



8/28/2024

Village of Kronenwetter
1582 Kronenwetter Drive,
Kronenwetter, WI 54455
ATTN: Mark Mackey

RE: Well No. 1 Piping Maintenance

Mark,

Per your request, Water Well Solutions is pleased to submit the following proposal regarding the piping maintenance that is required at Well No. 1. The scope of work will be to remove and replace the currently leaking spool piece and butterfly valve with new components. The chemical feed equipment is to be reused.

Well No. 1 Piping Maintenance:

	QTY	Unit	Unit Cost	Estimated Total
Labor:				
2 Man Crew w/ Service Truck and Tools	8-12	Hours	\$340	\$2,720.00 - \$4,080.00
Materials:				
10" x 50" FLG x FLG DI Spool w/ (1) 3/4" NPT Tap	1	EA	\$2,320	Est. \$2,320.00
Pratt 150B Butterfly Valve w/ Gear & Hardware	1	EA	\$4,600	Est. \$4,600.00
Misc Consumables (Fuel, Tape, Oil, Etc.)	1	EST		Est. \$250.00 - \$500.00
			Estimated Total	\$9,890.00 - \$11,500.00

All work will be performed on a time and material basis at our standard hourly rates. If you wish to proceed with the scope of work outlined above, please sign below and return a copy of this proposal. Upon approval, we can schedule the work ASAP. Water Well Solutions values our partnership with the Village of Kronenwetter and looks forward to working with you. As always, please feel free to contact us with questions.

Best regards,

Philip M. Judkins
Project Manager

Signature: _____

Name: _____

Title: _____

Date: _____



INVOICES. Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1 1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized, or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures, which arise out of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

PERFORMANCE. Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

MISCELLANEOUS. The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.