



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 26, 2013

RE: Claim Against the City of West Allis by MJ Construction, Inc. for a sanitary spot relay and reconnection of sanitary lateral. Additional Claim Against the City of West Allis by Scott Latus, the property owner of 2415 S. 72 St. for Plumber's charges.

SUMMARY

The property owner of 2415 S. 72 St experienced a backup of sanitary sewerage in the basement. He hired Drain Pain Sewer Cleaning LLC who opened the line to drain. The property owner hired Gene Wagner Plumber Co. Inc. to clear tree roots out of the line and to insert a digital camera into the lateral from the interior clean out and film the inside of the sewer lateral to the main. The property owner brought a copy of the images from the camera Gene Wagner Plumbing Co. Inc. had recorded to Engineering Office where Joseph Burch and I could see that there was a defective wye connection. I called MJ Construction to arrange for a sanitary spot relay. MJ Construction completed repairs of the sanitary sewer main with lateral reconnect and place a temporary pavement surface. MJ Construction arranged for permanent asphalt pavement restoration.

FINDINGS & OBSERVATIONS

- **Existing conditions and utilities in S. 72 St. at the address 2415 S. 72 St.**

The pavement at 2415 S. 72 St. is a 30 foot wide asphalt pavement from 1967. The pavement is center in a 60 ft. right of way. Both sides of the street have concrete sidewalks.

The existing City of West Allis underground utilities in S. 72 St. at the above-referenced address consists of the following:

UTILITY	YEAR INSTALLED	LOCATION
8 in. cast iron water main	1929	24 ft. west of east RoW line
8 in. clay sanitary sewer	1929	30 ft. west of east RoW line
12 in. concrete storm sewer	1988	21 ft. east of west RoW line

City records indicate that the existing sanitary sewer lateral at 2415 S. S 72 St. is a 6 in. clay pipe installed in 1930.

- **Chronology**

Tuesday, April 9, 2013

Property owner of 2415 S. 72 St., Scott Latus, experiences a backup of sanitary sewerage in his basement and hires Drain Pain Sewer Cleaning LLC. Drain Pain Sewer Cleaning LLC cut a hole through tree roots found in the lateral using 2 inch auger which was enough to drain the basement. Drain Pain Sewer Cleaning recommended to the owner to have a plumber come out and clear the line with a larger auger and to send a camera in the line to investigate.

Wednesday, April 10, 2013

Property owner of 2415 S. 72 St., Scott Latus, hires Gene Wagner Plumbing Co. Inc. to power auger all tree roots from the lateral and also to view the inside of the lateral using a digital camera inserted into the lateral from the interior clean out. Gene Wagner Plumbing Co. Inc. used a 4 inch auger to clear tree roots and sent a camera into the lateral. Gene Wagner Plumbing Co. Inc. called me to say that they had cleared the roots out of the lateral except that some roots remained at the wye and in the sanitary main. Gene Wagner Plumbing Co. Inc. recorded the images from the inside of the sanitary lateral.

Thursday, April 11, 2013

Property owner of 2415 S. 72 St., Scott Latus, came in to Engineering Office with a CD of the recording that Gene Wagner Plumbing Co. Inc. had recorded on April 10, 2013. Joseph Burch and I viewed the recording and determined that a section of the wye connection was broken. We informed the property owner that we would arrange for the repair of the wye. I contacted MJ Construction and arranged for them to repair the wye.

Friday, April 12, 2013

MJ Construction, Inc. excavated and completed a sanitary spot relay with a sanitary lateral reconnection at 2415 S. 72 St. It was observed that an additional 5 feet of sanitary main downstream of the wye for 2415 S. 72 St. had major tree roots in the pipe. This section of main was included with the sanitary spot relay. MJ Construction, Inc. backfilled the excavation with slurry and place a temporary cold patch asphalt surface.

Monday, May 6, 2013

Sirrah Construction, LLC placed 4" thick hot mixed asphalt in the disturbed pavement.

CONCLUSIONS/RECOMMENDATIONS

I have concluded that the sewage back up into the basement at 2415 S. 72 St. was the result of a failed wye connection with tree roots infiltrating the broken sanitary wye and sections of lateral.

I am recommending payment of \$ 11,788.44 to MJ Construction, Inc. which is the total amount of MJ Construction, Inc. Invoice dated April 19, 2013 for their work performed in the sanitary spot relay and lateral reconnection and Invoice dated May 17, 2013 for restorations of pavement. I reviewed the invoices and found them to be accurate and reasonable.

Additionally I am recommending the reimbursement of \$763.55 to Scott Latus, the property owner, payment for the auguring of the lateral line and videoing the lateral by Drain Pain Sewer Cleaning and Gene Wagner Plumbing Co. Inc. Invoice No. 1339 from Drain Pain Sewer Cleaning for a total of \$127.50 and invoice no. 79754 from Gene Wagner Co. Inc. for a total of \$636.05 was determined to be accurate and reasonable.

cc (via email):

Joseph Burch
Michael Romens

MY Construction, Inc.

8617 W. Kaul Avenue
Milwaukee, WI 53225-2023

Phone: (414) 760-3320 Fax: (414) 760-3350

INVOICE

April 19, 2013

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

Attention: Brian Block

RE: Time & Material #1314T
Sanitary Repair on 72nd & Hayes

To invoice you for the time and material work completed at the above referenced project in the City of West Allis. Please see attached breakdown sheet for work completed with price breakdown.

Please make note that restoration is to be completed after inclement weather subsides.

Total Amount Due: \$10,383.54

NJ CONSTRUCTION, INC. - FOREMAN'S DAILY REPORT

PROJECT 1314 T LOCATION Grand + Hayes Av

DATE 4-12-13 WEATHER 37°

LABOR				EQUIPMENT			
Employee's Name	Hours	Rate	Amount	Unit	Hours	Rate	Amount
Foreman <i>Rick</i>	8	58.28	466.24	Excavator	8	129.-	1032.-
Hose operator <i>Kevin</i>	8	57.33	458.64	Loader	8	104	832.-
Loader operator	8	57.33	458.64	Pick up	8	52	416.-
Pipe layer	8	51.11	408.88	Quail Av 15.5	13	98	1274.-
Top Man	8	51.11	408.88	Mobilization	1	165-	165.-
				misc / Beverage	1	50.-	50.-
Sub-Total			2,201.28	Total Equipment			3769.-
Plus 60% Ins.			1320.76				
Total Labor			3522.04				

COST OF WORK ACCOMPLISHED				MATERIALS			
Total Labor			3522.04	8" PVC	8 LF	4.12	32.88
Total Material			2,229.94	6" PVC	4 LF	2.05	8.20
Total Labor & Material			5751.98	6" 45° Bend	2 EA	9.00	18.00
15% OVERHEAD			862.76	8x6 Y	1 EA	27.00	27.00
20% PROFIT			6,614.54	8" Ferrule	2 EA	24.00	48.00
Total			3,769.00	6" Ferrule	1 EA	16.50	16.50
Total Equipment			3,769.00	chip	10 TWD	11.50	115.00
Total Cost			10,383.54	skirt	3 OCT	46.50	139.50
				Dump Fee	4 TD	40.-	160.-
				pre/mix	3 TN	97.4	291.-
				Total Materials		70x 5.62	2111.50
							118.24
							2,229.94

Remarks _____

Foreman's Signature _____

Owner's Representative's Signature _____

MJ Construction, Inc.

8617 W. Kaul Avenue
Milwaukee, WI 53225-2023

Phone: (414) 760-3320 Fax: (414) 760-3350

RECEIVED

MAY 29 2013

CITY OF WEST ALLIS
ENGINEERING DEPT

May 17, 2013

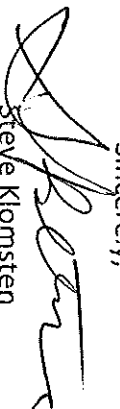
City of West Allis
7525W. Greenfield Ave.
West Allis, WI 53214

ATTENTION: BRIAN BLOCK

RE: 2415 S. 72nd Street
Job #1314T

To invoice you for the costs incurred at the above referenced location for restoration work.
Please see enclosed daily foreman's report for cost breakdown and Sirrah invoice. If you have
any questions please contact our office.

Sirrah Construction, LLC Invoice #13-41012	\$	809.12
5% Mark	\$	<u>40.46</u>
	\$	849.58
Time & Material MJ Construction, Inc.	\$	<u>555.32</u>
Total Amount Due:		\$1,404.90

Sincerely,

Steve Klomsten

Superintendent
MJ Construction, Inc.

mm

NJ CONSTRUCTION, INC. - FOREMAN'S DAILY REPORT

PROJECT 1314T LOCATION 2415 South Prairie

DATE _____ WEATHER _____

LABOR				EQUIPMENT			
Employee's Name	Hours	Rate	Amount	Unit	Hours	Rate	Amount
Tim O	1	\$8.28	\$8.28	pickups	1	\$2.-	\$2.-
Chad	1	\$1.11	\$1.11	Quad Airt	1	98	98.-
min	1	\$1.11	\$1.11	135	1	110	110.-
Sub-Total			160.50				
Incl 60% Ins.			96.30				
Total Labor			256.80				
COST OF WORK ACCOMPLISHED							
Total Material			256.80				
Total Labor & Material			513.60				
Incl 15% OVERHEAD & PROFIT			38.52				
Total			552.12				
Total Equipment			260.-				
Total Cost			812.12				

marks
 Prep For Applicant
 of 1314T

Foreman's Signature _____
 Owner's Representative's Signature _____

GENE A. WAGNER PLUMBING CO., INC.
COMPLETE PLUMBING SERVICE
MASTER PLUMBER LICENSE #222399

Phone: 541-9217
Fax: 541-9486

2017 South 60th Street

CUSTOMER: SCOTT 18725

PURCHASE ORDER NO:

ADDRESS: 2415 S 72ND

JOB NO: 79754

OWNER OR AGENT MUST SIGN: I authorize and order the work described hereon, upon the terms and conditions set forth below and on the reverse side hereof. I represent that I am either the owner of the property or the owner's agent, and have authority to order said work. Unless a fixed price for labor and materials appears on the face hereof, all charges for work performed and materials installed shall be on a time and materials basis. OWNER OR AGENT ACKNOWLEDGES AND HAS READ REVERSE SIDE OF THIS FORM.

Owner or agent agrees to pay the cost, including labor and materials, for contractor to remove any sewer or drain cleaning equipment which becomes entangled in a sewer or drains because of disrepair, tree roots or improper plumbing installation.

X Scott Wagner

CUSTOMER PHONE NO:

Date	AM	PM
4-10-13		
From 11:00	X	
Travel Time		
Arrival Time		
Departure Time 2:15		X

Date	AM	PM
From		
Travel Time		
Arrival Time		
Departure Time		

NOTICE! All owner's or agent's must initial time recorded above. This is the time you will be billed. NO EXCEPTIONS.

TERMS: NET
UPON COMPLETION!

WORK AT: SAME

PERMITS:

AUTHORIZED WORK TO BE DONE: TC SEWER

3/4 HRS 380.25
CAMERA 175.00
SEWER MACHINE 40.00
FUEL charge 7.50
SUB TOTAL 602.75
TAX 33.75
TOTAL \$636.05
VISA 4211 9654 1903 0119
EX 08/13
425

DATE OF WORK														
NAME: SCOTT	4/9													
DATE 3/13														
JOB COMPLETED														
NOT COMPLETED														
JOB NO:														

REMARKS: Henry Tree Roots CURD TO MAIN

WSD MAIN IS BUSTED

WORK INSPECTED AND APPROVED:

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 sixty 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 his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Drain Pain Sewer Cleaning L.L.C.
 3451 s 55th st
 Milwaukee WI 53219
 Phone # (414) 507-9913

Invoice		Terms of payment: Cash/Check	After
Date: 4/17/2014	Invoice Number #	1339	
Customer Name: VECOFF			
Address: 2415 S 22nd St			
City, ST ZIP: Brookfield Wisconsin 53007			
Phone # 515-2681			

Description	Amount
MANUAL MAINT SERVICE	120.50
SEWER OVER	
700 GAS CLOSURE SERVICE	
SEWER MAINT. 401.00 MAINT 40.00	
TRUCK RENTAL AND TIRE FOR GAS 90.00	Subtotal 120.50
TAX 4.50 TOTAL 125.00	Total 125.00

Terms of Contract

- 1: Owner should provide sufficient working space, reasonably free of obstacles, in around and to the area to be accessed.
- 2: Owner is responsible for any damage to pipes and surrounding area above and below Due to rotted, deteriorated, rusted, corroded from chemicals, shifted, crushed, frozen, any and all foreign debris, and any improperly installed plumbing and also excessive roots.
- 3: Owner is responsible for any and all cleanup do to backup of plumbing system.
- 4: Contractor may stop work for any reasonable problem within the scope of this work.
 Reasonable problem would be: example no clean out in stack.

Work Authorization:

Authorization to proceed with work described in the description part of this invoice under the terms of this contract as it is stated above.

I the undersigned am the owner / representative / tenant of the premises at which the work mentioned above is to be done. I hereby authorize you the contractor to do the work under the description part and the terms of this contract.

Signature X

[Handwritten Signature]

Date

4/17/13

Acceptance of work performed: I find that the service rendered in connection with the above work mentioned to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "Total" to be the total charge. I acknowledge that I have read and received a legible copy of this contract.

Signature X

[Handwritten Signature]

Date

4/17/13

[Handwritten Signature]