

(5)TB, Lisa, Barb, Micaela,  
Amb, Public

## Madeline Island Ambulance Service Report

September 19, 2020

We had a total of 14 runs in August. It was still a pretty busy month for us and I am glad to say that September seems to be slowing down a bit. We have had one EMT in quarantine this month which reduced our service to a minimum.

We did have a great recruitment meeting a week ago. We had 8 people show up to find out more about EMS. We are glad to see that one of our EMRs is interested in becoming an EMT as well. We know that not everyone will follow through but it was a nice sign to see so many young and eager faces. We are hoping to send quite a few to class and I am working on the budget to try to get them there. The class will be mostly on-line with one intensive week in the cities. It should be more economical for the town to have the class run this way.

We had our regular monthly meeting at the county garage. Even with doors open and people spaced out we kept our masks on. We had special guests from Stryker here to show us the LUCAS device which is the automatic chest compression device. They also showed up the LIFEPAK which is the EKG machine. We are still hoping to purchase the LUCAS device before the end of the year.

We had a very good council meeting this month on Zoom. Our medical director was present and we discussed the current COVID status, new airway and protocols coming and our agreements for intercept, and mutual aid.

Bayfield County is still considered a hot spot for the virus at this time and it continues to keep our awareness of safety for the service at a premium. I have been getting all of the PPE that we need from our regular sources so I have not sought out other options.

My first draft of my budget is completed and I am just plugging in numbers so I can meet with Lisa and go over anything that I have missed or need to include.

It is great to watch the new ESB building progressing. I had a meeting with Robert and Joan Martin and Lisa about the colors for the interior of the building. We are waiting to get some new samples and then we should be able to make decisions quickly.

Please stay safe, wash your hands, social distance, get some fresh air, eat a good diet, exercise and stay healthy! Respectfully Submitted, Cynthia Dalzell, Madeline Island Ambulance Service

RECEIVED

SEP 21 2020

Initial: dg

(5) TB, Lisa, Barb, Micaela,  
Ben, Public

**Dorgene Goetsch**

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**From:** Lisa Potswald  
**Sent:** Tuesday, September 22, 2020 2:21 PM  
**To:** jmpjip@yahoo.com; 'John Carlson'; xchief@cheqnet.net; Sue Brenna (susanbrenna01@gmail.com); 'Glenn Carlson (glenncarlson453@gmail.com)'  
**Cc:** Micaela Montagne; Barb Nelson; Ben Schram; Dorgene Goetsch  
**Subject:** Regarding Smith Group Contract renewal  
**Attachments:** 9-22-20 Max Re Smith Group.pdf

Hi, All.

Please see attached letter from Town Attorney Max Lindsey regarding the Town's contract with SmithGroup and their requested payments. Dorgene will put hard copies in your boxes.

Regards,

Lisa Potswald  
Town Administrator  
Town of La Pointe  
PO Box 270 – 240 Big Bay Road  
La Pointe, WI 54850  
715-747-6914  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)

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SEP 22 2020

Initial: dg

**ANICH, WICKMAN & LINDSEY, S.C.**

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MATTHEW F. ANICH  
TYLER W. WICKMAN  
MAX T. LINDSEY  
ROBERT E. EATON

September 22, 2020

Town of La Pointe Town Board  
c/o Lisa Potswald, Town Administrator  
240 Big Bay Rd  
La Pointe, WI 54850

**RE: SmithGroup Pay Request**

Dear Town Board & Administrator Potswald:

This letter is in response to your question regarding the recent pay requests from SmithGroup for their services relating to the Town Dock Project.

The June 25, 2019 contract with SmithGroup (the "Contract") involved two separate tasks required of SmithGroup in the scope of services. The first task was the "Construction Phase Services," which included work involving reviewing submittals, change orders, pay applications, record drawings, and final punch-list items. There is no real dispute as to SmithGroup's performance on this first task. The contract attributed a total cost of \$32,120.00 for the first task. I recommend payment in full for this task.

The second task under the contract was the "Resident Project Representative Construction Services." The purpose of this addition was stated as follows, "In addition to normal construction services, the SmithGroup team will have one person on-site during the construction of the Town Dock project to observe construction progress and confirm compliance with contract documents." The Contract further stated that "the construction duration is anticipated to last approximately 12 weeks. SmithGroup will have one Resident Project Representative for Task 2 under the Scope of Services for a total of 72 days on-site." The deliverables for Task 2 were to complete "Daily Observation Reports." The total cost attributed to the Task 2 portion of the contract was \$106,405.00, which equates to \$1,477.85 per day based on the assumed 72 days of on site.

As everyone is aware, the Covid-19 pandemic flared up during the construction phase of the Town Dock. On March 17, 2020 SmithGroup sent an email stating that they were pulling their on-site manager. This email did not request a change order for the construction management contract and it did not propose any alterations to the responsibilities of SmithGroup to provide on-site management.

Reviewing all of the reports provided by SmithGroup, the following reports were provided:

- November, 2019 – 16 days on-site with daily reports submitted
- December, 2019 – 18 days on-site with daily reports submitted
- January and February – site was shut down for winter

- March, 2020 - weekly summaries but no daily reports and no dated photographs.
- April, May and June -- no daily progress reports. While the April-May report contains dated photographs, no detailed daily progress reports were provided showing how many days, if any, SmithGroup had an on-site manager at the project or detailing the exact work that was conducted each day.

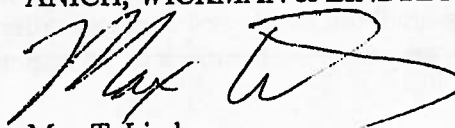
Thus, we have only been provided with daily reports for 34 days of this project. Including the 18 dated photographs in April and May, the total daily reports and photographs is 52. Multiplying this total of days on site by the daily rate calculated above ( $52 \times \$1,477.85$ ) gives the value of the on-site services of \$76,848.20.

In addition to SmithGroup not providing the anticipated 72 days of on-site services as required by the contract, this failure to have on-site oversight has led to numerous problems for the Town in this project. The Town Board is aware of the issues relating to the sheet pile pinning and whether the pinning was done correctly. The reason that there was a dispute as to whether the pinning was done correctly was because the Town was not initially provided with a detailed statement as to the tip elevation that each sheet pile was driven to. If SmithGroup had completed the daily reports as required, this information would have been readily available to the Town and would have avoided significant cost and delay related to that issue.

Moreover, on September 17, 2020, the Town was presented with a requested change order for additional concrete that was used during the dock project. The requested change was for an additional \$21,480.00. Looking back at the monthly summaries, it appears that this concrete work was completed in May of 2020. However, we do not have daily reports to show how much concrete was delivered, why an additional 20 yards was required, or what efforts were taken to keep the concrete use consistent with the bid in this matter. If a representative were on-site, this issue should have been dealt with at the time the concrete was being laid rather than five months later when there is little that can be done.

To date, the Town has already paid \$88,838.25 out of the projected \$106,405.00 on the Task 2 portion of this project. It is my opinion that this payment is more than sufficient to cover the cost of the Resident Project Representative for the days that were actually on-site and the days where progress reports were completed as required by the contract. If SmithGroup can provide additional evidence as to the number of days a resident representative was on-site and adequate reasons for why daily progress reports were not completed, this matter can be revisited if it shows compliance with the contract.

Yours truly,  
ANICH, WICKMAN & LINDSEY, S.C.



Max T. Lindsey  
Town of La Pointe Town Attorney