



PUBLIC WORKS COMMITTEE AGENDA

April 08, 2025 at 6:10 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Discussion and action relating to Minutes**
 - a. February 25, 2025
3. **Discussion and recommendation regarding bid award for street repairs and maintenance.**
 - a. Fahrner - \$105,871.00 - seal coating
Scott - \$115,999.79 - seal coating
D.L.Gasser - \$116,964 - mill and fill
4. **Discussion and recommendation regarding the Professional Services Agreement towards Phase 2 of the WWTF Upgrade for \$109,100.**
 - a. Professional services agreement phase 2
5. **Director of Public Works**
6. **Adjourn**

NOTICE:

It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Deputy Clerk Nicole Lyddy (608) 747-2706.

Any member of the public wishing to join the meeting telephonically should call City Hall by 4pm the day of the meeting. Staff will be happy to provide instructions on joining the meeting by phone. City Hall main number: 608-847-6676



PUBLIC WORKS COMMITTEE MINUTES

February 25, 2025 at 6:10 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call:** The Public Works Committee was called to order on Tuesday, February 25, 2025, at 6:10 p.m. by Chairperson Rick Noe. Attending members included Donna McGinley and Rick Noe. Absent was Mary Bender. Director of Public Works Rob Nelson, Administrator Daron Haugh, and Deputy Clerk Nicole Lyddy were also present.
2. **Minutes:** Motion made by McGinley, seconded by Noe to approve minutes of February 11, 2025. Motion carried.
3. **Remote Lift Stations and Water Sites Phase II:** Motion made by McGinley, seconded by Noe to recommend to the council to approve Van Ert Electric, Inc in the amount of \$1,247,955.00 for the Remote Lift Stations and Water Sites Phase II. Motion carried.
4. **Director of Public Works:** Nothing to report
5. **Adjourn:** Motion made by McGinley, seconded by Noe to adjourn. Motion carried at 6:14 pm.

Chair

Date

PROPOSAL / CONTRACT

Job No. _____



Pavement Maintenance Contractors

EOE, including disability / vets

Date: March

Section 3, Item a.

CORPORATE OFFICE

2800 Mecca Drive • Plover, WI 54467
phone 715.341.2868 • toll-free 800.332.3360
fax 715.341.1054

751 N Bluemound Drive • Appleton, WI 54914
phone 920.759.1008 • fax 920.759.1019

6615 US Highway 12 W • Eau Claire, WI 54703
phone 715.874.6070 • fax 715.874.6717

914 Commercial Court • Onalaska, WI 54650
phone 608.779.6641 • fax 608.779.6813

316 Raemisch Road • Waunakee, WI 53597
phone 608.849.6466 • fax 608.849.6470

111 Anderson Road • Iron River, WI 49935
phone 906.265.6770 • fax 906.265.5719

2224 Veterans Memorial Pkwy • Saginaw, MI 48601
phone 989.752.9200 • fax 989.752.9205

Contact Name: Rob Nelson	Contract Price: \$105,871.00
PURCHASER: City of Mauston	TELEPHONE: (608) 847-4070
ADDRESS: 303 Mansion St. Mauston, WI. 53948	DESCRIPTION OF PROPERTY: City of Mauston 1260 North Road Mauston, WI. 53948

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

PROJECT: Street Repair 2025 (Per City of Mauston Specifications)
 Rout cracks in a 1:1 ratio minimum of 3/4" x 3/4" to sound asphalt.
 Blow cracks clean of debris with compressed air using a minimum of 185 CFM air compressor. Torch cracks with heat lance to clean and thoroughly dry cracks as necessary. Fill cracks with hot applied rubberized sealant that meets or exceeds ASTM D 6690 Type II.
 Thoroughly clean the existing surface with a self propelled broom. Apply 340 degree PG58-28 5% oil by full-width spray distributor. Apply cover aggregate and spread uniformly over surface with full-width self propelled chip spreader. Roll with pneumatic-tired roller.
 Re-Stripe with 1 coat latex traffic paint
 Price includes pot hole patching as needed.
 Post sweeping to be done by others.
APPLICATION: Double Seal.
LIQUID ASPHALT: PG58-28 W 5% cutback.
AGGREGATE: 3/8" Washed Fractured Granite Chip.
 (1) Loomis Drive: 840' x full width.
 (2) Highview Drive: 1,275' x full width.
 (3) Elm Street: 2,225' x full width.
 (4) Colfax Street: 1,200' x full width.

Crack Sealing, Chip Sealing, Pavement Marking. Total Cost: \$105,871.00

One year warranty on materials and workmanship from date of application.

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 10 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

- 2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
- 3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$105,871.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC: Cell: (715) 828-7219
Fred.Brown@fahrnerasphalt.com

PURCHASER:
I have read and understand the terms and conditions on both sides of this contract.

Fred Brown

(PRINT OR TYPE NAME)

By: _____
(CONTRACTOR REPRESENTATIVE)

(PRINT OR TYPE NAME)
By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: March 20, 2025

Date of acceptance: _____

TERMS AND CONDITIONS

Section 3, Item a.

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

SCOTT

CONSTRUCTION, INC.

Section 3, Item a.

ASPHALT SURFACING SINCE 1926

ROADS • STREETS • HIGHWAYS • DRIVEWAYS • PARKING LOTS

www.scottconstruct.com Ph. 608-254-2555 In WI: 800-843-1556 Fax: 608-254-2249

560 MUNROE AVE., P.O. BOX 340 LAKE DELTON, WI 53940

"An Equal Opportunity Employer."

Submitted To:	Contact:	Proposal/Date:
CITY OF MAUSTON	C/O ROB NELSON	
JUNEAU COUNTY	PUBLIC WORKS DIRECTOR	S0290507
1260 NORTH ROAD	- -	3/18/2025
MAUSTON, WI 53948	prevailing wage determination number:	None Provided

Asphaltic Chip Seal Surfacing for Pavement Maintenance and Preservation

Includes men and equipment to sign work zone and thoroughly clean existing pavement with a combination self-propelled power broom/mechanical blower, furnish cold mix patch material and pot hole hand patch prior to chip seal surfacing.

Polymer-Modified Liquid Asphalt blended at a State of Wisconsin and AASHTO certified liquid asphalt production facility; furnished, heated to 180 degrees F and applied in a single pass up to 24 feet wide.

Scott Construction Inc. to furnish, load, haul and place cover aggregate, in a single pass up to 24 feet wide, using a self-propelled chip spreader and compact using a rubber tire and/or combination rubber tire/steel wheel self-propelled roller.

ALL WORK INCLUDES CRACK FILL PRIOR TO DOUBLE CHIP SEALING USING DARK GRANITE CHIP AND ALL PAINT MARKINGS TO BE REPLACED AFTER CHIP SEALING.

HIGHVIEW ST. - MARTIN ST. TO PEARL ST. (1,284' X 29') TOTAL = \$47,622.81

LOOMIS DR. - GROVE ST. TO ARLINGTON AVE. (895' X 36') TOTAL = \$23,311.00

COLFAX ST. - MONROE ST. TO SHERMAN ST. (1,175' X 33') TOTAL = \$24,381.50

ELM ST. - WEST AVE. TO GRAYSIDE AVE. (2,239' X 32') TOTAL = \$20,684.48

GRAND TOTAL = \$115,999.79

ONE YEAR WARRANTY ON ALL MATERIAL AND LABOR FROM DATE COMPLETED.

ALL WORK TO MEET OR EXCEED THE CITY OF MAUSTON'S SPECIFICATIONS

If SCI determines the scope and/or quantity of work to be performed under contract differs from this proposal, SCI retains the right to price adjust prior to commencement of the work.

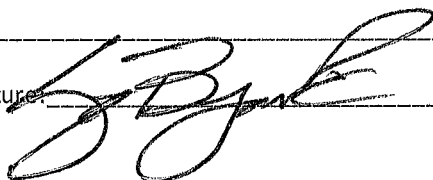
Payment Terms: Net 30

NOTE: This proposal may be withdrawn by us if not accepted within 30 days from issue date.

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Customer Signature(s): _____

SCI Representative Signature:  _____ Steve Bezemek

SCOTT CONSTRUCTION, INC.

ASPHALT SURFACING SINCE 1926

ROADS • STREETS • HIGHWAYS • DRIVEWAYS • PARKING LOTS

When Scott Construction, Inc. does your **SEAL COAT** surfacing, we will use the finest equipment and the best trained personal in the industry.

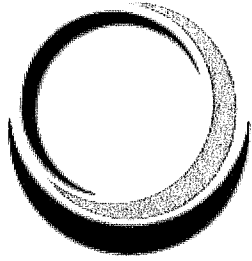
The equipment, numbers of pieces of each, and the number of employees involved, are as follows:

EQUIPMENT # of PIECES	EMPLOYEES
• 1 – Chip spreader (Full width)	1- Operator & Front-end
• 2 - Distributor (s) (Full width)	2 - Operators
• 5 - Dump trucks	5 - CDL Truck Drivers
• 1 – Patch/Sweeper Truck	2 - Truck Driver & Labor
• 2 - Rubber or Steel Roller	1 – Operator
• 1 - End Loader	0 - Used to load aggregate
• 1- Supervisor- Regional Mgr.	1 - Supervisor
• 1 – Foreman Pick - up	1 - Foreman
• 1 - Maintenance Pick - up	1 - Mechanic
• 1 - 20,000 gallon asphalt heating tank	0 - Used to heat Hot Asphalt
• 1 - Laborer (s)	1 - All around worker
• 1 – Grader (If Necessary)	1 - Operator
• 1 – Water Truck (If Necessary)	1 - Operator
• <u>Other</u>	

Respectfully submitted by Steve Bezemek

2025 SEASON

ASPHALT MAINTENANCE AND CONSTRUCTION



D.L. GASSER CONSTRUCTION

A DIVISION OF MATHY CONSTRUCTION CO. • BARABOO, WI

PO Box 441
Baraboo, WI 53913
(608) 356-3311
www.dlgasser.com
EOE, including disability / vets

To: City of Mauston	Contact:
Address: 303 Mansion Street Mauston, WI 53948	Phone: (608) 847-6676
Project Name: CO Mauston 2025 - Street Repair And Maintenance	Bid Number: 10680-2025
Project Location: N. Union Street, Mauston, WI	Bid Date: 3/20/2025
Item Description	

Project #2

Removing Asphaltic Pavement - 2" Milling

- Remove Existing Asphaltic Pavement To A Depth Of Up To 2" On Approximately 7,820 SY.

Asphaltic Tack Coat

- Clean, Sweep, And Apply Tack Coat On Approximately 7,820 SY.

Asphaltic Pavement - 2" 4MT 58-28S Warm Mix

- Construct A 2" Compacted Average Depth Asphalt Pavement Consisting Of 4MT 58-28S Warm Mix On Approximately 7,820 SY.

Traffic Control

- Provide Traffic Control Devices As Needed Per WisDOT Standards.

- Traffic Control For This Project Includes But Is Not Limited To Temporary Closures Of Monroe St, Jackson St, Grant St, And Sherman St During Milling And Paving Operations.

Pavement Marking

- Provide Temporary Centerline Pavement Markings Between Milling And Paving Operations.

- Furnish Materials, And Install Pavement Marking To Match Pre-existing Pavement Markings.

- Pavement Marking Materials Shall Be EPOXY.

Total Price for above Project #2 Items: \$116,964.00

Notes:

- This Proposal Includes the following Mobilizations: 1 Paving & 1 Milling
- The following work is NOT included: permits, permanent signage, surveying/staking, erosion control, sawing, base course, shouldering, restoration, landscaping, or private utility locates.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- Final price will be determined by Unit(s) Used & Unit Price(s) listed above.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor with in 30 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.

Payment Terms:

Payment due upon completion of work, D.L. Gasser will submit Invoices monthly as needed during the project duration.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: D.L.Gasser Construction <i>Samuel K Nigbur</i> Authorized Signature: Estimator: Sam Nigbur 262-894-2162 Sam.Nigbur@DLGasser.com
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TERMS AND CONDITIONS

IOWA NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. THE MECHANICS' NOTICE AND LIEN REGISTRY PROVIDES A LISTING OF ALL PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS WHO HAVE POSTED A LIEN OR WHO MAY POST A LIEN UPON THE IMPROVED PROPERTY.

MICHIGAN NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. WARNING TO OWNER: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT, YOU SHOULD CONTACT AN ATTORNEY TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.

MINNESOTA NOTICE OF LIEN RIGHTS

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

WISCONSIN NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

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EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

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Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60- 1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.



Amendment No: 1

MSA Project Number: 00044088
Date of Issuance: 12/1/2024

This is an amendment to the Agreement dated January 23, 2023 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Steven Sell

Email: ssell@msa-ps.com

CITY OF MAUSTON (OWNER)

Address: 303 Mansion Street, Mauston, WI 53948

Phone: (608) 847-4070

Representative: Rob Nelson

Email: rnelson@mauston.com

Project Name: Construction Related Services Mauston WWTF Upgrade

The project scope has changed due to: Addition of Phase II (CDBG-Funded Project) for remote lift station sites.

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 04/01/2025
Approximate Completion Date: 06/30/2026

The lump sum fee for the work is: \$ 45,600

The estimated fee for the work is: \$ 63,500

TOTAL (Estimated Fee + Lump Sum): \$109,100

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense OR lump sum basis as defined in Attachment 'A'. Services provided on a time and expense basis will be invoiced based on Attachment B: Rate Schedule, which is attached and made part of this Agreement.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF MAUSTON

MSA PROFESSIONAL SERVICES, INC.

Darryl Teske

Mayor

Date:


Sheri Scott, PE

Team Leader

Date: 3/24/2025

OWNER ATTEST:

Daron Haugh
City Administrator
Date: _____



Steven Sell
Project Manager
Date: 3/25/2025

**ATTACHMENT A:
SCOPE OF SERVICES**

PROJECT UNDERSTANDING

The City of Mauston owns and operates a Wastewater Treatment Facility (WWTF) that provides sewage treatment to meet the City’s Wisconsin Pollutant Discharge Elimination System (WPDES) permit requirements. The WWTF was built and commissioned at its current location in 1983 and expanded in 2000. The WWTF primarily consists of a 5-cell aerated lagoon system including chemical feed facilities for phosphorus removal. Sewage is conveyed to the WWTF through a series of 12 lift stations. The facilities have maintained reliable conveyance, treatment, and permit compliance over the years, however, due to the age and condition, the facilities require a significant upgrade to maintain reliability and operability.

The Commission contracted with MSA to design the facility upgrades, develop two (2) sets of Contract Documents, and to administer two (2) public biddings. Phase 1 entitled, *2023 Wastewater Treatment Facility Upgrade, City of Mauston, Juneau County, Wisconsin (dated October 2023)* was publicly bid in November 2023. The Bid was award to the lowest responsive bidder, Olympic Builders, in December 2023. Construction began in February 2024 and is to continue through December 2025. Phase 2 consists primarily of upgrades to the remote lift stations, and was publicly bid on February 18, 2025, after notification of Community Development Block Grant (CDBG) funding. The low bidder is Van Ert Electric, Inc. Phase II is to be completed by June 2026.

Through this **Amendment**, MSA will provide construction-related services (CRS) that generally include construction administration, construction observation (RPR), and post-construction documentation for **Phase 2 only**.

SCOPE OF SERVICES

Construction Administration Phase (Lump Sum)

1. MSA will provide project updates and correspond with the Owner. Formal correspondence includes the following:
 - a. Monthly invoice and project update
 - b. Daily and weekly progress reports (as prepared by RPR; reviewed by Project Manager)
 - c. Attend up to two (2) Council or Committee Meetings to update the City as requested.
2. Prepare for and attend one (1) pre-construction meeting onsite with up to two (2) staff. Other staff may attend meeting virtually as determined by MSA.
3. Prepare for and attend Contractor-led progress meetings during construction.
 - a. Weekly Meetings – attended and participate in-person by RPR. Project Manager will attend virtually on an as-needed basis. *Weekly meetings will only be held during weeks with active construction onsite.*
 - b. Monthly Meetings – attended in-person by RPR and Project Manager. Other MSA staff will attend virtually, as needed.
 - c. Coordination Meetings – attend any trade-specific coordination meetings specified in the Contract Documents (e.g. pre-submittal mtg, masonry mock-up, P&ID loop review, SCADA factory test). Attendance will be a mix of virtual and/or in-person and attended by the appropriate staff.
4. MSA will provide review and response of submittals made by the Contractor
 - a. Review initial shop drawing submittal and up to one (1) additional resubmittal per specification section. *As detailed in the Contract Documents, the Owner can recoup costs from the Contractor for any Engineer costs related to responding to more than one (1) resubmittal per section.*
 - b. Review one (1) material O&M submittal per specification section. No resubmittal reviews are included in the scope.
5. Review monthly contractor-prepared pay applications.
6. Prepare and negotiate up to three (3) Change Orders (COs).

7. Attend and participate in the start-up and commissioning of equipment as specified in the Contract Documents. *As specified, any costs (including Engineer time) realized by the Owner related to any failed or canceled start-ups, can be recouped from the Contractor.*
8. Conduct one (1) overall onsite review to determine if the project is substantially complete. No partial substantial completion reviews are planned.
9. MSA will develop one (1) punch list at Substantial Completion. MSA will confirm punch list completion.
10. Reimbursables (e.g. copies, postage, mileage, and equipment) are included in the fees.

Construction Observation Phase (Time & Expense)

1. Perform duties of the Resident Project Representative (RPR) as defined in the Contract Documents with the primary responsibility to observe and document construction activities, interpret the Contract Documents, and communicate with the Owner and Contractor.
2. RPR will attend and participate in weekly and monthly construction meetings
3. For budgetary purposes, MSA has estimated a total of 347 hours onsite during construction. The estimate is based on an anticipated construction schedule.
 - a. 348 hours for onsite Resident Project Representative
 - i. Approx. 8 hours per week from contractor mobilization through estimated substantial completion for a total of 39 weeks total
 - ii. Approx. 4 hours per week from substantial completion through final completion for a total of 9 weeks.
4. Copies, postage, mileage, and equipment are included in the fees.
5. Services for this phase will be invoiced based on the Rate Schedule included as Attachment 'B.' Rates are subject to change annually.

Post-Construction Phase (Lump Sum)

1. Prepare & provide record drawings to Owner in PDF format and one (1) 11x17 hard copy. Record Drawings will be based upon mark-ups provided by the Contractor and any changes made through RFIs, FOs, and/or COs.
2. MSA will prepare an Operation & Maintenance Manual to meet the requirements of CDBG in PDF format and one (1) bound hard copy.
3. Complete closeout documentation (e.g. collect lien waivers, close/report on permits, notify regulatory agencies)
4. MSA will communicate with Owner and Contractor on warranty items that arise during the 1-year warranty period identified in the Contract Documents. MSA will conduct an onsite review at the 11-month mark with the Owner and Contractor.
5. Copies, postage, mileage, and equipment are included in the fees.

Owner Responsibilities

1. Onsite Observation when MSA is not onsite. *MSA is only providing part-time observation as requested by the Owner. Therefore, construction activities will occur when MSA is not present and unable to document compliance with the Contract Documents.*
2. Attended and participate in meetings scheduled by the Contractor or Engineer.
3. Act upon Pay Applications and Change Orders on a timely basis
4. Provide direction to Contractor as requested by Engineer

Additional Services (May be Provided by MSA for additional fee)

1. Additional meetings not outlined in the scope
2. Additional Onsite Observation. As identified above, MSA is only providing parttime observation based on an estimated schedule/budget.
3. Funding Services. Funding services will be provided through a separate contract.
4. Additional reimbursables (e.g. hard copies of Pay Applications, RFIs, COs, Field Orders, etc.) not outlined in the scope. Per the Contract Documents, hard copies of final approved Shop Drawings and equipment O&M Manuals are provided by the Contractor.

5. Construction Staking. MSA will reset any control points prior to construction. However, as specified, the Contractor shall provide their own staking.
6. Administering and responding to RFIs determined to be frivolous by the Engineer.
7. Excessive Submittal Reviews & participating in failed or cancelled Equipment Start-ups. As defined by the Contract documents, related Engineering fees will be invoiced as an additional service, and the Owner has the right to be reimbursed by the Contractor.
8. Services outside completion dates. MSA's scope of services are based upon the Contractor meeting the contracted completion dates. Services provided after the contracted completion dates will be invoiced as an additional service, and the Owner shall be reimbursed by the Contractor through the Liquidated Damages provisions of the Contract Documents.
9. Field Testing. All field testing (e.g. concrete, geotechnical, coatings) are provided by a 3rd party through the Contractor.
10. Permit Fees. Any permit fees paid by MSA will be invoiced to the Owner as a reimbursable cost.
11. Changes in Project Scope. Any changes in project scope via Change Order, Work Change Directive, RFI, or Field Order, that requires design by MSA, will be invoiced as an additional service

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$ 85 – \$154/hr.
Architects.....	\$ 85 – \$198/hr.
Community Development Specialists.....	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration.....	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support.....	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals.....	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems.....	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals.....	\$140 – \$193/hr.
Staff Engineers.....	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.14/page
Plots.....	\$0.01/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level.....	\$85/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing.....	\$30/day
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.