



UTILITY COMMITTEE MEETING AGENDA

December 03, 2024 at 5:45 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

3. REPORTS AND DISCUSSIONS

- C. Utility Director Report

4. OLD BUSINESS

- D. Discussion & Possible Action: Becher-Hoppe Update

5. NEXT MEETING: JANUARY 7, 2025

6. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

7. ADJOURNMENT

WRITTEN COMMENTS: You can send comments on agenda items to kcoyle@kronenwetter.org

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 12/2/2024 Kronenwetter Municipal Center and www.kronenwetter.org

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages



Report to Utility Committee

Item Name: Director of Public Works and Utilities Report

Meeting Date: December 3, 2024

Referring Body:

Committee Contact:

Staff Contact: Greg Ulman

Report Prepared by: Greg Ulman

- The 2025 water and sewer budget was approved and passed by the Village Board on November 25, 2024
- The water tower has been lowered to its winter levels.
- Bids for the lift stations will close on Friday December 13, 2024 at 10am

Greg Ulman

From: Joe Kafczynski <jkafczynski@becherhoppe.com>
Sent: Wednesday, November 27, 2024 11:19 AM
To: Greg Ulman
Cc: Alex Vedvik
Subject: RE: [External] Dates of Purchase

Greg,

My apologies for getting back to you kind of late here, I have been out of the office the last two days.

I have received the following schedule on Monday November 25, 2024, from Ellis as it pertains to installation of the equipment:

Good afternoon. I am awaiting a response regarding the tank incident from Rohde & Kurita. As far as a project update goes, I received the following from Rohde:

- I have received the info I need regarding media installation.*
- The media is set to be delivered on 12-9 and 12-16. We are planning install of the media on 1-6-25. That is the first available date for Kurita to be there to oversee the media installation.*
- Startup will be on 1-13-25.*
- The control panel has been delivered.*
- We will have very limited hours onsite next week, but will be continuing to fabricate pipe in our shop.*
- We will resume normal hours on 12-2-24 with two guys onsite.*

In having a few emails back in forth with Ellis today, we unfortunately still do not have the dates as it pertains to the purchase of the equipment. With the Thanksgiving Holiday it appears they are running into people having time off. Ellis did say they are letting their sub-contractor Rhode know that the next UC meeting is on December 3, 2024, and hopefully we can have more information available by then.

If you have any questions, please feel free to contact us,

Thanks,

Joe Kafczynski, PE
 Project Engineer

Becher-Hoppe Associates, Inc.
 330 N. 4th Street | Wausau WI | 54403
 Direct 715-845-0436 | Mobile 715-574-6031
 Main 715-845-8000
jkafczynski@becherhoppe.com | www.becherhoppe.com

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Greg Ulman <gulman@kronenwetter.org>
Sent: Monday, November 25, 2024 3:28 PM
To: Joe Kafczynski <jkafczynski@becherhoppe.com>

Cc: Alex Vedvik <avedvik@kronenwetter.org>

Subject: Dates of Purchase

Good afternoon Joe,

Have you heard anything from Ellis, or anyone else for that matter about when the water plant items were purchased? I was hoping to get something to share with the committee before next Tuesdays meeting.

Thanks,

Greg Ulman

Director of Public Works/Utilities Superintendent



1582 Kronenwetter Drive

Kronenwetter, WI 54455

715-693-4200 ext. 1731

715-693-4202 Fax

www.kronenwetter.org

ADVERTISEMENT FOR BIDS **KRONENWETTER LIFT STATION UPGRADES**

Village of Kronenwetter
Marathon County, Wisconsin

The Village of Kronenwetter will receive sealed Bids for its 2024 Lift Station Upgrades at Village of Kronenwetter Office, 1582 Kronenwetter Drive, in the Village of Kronenwetter, Marathon County, Wisconsin, at the following time:

BIDS CLOSE: Friday, December 13 at 10:00 AM, Local Time

All Bids will be read out loud at 10:00 AM, Local Time, at the Kronenwetter Municipal Building.

Lift Station #2 (LS2) – New 80 kVA Generator, New ATS, VFD, Panel & Box Replacement, Elect. Components, Yard Light.
Lift Station #6 (LS6) – Panel & Box Repl., Pump, Valve & Piping Replacement, Quick Connect Bypass Config., Yard Light.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for \$5.00 by selecting Request on the QuestCDN Page, input the Quest Request (#[9437221](#)) Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. All information will be transmitted for 8 ½ x 11 page format.

The Contractor has the option of requesting a hard-copy set of project documents for an additional fee of \$50.00. Complete digital project bidding documents are available directly from the engineer, Roth Professional Solutions:

Roth Professional Solutions
Attn: Robert J. Roth, PE
315 DeWitt Street
Portage, WI 53901
(608) 571-3205
robert@rpsprofessionalsolutions.com

All bids shall be prepared on the proposal forms provided in the Project Documents and shall remain attached thereto. The Sealed Bid envelope shall be properly identified on the face thereof "SEALED BID – **“2024 Village of Kronenwetter Lift Station Upgrades”**

The Village of Kronenwetter may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the Town.

Bids may not be withdrawn prior to 60 days after the date of the Bid Opening. Upon its own full discretion, the Village of Kronenwetter reserves the right to waive any formalities or informalities in bidding and to award the Contract to the bidder who will best serve the interest of the Village.

Published by authority of the Village of Kronenwetter:

By: Village of Kronenwetter
Bobbi Jo Birk-LaBarge
1582 Kronenwetter Drive
Kronenwetter, WI 54455
bbirklabarge@kronenwetter.org

Greg Ulman

From: Joe Kafczynski <jkafczynski@becherhoppe.com>
Sent: Wednesday, November 27, 2024 12:24 PM
To: Greg Ulman
Cc: Matthew T. Graun
Subject: [External] Village of Kronenwetter - Well No. 2 - Engineering Update and Services
Attachments: 2021.022 client 240119 sign \$3,500.pdf; 2021.022 construction services contract 230605.pdf; Additional Services - RPR and Grade Staking 241127.pdf

Greg,

There are a few items I would like to touch base on in this email pertaining to our Engineering construction services and the construction of the project continuing later than our original Contract anticipated. These include the following items:

1. In January of 2024, an Authorization for Additional Services was approved by the Village for construction design services pertaining to the overhead coiling door design that was not in the original scope of the project, see attached. In going through our Invoices for the project and the DNR loan review, it appears we did not send this executed agreement to the DNR for them to add this amount to the "Construction Management/Engineering" portion of the loan. Our plan is to send this agreement into the DNR so that amount is reflected in the loan amount.
2. Our original agreement to provide Construction Services for Resident Project Representative and Field Grade Staking services was based on a Construction completion date of September 1, 2024. The compensation for these services was based on our standard billing rates and reimbursable expenses at an estimated cost of \$22,000. This agreement is attached to this email for reference. Unfortunately, with the project continuing, we have reached the end of this estimated amount to provide these services. To continue to provide Resident Project Representative and Field Grade Staking services, we believe an estimated amount of \$8,000 is needed based on the Contractor's latest schedule and I've attached an Authorization for Additional Services to this email for Village review.

Below is a project summary of the loan amount (this was also summarized in previous project updates):

\$90,000 of the loan amount was approved by the DNR for Construction Management/Engineering Services. The current construction services agreement between BHA and the Village is \$74,000. With Additional Services 01 that was signed in January 2024, the new total is $\$74,000 + \$3,500 = \$77,500$ (item 1 discussed above). If the request to provide the above-mentioned additional services was approved, the new total would be $\$77,500 + \$8,000 = \$85,500$ (item 2 discussed above). The remaining balance in the approved loan amount for Construction Management/Engineering Services would be $\$90,000 - \$85,500 = \$4,500$.

Please let me know if you have any questions, comments, or concerns about these items.

Have a great Thanksgiving,

Joe Kafczynski, PE
 Project Engineer

Becher-Hoppe Associates, Inc.
 330 N. 4th Street | Wausau WI | 54403
 Direct 715-845-0436 | Mobile 715-574-6031
 Main 715-845-8000



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

AUTHORIZATION FOR ADDITIONAL SERVICES

This document is a supplement to the original Agreement between Becher-Hoppe Associates, Inc. and the Client listed below.

Client Name: Village of Kronenwetter
Client Address: 1582 Kronenwetter Drive, Kronenwetter, WI 54455
Project Name: Well #2 Water Treatment Facility
Project Number: 2021.022
Original Agreement Date: May 4, 2021

Description of Additional Services:


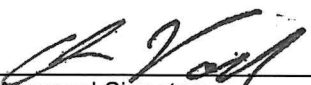
Design of electric coiling overhead door in place of knockout on water treatment facility east wall. The maximum height available with the existing building will be 13 feet 4 inches (knockout opening is 14 feet high). Work will include the design (update to plans, additional details and specifications for door and electrical), Wisconsin Department of Safety and Professional Services (DSPS) resubmittal, preparation of request for proposal (RFP) to Ellis Construction and review/recommendation of RFP response from Ellis Construction.

Village is responsible for DSPS permit fees in addition to this additional services.

Basis and Amount of Additional Compensation:

- ☐ Time and Expenses Per Hourly Rates \$
- ☒ Lump Sum, Expenses Included \$3500
- ☐ Fixed Fee Plus Expenses \$
- ☐ Other: \$

Additional Services as listed above will proceed upon return of a fully executed authorization.

	Vice President	1/2/2024
Becher-Hoppe Associates, Inc. Signature	Title	Date
	Village President	1-18-2024
Client Approval Signature	Title	Date

Return to: Becher-Hoppe Associates, Inc.
330 N. 4th Street
Wausau, Wisconsin 54403-5417
Phone: 715-845-8000



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

May 31, 2023

Mr. Dan Hekrdle, Director of Public Works
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Subject: Well No. 2 Water Treatment Facility Construction Services

Dear Dan:

The Village has accepted bids for the Well No. 2 Water Treatment Facility.

The Village desires to construct the project.

SCOPE/DESCRIPTION

The scope of services is providing the following Basic Construction Services to the Village:

A. Construction Administration

1. Prepare Notice of Award for Village to issue to the Contractor.
2. Prepare agreement, bonds, and insurance certificates for execution by Contractor and the Village.
3. Prepare agenda and conduct pre-construction meeting.
4. Coordinate building construction schedules with equipment delivery schedule.
5. Provide interpretation of plans and specifications as necessary.
6. Shop drawing review for conformance with plans and specifications and "American Iron and Steel" requirements.
7. Review contractor construction procedures and materials for compliance with Building Permit and DNR Municipal Water approval "conditions."
8. During construction, interview contractor and sub-contractor personnel for compliance with Davis-Bacon wage rates.
9. Change order review.
10. Payment request review.
11. Assist Village in preparing Safe Drinking Water Fund loan monthly draws.
12. Periodic site visits.
13. Prepare monthly construction progress update.
14. Witness performance testing procedures.
15. Issue Notice of Substantial Completion.
16. Prepare Operations and Maintenance Manual for Water Treatment Facility. Include valve numbering schedule and valve control functions for all operations of three cell pressure filter.
17. Provide operator training.

**B. Resident Project Representative and Field Grade Staking**

1. Attend Pre-Construction Meeting.
2. Provide full time on-site resident project representative when underground work is being done and part-time RPR during other times of construction.
3. Provide construction grade staking.
4. Attend progress coordination meeting.
5. Provide on-site construction review with Director of Public Works as requested.
6. Record drawings.

ADDITIONAL SERVICES

We can provide additional services as may be required and will provide such services upon your authorization.

CLIENT RESPONSIBILITIES

The Client shall provide, or make available, all relevant information and data pertaining to this project to Becher-Hoppe Associates, Inc. The Client shall also provide access to all private and public property which is required for Becher-Hoppe Associates, Inc. to perform their services. The Client shall also provide:

1. Construction testing and laboratory analytical services if necessary.

COMPENSATION

Compensation for Basic Construction Services A.1. through A.17. will be on the basis of a lump sum fee of \$52,000.

Compensation for Basic Construction Services B.1. through B.6. will be on the basis of our standard billing rates and reimbursable expenses. Our opinion of the cost to perform the Basic Construction Services defined herein is estimated at \$20,000 - \$22,000.

PROJECT PERSONNEL

Project Manager will be Kenneth J. Ligman, who may be reached by telephone 715-845-0432, or via email at kligman@becherhoppe.com. If the Project Manager is unavailable, your secondary contact will be Matthew Patterson, PE, who may be reached at mpatterson@becherhoppe.com. Donohue & Associates will provide electrical construction services.

TIME FRAME

Our services will be provided in 2023 and 2024, dependent on Village's Contractor's schedule.

**STANDARD CONDITIONS**

Included with the Proposal/Agreement are our Standard Agreement Provisions which are part of this Proposal/Agreement for professional services. Please review this document.

ACCEPTANCE

If the terms of this Proposal/Agreement are acceptable, please sign and return to our office as our authorization to begin work. We look forward to the opportunity to be of service.

Sincerely,

Karl R. Kemper, PE
President

Kenneth J. Ligman, PE
Senior Project Manager

KJL/jlp

P:\2021\2021.022 - Kronenwetter - Meter Station-DWTF\Correspondence\Sent\2021.022_Kronenwetter Construction Services Letter to Dan Heirde.docx

ACCEPTED BY:

Village of Kronenwetter

By:

Title: Village President

Date: 6/12/23

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Becher Hoppe's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Becher Hoppe does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Becher Hoppe. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Becher Hoppe shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Becher Hoppe will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services of this Agreement, Becher Hoppe's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Becher Hoppe or any other party encounters a Hazardous Environmental Condition, Becher Hoppe may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Becher Hoppe specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Becher Hoppe employees) or property.

5. DELAYS. If performance of Becher Hoppe's Services is delayed through no fault of Becher Hoppe, Becher Hoppe shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Becher Hoppe for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Becher Hoppe may terminate this Agreement upon seven days written notice if: a) Becher Hoppe believes that Becher Hoppe is being requested by Owner to perform services contrary to law or Becher Hoppe's responsibilities as a licensed professional; or b) Becher Hoppe's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Becher Hoppe's performance of Services; or c) Owner has failed to pay any amount due

and owing to Becher Hoppe for a period of at least 60 days. Becher Hoppe shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Becher Hoppe is supplied for the general guidance of the Owner only. Since Becher Hoppe has no control over competitive bidding or market conditions, Becher Hoppe cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Becher Hoppe shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Becher Hoppe specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Becher Hoppe neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Becher Hoppe harmless from any claims resulting from performance of construction-related professional services by persons other than Becher Hoppe.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Becher Hoppe's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Becher Hoppe will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Becher Hoppe will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability Insurance coverage in amounts in accordance with legal and Becher Hoppe's business requirements. Becher Hoppe shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Becher Hoppe's interests through appropriate property and Liability Insurance, and to require its construction contractor, if any, to include Becher Hoppe as an additional insured on Contractor's policies relating to the Project. Becher Hoppe's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Becher Hoppe each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Becher Hoppe, they shall be borne by each party in proportion to its negligence.



STANDARD TERMS AND CONDITIONS

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Becher Hoppe, its employees, agents, and representatives, and Becher Hoppe's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Becher Hoppe, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee, or agent of Becher Hoppe shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Becher Hoppe, Becher Hoppe's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Becher Hoppe waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Becher Hoppe in connection with this Agreement are instruments of service, and Becher Hoppe shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Becher Hoppe grants Owner a license to use instruments of Becher Hoppe's services for the purpose of constructing, occupying, or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Becher Hoppe for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Becher Hoppe from all claims, damages, and expenses (including reasonable and necessary defense costs), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Becher Hoppe. Files or information in electronic media are furnished by Becher Hoppe to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Becher Hoppe will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Becher Hoppe shall retain on file, for a period of ten years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Becher Hoppe shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Becher Hoppe. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Becher Hoppe, or, if no construction documents are prepared, one year after the submittal date of Becher Hoppe's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Becher Hoppe shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Becher Hoppe agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Becher Hoppe may mutually agree to submit any dispute to mediation or binding arbitration but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Rev. 04/22



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

2023 Rate Schedule

<u>Classification</u>	<u>Hourly Rate</u>	<u>Per Diem</u>	<u>Rate</u>
Project Engineer III	\$180	Meal-Breakfast (at IRS rate)	\$13.00
Project Engineer II	\$160	Meal-Lunch (at IRS rate)	\$15.00
Project Engineer I	\$140	Meal-Dinner (at IRS rate)	\$26.00
Civil 3D Designer	\$155	Travel (at IRS rate)	\$0.655/mile
Resource Manager	\$155	Lodging	At Cost
Staff Engineer	\$110		
Engineer Intern	\$85	<u>Field Equipment</u>	<u>Rate</u>
		GPS	\$40/Hour
CAD Technician III	\$120	Robotic Total Station	\$40/Hour
CAD Technician II	\$110	Drone	\$100/Hour
CAD Technician I	\$100	<u>Supplies</u>	<u>Rate</u>
		Postage	At Cost
Project Representative III	\$130	Printing Materials	At Cost
Project Representative II	\$110		
Project Representative I	\$100	<u>Other</u>	<u>Rate</u>
		Permitting / Plan Approval Fees	At Cost
Land Surveyor, PLS	\$140	Sub-consultant's Fee X	1.03
Survey Technician II	\$105	Expert Witness Rate X	2
Survey Technician I	\$95	Overtime Rate X	1.25
Real Estate Specialist II	\$160		
Technical Assistant	\$105		
Administrative	\$85		

Updated 01/17/23

Becher-Hoppe Associates, Inc. reserves the right to adjust any portion of the rate schedule as needed annually to reflect the firm's salary and reimbursable expenses review practices. Invoice billing rates will be adjusted accordingly.



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

AUTHORIZATION FOR ADDITIONAL SERVICES

This document is a supplement to the original Agreement between Becher-Hoppe Associates, Inc. and the Client listed below.

Client Name: Village of Kronenwetter
Client Address: 1582 Kronenwetter Drive, Kronenwetter, WI 54455
Project Name: Well #2 Water Treatment Facility
Project Number: 2021.022
Original Agreement Date: May 4, 2021


Description of Additional Services/Deductions:

In preparing the contract for Resident Project Representative and Field Grade staking services, we used the standard of professional practice ordinarily exercised under similar circumstances at the same time and in the locality where the Services are performed. Professional Services are not subject to, and we do not provide any warranty or guarantee, expressed or implied. We do not direct or supervise the means, methods, techniques, sequences, or procedures of construction selected or used by Owner’s contractors. Every contractor or subcontractor has different assets in men and equipment to complete a construction task. Consequently, the amount of time to complete the task will differ for each contractor and subcontractor. Additionally, availability of materials at the time needed will impact the completion time for contractors and subcontractors. At times, weather may impact the rate of completion of a task. We prepared our estimate of Resident Project Representative and Field Grade staking services based on construction of similar projects which featured some of the same work activities as this project. Our opinion of the probable cost was \$20,000 to \$22,000. If we continue to provide Resident Project Representative and Field Grade staking services, we believe an amendment for \$8,000, totaling \$30,000 in Resident Project Representative and Field Grade staking services fees is warranted. These fees are subject to the contractor’s latest schedule provided.

Basis and Amount of Additional Compensation:

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Estimated Time and Expenses Per Hourly Rates | \$8,000 |
| <input type="checkbox"/> Lump Sum, Expenses Included | \$ |
| <input type="checkbox"/> Fixed Fee Plus Expenses | \$ |
| <input type="checkbox"/> Other: | \$ |

Additional Services as listed above will proceed upon return of a fully executed authorization.

	Vice President	11/27/2024
Becher-Hoppe Associates, Inc. Signature	Title	Date

Client Approval Signature	Title	Date
---------------------------	-------	------

Return to: Becher-Hoppe Associates, Inc.
330 N. 4th Street
Wausau, Wisconsin 54403-5417

Phone: 715-845-8000