

UTILITY COMMITTEE MEETING AGENDA

March 04, 2025 at 6:00 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

<u>C.</u> Director of Public Works and Utilities Report

4. OLD BUSINESS

D. Discussion and Possible Action: Liquidated Damages

5. NEW BUSINESS

- E. Discussion and Possible Action: Double Door Replacement
- F. Discussion and Possible Action: Replacement for LS #1 Drive Controller
- G. Discussion and Possible Action: Financing Utility Projects
- H. Discussion and Possible Action: Additional Services Request Becher-Hoppe
- I. Discussion and Possible Action: Approval of LS#8 Bids
- 6. NEXT MEETING: APRIL 1, 2025
- 7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA
- 8. 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: 03/23/2025 Kronenwetter Municipal Center and <u>www.kronenwetter.org</u>

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: March 4, 2025 Referring Body: Committee Contact: Staff Contact: Greg Ulman Report Prepared by: Greg Ulman

- Village crews have been performing our own weekly backwashes at the filtration plant since February 12th, and have a few hiccups we are trying to work out with all parties, details in the emails below.
- We had B&M onsite on February 13th to lift the pumps at lift station #1, we discovered large amounts of fats, hair, and rags. There was so much packed in the pumps itself that the drive controller for pump 2 fried. We had a spare on the shelf thankfully and are looking to replace the spare we had on hand.
- We are still experiencing sporadic priming issues at LS #3, and bought a
- We have a date of March 12th at 4:30pm for the open house for the water filtration plant.
- We had a frozen lateral on Victor Ln. which our crews tried to unthaw, but our machine couldn't get through it. We called Mr. Rooter and they were onsite in less than two hours, and we were charged \$881.50. We will defiantly call them again.
- Staff updated the list for the annual cross connection inspection with General Engineering Company.
- We will be working with Rib Mountain in spring to contract Aqualis, formerly Northern Pipe, to clean out roughly 5-6 lift stations. We can save money by working with another community to lessen the mobilization fees.





Greg Ulman

| From: | Mark Mackey |
|-----------------|---|
| Sent: | Friday, February 28, 2025 8:23 AM |
| То: | Emily Nurmi; Brian Marquardt; Zach Gilmaster; Joe Kafczynski; Greg Ulman; Elbert JOHNSON; Nina HALVERSON |
| Cc: Subject: | Dan Moore; Brandon Mancilla RE: [External] Kronenwetter treatment plant backwash |

All

Just an update. The guys ran the backwash sequence this past Wednesday for the 3rd time (I was out of state for a funeral for the past week). The guys encountered the same alarm with the pressure differential gauge, so we will need to get that taken care of. The backwash effluent valve did automatically open this time for cell 3. However, the guys reported that there was a "Filtered water effluent flow loss of signal" alarm at the end of the backwash cycle.

Another issue that the guys noticed this past week is that the post treatment manganese levels are way higher than they should be. I've had them test daily for the past week, and the results are just below 0.100 mg/l on average. I've ran them myself and received similar results. We are not sure if perhaps drawing water from the distribution system would be causing the increased levels of manganese. We are planning on bumping up the potassium permanganate and chlorine a bit to see if that helps.

Mark Mackey Operator – Kronenwetter Water Utility (715)574-3868 <u>mmackey@kronenwetter.org</u>

From: Mark Mackey

Sent: Wednesday, February 19, 2025 11:14 AM

To: Emily Nurmi <Emily@williamreidltd.com>; Brian Marquardt <marquardtb@rohdebros.com>; Zach Gilmaster <zach@elliswi.com>; Joe Kafczynski <jkafczynski@becherhoppe.com>; Greg Ulman <gulman@kronenwetter.org>; Elbert JOHNSON <e.johnson@kurita-water.com>; Nina HALVERSON <n.halverson@kurita-water.com> Cc: Dan Moore <moored@rohdebros.com>; Brandon Mancilla <Brandon@williamreidltd.com> Subject: RE: [External] Kronenwetter treatment plant backwash

All,

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On a side note, we have been having issues with the pretreatment chlorine feed pump. We have had to degas the mes several times now. Would increasing the dosage prevent this? We have had lower pretreatment residuals due to the loss of prime on the pump.

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Sent: Friday, February 14, 2025 12:00 PM
To: Brian Marquardt <<u>marquardtb@rohdebros.com</u>>; Mark Mackey <<u>mmackey@kronenwetter.org</u>>; Zach Gilmaster
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JOHNSON <<u>e.johnson@kurita-water.com</u>>; Nina HALVERSON <<u>n.halverson@kurita-water.com</u>>; Elbert
Cc: Dan Moore <<u>moored@rohdebros.com</u>>; Brandon Mancilla <<u>Brandon@williamreidltd.com</u>>
Subject: Re: [External] Kronenwetter treatment plant backwash

Sonny and Nina,

Have you had a chance to review their concern and supply a response?

Please advise. Thank you!!!

Emily Nurmi (she, hers, her)

Project Manager



PO Box 397

Germantown, WI 53022

O: 262-255-5420 C: 608-733-1403

Emily@williamreidltd.com

From: Brian Marquardt <<u>marquardtb@rohdebros.com</u>>

Sent: Wednesday, February 12, 2025 2:37 PM

To: 'Mark Mackey' <<u>mmackey@kronenwetter.org</u>>; Zach Gilmaster <<u>zach@elliswi.com</u>>; Joe Kafczynski <<u>ikafczynski@becherhoppe.com</u>>; Greg Ulman <<u>gulman@kronenwetter.org</u>>; Elbert JOHNSON <<u>e.johnson@kurita-</u> water.com>; Nina HALVERSON <<u>n.halverson@kurita-water.com</u>>; Emily Nurmi <<u>Emily@williamreidltd.com</u>> Cc: Dan Moore <<u>moored@rohdebros.com</u>>

Subject: RE: Kronenwetter treatment plant backwash

Sonny and Nina,

Can you comment on Mark's email and what he was seeing during his first backwash? Be sure to "reply all" with comments or questions so everyone is kept up to date.

BRIAN MARQUARDT Superintendent Rohde Brothers Inc. 920-838-1628 marguardtb@rohdebros.com

From: Mark Mackey <<u>mmackey@kronenwetter.org</u>>

Sent: Wednesday, February 12, 2025 1:46 PM

To: Brian Marquardt <<u>marquardtb@rohdebros.com</u>>; Zach Gilmaster <<u>zach@elliswi.com</u>>; Joe Kafczynski <<u>ikafczynski@becherhoppe.com</u>>; Greg Ulman <<u>gulman@kronenwetter.org</u>>; Elbert JOHNSON <<u>e.johnson@kurita-</u> <u>water.com</u>>

Cc: Dan Moore <<u>moored@rohdebros.com</u>> Subject: Kronenwetter treatment plant backwash

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Mark Mackey Operator – Kronenwetter Water Utility (715)574-3868 <u>mmackey@kronenwetter.org</u>

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Greg Ulman

| From: | Brian Marquardt <marquardtb@rohdebros.com></marquardtb@rohdebros.com> |
|-----------------|---|
| Sent: | Friday, February 14, 2025 2:45 PM |
| То: | 'Elbert JOHNSON'; Nina MCGRATH; Emily Nurmi; Mark Mackey; Zach Gilmaster; Joe Kafczynski; Greg Ulman |
| Cc: Subject: | Dan Moore; Brandon Mancilla RE: [External] [EXT]Re: Kronenwetter treatment plant backwash |

Thank you Sonny for following up on this issue. Mark, let us know how the backwash goes next week.

BRIAN MARQUARDT Superintendent Rohde Brothers Inc. 920-838-1628 marquardtb@rohdebros.com

From: Elbert JOHNSON <e.johnson@kurita-water.com>
Sent: Friday, February 14, 2025 2:36 PM
To: Nina MCGRATH <n.mcgrath@kurita-water.com>; Emily Nurmi <Emily@williamreidltd.com>; Brian Marquardt
<marquardtb@rohdebros.com>; 'Mark Mackey' <mmackey@kronenwetter.org>; Zach Gilmaster <zach@elliswi.com>; Joe Kafczynski <jkafczynski@becherhoppe.com>; Greg Ulman <gulman@kronenwetter.org>
Cc: Dan Moore <moored@rohdebros.com>; Brandon Mancilla <Brandon@williamreidltd.com>
Subject: RE: [EXT]Re: Kronenwetter treatment plant backwash

I just spoke with Mark Makey about the Alarm he is seeing. I instructed him to see if it happened again the next time he backwashes, as this alarm did not happen while I was on site. During the transition of the valves when going into backwash and the well shutting down, this is causing a spike in the pressures as noted by the differential gage, however this reading is being ignored by the PLC, regarding queuing up another backwash. This is not causing any shutdown of the backwash sequence or the filtering capabilities of the filter. If the alarm continues as a nuisance alarm, this will need to be addressed in the future.

Elbert (sonny) Johnson

National Equipment Specialist Mobile 612-760-2840 | <u>e.johnson@kurita-water.com</u> Kurita America Inc. | Tonka Water, a Kurita brand | <u>www.kuritaamerica.com</u>





From: Nina MCGRATH <<u>n.mcgrath@kurita-water.com</u>> Sent: Friday, February 14, 2025 12:12 PM To: Emily Nurmi <<u>Emily@williamreidltd.com</u>>; Brian Marquardt <<u>marquardtb@rohdebros.com</u>>; 'Mark Mackey' <mmackey@kronenwetter.org>; Zach Gilmaster <<u>zach@elliswi.com</u>>; Joe Kafczynski <<u>ikafczynski@becherhoppe.com</u>-Greg Ulman <<u>gulman@kronenwetter.org</u>>; Elbert JOHNSON <<u>e.johnson@kurita-water.com</u>> Cc: Dan Moore <<u>moored@rohdebros.com</u>>; Brandon Mancilla <<u>Brandon@williamreidltd.com</u>> Subject: RE: [EXT]Re: Kronenwetter treatment plant backwash

Emily/Brian -

My apologies, I am only now getting this. Looks like I wasn't included in the very first email and the forward from Brian didn't come to me.

Let me look into this and see what is recommended, I think it should be okay in the short term, but I want the AE and design to review.

Thank you,

Nina McGrath

Project Manager Direct <u>763-957-1947</u> | Mobile <u>651-706-0498</u> | <u>n.mcgrath@kurita-water.com</u> Kurita America Inc. | <u>www.kuritaamerica.com</u>

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Have you had a chance to review their concern and supply a response?

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Emily Nurmi (she, hers, her)

Project Manager



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Greg Ulman

| From: | Joe Kafczynski <jkafczynski@becherhoppe.com></jkafczynski@becherhoppe.com> |
|----------|--|
| Sent: | Wednesday, February 19, 2025 1:16 PM |
| То: | Brandon Mancilla; Mark Mackey; Emily Nurmi; Brian Marquardt; Zach Gilmaster; Greg Ulman; Elbert JOHNSON |
| Cc: | Dan Moore; Ben J. Everswick |
| Subject: | RE: [External] Kronenwetter treatment plant backwash |

Mark,

To jump in here as well. There probably is no issue with upping the dose a little as well. You would just have to monitor the free chlorine levels to ensure you aren't seeing high levels come through the filter. If so, you may have to adjust your post chlorine feed rate to compensate for this.

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

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Mark,

I can help you with the chemical pump question immediately. There is a setting on the pump that will ensure the pump does not become air bound, it is called auto deaeration. It would be noted as on if there is small bubbles located in the bottom left hand side of the screen. My guess is this was not turned on yet.

When you are back in front of the pump, please give me a call. I will ensure that this is setup properly.

I will allow Tonka to speak on the filters themselves.

Brandon Mancilla

Lead Sales Engineer WILLIAM/REID A DIVISION OF GASVODA & ASSOCIATES PO Box 397 Germantown, WI 53022 Ph: 414-331-5576 brandon@williamreidltd.com

Check out our new website! williamreidltd.com

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Project Manager



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Report to Utility Committee

Item Name: Liquidated Damages Report Meeting Date: March 4, 2025 Referring Body: Committee Contact: Staff Contact: Greg Ulman Report Prepared by: Greg Ulman

The following is the information received from Becher-Hoppe regarding the liquidated damages.

| Descriptions | Dates | Amount |
|--|-----------------------------|-------------|
| Change Order 03 Substantial Completions to Start Up (Contractor Overall Revised Schedule 10/22/2024) | 11/8/2024 through 1/6/2024 | \$3,654.00 |
| Substantial Completion (Contractor Overall Revised Schedule 10/22/2024) to Actual Substantial Completion | 1/10/2025 through 1/22/2025 | \$7,332.50 |
| · · · | Total | \$10,986.50 |

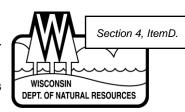
| Fask Name | Labor Code | Employee Number | Employee Full Name | Date | Regular Hours | Overtime Hours | Labor Bill Comment Amount | Section 4, Iter |
|-------------------------------------|---------------|--------------------|-----------------------|------------|------------------|-------------------|--|-----------------|
| | | | | | | | | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 9/17/2024 | 1.30 | | 221.00 On site RPR for approach slab and stoop concrete pour. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 9/27/2024 | .80 | | 136.00 On site for update pictures and generator install. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 10/28/2024 | 1.00 | | 170.00 On site RPR for installation of pressure vessels and construction update to Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 10/29/2024 | 1.30 | | 221.00 On site RPR for installation of pressure vessels and construction update to Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 11/6/2024 | 2.80 | | 476.00 On site RPR for installation of Mech. process piping, update to Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/3/2024 | 1.30 | | 221.00 On site RPR for installation of grout beneath filter equipment, pipe supports, and process piping. Coordination of schedules with Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/9/2024 | .80 | | 136.00 On site RPR for installation of process piping, control panels, grouting in equipment. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/16/2024 | 3.30 | | 561.00 On site RPR for mechanical piping install, painting/coatings, and coordination with Contractors on start up. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/17/2024 | 1.50 | | 255.00 On site RPR for mechanical piping install, painting/coatings, and coordination with Contractors on start up. Review inside of pressure vessels for debris | 3. |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/18/2024 | 6.00 | | 1,020.00 On site for installation of media into pressure vessel chambers. Coordination with on site Contractors. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/19/2024 | 1.80 | | 306.00 Start up meeting with Village, Contractors and sub contractors for coordination of the Well start up | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/30/2024 | 1.00 | | 175.00 On site RPR for filling of process piping for Bac - T sampling. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/2/2025 | 2.50 | | 437.50 On site RPR for filling of process piping for Bac - T sampling. Bac-T samples. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/3/2025 | 2.30 | | 402.50 On site RPR for filling of process piping for Bac - T sampling. Bac-T samples. Generator load bank testing. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/6/2025 | .80 | | 140.00 Upload project photos from on site RPR. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/7/2025 | 5.30 | | 927.50 On site RPR for start up. Kurita on site backwashing and running through checks, SCADA work on site, start project punch list. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/8/2025 | 2.80 | | 490.00 On site RPR for start up. Kurita on site backwashing and running through checks, SCADA work on site, start project punch list. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/9/2025 | 3.50 | | 612.50 On site RPR for start up. Kurita on site backwashing and running through checks, start project punch list. Weekly meeting on site. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/10/2025 | 3.00 | | 525.00 On site RPR for start up, installation of anthracite media, regeneration of greensand media. Punch list | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/13/2025 | 5.80 | | 1,015.00 On site RPR for start up of filters, blower installation, DNR walk through of facility. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/14/2025 | 9.00 | | 1,575.00 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/15/2025 | 8.30 | | 1,452.50 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. Start effluent testing of water quality. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/16/2025 | 7.50 | | 1,312.50 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. Start effluent testing of water quality | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/17/2025 | 6.00 | | 1,050.00 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. Start effluent testing of water quality | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/22/2025 | 5.30 | | 927.50 On site RPR for start up of the facility, testing for effluent quality. coordination with Contractors. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/23/2025 | 1.80 | | 315.00 Kron on site for testing treatment effluent for water quality. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/24/2025 | 2.30 | | 402.50 On site RPR for training staff on Manganese, Iron, and chlorine testing using DR 900. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/27/2025 | .80 | | 140.00 Construction punch list, upload items to Procore | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/28/2025 | 2.00 | | 350.00 On site testing of effluent water quality. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 2/4/2025 | 4.80 | | 840.00 On site RPR for Kurita programming of backwash sequence using system water. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 2/5/2025 | 2.80 | | 490.00 On site RPR for Kurita programming of backwash sequence using system water. | |
| | | | Crow Aron Tatala | | 63.20 | | 10.002 50 | |
| | | | Gray Area Totals | | | | 10,986.50 | |
| | | | White Area Total | S | 36.30 | | 6,316.50 | |

L

State of Wisconsin DEPARTMENT OF NATURAL RESOURCES 101 S. Webster Street Box 7921 Madison WI 53707-7921

Tony Evers, Governor

Telephone 608-266-2621 Toll Free 1-888-936-7463 TTY Access via relay - 711



June 19, 2024

Leonard Ludi Village Administrator Village of Kronenwetter 1582 Kronenwetter Drive Kronenwetter, WI 54455

> Subject: Village of Kronenwetter – Well No. 2 Change Order #3 Approval SDW Project No. 5533-04 \$0.00 eligible Extend Substantial & Final Completion Dates

Dear Leonard:

This letter is to advise that the change order(s) listed below have been reviewed and approved as indicated.

| Change Order | Contractor | Description | Change Order Amount | Eligible Amount |
|-----------------|-----------------------------|--|------------------------|--------------------|
| 3 | Ellis Stone Construction | Add 99 days to Substantial Completion. Add 73 days to Final Completion. Due to equipment supply delays. | \$0.00 | \$0.00 |

Please understand that to the extent project contingency funds are sufficient to cover the costs of the change orders, our approval will result in loan participation. However, the action in no way constitutes either an actual or implied commitment to increase the loan amount.

This completes the review of all in-house change orders as of the date of this letter. If you believe that there are additional facts that should be considered relative to the allowable cost determination above, submit the associated information, along with any documentation, to me at the above address within 30 days of the date of this letter. If you have any questions, please call me at (715) 490-9072.

Sincerely,

David D. Andruczyk, PE Construction Management Engineer

cc: Elizabeth Higgins- Central Office – electronic Matt Marcum - Central Office – electronic Joe Kafczynski, P.E., Becher-Hoppe Associates, Inc. - electronic



CHANGE ORDER NO.: 3

| Owner: | Village of Kronenwetter | | Owner's Project No.: | |
|----------------|---------------------------|----------------|-------------------------|-----------|
| Engineer: | Becher Hoppe Associates | | Engineer's Project No. | 2021.022 |
| Contractor: | Ellis Construction | | Contractor's Project No | o.: 23061 |
| Project: | Well No. 2 – Water Treatr | ment Facility | | |
| Contract Name: | | | | |
| Date Issued: | 6/5/2024 | Effective Date | of Change Order: 6/5 | /2024 |

The Contract is modified as follows upon execution of this Change Order:

Description:

Change substantial completion date from August 1, 2024 to November 8, 2024.

Change final completion date from September 1 to November 13, 2024.

Attachments:

Original 7/18/23 preliminary project schedule; revised 5/8/24 project schedule; ECON email of 4/26/24; Ellis Construction email of 5/21/24 containing Rhode explanation for delays.

| Change in Contract Price | Change in Contract Times [State Contract Times as either a specific date or a number of days] |
|---|---|
| Original Contract Price: \$ 2,862,000.00 | Original Contract Times: Substantial Completion: 8/1/2024 Ready for final 9/1/2024 payment: |
| Increase from previously approved Change Orders No. 1 to No. 2 \$ 11,043.00 | No change from previously approved Change OrdersNo. 1 to No.2Substantial Completion:8/1/2024Ready for final9/1/2024payment:9/1/2024 |
| Contract Price prior to this Change Order: \$ 2,873,043.00 | Contract Times prior to this Change Order:Substantial Completion:8/1/2024Ready for final9/1/2024payment: |
| Increase this Change Order: \$ 0.00 | Change this Change Order: Substantial Completion: N/A Ready for final N/A payment: |
| Contract Price incorporating this Change Order: \$ 2,873,043.00 | Contract Times with all approved Change Orders:Substantial Completion:11/8/2024Ready for final11/13/2024payment: |

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| By: | Recommended by Engineer (if required) | Accepted by Contractor |
|--------|---------------------------------------|--|
| Title: | Project Engineer | Project Manager 🖉 |
| Date: | 512812024 | 5/28/24 |
| | Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | Julia Machine | |
| Title: | Admilateutor | , |
| Date: | 6-17-2024 | |
| | / | |

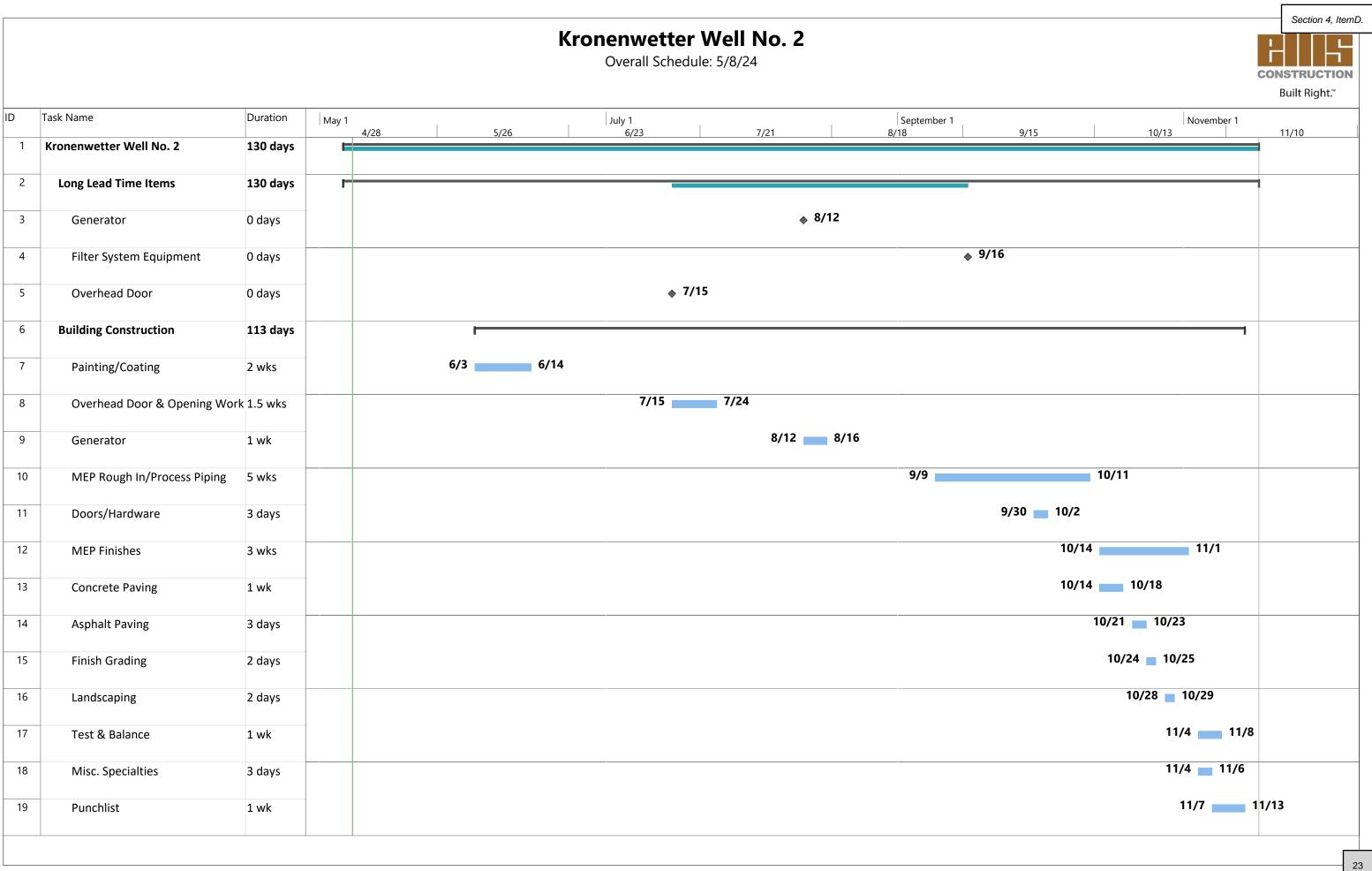


Kronenwetter Well No. 2

Preliminary Overall Schedule: 7/18/23

| ID | Task Name | Duration | Start | Finish | | Ser | ptember 1 | November 1 | January 1 | | March 1 | | May 1 |
|--------|---|-------------|--------------|---------------------------|------|------------|-------------|---------------|-----------|-----|----------|------|-------------|
| 1 | | 208 days2 | | | 7/23 | 8/20 | | 10/15 11/12 | 12/10 1/7 | 2/4 | 3/3 | 3/31 | |
| ו ר | Kronenwetter Well No. 2 | - | Wed 8/2/23 | Sun 9/22/24 | | | | | | | | | |
| 2 | Long Lead Time Items | - | Wed 8/2/23 | Wed 9/18/24 | 8/14 | | 10/6 | | | | | | |
| 3 | Light Fixtures | 8 wks | Mon 8/14/23 | Fri 10/6/23 | 8/14 | · | 10/0 | 11/17 | | | | | · · · · · · |
| 4 | Control Panels | 14 wks | Mon 8/14/23 | Fri 11/17/23 | | | | 11/17 | 13/15 | | | | |
| 5 | ATS | 18 wks | Mon 8/14/23 | Fri 12/15/23 | 8/14 | | | | 12/15 | | | | |
| 6 | Panels, Transformers | 20 wks | Mon 8/14/23 | Fri 12/29/23 | 8/14 | | | | 12/29 | | | | |
| 7 | Generator | 50 wks | Mon 8/14/23 | Fri 7/26/24 | 8/14 | | A (22 | | | | | | |
| 8 | Manholes and Associated Mater | | Mon 8/14/23 | Fri 9/22/23 | 8/14 | | 9/22 | | | | | | |
| 9 | HVAC | 8 wks | Mon 8/14/23 | Fri 10/6/23 | 8/14 | | 10/6 | | | | | | |
| 10 | Equalization Tanks | 8 wks | Mon 8/14/23 | Fri 10/6/23 | 8/14 | | 10/6 | | | | | | |
| 11 | Well Pump and Motor | 10 wks | Mon 8/14/23 | Fri 10/20/23 | 8/14 | | | 10/20 | | | <u>.</u> | | |
| 12 | Chemical Equipment | 12 wks | Mon 8/14/23 | Fri 11/3/23 | 8/14 | | | 11/3 | | | | | |
| 13 | Valves | 28 wks | Mon 8/14/23 | Fri 2/23/24 | 8/14 | | | | | | 2/23 | | |
| 14 | Filter System Equipment | 44 wks | Mon 8/14/23 | Fri 6/14/24 | 8/14 | | | | | | | | |
| 15 | Door Hardware | 10 wks | Mon 8/14/23 | Fri 10/20/23 | 8/14 | | | 10/20 | | | | | |
| 16 | FRP Doors and Frames | 18 wks | Mon 8/14/23 | Fri 12/15/23 | 8/14 | | | | 12/15 | | | | |
| 17 | Building Construction | 250 days | Mon 8/28/23 | Fri 8/9/24 | | | | | | | | | |
| 18 | Site Stripping/Rough Grading | 2 days | Mon 8/28/23 | Tue 8/29/23 | | 8/28 🛛 8/2 | 29 | | | | | | |
| 19 | Excavate Foundations | 2 days | Wed 8/30/23 | Thu 8/31/23 | | 8/30 🛛 8/ | /31 | | | | | | |
| 20 | Site Utilities | 1 wk | Mon 9/11/23 | Fri 9/15/23 | | 9/11 | 1 💼 9/15 | | | | | | |
| 21 | Footings/Foundations | 2 wks | Mon 9/18/23 | Fri 9/29/23 | | 9 | 9/18 9/29 | | | | | | |
| 22 | Underground R.I. | 5 days | Mon 10/2/23 | Fri 10/6/23 | | | 10/2 💼 10/6 | | | | | | |
| 23 | Backfill Foundations | 2 days | Mon 10/9/23 | Tue 10/10/23 | | | 10/9 👖 10/ | 10 | | | | | |
| 24 | Masonry | , 2 wks | | | | | 10/11 | 10/24 | , | | | | |
| 25 | Structural Steel | 2 days | Mon 10/16/23 | | | | 10/16 | 10/17 | | | | | |
| 26 | Interior Slab on Grade | 4 days | | Mon 10/30/23 | | | 10/25 | 5 💼 10/30 | | | | | |
| 27 | Trusses | , 4 days | Tue 10/31/23 | Fri 11/3/23 | | | 10, | /31 💼 11/3 | | | | | |
| 28 | Roofing/Siding | 1.5 wks | Mon 11/6/23 | Wed 11/15/23 | | | | 11/6 11/15 | | | , | | |
| 29 | Insulation | 3 days | | Mon 11/20/23 | | | | 11/15 📩 11/20 | | | | | |
| 30 | FRP Panels | 1.5 wks | | Wed 11/29/23 | | | | 11/20 11 | | | | | |
| 31 | MEP Rough In/Process Piping | 4 wks | Mon 6/3/24 | Fri 6/28/24 | | | | | - | | | | |
| 32 | Painting/Coating | 2 wks | Mon 7/1/24 | Fri 7/12/24 | | | | | | | , | | |
| 33 | MEP Finishes | 3 wks | Mon 7/1/24 | Fri 7/19/24 | | | | | | | | | |
| 34 | | | | | | | | | | | | | |
| 35 | Knock Out Panel Masonry Doors/Hardware | 4 days | Mon 7/1/24 | Thu 7/4/24 Wed 7/10/24 | | | | | | | | | |
| | | 4 days | Fri 7/5/24 | | | | | | | | | | |
| 36 | Test & Balance | 2 wks | Thu 7/11/24 | Wed 7/24/24 | | | | | | | | | |
| 37 | • | 1 wk | Mon 7/22/24 | Fri 7/26/24 | | | | | | | | | |
| 38 | Rough Grading | 3 days | Fri 7/5/24 | Tue 7/9/24 | | | | | | | | | |
| 39 | Concrete Paving | 1 wk | Wed 7/10/24 | Tue 7/16/24 | | | | | | | | | |
| 40 | Asphalt Paving | 4 days | Wed 7/17/24 | Mon 7/22/24 | | | | | | | | | |
| 41 | Finish Grading | 2 days | Tue 7/23/24 | Wed 7/24/24 | | | | | | | | | |
| 42 | Landscaping | 5 days | Thu 7/25/24 | Wed 7/31/24 | | | | | | | | | |
| 43 | | 1 wk | Mon 7/29/24 | Fri 8/2/24 | | | | | | | | | |
| 44 | Punchlist | 1 wk | Mon 8/5/24 | Fri 8/9/24 | | | | | | | | | |

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3201 Stanley Street • Stevens Point, WI 54481 • (715) 345-5000 • Fax (715) 345-5007

REQUEST OF CONTRACT EXTENSION

Thursday, October 24, 2024

To: Becher Hoppe & The Village of Kronenwetter

Re: Kronenwetter Well

All,

Pursuant to Article 4 of the contract, substantial completion is noted as on or before 8/1/24 and final completion is noted as on or before 9/1/24. Liquidated damages are noted at \$1,000.00 per day until the stated substantial completion date, as well as \$1,000.00 per day after the stated final completion date until actual final completion. Due to circumstances outside of Ellis' and our subcontractor's control, please use this letter as a formal request for a contract extension based on the attached revised overall schedule dated 10/22/24. The newly requested substantial completion date is 1/10/24, and the requested final completion date would be 2/10/24.

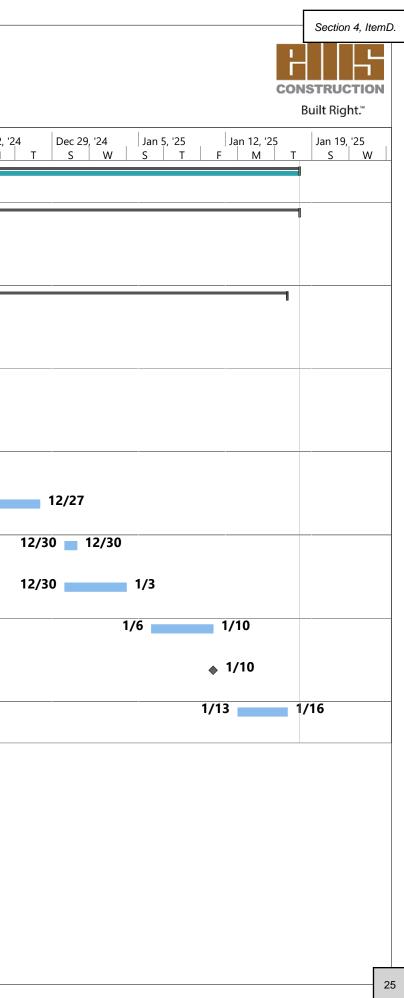
Regards,

Zach Gilmaster Project Manager Ellis Construction

Kronenwetter Well No. 2

Revised Overall Schedule: 10/22/24

| D | Task Name | Duration | ct 20, '24 Oct 27, '24 Nov 3, '24 Nov 10, '24 Nov 17, '24 Nov M T S W S T F M T S W S | 24, '24 Dec 1, '24 Dec 8, '24 Dec 15, '24 Dec 22, '2 T F M T S W S T F M |
|----|---------------------------------|----------|--|---|
| 1 | Kronenwetter Well No. 2 | 60 days | | |
| 2 | Long Lead Time Items | 60 days | l l | |
| 3 | Filter System Equipment | 0 days | ♦ 10/28 | |
| 4 | Building Construction | 59 days | | |
| 5 | Equipment Setting | 1 wk | 10/28 11/1 | |
| 6 | MEP Rough In/Process Piping | 5 wks | 11/4 | 12/6 |
| 7 | Asphalt Paving | 3 days | 10/30 11/1 | |
| 8 | Landscaping | 2 days | 11/4 11/5 | |
| 9 | MEP Finishes & Fill Media | 3 wks | | 12/9 |
| 10 | Misc. Specialties | 1 day | | |
| 11 | Test & Balance HVAC | 1 wk | | |
| 12 | Filter System Start Up (Kurita) | 1 wk | | |
| 13 | Substantial Completion | 0 days | | |
| 14 | Punchlist | 4 days | | |



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Village of Kronenwetter** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a 50 ft x 42-8 ft x 16 ft masonry building containing 700 GPM pressure filter, detention tanks, equalization tanks, process piping, magnetic flow meter, chemical feed pumps with tanks and scale, hot water heater, plumbing, standby power generation, electrical, erosion control and site restoration.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of a 50 ft x 42-8 ft x 16 ft masonry building containing 700 GPM pressure filter, detention tanks, equalization tanks, process piping, magnetic flow meter, chemical feed pumps with tanks and scale, hot water heater, plumbing, standby power generation, electrical, erosion control and site restoration.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Becher-Hoppe Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Becher-Hoppe Associates, Inc.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially complete on or before **August 1, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 1, 2024**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- 4.04 Special Damages
 - A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
 - B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
 - C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Greg Ulman

| From: Sent: | Joe Kafczynski <jkafczynski@becherhoppe.com> Friday, February 21, 2025 10:22 AM</jkafczynski@becherhoppe.com> |
|----------------|---|
| То: | Greg Ulman |
| Subject: | [External] Village of Kronenwetter DWTF Well No. 2 - Services Outside of Change Order 03 and Original Contract |
| Attachments: | Dates Outside of Change Order 03 and Original Contract.pdf; Pages from _2021.022 Spec Set.pdf |
| Importance: | High |

Good morning Greg,

Attached to this email are dates and amounts believed to be outside of the Change Order 03 and the Original Contract as discussed at the previous UC Meeting. I've also attached a couple of pages from the Owner Contractor Agreement for this project which include Article 4 discussing Liquidated Damages and Special Damages/cost recoveries.

If you have any questions, please feel free to contact me.

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

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Report to Utility Committee

Item Name: Discussion and Possible Action: Double Door Replacement Meeting Date: March 4, 2025 Referring Body: Committee Contact: Staff Contact: Greg Ulman Report Prepared by: Greg Ulman

When the initial plans were drawn up at our water filtration facility, it was in the specs to have a set of double doors instead of a large overhead door. Though a change order, the water filtration plant received an overhead door, however the original double doors were already purchased and are on hand. We would like to replace the double doors that exist at the original enterance of the well house, because they are starting to rot, and replace it with the new doors that we have now on hand. The change order amout would be \$3,640 for the work to be done.



CONSTRUCTION

Built Right.[∞]

ES-07

| CHANGE ORDER BREAKDOWN WORKSHEET | | | | | | | |
|--|---------------------|---|-------|------------|--|--|--|
| JOB NAME: | Kronenwette | er Well | | | | | |
| ARCH JOB NO: | 2021.022 | | | | | | |
| ELLIS JOB NO: | 23061 | | | | | | |
| CHANGE ORDER NUMBER: | ES-07 | | | | | | |
| DESCRIPTION: | Existing Dou | ble Door 100 | | | | | |
| DATE: | 02/11/25 | | | | | | |
| ITEM | | MATERIAL | LABOR | VENDOR/SUB | | | |
| | | | | | | | |
| General Conditions | | 25 | 86 | 28 | | | |
| Ellis Construction | | 500 | 1,710 | | | | |
| price includes figuring existing materials from the | | | | | | | |
| original project will work, existing hardware to be | | | | | | | |
| swapped to the new FRP door and frame as necessary, | | | | | | | |
| remobilization costs | | | | | | | |
| Tri City Glass and Door | | | | 550 | | | |
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| | | | | | | | |
| | | 535 | 1 700 | 570 | | | |
| SUB - TOTALS | / | 525 | 1,796 | 578 | | | |
| SALES TAX ON MATERIAL | 5.50% | 29 | | | | | |
| TAX & INS ON LABOR | 27.00% | | 485 | | | | |
| LIABILITY INS | 0.600% | 3 | 14 | 3 | | | |
| BOND | 1.00% | 6 | 23 | 6 | | | |
| SUB - TOTALS | | 563 | 2,317 | 587 | | | |
| PROFIT & OVERHEAD : | | | | | | | |
| LAB & MAT = | 5.00% | 28 | 116 | | | | |
| SUBCONTRACTORS = | 5.00% | | | 29 | | | |
| SUB - TOTALS | • | 591 | 2,433 | 616 | | | |
| | \$3,640 | | | | | | |
| CONTRACT TIME WILL BE INCREASED BY: | | | | | | | |
| SUBMITTED BY ELLIS STONE CONSTRUCTION: | | Ilmaster Digitely signed by Zach Glimaster DiVICAUS, Enzach Gellawicson, Chellia Colamozion, Che-Zach Glimaster Date: 2020.6 U1 1220 16-0000 | DATE: | | | | |
| ARCHITECT'S APPROVAL OF CHANGE: | | | | | | | |
| ARCHITECT'S APPROVAL OF CHANGE: BY: DATE: OWNER'S APPROVAL CHANGE: BY: DATE: | | | | | | | |



Report to Utility Committee

Agenda Item: Discussion and Possible Action: Purchasing a Replacement for LS #1 Drive Controller Meeting Date: March 4, 2025 Referring Body: Utility Committee Committee Contact: Staff Contact: Greg Ulman Report Prepared by: Greg Ulman

AGENDA ITEM: Discussion and Possible Action: Purchasing a Replacement for LS #1 Drive Controller

OBJECTIVE(S): To purchase a spare drive for LS #1

HISTORY/BACKGROUND: We had an alarm at lift station #1 indicating a p2 VFD fault, once Village crews could not clear the fault we contacted B&M Technical Services for inspection. Once onsite they found the pump packed with rags and grease, after they cleaned out the pump it was discovered that VFD for pump #2 had burnt out and melted the housing and some of the wiring. Thankfully we had one in stock at our shop, and the team was able to replace the drive. Since this is an important lift station we would like to keep an extra drive on hand again for a situation like this.

PROPOSAL: Purchase a SMC Flex Smart Motor Controller from B&M Technical Services for \$6,164.00

RECOMMENDED ACTION: Approve the B&M Controller Drive purchase.

FINANCIAL

Financial Consideration/Action:

FUNDING SOURCE:

 Account Number/Title:
 #650-53650-832-000

 Current Adopted Budget:
 \$ 88,000.00

 Spent to Date:
 \$ 4,053.53

 Remaining Budget:
 \$ 83,946.47

 Requested Amount:
 \$ 6,164.00

 Remainder of Budgeted Amount, if approved: \$77,782.47

ATTACHMENTS: Emails and Quote

Greg Ulman

| From: | Mark Mackey |
|----------|--------------------------------------|
| Sent: | Thursday, February 13, 2025 1:48 PM |
| То: | Greg Ulman |
| Cc: | Kimberly Coyle; Peter Wegner |
| Subject: | FW: [External] LS 1 P2 fault 2/11/25 |

Just a quick update on the status of the station. B&M is currently onsite, they arrived around 10 am this morning to look at p2 and the faulted VFD. We had them bring their hoist truck as the pump is too large for us to pull in house with the hoist we currently have. The firs thing the technicians did was pull the pump, they ended up doing a confined entry into the wet well to hook the pump up to their hoist cable. There was so much grease and rags they were unable to hook the pump from the surface. After they got the pump and the backup floats to the surface, they found the pump covered in larger deposits of hair and rags. The pump itself was packed solid with a mush of rags and grease. After cleaning the pump and floats they looked at the VFD for pump 2, they discovered that the backside of the drive had burnt out and melted the housing and some of the wiring.

Thankfully, we purchased a spare drive to keep on hand just for this kind of thing. We should order a replacement drive to replace the spare, as this is our largest and most important station on the east side of the collection system. I'm still waiting to hear from the guys regarding the pump. Josh, on of the technicians used his meg meter to just the motor windings and did see any damage from the VFD fault. His theory is that there was a power surge when the pump was running that caused the drive to fault out. The p2 VFD was last replaced in 2009, the p1 VFD was replaced about an year ago.

Mark Mackey Operator – Kronenwetter Water Utility (715)574-3868 <u>mmackey@kronenwetter.org</u>

From: Mark Mackey Sent: Tuesday, February 11, 2025 2:02 PM To: Regina Weyenberg <regina@bmtechservice.com> Cc: Greg Ulman <gulman@kronenwetter.org> Subject: RE: [External] LS 1 P2 fault 2/11/25

Thanks for the update.

Mark Mackey Operator – Kronenwetter Water Utility (715)574-3868 <u>mmackey@kronenwetter.org</u>

From: Regina Weyenberg <<u>regina@bmtechservice.com</u>> Sent: Tuesday, February 11, 2025 10:38 AM To: Mark Mackey <<u>mmackey@kronenwetter.org</u>> Cc: Greg Ulman <<u>gulman@kronenwetter.org</u>> Subject: Re: [External] LS 1 P2 fault 2/11/25

Good Morning - with looking at our schedule, I currently have this scheduled tentatively for Thursday. The guys are on a project currently that requires the large crane truck and the crane truck would be required to complete your service also.

I will let you know Wednesday afternoon if they finished the project and we can make it on Thursday, otherwise I will schedule for Monday.

Have a good day and I will let you know.

Thank you,

Regina Weyenberg | Inside Sales and Project Coordinator B&M Technical Service, Inc. Office: (715) 228-7604 | Fax: (715) 228-3418 regina@bmtechservice.com | www.bmtechservice.com

On Tue, Feb 11, 2025 at 9:01 AM Mark Mackey <<u>mmackey@kronenwetter.org</u>> wrote:

Good morning, Regina.

Over the weekend we had an alarm from LS 1 indicating a p2 VFD fault. We tried to reset the pump and the drive but can not clear the fault. I suspect that something may be stuck in the pump, either that or the drive failed. Can you please get on your schedule to have someone come take a look at it? We will need a hoist truck if we have to pull the pump, currently we are not equipped to pull one that large in house safely. This is also our largest station in the collection system.

As for the other station we had Josh look at last week we had another alarm in which I reached out to Bill. We were able to get everything up and running after backwashing the pump several times.

Thanks, Mark

Mark Mackey Operator – Kronenwetter Water Utility

(715)574-3868

mmackey@kronenwetter.org

Section 5, ItemF.

B & M TECHNICAL SERVICE, INC.

PO Box 48 | 364 Industrial Drive Coloma, WI 54930 Office 715-228-7604 | Fax 715-228-3418 bmtechservice.com

To: Kronenwetter Attn: Mark Mackey Re: Spare Soft Start for Lift Station #1

Date: 2/24/2025 Quote Number: 20251119 B&M Contact: Troy Metz Email: regina@bmtechservice.com Direct: 715-228-7604

Net Each

We are pleased to provide the following base bid:

Qty. **Description:** Allen Bradley SMC FLEX SMART MOTOR CONTROLLER 1

> Total \$ 6,164.00

| Estimated Delivery: | 6-8 weeks | Installation/Start-up: | Not Incl. | |
|-----------------------|-----------|------------------------|-----------|--|
| Installation Manuals: | Incl. | Service Contract: | Not Incl. | |
| Operation Manuals: | Incl. | Downpayment Due: | 50% | |
| Sales Tax: | Not Incl. | Payment Terms: | Net 30 | |
| Estimated Freight: | tbd | Quote Expiration: | 30 Days | |

Additions or deductions to base bid:

Exceptions and Special Notes:

Clarification Notes:

Unless otherwise noted any other equipment/services is not included and to be supplied by others.

For projects totaling more than \$10,000, 50% downpayment is required upon quote acceptance. Parts cannot be ordered prior to receiving downpayment.

To accept quote, please sign below and return to B&M Technical Service, Inc.

Quoted by_

Accepted by_

Regina Weyenberg, Assistant Project Coordinator regina@bmtechservice.com Direct: 715-228-7604

This information provided is confidential and proprietary to B&M Technical Service and is intended solely for the recipient listed above. Do not duplicate or distribute.



Kronenwetter

Net Extension

Section 5, ItemG.



Kronenwetter, WI Financing Options 2025 Sewer Projects

February 11, 2025, UC Meeting

Funding: Cash or Debt

- PSC = 90 days
- Rating Agencies = 150 days (varying measurements)
- 2023 Sewer Rate Study recommended 5 mos. Op. Exp. plus upcoming debt payment

✓ 5 mos. of 2023 audited O&M = 372,856

✓ No debt currently

• Village staff estimates 341,278 on hand



Two main kinds of debt

General Obligation debt secured by irrepealable tax levy

 \checkmark Can be abated by other revenues (i.e. utility)

• Revenue debt secured by a pledge of revenues from a revenue generating enterprise, most often a public utility



General Obligation (GO) Debt

- General Obligation debt in Chapter 67
- Debt limit is 5% of the equalized market value including TID
 - ✓ Village currently has 34.6M of capacity
- Three types of debt count (up to 20 years)
 - ✓ Bonds (up to 20 years)
 - Enumerated Purposes Defined by Statutes
 - Competitive Sale Requirement
 - ✓ Notes (up to 20 years)



Revenue Bonds

- Wisconsin Statutes, Chapter 66
- Ability to issue bonds supported by system revenues of municipal utilities
- Most common revenue bonds are issued for Water, Sanitary Sewer, Storm Sewer and Electric
- Debt Limit none
- Debt coverage at least 1.25 times



Financing Vehicle

- Commercial Market
- Private Placement
- State/Federal Program
 - ✓ DNR Environmental Improvement Fund Loan Program
 - ✓ USDA Rural Development Loans
 - ✓ State Trust Fund Loans



Debt Options – G.O. Debt

| Туре | Advantages | Disadvantages |
|-----------------------|---|---|
| Commercial market | Lowest interest rates Fixed rates for up to 20 years Most cost-effective for larger debt issues | Highest costs of issuance More onerous process Not typically pre-payable for 7-8 years |
| Bank loan | Usually pre-payable at any time Low costs of issuance Simple process | Banks often unwilling to offer fixed rates for longer terms. May not be available for large transactions |
| State Trust Fund Loan | Pre-payable between 1/1 and 8/31 each year Fixed rate for up to 20 years Simple process Doesn't distinguish between taxable and tax-exempt | Rates often a little higher than bank or commercial market |

Debt Options – Revenue Debt (part 1)

| Туре | Advantages | Disadvantages |
|---|--|---|
| Commercial market | Fixed rates for up to 40 years. Available for wide range of projects | Highest costs of issuance Not typically pre-payable for 7-8 years Usually requires debt service reserve |
| Clean Water Fund Loan (sewer) or Safe Drinking Water Loan (water) | Fixed rates for 20 years Rates usually below market No debt service reserve requirement Sometimes include principal forgiveness component | Not pre-payable with specific authorization Only available for sewer, water and stormwater projects. Timing/ possible interim financing |

Debt Options – Revenue Debt (part 2)

| Туре | Advantages | Disadvantages |
|------------------------|--|--|
| USDA Rural Development | Fixed rate up to 40 years Often includes grant component Pre-payable at any time Available for wide range of projects | Higher rates and high interest cost when repaid over 40 years 40-year repayment may exceed life of asset Requires interim financing |
| State Trust Fund Loan | Fixed rate up to 20 years Pre-payable between 1/1 and 8/31 each year Available for wide range of projects No debt service reserve requirement | Higher rates Payment date (3/15) & senior position requirement presents problems with issuing other types of revenue debt backed by same revenue source |

Current STFL Rates

Current General Obligation Loan Interest Rates (eff. 01/08/2025)

| Loan Term | Interest Rate |
|---------------|---------------|
| 2 Years | 5.75% |
| 3 - 5 Years | 6.00% |
| 6 - 10 Years | 6.25% |
| 11 - 20 Years | 6.50% |

- Estimated Payment
 - ✓ 10-year, 6.25%, 200k, G.O., STFL: 27,500
 - ✓ 10-year, 6.25%, 600k, G.O., STFL: 82,500



Initial Thoughts

- Determine borrowing amount desired
 - From documentation from Village staff 200k-600k depending on desired use of cash
- Given the low par amount commercial market COI may outweigh potential lower interest rate compared to other options
- Reach out to local banks where the Village has a relationship to see if they would be willing to assist and fund willingness on term, rate, and pledge
- Understand 2024 financial results to determine ability to pay
 - ✓ From 2025 budget document Sewer Utility produced 80,605.79 revenues over expenditures (included 91,760 of capital outlay)



Greg Ulman

| From: Sent: | Joe Kafczynski <jkafczynski@becherhoppe.com> Friday, February 21, 2025 10:22 AM</jkafczynski@becherhoppe.com> |
|----------------|---|
| То: | Greg Ulman |
| Subject: | [External] Village of Kronenwetter DWTF Well No. 2 - Services Outside of Change Order 03 and Original Contract |
| Attachments: | Dates Outside of Change Order 03 and Original Contract.pdf; Pages from _2021.022 Spec Set.pdf |
| Importance: | High |

Good morning Greg,

Attached to this email are dates and amounts believed to be outside of the Change Order 03 and the Original Contract as discussed at the previous UC Meeting. I've also attached a couple of pages from the Owner Contractor Agreement for this project which include Article 4 discussing Liquidated Damages and Special Damages/cost recoveries.

If you have any questions, please feel free to contact me.

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

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| Descriptions | Dates | Amount |
|--|-----------------------------|-------------|
| Change Order 03 Substantial Completions to Start Up (Contractor Overall Revised Schedule 10/22/2024) | 11/8/2024 through 1/6/2024 | \$3,654.00 |
| Substantial Completion (Contractor Overall Revised Schedule 10/22/2024) to Actual Substantial Completion | 1/10/2025 through 1/22/2025 | \$7,332.50 |
| · · · · | Total | \$10,986.50 |

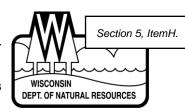
| ask Iame | Labor Code | Employee Number | Employee Full Name | Date | Regular Hours | Overtime Hours | Labor Bill Comment Amount | Section 5, Iten |
|-------------------------------------|---------------|--------------------|-----------------------|------------|------------------|-------------------|---|-----------------|
| | | | | | | | | k |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 9/17/2024 | 1.30 | | 221.00 On site RPR for approach slab and stoop concrete pour. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 9/27/2024 | .80 | | 136.00 On site for update pictures and generator install. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 10/28/2024 | 1.00 | | 170.00 On site RPR for installation of pressure vessels and construction update to Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 10/29/2024 | 1.30 | | 221.00 On site RPR for installation of pressure vessels and construction update to Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 11/6/2024 | 2.80 | | 476.00 On site RPR for installation of Mech. process piping, update to Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/3/2024 | 1.30 | | 221.00 On site RPR for installation of grout beneath filter equipment, pipe supports, and process piping. Coordination of schedules with Village. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/9/2024 | .80 | | 136.00 On site RPR for installation of process piping, control panels, grouting in equipment. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/16/2024 | 3.30 | | 561.00 On site RPR for mechanical piping install, painting/coatings, and coordination with Contractors on start up. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/17/2024 | 1.50 | | 255.00 On site RPR for mechanical piping install, painting/coatings, and coordination with Contractors on start up. Review inside of pressure vessels for debri | s. |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/18/2024 | 6.00 | | 1,020.00 On site for installation of media into pressure vessel chambers. Coordination with on site Contractors. | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/19/2024 | 1.80 | | 306.00 Start up meeting with Village, Contractors and sub contractors for coordination of the Well start up | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 12/30/2024 | 1.00 | | 175.00 On site RPR for filling of process piping for Bac - T sampling. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/2/2025 | 2.50 | | 437.50 On site RPR for filling of process piping for Bac - T sampling. Bac-T samples. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/3/2025 | 2.30 | | 402.50 On site RPR for filling of process piping for Bac - T sampling. Bac-T samples. Generator load bank testing. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/6/2025 | .80 | | 140.00 Upload project photos from on site RPR. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/7/2025 | 5.30 | | 927.50 On site RPR for start up. Kurita on site backwashing and running through checks, SCADA work on site, start project punch list. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/8/2025 | 2.80 | | 490.00 On site RPR for start up. Kurita on site backwashing and running through checks, SCADA work on site, start project punch list. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/9/2025 | 3.50 | | 612.50 On site RPR for start up. Kurita on site backwashing and running through checks, start project punch list. Weekly meeting on site. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/10/2025 | 3.00 | | 525.00 On site RPR for start up, installation of anthracite media, regeneration of greensand media. Punch list | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/13/2025 | 5.80 | | 1,015.00 On site RPR for start up of filters, blower installation, DNR walk through of facility. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/14/2025 | 9.00 | | 1,575.00 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/15/2025 | 8.30 | | 1,452.50 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. Start effluent testing of water quality. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/16/2025 | 7.50 | | 1,312.50 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. Start effluent testing of water quality | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/17/2025 | 6.00 | | 1,050.00 On site RPR for facility start up, training, mix of chemicals, backwash sequences of filters. Start effluent testing of water quality | |
| Construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/22/2025 | 5.30 | | 927.50 On site RPR for start up of the facility, testing for effluent quality. coordination with Contractors. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/23/2025 | 1.80 | | 315.00 Kron on site for testing treatment effluent for water quality. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/24/2025 | 2.30 | | 402.50 On site RPR for training staff on Manganese, Iron, and chlorine testing using DR 900. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/27/2025 | .80 | | 140.00 Construction punch list, upload items to Procore | |
| construction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 1/28/2025 | 2.00 | | 350.00 On site testing of effluent water quality. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 2/4/2025 | 4.80 | | 840.00 On site RPR for Kurita programming of backwash sequence using system water. | |
| onstruction Services On-Site (t/m) | 003 | 00196 | Kafczynski, Joseph | 2/5/2025 | 2.80 | | 490.00 On site RPR for Kurita programming of backwash sequence using system water. | |
| | | | Creve Area Tatala | | (2.20 | | 10.000 50 | |
| | | | Gray Area Totals | | 63.20 | | 10,986.50 | |
| | | | White Area Total | S | 36.30 | | 6,316.50 | |

L

State of Wisconsin DEPARTMENT OF NATURAL RESOURCES 101 S. Webster Street Box 7921 Madison WI 53707-7921

Tony Evers, Governor

Telephone 608-266-2621 Toll Free 1-888-936-7463 TTY Access via relay - 711



June 19, 2024

Leonard Ludi Village Administrator Village of Kronenwetter 1582 Kronenwetter Drive Kronenwetter, WI 54455

> Subject: Village of Kronenwetter – Well No. 2 Change Order #3 Approval SDW Project No. 5533-04 \$0.00 eligible Extend Substantial & Final Completion Dates

Dear Leonard:

This letter is to advise that the change order(s) listed below have been reviewed and approved as indicated.

| Change Order | Contractor | Description | Change Order Amount | Eligible Amount |
|-----------------|-----------------------------|--|------------------------|--------------------|
| 3 | Ellis Stone Construction | Add 99 days to Substantial Completion. Add 73 days to Final Completion. Due to equipment supply delays. | \$0.00 | \$0.00 |

Please understand that to the extent project contingency funds are sufficient to cover the costs of the change orders, our approval will result in loan participation. However, the action in no way constitutes either an actual or implied commitment to increase the loan amount.

This completes the review of all in-house change orders as of the date of this letter. If you believe that there are additional facts that should be considered relative to the allowable cost determination above, submit the associated information, along with any documentation, to me at the above address within 30 days of the date of this letter. If you have any questions, please call me at (715) 490-9072.

Sincerely,

David D. Andruczyk, PE Construction Management Engineer

cc: Elizabeth Higgins- Central Office – electronic Matt Marcum - Central Office – electronic Joe Kafczynski, P.E., Becher-Hoppe Associates, Inc. - electronic



CHANGE ORDER NO.: 3

| Owner: | Village of Kronenwetter | | Owner's Project No.: | : | |
|----------------|---------------------------|----------------|----------------------|--------------|--|
| Engineer: | Becher Hoppe Associates | | Engineer's Project N | o.: 2021.022 | |
| Contractor: | Ellis Construction | | Contractor's Project | No.: 23061 | |
| Project: | Well No. 2 – Water Treatr | ment Facility | | | |
| Contract Name: | | | | | |
| Date Issued: | 6/5/2024 | Effective Date | of Change Order: 6 | /5/2024 | |

The Contract is modified as follows upon execution of this Change Order:

Description:

Change substantial completion date from August 1, 2024 to November 8, 2024.

Change final completion date from September 1 to November 13, 2024.

Attachments:

Original 7/18/23 preliminary project schedule; revised 5/8/24 project schedule; ECON email of 4/26/24; Ellis Construction email of 5/21/24 containing Rhode explanation for delays.

| Change in Contract Price | Change in Contract Times [State Contract Times as either a specific date or a number of days] | | | | | |
|--|---|--|--|--|--|--|
| Original Contract Price: | Original Contract Times: Substantial Completion: 8/1/2024 | | | | | |
| \$ 2,862,000.00 | Ready for final 9/1/2024 payment: | | | | | |
| Increase from previously approved Change Orders No. 1 to No. 2 | No change from previously approved Change Orders No. 1 to No.2 | | | | | |
| \$ 11,043.00 | Substantial Completion:8/1/2024Ready for final9/1/2024payment: | | | | | |
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: Substantial Completion: 8/1/2024 | | | | | |
| \$ 2,873,043.00 | Ready for final 9/1/2024 payment: | | | | | |
| Increase this Change Order: | Change this Change Order: | | | | | |
| \$ 0.00 | Substantial Completion: N/A Ready for final N/A payment: | | | | | |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: | | | | | |
| \$ 2,873,043.00 | Substantial Completion:11/8/2024Ready for final11/13/2024payment: | | | | | |

51

| By: | Recommended by Engineer (if required) | Accepted by Contractor |
|--------|---------------------------------------|--|
| Title: | Project Engineer | Project Manager / |
| Date: | 512812024 | 5/28/24 |
| | Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | Jula Ma Chin | |
| Title: | Admitstrator | |
| Date: | 6-17-2024 | |
| | / | |

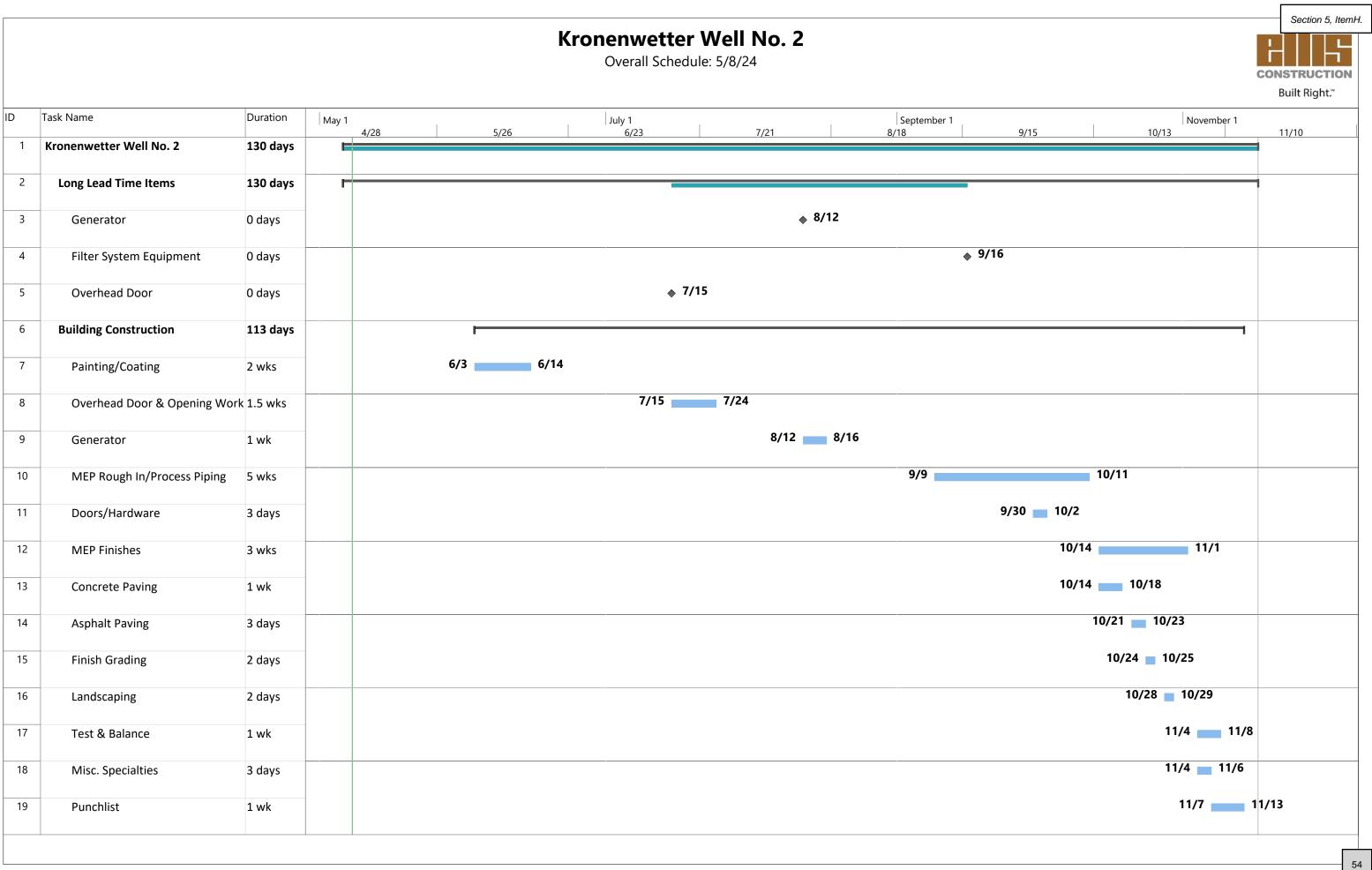


Kronenwetter Well No. 2

Preliminary Overall Schedule: 7/18/23

| ID | Task Name | Duration | Start | Finish | | Ser | ptember 1 | November 1 | January 1 | | March 1 | | May 1 |
|--------|---|-------------|--------------|---------------------------|------|------------|-------------|---------------|-----------|-----|----------|------|-------------|
| 1 | | 208 days2 | | | 7/23 | 8/20 | | 10/15 11/12 | 12/10 1/7 | 2/4 | 3/3 | 3/31 | |
| ו ר | Kronenwetter Well No. 2 | - | Wed 8/2/23 | Sun 9/22/24 | | | | | | | | | |
| 2 | Long Lead Time Items | - | Wed 8/2/23 | Wed 9/18/24 | 8/14 | | 10/6 | | | | | | |
| 3 | Light Fixtures | 8 wks | Mon 8/14/23 | Fri 10/6/23 | 8/14 | · | 10/0 | 11/17 | | | | | · · · · · · |
| 4 | Control Panels | 14 wks | Mon 8/14/23 | Fri 11/17/23 | | | | 11/17 | 13/15 | | | | |
| 5 | ATS | 18 wks | Mon 8/14/23 | Fri 12/15/23 | 8/14 | | | | 12/15 | | | | |
| 6 | Panels, Transformers | 20 wks | Mon 8/14/23 | Fri 12/29/23 | 8/14 | | | | 12/29 | | | | |
| 7 | Generator | 50 wks | Mon 8/14/23 | Fri 7/26/24 | 8/14 | | A (22 | | | | | | |
| 8 | Manholes and Associated Mater | | Mon 8/14/23 | Fri 9/22/23 | 8/14 | | 9/22 | | | | | | |
| 9 | HVAC | 8 wks | Mon 8/14/23 | Fri 10/6/23 | 8/14 | | 10/6 | | | | | | |
| 10 | Equalization Tanks | 8 wks | Mon 8/14/23 | Fri 10/6/23 | 8/14 | | 10/6 | | | | | | |
| 11 | Well Pump and Motor | 10 wks | Mon 8/14/23 | Fri 10/20/23 | 8/14 | | | 10/20 | | | <u>.</u> | | |
| 12 | Chemical Equipment | 12 wks | Mon 8/14/23 | Fri 11/3/23 | 8/14 | | | 11/3 | | | | | |
| 13 | Valves | 28 wks | Mon 8/14/23 | Fri 2/23/24 | 8/14 | | | | | | 2/23 | | |
| 14 | Filter System Equipment | 44 wks | Mon 8/14/23 | Fri 6/14/24 | 8/14 | | | | | | | | |
| 15 | Door Hardware | 10 wks | Mon 8/14/23 | Fri 10/20/23 | 8/14 | | | 10/20 | | | | | |
| 16 | FRP Doors and Frames | 18 wks | Mon 8/14/23 | Fri 12/15/23 | 8/14 | | | | 12/15 | | | | |
| 17 | Building Construction | 250 days | Mon 8/28/23 | Fri 8/9/24 | | | | | | | | | |
| 18 | Site Stripping/Rough Grading | 2 days | Mon 8/28/23 | Tue 8/29/23 | | 8/28 🛛 8/2 | 29 | | | | | | |
| 19 | Excavate Foundations | 2 days | Wed 8/30/23 | Thu 8/31/23 | | 8/30 🛛 8/ | /31 | | | | | | |
| 20 | Site Utilities | 1 wk | Mon 9/11/23 | Fri 9/15/23 | | 9/11 | 1 💼 9/15 | | | | | | |
| 21 | Footings/Foundations | 2 wks | Mon 9/18/23 | Fri 9/29/23 | | 9 | 9/18 9/29 | | | | | | |
| 22 | Underground R.I. | 5 days | Mon 10/2/23 | Fri 10/6/23 | | | 10/2 💼 10/6 | | | | | | |
| 23 | Backfill Foundations | 2 days | Mon 10/9/23 | Tue 10/10/23 | | | 10/9 👖 10/ | 10 | | | | | |
| 24 | Masonry | , 2 wks | | | | | 10/11 | 10/24 | | | | | |
| 25 | Structural Steel | 2 days | Mon 10/16/23 | | | | 10/16 | 10/17 | | | | | |
| 26 | Interior Slab on Grade | 4 days | | Mon 10/30/23 | | | 10/25 | 5 💼 10/30 | | | | | |
| 27 | Trusses | , 4 days | Tue 10/31/23 | Fri 11/3/23 | | | 10, | /31 💼 11/3 | | | | | |
| 28 | Roofing/Siding | 1.5 wks | Mon 11/6/23 | Wed 11/15/23 | | | | 11/6 11/15 | | | , | | |
| 29 | Insulation | 3 days | | Mon 11/20/23 | | | | 11/15 📩 11/20 | | | | | |
| 30 | FRP Panels | 1.5 wks | | Wed 11/29/23 | | | | 11/20 11 | | | | | |
| 31 | MEP Rough In/Process Piping | 4 wks | Mon 6/3/24 | Fri 6/28/24 | | | | | - | | | | |
| 32 | Painting/Coating | 2 wks | Mon 7/1/24 | Fri 7/12/24 | | | | | | | , | | |
| 33 | MEP Finishes | 3 wks | Mon 7/1/24 | Fri 7/19/24 | | | | | | | | | |
| 34 | | | | | | | | | | | | | |
| 35 | Knock Out Panel Masonry Doors/Hardware | 4 days | Mon 7/1/24 | Thu 7/4/24 Wed 7/10/24 | | | | | | | | | |
| | | 4 days | Fri 7/5/24 | | | | | | | | | | |
| 36 | Test & Balance | 2 wks | Thu 7/11/24 | Wed 7/24/24 | | | | | | | | | |
| 37 | • | 1 wk | Mon 7/22/24 | Fri 7/26/24 | | | | | | | | | |
| 38 | Rough Grading | 3 days | Fri 7/5/24 | Tue 7/9/24 | | | | | | | | | |
| 39 | Concrete Paving | 1 wk | Wed 7/10/24 | Tue 7/16/24 | | | | | | | | | |
| 40 | Asphalt Paving | 4 days | Wed 7/17/24 | Mon 7/22/24 | | | | | | | | | |
| 41 | Finish Grading | 2 days | Tue 7/23/24 | Wed 7/24/24 | | | | | | | | | |
| 42 | Landscaping | 5 days | Thu 7/25/24 | Wed 7/31/24 | | | | | | | | | |
| 43 | | 1 wk | Mon 7/29/24 | Fri 8/2/24 | | | | | | | | | |
| 44 | Punchlist | 1 wk | Mon 8/5/24 | Fri 8/9/24 | | | | | | | | | |

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3201 Stanley Street • Stevens Point, WI 54481 • (715) 345-5000 • Fax (715) 345-5007

REQUEST OF CONTRACT EXTENSION

Thursday, October 24, 2024

To: Becher Hoppe & The Village of Kronenwetter

Re: Kronenwetter Well

All,

Pursuant to Article 4 of the contract, substantial completion is noted as on or before 8/1/24 and final completion is noted as on or before 9/1/24. Liquidated damages are noted at \$1,000.00 per day until the stated substantial completion date, as well as \$1,000.00 per day after the stated final completion date until actual final completion. Due to circumstances outside of Ellis' and our subcontractor's control, please use this letter as a formal request for a contract extension based on the attached revised overall schedule dated 10/22/24. The newly requested substantial completion date is 1/10/24, and the requested final completion date would be 2/10/24.

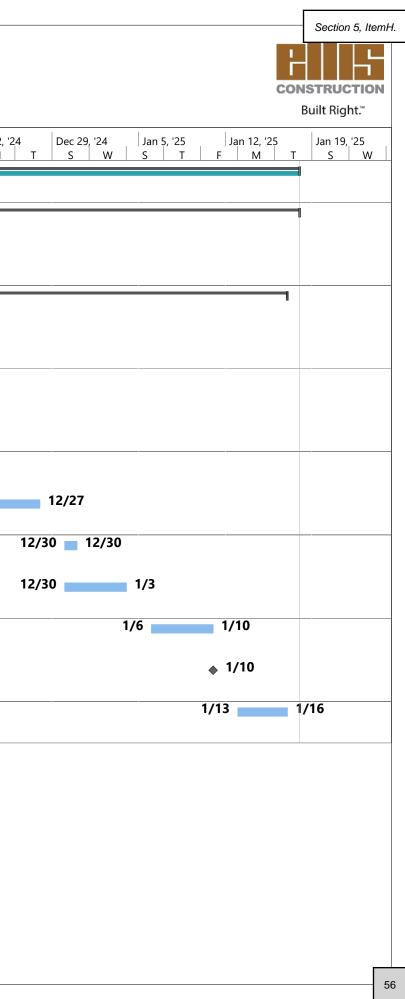
Regards,

Zach Gilmaster Project Manager Ellis Construction

Kronenwetter Well No. 2

Revised Overall Schedule: 10/22/24

| D | Task Name | Duration | ct 20, '24 Oct 27, '24 Nov 3, '24 Nov 10, '24 Nov 17, '24 Nov M T S W S T F M T S W S | 24, '24 Dec 1, '24 Dec 8, '24 Dec 15, '24 Dec 22, '2 T F M T S W S T F M |
|----|---------------------------------|----------|--|---|
| 1 | Kronenwetter Well No. 2 | 60 days | | |
| 2 | Long Lead Time Items | 60 days | P | |
| 3 | Filter System Equipment | 0 days | ♦ 10/28 | |
| 4 | Building Construction | 59 days | | |
| 5 | Equipment Setting | 1 wk | 10/28 11/1 | |
| 6 | MEP Rough In/Process Piping | 5 wks | 11/4 | 12/6 |
| 7 | Asphalt Paving | 3 days | 10/30 11/1 | |
| 8 | Landscaping | 2 days | 11/4 11/5 | |
| 9 | MEP Finishes & Fill Media | 3 wks | | 12/9 |
| 10 | Misc. Specialties | 1 day | | |
| 11 | Test & Balance HVAC | 1 wk | | |
| 12 | Filter System Start Up (Kurita) | 1 wk | | |
| 13 | Substantial Completion | 0 days | | |
| 14 | Punchlist | 4 days | | |



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Village of Kronenwetter** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a 50 ft x 42-8 ft x 16 ft masonry building containing 700 GPM pressure filter, detention tanks, equalization tanks, process piping, magnetic flow meter, chemical feed pumps with tanks and scale, hot water heater, plumbing, standby power generation, electrical, erosion control and site restoration.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of a 50 ft x 42-8 ft x 16 ft masonry building containing 700 GPM pressure filter, detention tanks, equalization tanks, process piping, magnetic flow meter, chemical feed pumps with tanks and scale, hot water heater, plumbing, standby power generation, electrical, erosion control and site restoration.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Becher-Hoppe Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Becher-Hoppe Associates, Inc.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially complete on or before **August 1, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 1, 2024**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- 4.04 Special Damages
 - A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
 - B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
 - C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.