

AXLEY ATTORNEYS

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May 2, 2024

Via E-mail, Certified Mail, Return Receipt and Regular Mail

City of Wauwatosa
c/o Attorney Hanna R. Kolberg
Wauwatosa City Attorney's Office
7725 W. North Ave
Wauwatosa, WI 53213-1720
hkolberg@wauwatosa.net



NOTICE OF CLAIM

Re: Project 21-55, the Blanchard Street Pumping Station Modifications

Dear Attorney Kolberg:

This letter serves as a Notice of Claim under Article 12 of the General Conditions for the Project by Midwest General & Mechanical Contractors, Inc.'s ("Midwest" or "Contractor") of the attached denial by the City of Wauwatosa to extend the substantial completion date of the above-referenced Project by 90 days.

At the present time, Midwest is unaware of any deficiencies in its work that contributed to occurrence in the pump room due to the displacement of the pipe installed by Midwest. Midwest reasonably believes that all of its work on this Project was in full compliance with the applicable plans and specifications. Midwest fully tightened all pipe connections. Moreover, the use of air testing in lieu of water testing was a substantial contributing factor to this occurrence. Midwest had the option to use water testing but was told to use air testing. Water testing would not have caused the pipe to be displaced.

As a result of the occurrence, the Project has been shut down. New materials have had to be fabricated. By the time the pump room is again accessible, and materials are ready to be installed,

CHARTER OF THE

CIVIL SERVICE

SECTION 1
ARTICLE 1

Section 1. The purpose of this Charter is to establish the principles and standards for the Civil Service of the State of New York.

Section 2. The Civil Service shall be composed of all persons employed by the State of New York who are not members of the State Police or the State Thruway Authority.

Section 3. The Civil Service shall be organized into a hierarchy of positions, each of which shall be classified according to its duties and responsibilities.

Section 4. The Civil Service shall be subject to the provisions of the Civil Service Law of the State of New York.

Section 5. The Civil Service shall be subject to the provisions of the Civil Service Regulations of the State of New York.

Section 6. The Civil Service shall be subject to the provisions of the Civil Service Rules of the State of New York.

Section 7. The Civil Service shall be subject to the provisions of the Civil Service Orders of the State of New York.

Midwest reasonably and in good faith believes the occurrence will have caused an approximate 90-day delay to the substantial completion date.

Very truly yours,

AXLEY BRYNELSON, LLP



Saul C. Glazer

SCG:amv

Enclosure

cc: Ruekert & Mielke, Inc., c/o Chris Eppstein, cepstein@ruekert-mielke.com

Via E-mail, Certified Mail, return receipt and Regular Mail

I hereby certify that Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's Claim, including that this claim is made good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time requested accurately reflects the full amount to which Contractor is entitled.

MIDWEST GENERAL & MECHANICAL CONTRACTORS, INC.


CHARLES E. ZWOLANEK, PRESIDENT

Dated 5/2/24

From: Hanna Kolberg <hkolberg@wauwatosa.net>

Sent: Thursday, April 4, 2024 11:47 AM

To: 'Chuck Zxolanek' <midwestpipeline@countrysspeed.com>

Cc: Adam Florin <aflorin@wauwatosa.net>; David Simpson <dSimpson@wauwatosa.net>; Alan Kesner <akesner@wauwatosa.net>

Subject: Blanchard Pump Station Project

Mr. Zxolanek,

The City is in receipt of your request for a 90 day extension for substantial completion of project 21-55, the Blanchard Street Pumping Station Modifications.

The City's sole interest is in the expeditious completion of the project. Each day that the project remains uncompleted the City suffers financial and other losses. The terms of the contract contemplated this situation, with the parties agreeing on \$500 a day in liquidated damages for each day of delay.

At this time, the City is unwilling to extend the deadline for substantial completion beyond April 1st. The City will begin to toll liquidated damages pursuant to the contract on the date that the station becomes open and available for repair work and project finalization. The City is willing, however, to factor in expeditious completion of the project during its efforts to collect these damages and will appreciate all efforts to keep the City apprised of anticipated completion.

Hanna R. Kolberg
Deputy City Attorney
City of Wauwatosa

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