore Dr.

SUMMARY

The property owner, who was experiencing a back-up of the sewer water at the above-addressed property, hired Tuffy's Sewer & Drain, LLC and Rozga Plumbing & Heating Corp.

Rozga Plumbing & Heating Corp. excavated in the pavement area in front of 5733-35 W Fillmore Dr. at the connection to the sanitary main. Rozga Plumbing & Heating Corp. exposed the wye section and it was found to have failed bell sections of the wye and roots entering and totaling obstructing the failed section of the wye:

I instructed Rozga Plumbing & Heating Corp. to make a sanitary spot relay with sanitary lateral reconnection for 5733-35 W. Fillmore Dr.

Rozga Plumbing & Heating Corp. completed the sanitary spot relay with lateral reconnection and placed concrete base and hot mixed asphalt surface pavement restorations.

FINDINGS & OBSERVATIONS

Existing conditions and utilities in W. Fillmore Dr. at the address 5733-35 W. Fillmore Dr.

The pavement at 5733-35 W Fillmore Dr. is a 30 ft. wide composite pavement with 7 in. thick concrete base and 3 in. hot mix asphalt surface. It is centered in a 60 ft. right of way. Both sides of the street have concrete sidewalks.

The City of West Allis underground utilities in W. Fillmore Dr. at the above-referenced address consist of the following:

UTILITY	YEAR INSTALLED	LOCATION
6 in. cast iron water main	1929	24 ft. southeast of northerly RoW line
8 in. clay sanitary sewer	1929	25 ft. northwest of southerly RoW line
15 in. concrete storm sewer	1929	8.5 ft. northwest of southerly RoW line

City records indicate that the existing sanitary sewer lateral at 5733-35 W. Fillmore Dr. is a 6 in. clay pipe installed in 1929.

CHRONOLOGY

February 21, 2011

Property owner, Jim Rick, hired Tuffy's Sewer & Drain LLC to clear any obstruction in his sanitary sewer lateral pipe because there was a no-drain condition at his property of 5733-35 W. Fillmore Dr. Tuffy's Sewer & Drain LLC attempted to power augur the line to clear any obstructions but was unsuccessful at clearing the line to drain. Rozga Plumbing & Heating Corp. was called to investigate the interior of the lateral with a video camera. Rozga discovered that the obstruction was in the pavement area.

February 22, 2011

Rozga Plumbing & Heating Corp. applied and received an excavation permit to excavate in the pavement area in front of 5733-35 W. Fillmore Dr., with the stated purpose of emergency repair of a sanitary sewer lateral.

Rozga Plumbing & Heating excavated down to the wye connection to the sewer main. I observed cracked sections of the bell of the wye with roots around the pipe. Rozga Plumbing & Heating Corp. exposed the wye connection by breaking away the lateral pipe to the wye connection and discovered that the wye connection was almost totally impacted with roots. When pulling out the roots, sections of the cracked wye connection pulled away with the roots.

Rozga Plumbing & Heating Corp. completed a sanitary spot relay with a sanitary lateral reconnect for 5733-35 W. Fillmore Dr. using 2.04 ft. of 8 in. PVC Pipe, (1) 8 in. x 6 in. in-line wye connection, 45^ x 6 in. bend, 22 ½ x 6 in. bend, 4.5 in. of 6 in. PVC Pipe and (3) fernco connections. Slurry backfill was used.

March 1, 2010

Rozga Plumbing & Heating Corp. prepared for and placed 7 in. concrete base.

CONCLUSIONS/RECOMMENDATIONS

It is my opinion that a failure of the wye connection to the sanitary main existed at 5733-35 W. Fillmore Dr. Tree roots grew into and through the failed sections of the wye connection. A sanitary spot relay was required since there wasn't enough usable section of the wye remaining.

I am recommending a payment of \$8,352.82 to Rozga Plumbing & Heating Corp., which is the amount of the Rozga Plumbing & Heating Corp. invoice dated March 10, 2011. The amount of the invoice was found to be fair and reasonable

I am recommending a payment of \$400.00 to property owner, James Rick, for reimbursement for invoices paid by Mr. Rick to Rozga Plumbing & Heating Corp. for their work performed on February 21, 2010 and also for work completed by Tuffy's Sewer & Drain LLC on February 21, 2010. Both items were shown on

Rozga Plumbing & Heating Corp. invoice dated February 21, 2010 and also Tuffy's Sewer & Drain LLC Invoice Number 4161, dated February 21,2010. The amounts of the invoices were found to be fair and reasonable.

I am recommending denial of a claim for reimbursement for \$350.00 as shown on Tuffy's Sewer & Drain LLC Invoice Number 4173, dated February 21, 2010, for plumbing equipment damage.

BDB:

cc (via email):

Joseph Burtch Michael Scherer

h:\bbclaims\fillmore 7533-35w rozga plbg-james rick owner

ROZGA:

Plumbing & Heating Corporation

1529 S. 113th Street * 414-258-9911 West Allis, Wisconsin 53214



Rozga - Invoice

Date	3/2/2011	
Invoice #	J-100353	
P.O No.		
Tech	STEVENR	
Job#	1-27681	

Bill To

City of West Allis - Engineering 7525 W. Greenfield Ave. West Allis, WI 53214

James Rick 5733 W Fillmore Dr West Allis, WI 53219

Ship To

MAR 1 1 2011

RECEIVED

CITY OF WEST ALLIS ENGINEEPING DEPT

Terms

Due On Receipt

Referred By

Primary # 414-302-8362 Mobile # Home # Work # Author Steve Project Repair City Main & Luteral Job Phone # Qtv Description Éach Price At the request of James Rick (home owner) we will perform an emergency sewer repair on a 184,00 644.00 time and material, per hour basis. 2-man Excavation Creix. 2/22/11, saw cut & broke out road surface 3-man Excavation Crew, 2/22/11, excavated down to the sewer, working around the water 261.00 2,479.50 service and exposed the broken section of pipe. We found that tree roots had broken the wye pattern fitting on the main, stopped flow of the lateral and severely restricted flow of the City 1.5 2-num Excavation Crew, 3/23/11, due to the time of day work had been completed the 184.00 276.06 previous day our crew was anable to get the required sharry back fill. As a result we returned the next day, removed the shoring we had in the excavation and back filled with slurry to the surface. 2 2-man Excavation Crew, 3/1/11, we excavated the slurry down from the surface, approx. 9". 184,00 368,00 to allow us to pour the concrete base. We installed the epoxy rebar pins, arranged for Brain Block to due a pre-pour inspection and poured the road base. 2 Use of Locator Equipment without Camera 56 06 100.00 Ř Use of Excavator Equipment 45 (10) 360,00 3 Use of Road Saw 75,00 150.00 3 Use of Skid Londer W/ Road Breaker 1455 (185 210.00 2 Use of Single Axle Dump Truck Livery. 30.00 Use of Tri-Axle Dump Truck Wont Driver 6 60.00 360.00 Piping, finings & adapters 406,32 406.32

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

PER WISCONSIN STATUE 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 PRIST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MCCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO NOTICE RECEIVED TO THE MORTAGE LENDER, IF, ANY, BUILDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAMBANTS ARE DULLY PAID."

Subtotal

Sales Tax (0.00)

Total

Payments/Credits

Balance Due

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Plumbing & Heating Corporation

1529 S. 113th Street • 414-258-9911 West Allis, Wisconsin 53214



Ship To

Rozga - Invoice

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Invoice #	î-100353	
P.O. No.	Harrison Market Control of the Contr	
Tech	STEVENR	
Job#	J-27681	

Bill To

City of West Allis - Engineering 7525 W. Greenfield Ave. West Allis, WI 53214

Terms

Due On Receipt.

James Rick 5733 W Fillmore Dr West Allis, WI 53219

Referred By

Primary	# 414-302-83	67	Mobile #	Home #	***************************************	Work#	
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Subtotal	\$8,352,82
Sales Tax (0.00)	\$0.00
Total	58,352.82
Payments/Credits	\$10,00
Balance Due	\$8,352.82

	Phone #	414-258-9911	Fax#	414-258-9921	Page 2	Web Site	nos, aresesans ave
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Rozga

To:

Plumbing & Heating Corporation 1529 S. 113th Street * 414-256-9911 West Allis, Wisconsin 53214

RECEIVED

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City of West Allis - Engineering CTTY OF WEST ALLIS
7525 W. Greenfield Ave.
West Allis Williams West Allis, WI 53214

Statement

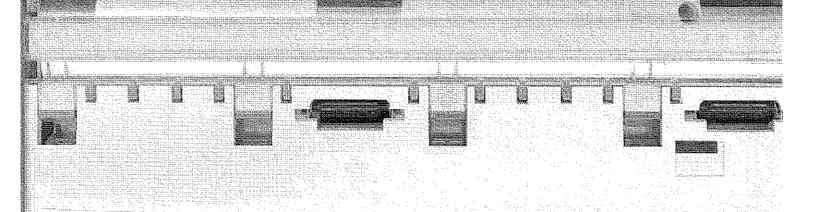
Oate 3/10/2011

FOR YOUR CONVENIENCE WE EXCEPT MASTERCARD, VISA, AND DISCOVER

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DIRECT QUESTIONS ON YOUR ACCOUNT TO 414-258-9911 X11 JACKIE OR VIA EMAIL AT JCOKAIN@ROZGACORP.COM

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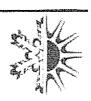
James B. Rick 5733 W. Filmore Dr. Word Alts, WI 53219

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Plumbing & Heating Corporation

1529 S. 113th Street · 414-258-9911 West Allis, Wisconsin 53214



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