

PROJECT La Pointe Town Dock DATE 6/17/2020
PROJECT NO. 21358
PROJECT LOCATION La Pointe, WI
SUBJECT Review and Response to
Madeline Island Ferry Line
Letter: Wren Works Final
Payment - Discrepancies
PREPARED BY Christopher Devick

DISTRIBUTION

NAME	COMPANY	EMAIL	PHONE
Lisa Potswald	Town of La Pointe	dministrator@townoflapointe.wi.gov	
Andy Luehmann	SmithGroup	Andy.luehmann@smithgroup.com	
Rob Wright	SmithGroup	Rob.wright@smithgroup.com	

SmithGroup reviewed the Letter provided by Madeline Island Ferry Line (MIFL) dated 05/29/2020 regarding their review of the project and project payments. The following includes the concerns by MIFL, responses from SmithGroup and background information. SmithGroup hopes this provides sufficient information to address MIFL's concerns.

MIFL Line Item #7 – Steel Pile Pinning - \$176,700.00:

There was no work done on this line item to our knowledge, however on pay request #1 a payment was made to Wren Works on this item in the amount of \$17,600.00 and the balance due for this item in the amount of \$159,030 is still appearing on the final pay request as a balance due for this item.

We believe the balance due on this item is \$0.00 and that the previously paid amount of \$17,600.00 should be deleted from the final payment to correct the earlier over payment for work not completed.

SmithGroup response:

During pile driving portion of the project several piles were not able to be driven to depth shown on project Contract Documents. This necessitated installation of the pile pinning at select locations per the Contract Documents. Pile pinning was installed during the week starting 4/11/2020. The full payment for this line item will be made in accordance with Contract Documents. Additional documentation, including photos are provided in Attachment 1.

MIFL Line Item #14 – Mooring Dolphins - \$137,805.00:

There was no work done on this item, however on pay request #1 a payment was made to Wren Works on this item in the amount of \$42,625.14, which left a balance due for this item of \$95,179.86, which was accounted for in change Order #1, as it was deemed that the owner was going to do this work themselves. However, the \$42,625.14 is still in question as we do not know why this amount was paid – if this amount was for the cost of materials for this line item, then the materials need to be delivered to the Town. If no materials are presented to account for this \$42,625.14 previous payment, then this amount will also need to be deleted for the final payment.

SmithGroup response:

During discussion regarding Change Order #1 Wren Works noted the following regarding the proposed change order to remove the Passenger Shelter and Mooring Dolphins from the contract:

1. In the bidding process, costs for equipment are spread over the entire project. Removing an entire line item does not eliminate the allocated cost of equipment.
2. Due to construction scheduling labor cost incurred are not eliminated by the removal of an entire line item.

During follow-on discussions with Wren Works regarding Change Order #1, Wren Works noted the following:

“Per the general conditions Article 10.03 and Article 11.03d; we are making a formal appeal in your recommendation to the Town that the deduction of the full unit price item for the mooring dolphins and shelter be used in change order 0001.

1. The items being removed from our contract but are NOT being removed from the project. “The Owner will install this separately”.
 - a. Per 11.03d3: Additional expenses are incurred as a result of the elimination of the item as the prorated equipment cost of \$40,672.84 is still incurred.
 - b. Per 11.03d3: Labor expense of \$6,598.72 is still incurred as a result of the elimination of the item as the crew members are still required to be onsite.
 - c. Per 12.01c: The additional mark up of \$2,269.03 is reasonable contractors fee.
2. Wren Works requests the change order 001 be reduced to \$108,449.00 to cover the above expenses.”

Based on these and follow on conversations and meetings with Wren Works regarding Change Order #1 the final sum of \$115,363.86 was agreed to. The \$42,625.14 is related to these discussions, Change Order #1 and a part of the Contract Documents.

Please, let me know if you have any further questions regarding these Pay Application concerns or need any further supporting documentation related to these items.

ATTACHMENT 1









8165 Graphic Dr., NE
Belmont, MI 49306
Phone: 616.866.0815
Fax 616.866.1810

INVOICE

Invoice #
350296

Date: 03/27/2020
Due On: 04/26/2020

Ship To WREN WORKS LLC
5753 S FOREST RD
* TROY BURKHART 218-591-4633
POPLAR, WI 54864

Please Remit To
Dept 77897
P.O. Box 77000
Detroit, MI 48277-0897

Export

Currency

Sold To WREN WORKS LLC
5753 S FOREST RD
POPLAR, WI 54864

Terms

NET 30

Customer	Order	Sales Rep	Purchase Order Number	P.O. Rev
95385232	258712	524	Verbal Troy	

Ship No	Shipping Instructions	Carrier	Ship Date	Ship Weight
235968	PPD/USFHOLLAND/GDR	USF HOLLAND	03/27/2020	0 LB

Invoice Comments
-- PER DAN J NET PRICES

Description & Comments	Quantity	U/M	Price	Amount
B7X17612000 - GEO-DRILL INJ BAR 76MM X 10'0"	1.0	EA		

Special Charges
PPD/USF#10721321630/GDR

Net Sales		Trade Discount	\$0.00
Misc Charges	\$0.00	Terms Discount	\$0.00
Freight			
Taxes	\$0.00	Amount Due	

Sheet pile pinning



700 S. Waverly Rd.
HOLLAND, MICHIGAN 49423

PHONE (616) 395-5000

DUNS 00-111-3124

(HMES)

CUSTOMER'S COPY

2

LOCAL NO.

ORIG.	DEST.	TYPE	P/C	BILLER
GR	AP		P	TXR

SHIPPER BOLIND

142775

PRO NUMBER

107-2132163

Q TU31

COD AMOUNT

FREIGHT CHARGES DUE HMES

CONSIGNEE

WREN WORKS LLC
5753 S FOREST RD
POPLAR

WI 54864

TSUF/msp



SHIPPER

WILLIAMS FORM ENGINEERING
5501 RUSCHE DR NW
COMSTOCK PARK

253784

MI 493219551

BILL CHARGES TO

WILLIAMS FORM ENGINEERING
5501 RUSCHE DR NW
COMSTOCK PARK

MI 493219551

INBOUND TRAILER		ROUTE NO.	BYD. SCAC	BEYOND REVENUE	ADV. SCAC	ADVANCE PRO	ADVANCE DATE		ADVANCE REVENUE		HMES REVENUE	
						23295330						
PIECES	H/M	DESCRIPTION					CLASS	WEIGHT (LBS)	RATE	CHARGES	PPD/COL	
1		TUBE STEEL BOLTS AND NUTS 10 FEET LONG					50.0	140				
1		TOTALS						140			PP	
RESIDENTIAL DELIVERY												

☐ INSIDE DELIVERY ☐ LIFTGATE ☐ SORT/ SEGREGATE ☐ RESIDENTIAL ☐ NON COMMERCIAL/ LIMITED ACCESS ☐ OTHER

THANK YOU FOR
USING HOLLAND!

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED. WHERE APPLICABLE
SHIPMENT DELIVERED WITH WRAP INTACT UNLESS OTHERWISE NOTED.

PRINT NAME

SIGNATURE

Troy Burkhardt
Troy Burkhardt

FIRM

IN

0915

OUT

DRIVER

To-TSU

DATE DEL'D

3/31/20
OPER 1000 04/17 5.0