



PUBLIC WORKS COMMITTEE MEETING AGENDA

July 28, 2026 at 6:20 PM

303 Mansion Street Mauston, WI

- 1. Call to Order/Roll Call**
- 2. Discussion and Action Regarding Minutes**
 - a. June 9, 2026**
- 3. Discussion and Recommendation Regarding the Termination of Sewer Charges at 300 Pine Street**
 - a. 300 Pine Street**
- 4. Discussion and Recommendation Regarding the GIS Service Contract Payable to MSA (Estimated \$1,500-\$3,000)**
 - a. GIS Service Contract**
- 5. Discussion and Recommendation Regarding the GIS Windows 11 Upgrade Services Payable to MSA in the Amount of \$9,700**
 - a. GIS Windows 11 Upgrade Contract**
- 6. Discussion and Recommendation Regarding the GPS Training and Configuration Services Agreement Payable to MSA in the Amount of \$1,500**
 - a. GPS Service Agreement**
- 7. Discussion and Recommendation Regarding the GPS System Payable to Seiler in the Amount of \$1,654.46**
 - a. GPS System**
- 8. 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 Carole Wolff at (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 MEETING MINUTES

June 09, 2026 at 6:15 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call:** The Public Works Committee meeting was called to order on Tuesday, June 9, 2026, at 6:15 p.m. by Chair Kayla Thomas. Members present were Kayla Thomas, Mary Bender, and Jim Allaby. Also present were Mayor Darryl Teske, City Administrator Daron Haugh, Police Chief Mike Zilisch, Public Works Director Rob Nelson, and Deputy Clerk Carole Wolff.
2. **Minutes:** Motion by Bender, seconded by Thomas, to approve the May 26, 2026, minutes. Motion carried by voice vote.
3. **Proposed Land Swap at Marachowsky Park, West End, with Bill Jones:** Motion by Bender, seconded by Thomas, to recommend Council approval of the land swap at Marachowsky Park, West End, with Bill Jones. Motion carried by voice vote.
4. **Adjourn:** Motion by Bender, seconded by Thomas, to adjourn. Motion carried by voice vote. Meeting adjourned at 6:18 p.m.

Chair

Date



Application for Termination of Sewer Charges

Plumber Information:

Name: Vernon Lange
 Address: W5295 51st St
 Telephone #: 608-547-4860 State Certification #: 255114

Property Information:

Address: 300 Pine St
 Owner Name: Jays of Mauston Phone #: 608-707-1670
 Owner Address: 1515 E. Main St. Reedsburg, WI 53959

Sewer Sealed:

The Plumber hereby declares that the sewer for the above described property was sealed on the

3 day of Feb., 2026, by Lange Plumbing

Certification: To be signed by Licensed Plumber in the presence of Municipal Clerk or Notary Public

The Plumber, being duly sworn, states that the foregoing information is true and correct.

Vernon Lange Date: 7-21-26
 Signature of Licensed Plumber

**STATE OF WISCONSIN
 COUNTY OF JUNEAU**

Subscribed and sworn to before me this 21st day of July, 2026.

Courtney Ray (signature)

Courtney Ray Printed Name
 City Clerk/Deputy Clerk/Notary Public

My commission/term expires: 1/12/2030

COURTNEY M. RAY
 Notary Public, State of Wisconsin

COUNCIL ACTION

(Approved) (Denied) on _____

Votes: _____ ayes _____ nays _____ abstentions

_____ Date: _____

City Clerk/Deputy Clerk

Parcel # _____ Completed form and any pertinent correspondence goes in parcel file.

S:\FORMS\SEWER-Termination of Charges.doc

**Professional Services Agreement**

MSA Project Number: R00044105-A

This AGREEMENT (Agreement) is made effective July 28, 2026, by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Blvd, Baraboo, WI 53913

Phone: 608-356-2771

Representative: Todd Halvorson

Email: thalvorson@msa-ps.com

CITY OF MAUSTON PUBLIC WORKS

Address: 1260 North Road, Mauston, WI 53948

Phone: 608-847-4070

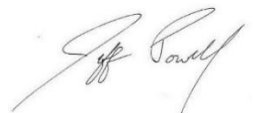
Representative: Rob Nelson Email: rnelson@mauston.com

Project Name: Mauston GIS Tech Services**The scope of the work authorized is:** See Attachment A: Scope of Services**The schedule to perform the work is:** Approximate Start Date: July 28, 2026
Approximate Completion Date: December 31, 2029**The estimated annual fee for GIS Tech Services: \$1,500 - \$3,000**

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 basis. Attachment B: Rate Schedule is attached and made part of this Agreement.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.**CITY OF MAUSTON PUBLIC WORKS****MSA PROFESSIONAL SERVICES, INC.**

Rob Nelson
Director of Public Works
Date: _____

Todd Halvorson, GISP
Sr. GIS Administrator
Date: July 14, 2025

Jeff Powell
Team Leader
Date: July 14, 2025

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - GIS) (rev 11/25)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes to this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

12. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

16. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

17. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no

later than the date of Substantial Completion; or, if MSA's services do not include Construction PM or the Project is not completed, then no later than the date of Owner's last payment to MSA.

18. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

19. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

20. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

21. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

22. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

23. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

24. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

25. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

26. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

27. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

28. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

General GIS Support Services

- **Requested GIS Services & Routine System Administration**
- Requested services represent on-call services of tasks authorized by the client, described below.
- Provide on-call GIS Technical Support Services for tasks authorized by the client. Support may include:
 - ArcGIS Online site management, app modifications, updates, bug fixes, configurations, and staff training.
 - New app development and configuration upon request.
 - GIS mapping updates for GIS system layers. *
 - *If not included with Municipal Projects, as part of Record Drawings updates.
 - Map printing and/or PDF map scanning.
 - GPS data support, collection, data conversion or GPS rental.
 - Training services related to GIS/GPS processes or apps.
- This contract will support GIS functions and requested services will be detailed separately on a single invoice, by service section.
- MSA staff may identify that maintenance is required to keep the City's GIS functional. In those occasions MSA will perform said maintenance as soon as possible and input to the City GIS system with City notification.
- Updates to base layer information (parcels, addresses, city boundary, aerial photos as available from Juneau County).
- The City may request or require tasks at any point within the term duration. MSA will provide detailed scope and cost estimates prior to commencement of tasks upon request. Specific projects
- may be requested by the City and will be itemized contractually for invoicing purposes in new phases.
- Estimate Cost Annually for GIS Tech Services \$1,500-\$3,000.

ATTACHMENT B:
RATE SCHEDULE

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support.....	\$184 – \$203/hr.
Land Surveying	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective April 19, 2026)

Building Inspection Permit Management	\$25/permit
Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.20/page \$0.13/page for DOT
Plots	\$0.01/sq.in.
Flash Drive	\$10
Dini Laser Level	\$85/per day \$85/day for DOT
Drone Flight	\$375/flight \$250/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$18/hour for DOT
GPS R2 Equipment	\$20/hour \$18/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.77/mile \$0.77/mile for DOT
Nuclear Density Testing	\$45/day \$45/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$14/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.



Professional Services Agreement

MSA Project Number: R00044105-C

This AGREEMENT (Agreement) is made effective July 14, 2026, by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Blvd, Baraboo, WI 53913

Phone: 608-356-2771

Representative: Todd Halvorson

Email: thalvorson@msa-ps.com

CITY OF MAUSTON PUBLIC WORKS

Address: 1260 North Road, Mauston, WI 53948

Phone: 608-847-4070

Representative: Rob Nelson Email: rnelson@mauston.com

Project Name: Mauston GIS Windows 11 Upgrade Services

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

The schedule to perform the work is: Approximate Start Date: July 14, 2026
Approximate Completion Date: December 31, 2027

The estimated fee for GIS Windows 11 Upgrade Services: \$9,700

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 basis. Attachment B: Rate Schedule is attached and made part of this Agreement.

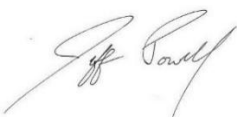
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CITY OF MAUSTON PUBLIC WORKS

MSA PROFESSIONAL SERVICES, INC.

Rob Nelson
Director of Public Works
Date: _____


Todd Halvorson, GISP
Sr. GIS Administrator
Date: July 14, 2025


Jeff Powell
Team Leader
Date: July 14, 2025

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GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - GIS) (rev 11/25)

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4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

12. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

16. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

17. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no

later than the date of Substantial Completion; or, if MSA's services do not include Construction PM or the Project is not completed, then no later than the date of Owner's last payment to MSA.

18. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

19. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

20. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

21. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

22. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

23. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

24. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

25. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

26. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

27. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

28. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:
SCOPE OF SERVICES**

Project has 2 Phases

- 1- Upgrade the GIS layers for GPS and Windows 11 use.
- 2- Upgrade the Maps and Apps to the required Windows 11 format called Experience Builder for City ArcGIS Online system use.

Phase 1 - GIS Database Layer Upgrades

- Upgrade GIS layers to support GPS data collection.
 - Make GIS layers 3D to support elevation collection with GPS.
 - Add GPS attribute fields to support Trimble GPS collection (below)
 - Attributes are updated as well to current municipal standards.
- GIS data must be formatted to support 3D elevation collection and include the attributes for GPS accuracy.
 - GIS System Databases to update
 - Water, Sanitary and Stormwater
 - All layers will be updated to support GPS use with proper fields added.
 - Provide linked Maintenance Operations tables.
 - Estimated costs.
 - All Water layers \$1,000
 - Maintenance Tables
 - Hydrant Services - Maintenance & flushed status/date)
 - Valve Services – Exercising
 - Water Leaks – Water Loss/Dates/Repair Type
 - Water Loss – Hydrant Flushing
 - Table linked to Wells for recoding readings.
 - All Sanitary layers \$900
 - Maintenance Tables
 - Manhole Inspections
 - Lift Station Inspections/Pump Reads
 - Gravity Main CCTV, Jetting, Root Cutting
 - Stormwater layers \$800
 - Manhole and Inlet Cleaning
 - Culvert Cleaning
 - Pipe Jetting

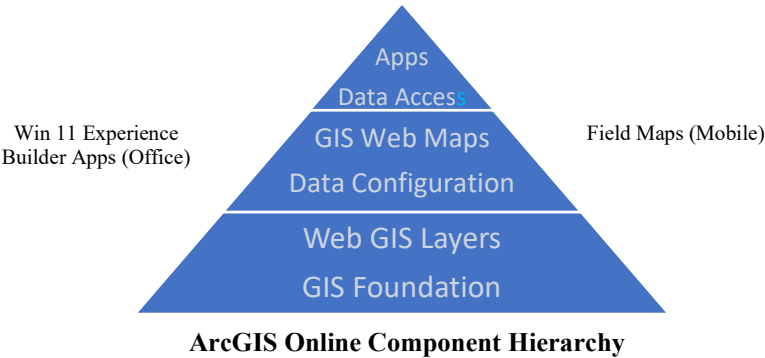
GIS database layer updates \$2,700

Note- Layer & App upgrades will be coordinated with Department for approval as we proceed through apps.

Phase 2 GIS System Upgrade to Windows 11/ArcGIS Experience Builder

- **Update Web Maps for new EB apps and Mobile Apps**
 - Configure web maps using the updated system layer editing for Sanitary, Storm, and Water and Utility Locates viewing (4 total)
 - Configure GPS collection map to use with Trimble DA2 (1)
 - Configure **Mobile Maintenance** maps for field use for Sanitary, Storm & Water. (3 total)
 - Configure new web maps \$1,100
- Update Property Viewer App to Windows 11
 - Parcels, Zoning, TIF and Ward layers \$800
- Zoning GIS Editor (optional) \$600
- All Utilities (GIS) Viewer App
 - For Field locates and staff viewing \$800
 - Include City Street Lights/Control Boxes
- Water Editor & Maintenance App \$550
- Sanitary Editor & Maintenance App \$700
- Stormwater Editor & Maintenance App \$700
- Update PSC Water Dashboard* \$900
- Update Sanitary CMAR Dashboard* \$850
- \$7,000**

*Each Dashboard is reconfigured to provide dynamic links to new maintenance record tables. This provides easy access to annual reporting statistics for staff and clerks. These new Dashboards also include a new functional **“click and zoom” edit tool** which allows a user to quickly update or correct an attribute in the asset layer table while in the dashboard. This new functionality supports very fast and quick detail correction abilities without having to change Apps and to go back to the Editor App to fix an error!



ATTACHMENT B:
RATE SCHEDULE

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support.....	\$184 – \$203/hr.
Land Surveying	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective April 19, 2026)

Building Inspection Permit Management	\$25/permit
Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.20/page \$0.13/page for DOT
Plots	\$0.01/sq.in.
Flash Drive	\$10
Dini Laser Level	\$85/per day \$85/day for DOT
Drone Flight	\$375/flight \$250/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$18/hour for DOT
GPS R2 Equipment	\$20/hour \$18/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.77/mile \$0.77/mile for DOT
Nuclear Density Testing	\$45/day \$45/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$14/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.

**Professional Services Agreement**

MSA Project Number: R00044105-B

This AGREEMENT (Agreement) is made effective July 14, 2026, by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Blvd, Baraboo, WI 53913

Phone: 608-356-2771

Representative: Todd Halvorson

Email: thalvorson@msa-ps.com

CITY OF MAUSTON PUBLIC WORKS

Address: 1260 North Road, Mauston, WI 53948

Phone: 608-847-4070

Representative: Rob Nelson Email: rnelson@mauston.com

Project Name: Mauston GIS-GPS System Services

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

The schedule to perform the work is: Approximate Start Date: July 14, 2026
Approximate Completion Date: December 31, 2026

The lump sum fee for GIS-GPS Tech Services: \$1,500

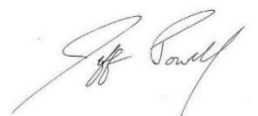
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF MAUSTON PUBLIC WORKS**MSA PROFESSIONAL SERVICES, INC.**

Rob Nelson
Director of Public Works
Date: _____


Todd Halvorson, GISP
Sr. GIS Administrator
Date: July 14, 2025



Jeff Powell
Team Leader
Date: July 14, 2025

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - GIS) (rev 11/25)

Section 6, Item a.

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes to this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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services. MSA will take reasonable precautions to minimize damage to the site from use of equipment not included costs for restoration of damage that may result and shall not be responsible for such costs.

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This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

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construction, less what OWNER'S cost of including the omitted item or component in the original would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

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14. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. Non-Solicitation During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

16. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

17. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

18. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

19. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

20. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

21. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

22. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

23. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

24. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

25. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

26. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

27. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

28. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

MSA Services to implement Trimble GPS for GIS system

Acquire Trimble GPS System *(not part of this MSA Contract)*

- **Trimble DA2 GPS System Hardware**
 - GPS Antenna, GPS Bi-Pod & Mounting hardware, 2 Batteries, 20 Hours of use time credits *(renewable cost to Trimble)*, mount arm and grip for cell phone or tablet.
 - *City will provide smart phone or tablet for collection use.*
 - MSA will obtain a formal quote from Trimble for the GPS
 - Cost per Trimble rep- Seiler Instrument - \$1,654.46
 - MSA is coordinating hardware acquisition for City
- **B) MSA Services for GPS System Implementation**
 - Configure GPS Collection Map for Public Works Department
 - Build mobile GIS Maps app for GPS survey of GIS layers for sanitary, storm and water systems, street lights and control boxes.
 - Set-up and configure GPS/GIS hardware and software configuration
 - Install GPS software on City Tablet/Mobile devices provided by the City.
 - Install Trimble Mobile Manager and ArcGIS Field Maps software
 - Provide GIS/GPS training on configuration and collection.
 - Provide staff with training on site for 1 day.
- **MSA fees for GPS Training Services \$1,500**



Sales Quotation

Quote Number: 00127544

Contact Name: Shawn Dutton
E-mail: sdutton@mauston.com
Phone: +16088474070
PO number: Shawn Dutton

Date Issued: 07/09/26
Expiration Date: 08/08/26

Ship To: City of Mauston Water/Sewer
 Department
 1260 North Road
 Mauston, WI 53948
 United States

Bill To: City of Mauston Water/Sewer
 Department
 1260 North Road
 Mauston, WI 53948
 United States

Trimble DA2/Catalyst on demand field kit

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	109695-10	Trimble Catalyst DA2 Receiver Packout	\$455.00	\$400.40	\$400.40
					
2.00	129461	DA2 single battery	\$65.00	\$57.20	\$114.40
2.00	CAT-OD-PR-10-NR	Catalyst On Demand - 10 Hour Pack (12 month expiry) This product is non-refundable.	\$145.00	\$145.00	\$290.00
1.00	43169-00	Rod - 2.0m Carbon Fiber Range Pole with Bipod Rod - 2.0m Carbon Fiber Range Pole with Bipod	\$790.00	\$695.20	\$695.20
1.00	5200-160	POLE CLAMP,BALL,1.25in,CLAW The Claw Series is designed to limit clamping function and thus prevent crushing or cracking of the pole. The clamps are designed to fit a pole diameter of 1.25 in (32 mm). The 1" RAM ball is compatible with X-grip cradle mounts for most popular data controllers.	\$117.50	\$94.92	\$94.92
1.00	5200-201	ARM,DOUBLE SOCKET,1" Composite standard double socket arm for 1" RAM balls. Compatible with X-grip cradle mounts for most popular data controllers. A single spring inside the arm opens the end sockets. This socket technology allows for almost infinite adjustment and perfect viewing angles. Dimensions: Overall Length: 3.69"; Socket-To-Socket Length: 3"	\$32.49	\$26.24	\$26.24
1.00	5200-27-050	CRADLE ASSY,SMART PHONES The X-grip design utilizes an anti-crush feature that holds when tight, but is limited, and risk of accidentally damaging the collection device is greatly reduced. This PN does NOT include arm or pole clamp. Use with a Ball-and-Socket pole clamp of your choice (#5200-16X) and Ball-and-Socket Link (#5200-201) to create a custom unit for your pole. Fits most Smart Phones with or without protective cases. • Minimum Width 1.87 in (47.5 mm)	\$41.23	\$33.30	\$33.30



Sales Quotation

Quote Number: 00127544



- Maximum Width 3.25 in (82.5 mm)
- Depth 0.875 in (22 mm)

Total Price: \$1,654.46

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Note:

Pricing per: WISDOT RPA TRD3231-01 – Survey and Mapping Software & Equipment

The DA2/Catalyst system is a subscription system. You will need to set up a Trimble account to receive the Catalyst license. It's free and easy to do.

1. goto: "[TRIMBLE.COM](https://www.trimble.com)"
2. Select the Trimble icon in the upper right corner of the screen
3. Select "CREATE ACCOUNT" and follow the prompts

Notwithstanding any prices quoted in this Sales Quotation, the price of the goods and equipment identified herein shall be immediately increased upon the implementation of any new tariff, duty, tax, or similar governmental charge (collectively, "Tariff"), or modification of an existing Tariff, by any governmental authority that results in an increase in Seiler's cost of acquiring, producing, and/or delivering such goods and equipment. The price increase shall be in an amount equal to the increase in Seiler's cost of acquiring, producing, and/or delivering the goods and/or equipment attributable to the Tariff. Seiler shall provide you with written notice of the price increase as soon as practicable after the Tariff is instituted. Any such increase shall apply to all goods and equipment covered by this Sales Quotation that has not yet been delivered as of the date of the notice. If the elimination or reduction of a Tariff results in a decrease in Seiler's cost of acquiring, producing, and/or delivering such goods and equipment, Seiler shall reduce the prices of the goods and/or equipment in this Sales Quotation, so impacted by the decrease in Seiler's cost of the goods and/or equipment attributable to the elimination or reduction of the Tariff.

Please Contact Us:

Name: Larry Heavner
Address: 1255 Hamilton Pkwy
 Itasca
 IL, 60143
 United States

Phone:
Mobile: (708) 329-9334
E-mail: lheavner@seilerinst.com



Sales Quotation

Quote Number: 00127544

Terms: ☐ Net 30 ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

A 3.5% surcharge applies to all debit and credit card transactions, and a 5% surcharge applies to American Express (AMEX) payments.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____	Date: _____
Name: _____	Title: _____