



ENGINEERING DEPARTMENT

Michael G. Lewis
Director of Public Works / City Engineer


414/302-8360
414/302-8366 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

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

MEMORANDUM

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 1/2" x 6 in. bend, 4.5 in. of 6 in. PVC Pipe and (3) *fermco* 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-160353
P.O. No.	
Tech	STEVEN R.
Job #	J-27681

Bill To	
City of West Allis - Engineering 7525 W. Greenfield Ave. West Allis, WI 53214	
Terms	Due On Receipt

Ship To	James Rick 5733 W Fillmore Dr West Allis, WI 53219
RECEIVED MAR 11 2011 CITY OF WEST ALLIS ENGINEERING DEPT	
Referred By	

Primary #	414-302-8367	Mobile #		Home #		Work #	
-----------	--------------	----------	--	--------	--	--------	--

Author	Steve	Project	Repair City Main & Lateral	Job Phone #	
--------	-------	---------	----------------------------	-------------	--

Qty	Description	Each	Price
3.5	At the request of James Rick (home owner) we will perform an emergency sewer repair on a time and material, per hour basis.	184.00	644.00
9.5	2-man Excavation Crew, 2/22/11, saw cut & broke out road surface	261.00	2,479.50
	3-man Excavation Crew, 2/22/11, excavated down to the sewer, working around the water 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 main.		
1.5	2-man Excavation Crew, 2/23/11, due to the time of day work had been completed the previous day our crew was unable to get the required slurry 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.	184.00	276.00
2	2-man Excavation Crew, 3/1/11, we excavated the slurry down from the surface, approx. 9", 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.	184.00	368.00
2	Use of Locator Equipment without Camera	50.00	100.00
8	Use of Excavator Equipment	45.00	360.00
2	Use of Road Saw	75.00	150.00
2	Use of Skid Loader W/ Road Breaker	105.00	210.00
2	Use of Single Axle Dump Truck	40.00	80.00
6	Use of Tri-Axle Dump Truck W/out Driver	60.00	360.00
1	Piping, fittings & 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 STATUTE 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"

Subtotal
Sales Tax (0.00)
Total
Payments/Credits
Balance Due

ROZGA

Plumbing & Heating Corporation

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



Rozga - Invoice

Date	3/2/2011
Invoice #	I-100353
P.O. No.	
Tech	STEVEN R.
Job #	J-27681

Bill To	
City of West Allis - Engineering 7525 W. Greenfield Ave. West Allis, WI 53214	
Terms	Due On Receipt

Ship To	
James Rick 5733 W Fillmore Dr West Allis, WI 53219	
Referred By	

Primary #	414-302-8367	Mobile #		Home #		Work #	
-----------	--------------	----------	--	--------	--	--------	--

Author	Steve	Project	Repair City Main & Lateral	Job Phone #	
--------	-------	---------	----------------------------	-------------	--

Qty	Description	Each	Price
1	Stone bedding material	25.00	25.00
14	Slurry back fill	85.00	1,190.00
2	Concrete for road base	165.00	330.00
1	Final hot mix asphalt restoration, subcontracted to Poblacki Paving	1,000.00	1,000.00
2	Charge for taking customer's spoil to dump. As Needed	65.00	130.00
1	Misc. Barricade Rental Charges - Class A, Class B, Signage, Delivery, as needed	80.00	80.00
1	PERMITS: City of West Allis Plumbing & DPW Permits	164.00	164.00

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 STATUTE 779.02(2)(X), "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 FULLY PAID."

Subtotal	\$8,352.82
Sales Tax (0.00)	\$0.00
Total	\$8,352.82
Payments/Credits	\$0.00
Balance Due	\$8,352.82

Statement

ROZGA

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



Date
3/10/2011

RECEIVED
 MAR 14 2011

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

CITY OF WEST ALLIS
 ENGINEERING DEPT

FOR YOUR CONVENIENCE WE EXCEPT
 MASTERCARD, VISA, AND DISCOVER

KINDLY REMIT AS SOON AS POSSIBLE IF
 REMITTANCE HAS ALREADY BEEN MADE. PLEASE
 DISREGARD STATEMENT

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

Amount Due	Amount Enclosed
\$8,352.82	

Date	Transaction	Amount	Balance
03/02/2011	INV #A-100353 Due 03/02/2011. Orig. Amount \$8,352.82. J-27681	8,352.82	8,352.82

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	8,352.82	0.00	0.00	0.00	\$8,352.82

Phone #	Fax #	E-mail	Web Site
414-258-9911	414-258-9921	info@rozgacorp.com	www.rozgacorp.com

James B. Rick
5733 W. Filmore Dr.
Wood Acres, VA 22279

PHONE NO.
386 5798

ATTENTION

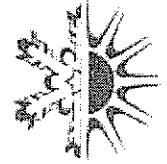
BRIAN BLOCK

1. 10/1/81
2. 10/1/81
3. 10/1/81



ROZGA

Plumbing & Heating Corporation



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

NAME: <i>Thomas R. [unclear]</i>	HOME PHONE:
ADDRESS: <i>9233 [unclear]</i>	OTHER PHONE:
CITY & STATE: <i>West Allis WI 53214</i>	DATE: <i>03-21-11</i>
TO BE SERVICED:	

RATE:	PER HOUR	<input type="checkbox"/> TIME & MATERIAL JOB	ESTIMATE
-------	----------	--	----------

I hereby authorize the above 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 Stats. 779.02(2)(a) printed on the back of this page.

SIGNED & *[Signature]*

QUANTITY	DESCRIPTION	EACH	PRICE
	<i>Pod by check 4517</i>		
		PERMITS	
		SERVICE CALL	
		MISC	
		MAT.	
		LABOR	
		TAX	
SIGNED: <i>[Signature]</i>	SERVICEMAN: <i>[Signature]</i>	TOTAL	<i>210.00</i>



Tuffy's Sewer & Drain, LLC
 "24 Hour Service"
 1603 South 92nd Street - West Allis, WI 53214
 (414) 719-1496

JOB NO: 4173
 Job Date: 9/27/11
 Job Time: _____

Name: _____
 Address: 1233 Wilbur
 City: West Allis

Bill To: _____
 Address: _____
 City: _____

Plumber: Ch...
 Business Phone: _____
 Home Phone: _____

Nature of Work: _____

Workman	TIME	REG.	O.T.	HOURS	# ITEM	DESCRIPTION OF MATERIAL USED
	Mon.					
	Tues.					
	Wed.					
	Thur.					
	Fri.					
	Sat.					
	Sun.					
	TOTAL HOURS					

Is Job Complete? _____

Arrival Time: _____

Departure Time: _____

Travel Time: _____

Clean Up? Yes No

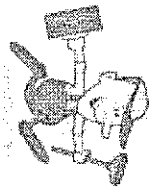
Protective Coverings Used? Yes No

Description of Work Done	Service Call
<u>2" Dia. Cast Iron Pipe Replacement</u>	
Material	
Labor	
Sub Total	
Sales Tax New Install / Repair	
Shaking	
TV Pipe Inspection	
TOTAL	<u>35.00</u>

Signed By: _____ Date: _____

TERMS: Net 15 days. A 1.5% per month service charge will be added to invoice not paid within 30 days of issue. Unless other arrangements are made in advance.

R/O _____
 C.O.D. Yes _____ No _____
 New _____ Repair _____



Tuffy's Sewer & Drain, LLC
 "24 Hour Service"
 1603 South 92nd Street - West Allis, WI 53214
 (414) 719-1496

JOB NO. _____ 4161
 Job Date _____
 Job Time _____

Name _____
 Address _____
 City _____

Bill To _____
 Address _____
 City _____

Plumber _____
 Business Phone _____
 Home Phone _____

Nature of Work:

Workman	DESCRIBE FULLY - Nature of Work Done, and Specify Exact Location of Each Fixture or Repair Made. Continue on Reverse Side if Necessary			DESCRIPTION OF MATERIAL USED	
	TIME	REG.	O.T.		HOURS
	Mon.				
	Tues.				
	Wed.				
	Thur.				
	Fri.				
	Sat.				
	Sun.				
	One Hour Minimum		TOTAL HOURS		

Is Job Complete? Yes _____
 Arrival Time: _____
 Departure Time: _____
 Travel Time: _____
 Clean Up? Yes _____ No _____
 Protective Coverings Used? Yes _____ No _____

Handwritten: 1603 South 92nd St. West Allis WI 53214
 Description of Work Done

Service Call	
Material	
Labor	
Sub Total	
Sales Tax New Install / Repair	
Snacking	
TV Pipe Inspection	
TOTAL	

Signed By: _____ Date: _____

TERMS: Net 15 days. A 1.5% per month service charge will be added to invoices not paid within 30 days of issue, unless other arrangements are made in advance.