



PUBLIC WORKS COMMITTEE AGENDA

August 27, 2024 at 6:15 PM
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Discussion and action relating to Minutes**
 - a. August 13, 2024
3. **Discussion and recommendation regarding Olympic Builders revised pay app #4**
 - a. of \$77,805.00
4. **Discussion and recommendation regarding TID 5 Development Proposed Bids**
 - a. MSA bid for \$94,000 plus reimbursable estimated at \$2,450.00.
 - b. Vierbicher bid for \$79,970
 - c. Stantec for \$148,400
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

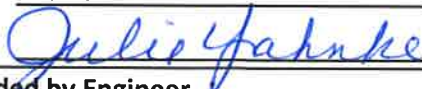
August 13, 2024 at 6:10 PM
303 Mansion Street Mauston, WI

- 1. Call to Order/Roll Call-**The Public Works Committee held its regular session on Tuesday, August 13, 2024. Rick Noe called the meeting to order at 6:10 pm. Attending members included Donna McGinley, Mary Bender, and Rick Noe. Also present were City Administrator Daron Haugh, Director of Public Works Rob Nelson, and Municipal Court Clerk Carole Wolff.
- 2. Minutes-** The motion was made by Bender and seconded by Noe to approve July 23, 2024 minutes. Motion carried.
- 3. Public Facilities (CDBG-PF) Project Grant Award Letter for 1 Million** was reviewed. Nelson stated that with this grant, the total grants awarded for the upgrades to the remote lift stations and water sites project is over 4.1 Million dollars.
- 4. MSA Service Agreement for the 2024 CDBG - Phase 2-** The motion was made by McGinley and seconded by Bender to recommend to the council to approve the MSA Service Agreement for \$46,000. Motion carried.
- 5. Director of Public Works-** Haugh mentioned that the graffiti on the bridges is being taken care of by Public Works but some of the places are too high to reach without closing off the interstate. Chief Zilisch and Nelson are working on getting this coordinated to finish the cleanup. Nelson also said that the 35 MPH signs came in and will be installed soon. Hoilien brought up that a local couple during their walks every morning pick up trash by the ramps by the interstate. This caused a discussion about raising the fines and putting up cameras to crack down on this before it gets any worse. Haugh to follow up with Chief Zilisch.
- 6. Adjourn-** The motion was made by McGinley and seconded by Bender to adjourn. Motion carried.

Chair

Date

Contractor's Application for Payment

Owner:	City of Mauston, WI		Owner's Project No.:	
Engineer:	MSA Professional Services		Engineer's Project No.:	00044084
Contractor:	Olympic Builders Gen. Contr., Inc.		Contractor's Project No.:	831
Project:	Mauston 2023 WWTF Upgrade			
Contract:				
Application No.:	4-REVISED	Application Date:	7/25/2024	
Application Period:	From	5/23/2024	to	7/25/2024
1. Original Contract Price			\$	7,694,375.00
2. Net change by Change Orders			\$	-
3. Current Contract Price (Line 1 + Line 2)			\$	7,694,375.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)			\$	420,382.00
5. Retainage				
a. 5% X \$ 420,382.00 Work Completed			\$	21,019.10
b. X \$ - Stored Materials			\$	-
c. Total Retainage (Line 5.a + Line 5.b)			\$	21,019.10
6. Amount eligible to date (Line 4 - Line 5.c)			\$	399,362.90
7. Less previous payments (Line 6 from prior application)			\$	321,557.90
8. Amount due this application			\$	77,805.00
9. Balance to finish, including retainage (Line 3 - Line 4)			\$	7,295,012.10
Contractor's Certification				
The undersigned Contractor certifies, to the best of its knowledge, the following:				
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;				
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and				
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.				
Contractor: Olympic Builders General Contractors, Inc.				
Signature: 		Date: 7/25/2024		
Recommended by Engineer		Approved by Owner		
By: Steven Sell	<small>Digitally signed by Steven Sell DN: cn=Steven Sell, o=MSA Professional Services, ou=MSA Professional Services, cn=Steven Sell Date: 2024.08.13 17:47:45 -0500</small>	By:		
Title: Project Manager		Title:		
Date: 8/13/2024		Date:		
Approved by Funding Agency				
By:		By:		
Title:		Title:		
Date:		Date:		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Mauston					Owner's Project No.:		
Engineer:	MSA Professional Services					Engineer's Project No.:	44084	
Contractor:	Olympic Builders General Contractors, Inc.					Contractor's Project No.:	831	
Project:	Mauston 2023 WWTF Upgrade							
Contract:	General Construction							

Application No.:	4-REVISED	Application Period:	From	05/23/24	to	07/25/24	Application Date:	07/25/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Performance & Payment Bonds	87,482.00	87,482.00			87,482.00	100%	-
2	<u>LAGOON (STR 30)</u>					-		-
3	Sludge Removal Lagoons 1 & 5	1,300,000.00		10,000.00		10,000.00	1%	1,290,000.00
4	Water Transferring Lagoons 2, 3 & 4	65,253.35				-	0%	65,253.35
5	Supervision	84,861.00		5,000.00		5,000.00	6%	79,861.00
6	Aeration Equipment	238,500.00	238,500.00			238,500.00	100%	-
7	General Requirements	100,482.00	5,000.00			5,000.00	5%	95,482.00
8	<u>Asphalt - Lagoon #1</u>					-		-
9	Material	9,789.86				-	0%	9,789.86
10	Labor/Equipment	12,459.82				-	0%	12,459.82
11	<u>Asphalt - Lagoon #5</u>					-		-
12	Material	34,733.25				-	0%	34,733.25
13	Labor/Equipment	37,066.76				-	0%	37,066.76
14	Gritscreen	15,682.00				-	0%	15,682.00
15	Dewatering	45,000.00				-	0%	45,000.00
16	By-Pass Pumping	65,000.00				-	0%	65,000.00
17	Selective Structure Demo	53,300.00				-	0%	53,300.00
	Hazard Materials - ALLOWANCE	10,000.00				-	0%	10,000.00
18	Earthwork	33,800.00				-	0%	33,800.00
19	Exterior Improvements	6,300.00				-	0%	6,300.00
20	Utilities-Yard Piping/Manholes	251,700.00		14,300.00		14,300.00	6%	237,400.00
21	Process Integration - Process Piping	35,900.00				-	0%	35,900.00
22	Process Integration - Blowers	1,300.00				-	0%	1,300.00
23	Pollution Control - Valves & Specialties	43,100.00		6,700.00		6,700.00	16%	36,400.00
24	Pollution Control - Aeration System	12,500.00				-	0%	12,500.00
25	<u>MAIN LIFT STATION (STR 10)</u>					-		-
26	Supervision	110,784.00				-	0%	110,784.00
27	Concrete - Materials	22,610.00				-	0%	22,610.00
28	Concrete - Labor	105,820.00				-	0%	105,820.00
29	Demo	30,651.00				-	0%	30,651.00
30	Demo - Labor	88,182.00				-	0%	88,182.00
31	Carpentry - Materials	60,950.00				-	0%	60,950.00
32	Carpentry - Labor	61,590.00				-	0%	61,590.00
33	Masonry	26,550.00				-	0%	26,550.00

Progress Estimate - Lump Sum Work**Contractor's Application for Payment**

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			(D + E) From Previous Application (\$)	This Period (\$)				
34	By-Pass Pumping	150,000.00				-	0%	150,000.00
35	General Requirements	101,182.00				-	0%	101,182.00
36	Asphalt - Material	21,136.22				-	0%	21,136.22
37	Asphalt - Labor/Equipment	27,142.00				-	0%	27,142.00
38	Insulation	8,000.00				-	0%	8,000.00
39	Gates (LAI)	430,000.00				-	0%	430,000.00
40	Crane Engineering (Pumps)	225,000.00				-	0%	225,000.00
41	High Build Epoxy	15,000.00				-	0%	15,000.00
42	Dock Bumpers	1,200.00				-	0%	1,200.00
43	Signage	1,500.00				-	0%	1,500.00
44	Joint Sealants	3,000.00				-	0%	3,000.00
45	Doors/Frames/Hardware	31,540.00				-	0%	31,540.00
46	Painting	108,990.00				-	0%	108,990.00
47	Selective Structure Demo	44,400.00				-	0%	44,400.00
48	Earthwork	16,600.00				-	0%	16,600.00
49	<u>ELECTRICAL</u>					-		-
50	Demo/Temporary	9,200.00				-	0%	9,200.00
51	Service	60,824.00				-	0%	60,824.00
	Electrical Service - ALLOWANCE	10,000.00				-	0%	10,000.00
52	MCC/Panels	226,200.00				-	0%	226,200.00
53	Generator/ATS	175,000.00				-	0%	175,000.00
54	Lights/Devices	61,723.00				-	0%	61,723.00
55	Integrator/Instrument	147,076.00				-	0%	147,076.00
56	Branch Conduit	96,448.00				-	0%	96,448.00
57	Wire/Terminations	9,128.00				-	0%	9,128.00
58	Site	16,579.00				-	0%	16,579.00
59	Project Management/SJE	18,400.00				-	0%	18,400.00
60	<u>PLUMBING</u>					-		-
61	Mobilization	5,000.00				-	0%	5,000.00
62	Underground DWV - Materials	11,750.00				-	0%	11,750.00
63	Underground DWV - Labor	13,050.00				-	0%	13,050.00
64	Underground Gas - Materials	7,700.00				-	0%	7,700.00
65	Underground Gas - Labor	11,250.00				-	0%	11,250.00
66	Floor Drains & Cleanouts, Catch Basin	10,500.00				-	0%	10,500.00
67	Aboveground Water, Gas Piping & DWV - Materials	11,750.00				-	0%	11,750.00

Progress Estimate - Lump Sum Work

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			(D + E) From Previous Application (\$)	This Period (\$)				
68	Fixtures	25,688.00				-	0%	25,688.00
69	Fixtures - Labor	19,250.00				-	0%	19,250.00
70	HVAC					-		-
71	Submittals/Mobilization	2,500.00	500.00	1,000.00		1,500.00	60%	1,000.00
72	Project Management	6,500.00	500.00	500.00		1,000.00	15%	5,500.00
73	Demo & Install Labor	21,000.00				-	0%	21,000.00
74	Controls - Labor & Materials	23,000.00				-	0%	23,000.00
75	Equipment - Materials	137,000.00				-	0%	137,000.00
76	Ductwork - Materials	35,000.00				-	0%	35,000.00
77	Balancing & Insulation	14,500.00				-	0%	14,500.00
	Gas Service - ALLOWANCE	5,000.00				-	0%	5,000.00
78	Exterior Improvements	3,400.00				-	0%	3,400.00
79	Utilities-Yard Piping/Manholes	58,700.00		5,500.00		5,500.00	9%	53,200.00
80	Process Integration - Process Piping	143,500.00				-	0%	143,500.00
81	Pollution Control - Non Clog Pumps	7,327.00				-	0%	7,327.00
82	Pollution Control - Valves & Specialties	129,200.00		36,400.00		36,400.00	28%	92,800.00
	Center Flow Screen - ALLOWANCE	353,900.00				-	0%	353,900.00
83	LAB/OFFICE (STR 15)					-		-
84	Demo	77,110.00				-	0%	77,110.00
85	Demo - Labor	68,700.00				-	0%	68,700.00
86	Concrete - Materials	18,650.00				-	0%	18,650.00
87	Concrete - Labor	29,000.00				-	0%	29,000.00
88	Carpentry - Materials	41,280.00				-	0%	41,280.00
89	Carpentry - Labor	85,000.00				-	0%	85,000.00
90	Masonry	10,250.00				-	0%	10,250.00
91	General Requirements	107,080.00	5,000.00			5,000.00	5%	102,080.00
92	Supervision	113,960.00				-	0%	113,960.00
93	Resilient Flooring	15,600.00				-	0%	15,600.00
94	Windows	2,500.00				-	0%	2,500.00
95	Bathroom Accessories	1,544.00				-	0%	1,544.00
96	Doors/Frames/Hardware	15,085.00				-	0%	15,085.00
97	Access Doors	5,508.00				-	0%	5,508.00
98	Painting	52,013.00				-	0%	52,013.00
99	ELECTRICAL					-		-
100	Demo/Temporary	4,040.00				-	0%	4,040.00

Progress Estimate - Lump Sum Work

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101	Lights/Devices	11,264.00				-	0%	11,264.00
102	Integrator/Instrument	25,685.00				-	0%	25,685.00
103	Branch Conduit	41,153.00				-	0%	41,153.00
104	HVAC					-		-
105	Submittals/Mobilization	4,500.00	500.00	1,500.00		2,000.00	44%	2,500.00
106	Project Management	18,500.00	1,000.00	1,000.00		2,000.00	11%	16,500.00
107	Demo & Install Labor	10,300.00				-	0%	10,300.00
108	Controls - Labor & Materials	13,500.00				-	0%	13,500.00
109	Equipment - Materials	18,000.00				-	0%	18,000.00
110	Ductwork - Materials	4,500.00				-	0%	4,500.00
111	Balancing & Insulation	9,500.00				-	0%	9,500.00
112	INFLUENT MONITORING STRUCTURE (STR 20)					-		-
113	General Requirements	16,500.00				-	0%	16,500.00
114	Concrete - Materials	6,520.00				-	0%	6,520.00
115	Concrete - Labor	21,803.00				-	0%	21,803.00
116	Insulation/Waterproofing	3,200.00				-	0%	3,200.00
117	Fiberglass Structure	21,000.00				-	0%	21,000.00
118	Composite Sampler	14,000.00				-	0%	14,000.00
119	EFFLUENT MONITORING STRUCTURE (STR 40)					-		-
120	General Requirements	16,500.00				-	0%	16,500.00
121	Concrete - Materials	6,520.00				-	0%	6,520.00
122	Concrete - Labor	22,460.00				-	0%	22,460.00
123	Insulation/Waterproofing	3,200.00				-	0%	3,200.00
124	Fiberglass Structure	21,000.00				-	0%	21,000.00
125	CHEMICAL BUILDING (STR 60)					-		-
126	General Requirements	16,500.00				-	0%	16,500.00
127	Supervision	20,600.00				-	0%	20,600.00
128	Roofing - Materials	18,200.00				-	0%	18,200.00
129	Roofing - Labor	15,560.00				-	0%	15,560.00
130	ELECTRICAL					-		-
131	Demo/Temporary	3,220.00				-	0%	3,220.00
132	Lights/Devices	2,640.00				-	0%	2,640.00
133	Integration	23,113.00				-	0%	23,113.00
134	Branch Conduit	4,278.00				-	0%	4,278.00
135	Site	17,963.00				-	0%	17,963.00

Progress Estimate - Lump Sum Work

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			(D + E) From Previous Application (\$)	This Period (\$)				
136	PLUMBING					-		-
137	Aboveground Water, Gas Piping & DWV - Materials	1,500.00				-	0%	1,500.00
138	Fixtures	9,312.00				-	0%	9,312.00
139	Labor	3,000.00				-	0%	3,000.00
140	BLOWER BUILDING (STR 70)					-		-
141	General Requirements	22,000.00				-	0%	22,000.00
142	Supervision	25,720.00				-	0%	25,720.00
143	Demo	15,400.00				-	0%	15,400.00
144	Demo - Labor	17,000.00				-	0%	17,000.00
145	Concrete - Materials	5,000.00				-	0%	5,000.00
146	Concrete - Labor	10,200.00				-	0%	10,200.00
147	Blower	65,000.00				-	0%	65,000.00
148	Painting	7,026.00				-	0%	7,026.00
149	ELECTRICAL					-		-
150	General Requirements	4,040.00				-	0%	4,040.00
151	Lights/Devices	4,128.00				-	0%	4,128.00
152	Integration/Instrument	32,106.00				-	0%	32,106.00
153	Branch Conduit	4,981.00				-	0%	4,981.00
154	Site	12,613.00				-	0%	12,613.00
155	HVAC					-		-
156	Building Installation - Labor	1,000.00				-	0%	1,000.00
157	Building - Materials	4,500.00				-	0%	4,500.00
158	LIBERTY STREET LIFT STATION					-		-
159	General Requirements	35,782.00				-	0%	35,782.00
160	Supervision	31,294.74				-	0%	31,294.74
161	Demo	15,700.00				-	0%	15,700.00
162	Demo - Labor	18,000.00				-	0%	18,000.00
163	Roofing - Materials	16,890.00				-	0%	16,890.00
164	Roofing - Labor	18,400.00				-	0%	18,400.00
165	Doors/Frames/Hardware	9,275.00				-	0%	9,275.00
166	Painting	2,816.00				-	0%	2,816.00
167	ELECTRICAL					-		-
168	Demo/Temporary	3,220.00				-	0%	3,220.00
169	Generator/ATS/Service	53,450.00				-	0%	53,450.00
170	Lights/Devices	4,120.00				-	0%	4,120.00

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			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
						-		-
						-		-
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Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ 7,694,375.00	\$ 338,482.00	\$ 81,900.00	\$ -	\$ 420,382.00	5%	\$ 7,273,993.00



Professional Services Agreement

Section 4, Item a.

MSA Project Number: 00044092.0

This AGREEMENT (Agreement) is made effective August 26, 2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: 608-355-8913

Representative: Raine Gardner, PE

Email: rgardner@msa-ps.com

CITY OF MAUSTON (OWNER)

Address: 303 Mansion Street, Mauston, WI 53948

Phone: 608-847-6676

Representative: Daron Haugh

Email: dhaugh@mauston.com

Project Name: City of Mauston – East Side Utility Extension Project and Lift Station

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

The schedule to perform the work is: Approximate Start Date: August 26, 2024
Approximate Completion Date: April 1, 2025

The estimated fee for the work is: \$94,800 plus reimbursables estimated at \$2,450.00.

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

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is on Attachment B: Rate Schedule and made part of this Agreement.

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

CITY OF MAUSTON

MSA PROFESSIONAL SERVICES, INC.

Darryl Teske

City Mayor

Date: _____



Raine Gardner, PE

Operations Leader

Date: 8/21/2024

OWNER ATTEST:

Daron Haugh
City Administrator
Date:_____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

Section 4, 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 service 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 in 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 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. Construction. When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. 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.

10. Municipal Advisor. MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. 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.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and 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.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. 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.

16. 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.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. 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 cost 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.

19. 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.

20. 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.

21. 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 Engineer'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 Engineer.

22. 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 thru mediation with a mutually agreed upon mediator. 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.

23. **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.

24. **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.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer 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.

26. **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.

27. **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.

28. **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.

29. **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.

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

31. **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.

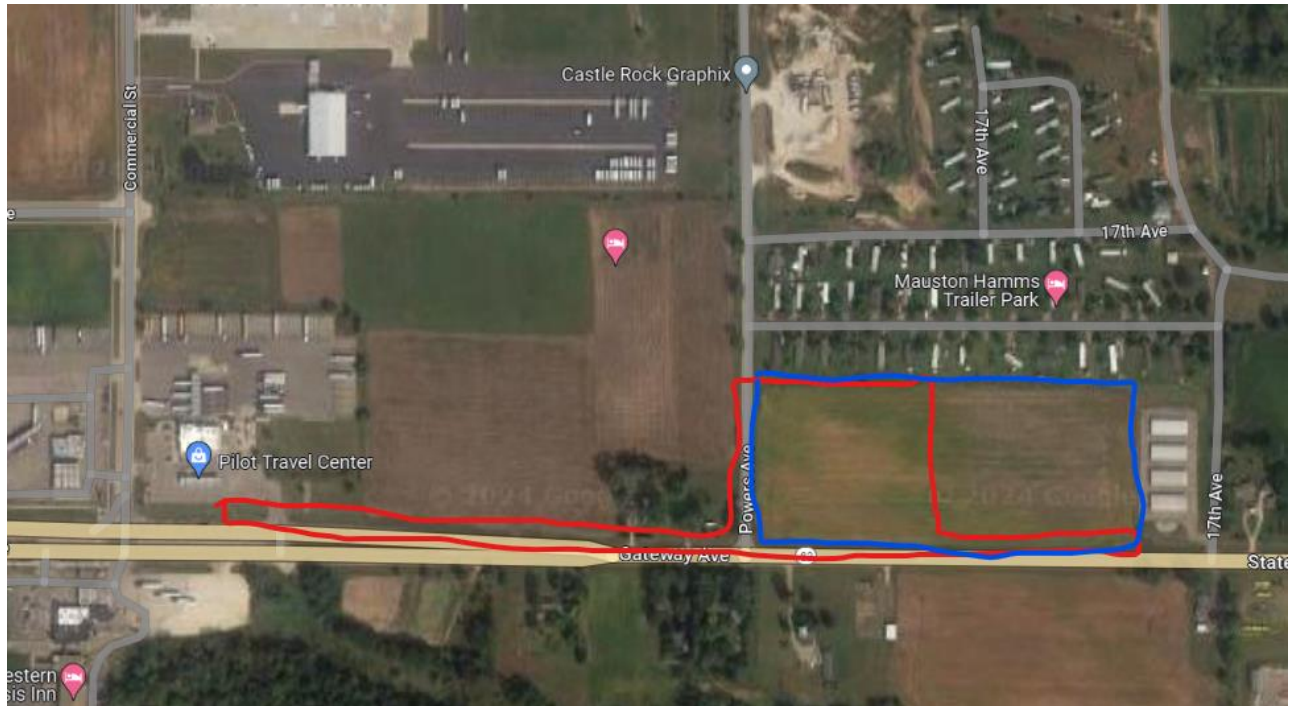
32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes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

**ATTACHMENT A:
SCOPE OF SERVICES****PROJECT UNDERSTANDING**

The City is anticipating working with a new developer for a section of land east of the City. The development will be located on the northeast quadrant of the intersection of STH 82 and Powers Avenue in the city of Mauston (city), in Juneau County, Wisconsin. The City is looking to extend sanitary sewer and water main to the new develop and consider future development needs. The City would like MSA to survey, design, permit, and bid the utility work. This work will also include survey of the overall project site for the utilities and land area to be developed (westerly half to side). In addition, a Certified Service Map (CSM) will be developed to divide the land based on the develop and allow for other development to come in at a later date on the easterly half of the property.

In addition to the utility design work, a Traffic Impact Analysis (TIA) is anticipated for this proposed development. The TIA will consist of two submittals: an initial review submittal with the existing traffic volume information, and a final report submittal with the necessary traffic analysis and results. Each submittal will include tables, exhibits and appendix material as appropriate. Language in the scope for the TIA is based on preliminary development information provided by the city to meet the minimum requirements identified in the Wisconsin Department of Transportation (WisDOT) TIA Guidelines Manual and the FDM. Based on the number of peak hour trips the development is likely to generate, it is expected an abbreviated TIA will be required. An abbreviated TIA analyzes existing and proposed traffic operations at the time of development construction only, no future traffic volume projection scenarios are considered. The following scope is based on information provided by the city, previous TIA experience, and engineering judgement within the parameters of WisDOT's TIA Guidelines Manual. WisDOT reserves the right to request additional information and/or analyses.

No formal budget has been set for the overall project and will be considered as one of the preliminary steps to determine an estimated budget for the City to consider. The project area in consideration is encircled by the red lines. The blue lines highlight the area considered for the CSM.



SCOPE OVERVIEW

The project consists of the design of approximately 1,750 LF of forcemain, approx. 1,800 LF of watermain, CSM of the new property (in blue), small grinder station for the development, site survey shown in red area, special assessment considerations for the utilities and grinder station, and considerations to improvements to the Powers Ave intersection and new driveway connection, and project permitting. The project will consider the traffic impacts to STH 82 for consideration of the permitting and coordination process with WisDOT be developing a TIA. Lastly, the project will take the work through the bidding process and if desired by the City, MSA can add to this scope of services any construction administration and observation assistance for the construction of the utilities. Due to potential substantial future development in this area, a sanitary sewer and lift station capacity analysis will be performed as part of this project to determine future upgrades that may be necessary to serve additional properties. Coordination with the WisDOT will be necessary to get the connections needed for the development.

Current proposed services include site and boundary survey, CSM, utility design, intersection and driveway considerations, permitting, and bidding. Construction administration and construction services to be determined/negotiated at a later date.

SCOPE OF SERVICES

MSA Proposes the following as our scope of services:

Phase 100 – Field Work and Survey

- Conduct a site topographic survey of project site as highlighted above in red
- Conduct a site boundary survey
- Establish horizontal and vertical control for use during construction
- Perform underground structure inventory and data sheets (MH Dipforms) as needed per project location
- Prepare a CSM for the property to be divided for the incoming and future developments

- Once the CSM is approved, MSA will establish and set the new iron stakes as needed.
- Develop existing conditions photo log of pre-construction property conditions
- Develop project base mapping
- Develop geotechnical investigation program and assist the City in the selection of a Geotech firm. Cost for geotechnical investigation (by the City) is not included in our scope.
- Project Management, Correspondence, QA/QC

Phase 200 – Utility Design

- Attend and facilitate bi-weekly meetings with the City in addition to Kickoff, 60% review, 90% review meetings
- Develop plan and profile, cross sections as needed, and detail sheets for the proposed intersection/driveway improvements and new utilities (watermain and sanitary sewer)
- Coordinate and develop WisDOT compliant intersection for the intersection at Powers Ave.
- Design of a DPSP-compliant premanufactured grinder lift station (E-One or equal)
 - Assume Lift station will be located at the corner of HWY 82 and Powers Ave. on lot of new commercial property
 - Duplex Pump system
 - Premanufactured control panel with cellular dialer system
- Design of approximately 1,750 LF of 2” diameter forcemain (assumes connection to City’s manhole at intersection of HWY 82 and Commercial St.). Design assumes forcemain will be installed with Horizontal Directional Drilling methods.
- Coordinate with local utility companies regarding utility extension within this corridor.
- Provide preliminary plans to City for review/comment and incorporate changes as appropriate per each review point
- Prepare Engineers Estimate of Probable Cost per the review meetings
- Develop final project specifications, construction documents, and bidding documents
- Coordinate with adjacent property owners
- Coordinate with WisDOT and WDNR
- Prepare Approximate Special Assessments breakdown for utilities and grinder lift station.
- Project Management, Correspondence, QA/QC

Phase 300 – Sanitary Sewer Capacity Study

- Review potential service area for new lift station. Develop a map that shows potential service area
- Determine design flow based upon identified service area. Flow projections will be based upon anticipated development types (residential, commercial, industrial) as determined by the City.
- Identify future upgrades that may be required to lift station, forcemain, and receiving collection system.
- Develop a Technical Memorandum to summarize results of study

Phase 400 – Traffic Impact AnalysisTask 1: Initial Review Submittal

- Trip Generation and Distribution - Based on the provided draft site plan, it is assumed the main development will be built in a single phase, with approximately 22,000 square feet of gross floor area. A 20,000 square foot grocery store is being assumed as an adjoining development to be constructed as part of the same phase as the main development. Given the amount of traffic that is expected to be generated by the proposed development (under 500 trips in the peak hour), only the build year (2026) is proposed to be analyzed. MSA will utilize the current WisDOT-approved version of the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) to estimate anticipated traffic volume generated by the proposed development as shown on the provided site plan. Traffic will be generated for the following periods:
 - Weekday AM and PM peak hours
 - Weekday 24-hour period
 - Saturday mid-day peak hour
- No adjacent off-site developments have been identified within the development timeline; therefore, no off-site development is proposed to be analyzed as part of this study. Trip distribution percentages, pass-by, and linked traffic reductions will be included as appropriate, and their impact on new trip generation will be based on ITE trip generation guidance, similar development projects, and engineering judgement. Multimodal trips including pedestrian, bicycle, and bus trips are assumed to be nominal or non-existent and are not accounted for or included in terms of reductions.

Deliverables:

- MSA will submit a summary of the traffic data collection, trip generation, distribution, and assignment to WisDOT as an “Initial Review” submittal prior to conducting any traffic analysis. Based on their review, WisDOT may make recommendations or require modifications to the provided information and scope. Upon approval of the initial review by WisDOT, MSA will proceed with the remaining tasks as outlined below. If changes to the planned development occur after the initial submittal has been provided to WisDOT, additional scope, fees, and WisDOT re-review may be required.
- Traffic Counts - The following counts are proposed to be collected at the following location based on our assumptions on what WisDOT will require:

- STH 82 at Powers Avenue (side street stop control) - MSA will collect vehicle turning movement counts on a typical weekday (Tuesday through Thursday) during the AM and PM peak hours. Based on the proposed land uses, a weekend peak hour traffic count is expected to be needed. The counts will be collected on a weekday with a typical schedule (no special events, etc.) and average, precipitation free weather conditions. MSA will utilize Miovision traffic data collection units to record fourteen (14) hours of data from 6 AM to 8 PM. Turning movement counts will be processed from 6 – 9 AM and 3 – 6 PM for the weekday count and from 11 AM – 2 PM for the Saturday count. Additional hours can be processed as part of amendment if determined to be necessary. This data will be processed and utilized as part of the traffic analysis. Counts will be collected in 15 minute intervals and include vehicle classification (cars, trucks, and buses). Bicycle and pedestrian counts are not included.

Task 2: Abbreviated Traffic Impact Analysis

- Due to size of the proposed development and anticipated trips that would be generated, it is assumed at this time that an abbreviated TIA will be required by WisDOT and the following scope and costs reflect this assumption. No volume forecasting or future year scenarios are proposed to be analyzed as part of this study outside of existing and initial build/development opening conditions. Upon approval of the initial submittal, traffic operational analysis will include the following intersection:
- STH 82 at Powers Avenue (side street stop control)- This scope includes one development access scenario, as described above. Additional access scenario options can be analyzed as part of a contract amendment. No microsimulation of the roadway network is included but can be completed as part of a contract amendment.
- Traffic Operational Analysis - MSA will analyze the study area intersections identified in this proposal for the following scenarios during the weekday AM and PM and Saturday peak hours using WisDOT-approved software.

Capacity/LOS Analysis, Existing Transportation System:

1. 2026 Base Year Background Traffic
2. 2026 Background + Development

- If operations for any movement drop below level of service (LOS) D as part of the above listed analysis scenarios, MSA will provide one improved transportation system alternative to address the identified operational deficiency. The following scenarios will be analyzed as necessary for an improved transportation system.

Capacity/LOS Analysis, Improved Transportation System

- 1.2026 Base Year Background Traffic
- 2.2026 Background + Development

- One improvement scenario will be analyzed, and improvement scenarios will build on each other for consistency towards an ultimate transportation system recommendation. Improvements could include changes to intersection geometrics, traffic control, turn bay lengths, and other traffic control improvements required to provide LOS D or better for all movements at the study area intersections. Note that the improvements included in the report are recommended to WisDOT for consideration and are not legally binding. WisDOT

reserves the right to determine alternative solutions at the intersections under their jurisdiction.

- Deliverables:

A report documenting the findings of the analysis will be prepared by MSA and an electronic copy submitted to the Owner/Representative for review and comment. The report will include text, tables, and exhibits as appropriate. Upon approval, MSA shall submit an electronic copy each to the Owner/Representative and WisDOT. Sight distance analysis is included, as new access points are being proposed to the roadway network. The site developer will be responsible for ensuring the development's access to the new public roadway meets appropriate sight distances as part of the site design. *It is assumed that a Phase 1 Intersection Control Evaluation (ICE) will not be required. However, if a change in intersection control is deemed necessary after the analysis has been completed, a Phase 1 ICE report and associated traffic signal warrant analysis can be completed, if authorized, as part of a contract amendment.*

- Meetings:

MSA will coordinate a teleconference meeting to review the study findings after submittal of the traffic impact analysis to the Owner or their designated representatives. The review meeting will facilitate discussion of the traffic impacts and improvements recommended by the study and finalize any comments before submitting to WisDOT.

Phase 500 - Permitting

- Permit the project with Wisconsin DNR – NOI, Sanitary Sewer and Water Extensions
- Permit lift station with Department of Safety & Professional Services (DSPS).
- Permit the project with WisDOT - MSA will assist in the coordination of access permitting with WisDOT and the city for the proposed access points. An overview exhibit may be generated as part of the process. This includes also a Work in ROW Permit
- Project Management, Correspondence, QA/QC

Phase 600 – Bidding

- Advertise for Public Bidding
- Conduct a public bid process and bid opening via Online Quest System
- Answer bidder questions during bidding process and issue addendums as needed prior to bid
- Review bid results and draft and submit a recommended award letter to the City
- Attend Project Award Meeting with PW Committee and City Board (1 meeting)
- Project Management, Correspondence, QA/QC
- Upon the City accepting a bid, the Special Assessment breakdown spreadsheet will be updated with bid pricing for the City use.

PROJECT SCHEDULE:

- August 27, 2024: Project Start
- September 2024: Site Survey Work, Initial Submittal Memo to WisDOT, Roadway concepts
- Late September – November 2024: Preliminary Utility Plans, traffic operations analysis and report, CSM started, start permitting, and soil borings completed. (WisDOT report review may take 8 weeks plus.)
- November 2024 – February 2025: Final Design, finish permitting, and bidding.
- March – October 2025: Project Construction

Services/Costs not included in scope but available as additional services.

- DNR submittal/review of Lift Station
- Costs for geotechnical investigation (soil borings)
- Special assessment reports and hearings
- Permit and Submittal Fees (permit and submittal fees paid by owner)
- Legal Fees, Recording Fees of the CSM and other fees associated with processing the land ownership transfer
- Wetland delineation or permitting
- Topographic Survey of the easterly half of the property in blue.
- Intersection Control Evaluation
- Intersection Improvement Design

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists	\$105 – \$185/hr.
Geographic Information Systems (GIS)	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR	\$ 135 – \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects	\$ 75 – \$215/hr.
Planners	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/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, 2024.



201 E. Main Street, Suite 100
Reedsburg, WI 53959
(800) 261-6468 Toll-Free
www.vierbicher.com

August 23, 2024

Daron Haugh, City Administrator
City of Mauston
303 Mansion Street
Mauston, WI 53948

Re: Agreement for Engineering Consulting Services
State Highway 82 – Utility Extension
Mauston, WI

Dear Mr. Haugh:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering Consulting Services to City of Mauston (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

Tractor Supply is proposing to build retail store northeast of the intersection of State Highway 82 and Powers Ave. The undeveloped lot is not currently served with municipal utilities such as sewer and water. The City of Mauston intends to annex the lot into the City and expand their Tax Incurment District to include the Tractor Supply site. The intent for the City is to determine funding for the proposed municipal infrastructure in the fall of 2024, design and permit the improvements and start construction in the spring of 2025 as shown in Exhibit A.

The project will consist of a sewer extension to the site that will include a pressure system with a forcemain and grinder pump station. The extension is anticipated to be approximately 1800' long. The extension is anticipated to be located within the existing right-of-way of STH 82.

The project will include a water loop to include two water lines, one on the north side and one on the south side of STH 82, within the limits of the existing right-of-way. This is anticipated to include approximately 3,200 feet of water extension.

Intersection improvements will be included in the project at the intersection of STH 82 and Powers Avenue. This will consist of geometric changes to improve the intersection. It does not include signalization of the intersection or improvements to STH 82.

II. SCOPE OF SERVICES

A. General

Consultant shall provide engineering services for the above project. These services include preparation of engineering drawings and specifications, applying for regulatory agency approval, bidding and contract award, and Contract Administration.

B. Specific Services Provided by Consultant

1. Survey Phase

a) Topographic Survey:

- (1) Conduct a kick-off meeting with the Client to review project requirements and design considerations.
- (2) Complete a topographic site map that depicts existing features and conditions. The limits of the topographic site map shall extend 20 feet beyond each right-of-way and include existing surface features, utilities, roadway sections, and other elements that may affect the design.
- (3) The Topographic site map shall include locating existing monumentation to the extent that said monumentation is in existence at the time the field work is completed for the purposes of establishing the right-of-way. Consultant will utilize existing surveys that are available, including WisDOT Transportation Plat for STH 82 to facilitate identification of the right-of-way.
- (4) The topographic site map shall depict the following items:
 - (a) Features within the topographic site map limits include, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.
 - (b) Substantial, visible, above-ground structures and improvements, including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.
 - (c) Street trees and trees larger than 12" diameter at breast height (dbh).
 - (d) Utilities shall be shown based on maps provided to the Consultant by the City of Mauston, and as located in the field by Digger's Hotline. The size and invert elevation of sanitary sewers and storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.
 - (e) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.
 - (f) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

- (g) Base Map: Prepare a base map of the existing conditions for use in the design of the improvements.

2. **Design Phase**

a) **Design Development:**

- (1) Consultant will complete the design process following a 30%, 60% and Final design schedule. The staged design schedule will include identification of design challenges or limiting features affecting the design. The design will be updated based on findings and in conjunction with input from the Client as to preferences affecting the improvements.
- (2) Consultant shall meet with the Client at each of the 3 design phases to review the plans.
- (3) Consultant shall identify the sewer flows from the development and design a grinder pump station and forcemain to serve the proposed development. It is anticipated the design will be limited to serving the Tractor Supply development. It does not include a regional lift station to serve areas beyond the development.
- (4) Cost Opinion's will be prepared at each of the design phase levels for Client Staff to evaluate budget considerations.
- (5) It is anticipated that there will be significant consideration with regards to the placement of the improvements related to the existing utilities including underground and overhead utility lines. The scope includes coordination with the affected utilities. Consultant will coordinate with the utility companies to evaluate potential conflicts and develop designs that meet the project requirements with consideration of the existing utilities. For the purposes of this proposal, it is assumed that the improvements will fall within the existing STH 82 right-of-way, outside of the existing paved areas. Easements for the utilities are not included.
- (6) Consultant shall coordinate with a geotechnical firm to complete soil borings to evaluate soil conditions that may affect construction. The geotechnical engineer shall contract directly with the City. This scope includes coordinating the contract, staking, and coordinating the borings.
- (7) Consultant shall prepare a plan to include intersection improvements at Powers Avenue and STH 82. This will include geometric modifications to include widening and the addition of curb & gutter. It is anticipated that all improvements will be on Powers Avenue and not to STH 82 or the design and permitting of a new driveway connection to STH 82. If a traffic impact analysis is required resulting in more significant improvements, this will be addressed through a scope amendment.

- (8) Prepare final plans of the proposed improvements. Final plans shall include:
 - (a) Title Sheet
 - (b) Typical Sections and General Notes
 - (c) Existing Conditions
 - (d) Legend and Contact Information
 - (e) Utility Plan and Profile Sheets
 - (f) Traffic Control Plan
 - (g) Construction Details per City and/or Regulatory Standards
 - (h) Intersection Detail Plan at Powers Avenue and STH 82

- (9) Prepare project manual.

b) **Meetings:** Attend the following meetings:

- (1) Project Kick-off Meeting
- (2) 30% Design Meeting
- (3) 60% Design Meeting
- (4) Final Design Meeting

c) **Permit Applications & Coordination:** Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:

- (1) WDNR Sanitary Sewer Extension
- (2) WDNR Water Main Extension
- (3) WDNR Notice of Intent (Per NR 151.24(3))
- (4) WisDOT Work in Right-of-Way

This scope shall include coordination with WisDOT as required to prepare a design that is consistent with with WisDOT requirements.

3. **Bidding Phase**

a) **Bidding & Contracting:**

- (1) Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.
- (2) Attend the bid opening and prepare a tabulation of the bids received.
- (3) Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
- (4) Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

4. **Construction Phase**

a) **Contract Administration:**

- (1) Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.
- (2) Process shop drawing submittals
- (3) Process Contractor Pay Applications
- (4) Review and make recommendations on contractor-requested change orders.
- (5) Provide general project management and coordination throughout construction.
- (6) Upon completion of the work, Consultant shall compile for, and deliver to, the City of Mauston a set of record documents conforming to information furnished to the Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

b) **Construction Staking:** Consultant shall provide one-time horizontal and vertical staking consisting of the following:

- (1) **Sanitary Sewer:** Sanitary sewer shall be staked including offsets at structures and along the alignment. Offsets along the alignment shall be staked at 25', 50', and 100' intervals out of manholes. After the first 100', only 100' intervals shall be staked.
- (2) **Watermain:** Consultant shall provide horizontal and vertical locations for the watermain along the alignment. Staking shall include one trip and shall include bends, valves, hydrants, and offsets at 100' intervals.
- (3) **Laterals:** Sewer and water laterals shall be staked including offsets to the lateral ends with offset distances to lateral ends and curb stops.
- (4) **Curb & Gutter & Pavement Limits:** Curb & Gutter and pavement staking shall consist of offsets along the curb alignment and pavement edge. Offsets shall be at 25' intervals located 2'-3' behind the back of curb. Cut/fill elevations shall be provided to the finished elevation of the top of curb.
- (5) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.

- (6) Staking shall be completed at the request of Client provided a minimum of 48 hours notice is given.
- (7) Staking assumes that the ground elevation shall be within 1-foot of the finished sub-grade elevation for each item to be staked and the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.
- (8) This contract assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.
- (9) Consultant shall attend a final walkthrough of the completed construction with Client to develop a punchlist and coordinate project closeout.

c) **Construction Observation**

- (1) Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site during underground utility (sanitary sewer and water main) construction. For the purposes of this agreement, 60 hours of construction observation has been assumed.
- (2) Prepare and provide Client Staff with observation reports including descriptions and photos of work activities.
- (3) Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Traffic counts or analysis to determine geometric design negotiations for property rights acquisitions or special assessments.
- B. Easement or other land acquisition to locate improvement outside of the right-of-way.
- C. Wetland delineation and permitting.
- D. Driveway permitting for Tractor Supply.
- E. Site design related to the Tractor Supply Development.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Record drawings within the project limits to the extent they exist
- B. Existing soil conditions within the project limits
- C. Limits of sanitary sewer replacement
- D. Input as to the desired typical section
- E. Anticipated sewer generation from Tractor Supply

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

Activity	Date
A. Award of Civil Design Contract.....	September 2024
B. Survey Phase.....	September 2024
C. Preliminary Design	November/December 2024
D. Present Plans at Public Meetings.....	November/December 2024
E. Final Plans, Bidding Documents & Regulatory Submittals	January/February 2025
F. Bid Process	February/March 2025
G. Contract Award	March 2025
H. Construction Start.....	April/May 2025
I. Construction Complete.....	August 2025

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Appropriate submittals to WDNR and the Client for water system and sanitary sewer system improvements.
- B. NOI submittal (Per NR 151).
- C. Engineer's Opinion of Probable Cost prior to bidding.
- D. Plans, contract volume, cost estimate, bid tabulation, and record drawings. Records to include PDFs of each plan sheet and construction photographs of utility connections and service laterals.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Matt Muchow, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Matt.

The Client designates Rob Nelson as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

- A.** The fees to provide the scope of services described herein is summarized as follows:

Survey Phase

1. Topographic Survey	\$4,940
Survey Phase Total	\$4,940

Design Phase

1. Design Development	\$42,270
2. Meetings (T&E/Estimate)	\$1,920
3. Permitting & Coordination	\$4,320
Design Phase Total	\$48,510

Bidding Phase

1. Bidding & Contracting	\$3,980
Bidding Phase Total	\$3,980

Construction Phase

1. Contract Administration	\$10,700
2. Construction Staking	\$4,640
3. Contrcution Observation*	\$7,200
Construction Phase Total	\$22,540

TOTAL **\$79,970**

* This amount is based on 60 hours. Observation will be invoiced based on actual hours at the rate of \$120 per hour.

- B.** These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C.** Reimbursable expenses are included in the above stated fees. Where sub-consultants are required, a 10% administrative charge has been included.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to me at our Madison office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Matt Muchow, PE
Project Leader

Enclosure: General Terms and Conditions
Exhibit A – Concept Plan

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Daron Haugh, City Administrator
City of Mauston
303 Mansion Street
Mauston, WI 53948

Date

Witness

© Vierbicher Associates, Inc.

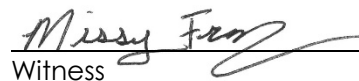
Consultant



Matt Muchow, PE, Engineering Services Manager
Vierbicher Associates, Inc.
201 E. Main Street, Suite 100
Reedsburg, WI 53959

August 23, 2024

Date



Witness

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the net fee received by the Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
 - B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
 - C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.
- All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the

construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

- c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant

specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.



Stantec Consulting Services Inc.
209 Commerce Parkway, PO Box 128
Cottage Grove WI 53527-8955

August 23, 2024

Rob Nelson, Director of Public Works

City of Mauston
1260 North Road
Mauston, WI 53948

Reference: City of Mauston, HWY 82 Water and Sewer Extension – Proposal

Dear Rob,

To assist the City in the expansion of water and sewer infrastructure, to provide for upcoming and future anticipated development along HWY 82, east of the current City boundary, Stantec has produced the following proposal for the City of Mauston's review. This proposal includes:

- Topographic Survey Mapping
- Geotechnical Borings
- Water & Sewer System Evaluations and Recommendations
- Design & Construction drawings
- Permitting and Regulatory Approvals
- Cost estimates
- Specifications and bid documents
- Bidding administration
- Project management

Several preliminary mapping documents that were utilized to prepare this proposal are attached for reference.



Scope of Work

The Scope of Work for services to be completed under this project is detailed in the task descriptions that follow.

Task 1 – Topographic Survey Mapping

- Survey full width of right away, plus 10 feet beyond where conditions warrant and allow.
- Sections will be shot at 50-foot station intervals along the proposed Utility Extension (both water/sewer).
- Collect sufficient elevation data to generate surface contours at a 1' contour interval across the project area.

August 23, 2024
Rob Nelson
Page 2 of 9

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

- In addition, grade breaks, existing improvements, existing utilities, edge of vegetation lines, trees exceeding six inches diameter, landscape limits, and property corner information will be gathered.
- Determine rim elevations, invert elevations and pipe sizes of all storm and sanitary structures within the road right of way.
- Photo documentation will be gathered along the way for assistance in restoration and liability purposes.
- Benchmarks will be set approximately every 500 feet along the proposed utility extension.
- Diggers Hotline will be utilized for markings and plans, and the information gathered will be presented in the final survey mapping product.
- WisDOT ROW and safety permitting, and associated traffic control will be necessary to perform this work. This will require a truck with lights and signs at both ends of the work area, while survey work within the ROW is being performed. This equipment and labor are included in our scope. If the City is able to provide necessary equipment and/or staff to assist with this, then our associated T/M fee may be reduced.

Task 2 – Geotechnical Borings

Stantec will contract with a subconsultant to perform (6) geotechnical borings within the northern portion of HWY 82 ROW, to provide guidance to design team as well as eventual trenchless contractor, for the installation of water utility, and potentially sanitary utility, via trenchless construction methods. The subconsultants scope of work includes the following:

- Digger's Hotline clearance.
- Six (6) Standard Penetration Test (SPT) borings planned (each to a depth of 20 ft), for a total of up to 120 ft of estimated drilling. The borings will be drilled to the planned depth or auger refusal, whichever occurs first. Boring locations will be per the attached markup locations. It is understood that the borings will require permitting and coordination with the Wisconsin Department of Transportation (WisDOT), and possibly Juneau County, which is included in the subcontracted drillers cost estimate.
- Borehole abandonment per DNR requirements
- Limited laboratory testing (moisture content and grain-size testing) for classification and analysis purposes.
- Preparation of a letter report providing an overview of the subsoil and groundwater conditions encountered with typed boring logs for submittal to the Engineer and the HDD or Jack/Bore specialty contractor to determine the appropriate methods for horizontal installation of the water main.

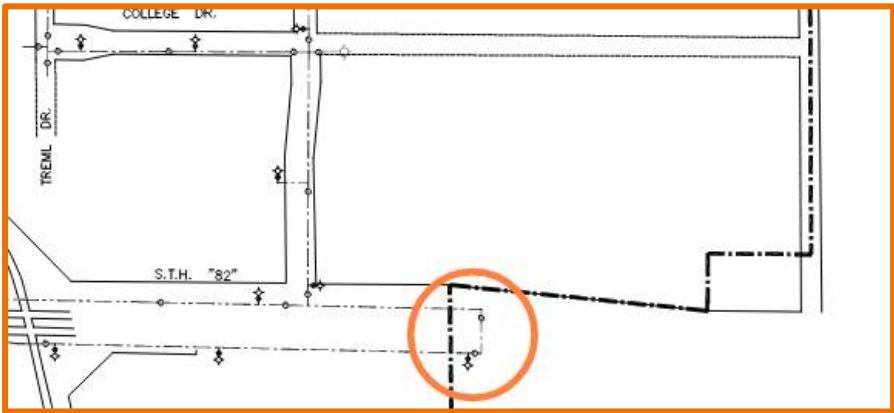


Task 3 – Water System Evaluation and Recommendations

The water to this utility extension area will be fed from an existing distribution main on Hwy 82, currently looped at the intersection with Commercial Avenue.

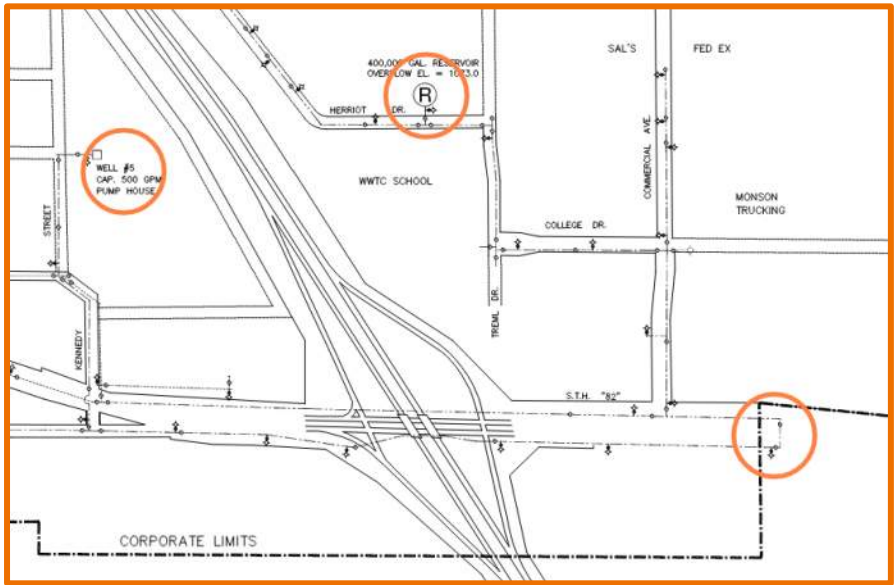
August 23, 2024
Rob Nelson
Page 3 of 9

Reference: City of Mauston, HWY 82 Water and Sewer Extension – Proposal



It is our understanding that the City does not have a current water model or comprehensive water plan for its system.

We will utilize the existing water data available to us as well as information from the proposed Tractor Supply Co. development to evaluate the current and additional water demand capacity available for this location. Additionally, we will evaluate the ability of the current water distribution system to provide adequate flow and pressure for future extra-territorial growth areas east of this development, as well as estimated fire flow availability. This will require an evaluation of current water usage as well as well pumping rates and historical reservoir levels.



The anticipated future demands will be evaluated utilizing anticipated zoning from the City's comprehensive plan, as well as from input from City staff.

To estimate available fire flow and pressures, we will perform hydrant flow testing near the proposed connection point. We will coordinate the testing with the City and use the results to calculate expected delivery pressures and flows at the Tractor Supply Co. development.

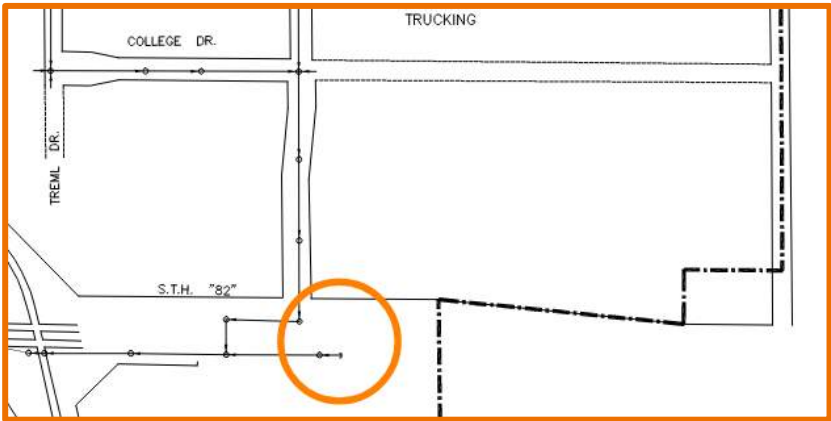
Task 4 – Sewer System Evaluation and Recommendations

The sanitary sewer to serve the anticipated Tractor Supply Co. development is proposed to be conveyed to the existing sewer stub located at the intersection of Hwy 82 and Commercial Avenue. Due to elevations, this will require a sanitary lift

August 23, 2024
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Reference: City of Mauston, HWY 82 Water and Sewer Extension – Proposal

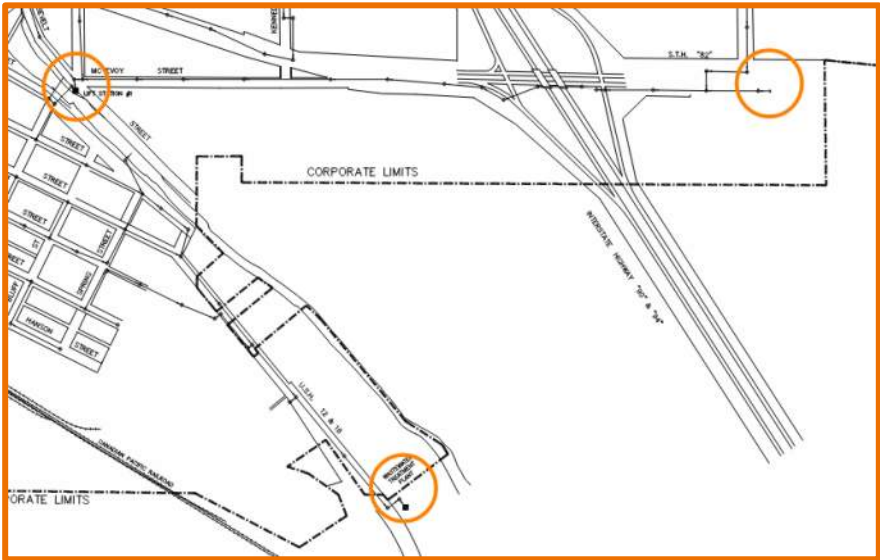
station, located at a point between this stub and the proposed development. From this stub connection, sewer flow is conveyed to Sanitary Lift Station #1, and then to the main lift station at the WWTP.



It is our understanding that the City does not have a current sanitary sewer model or comprehensive plan for its system. We will utilize the existing sewer data available to us as well as information from the proposed Tractor Supply Co. development to evaluate the current and additional sewer flow capacity available for this location. Additionally, we will evaluate the ability of the current sanitary sewer system to accommodate existing and future peak flows from future extra-territorial growth areas east of this development. The anticipated future sewer flow capacity needs will be evaluated utilizing anticipated zoning from the City’s comprehensive plan, as well as from input from City staff.

Lift Stations and WWTP Capacity Evaluation

In addition to recommendations for the newly proposed lift station, east of the current City boundary, we will evaluate the needs for any additional pump capacity at Lift Station #1 and the Main Lift Station to the WWTP, as well as the permitted treatment capacity of the WWTP, to address expected sanitary flows from the currently proposed development, as well as future growth demands.



August 23, 2024
 Rob Nelson
 Page 5 of 9

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

The deliverable will be a letter report summarizing our analysis and results for the sewer system, lift station evaluations, and WWTP capacity evaluation, along with recommendations to accommodate the current proposed development, as well as potential future growth, east of the current City boundary line.

Task 5 – Design & Construction Drawings

Stantec will complete the water and sewer utility design and associated calculations for necessary City planning and regulatory plan approvals. The deliverables will include the following construction drawings for bidding:

- Cover Sheet
- Legend
- General Notes Sheet(s)
- Existing Conditions & Removals Sheet(s)
- Erosion Control Plan and Details Sheet(s)
- Stormwater Pollution Prevention Plan (SWPPP)
- Utility Plan and Profile Sheet(s)
- Lift Station Plan and Profile Sheet(s)
- Lift Station Details
- Lift Station Electrical Plan
- Pavement Restoration Plan Sheet(s)
- Construction Details Sheet(s)

Task 6 – Permitting / Regulatory Approvals

Stantec will complete and submit on the Client's behalf the following regulator plan and permit submittals. It is assumed that any/all local permitting will be completed or waived by City Staff.

WDNR

- WDNR General Permit to Discharge Under the Wisconsin Pollutant Discharge Elimination System (NOI)
- WDNR Public Water System Approval Request (Form 3300-260)
- WDNR Water Main Submittal Checklist (Form 3300-066)
- WDNR Wastewater System Approval Request (Form 3400-205)
- WDNR Sanitary Sewer Submittal (Form 3400-059)
- WDNR Sewer Specification Checklist (Form 3400-095)
- WDNR Sanitary Sewer or Lift Station Project Approval Request (Form 3400-160)
- WDNR Lift Station Design Checklist (Form 3400-168)

WisDOT

- WisDOT Work on Highway Right-Of-Way Permit Application (Form DT1812)
- WisDOT Application/Permit to Construct, Operate and Maintain Utility Facilities on Highway Right-Of-Way (Form DT1553)

It is not anticipated at this time, that a wetland delineation, wetland fill permitting, or fees will be necessary. This assumption is based upon preliminary mapping from the WDNR's Water Surface Viewer. If the WDNR does determine that a delineation is necessary, then Stantec may provide those services and permitting assistance if necessary.

Task 7 – Engineer's Opinion of Probable Construction Costs

Stantec will provide an opinion of probable construction, construction observation, and construction administration costs, at both the 60% design stage, and upon final design and completion of the construction documents.

August 23, 2024
 Rob Nelson
 Page 6 of 9

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

Task 8 – Project Manual for Bidding/Construction

Stantec will develop a project manual consisting of technical specifications and “front end” contract documents for bidding.

Task 9 – Bidding Administration

Stantec will provide bid advertising and opening services the bid package developed. Bid advertising services shall consist of uploading the project to Quest CDN and informing contractors of the project out to bid. Bid opening will consist of Stantec hosting an in person or virtual bid opening meeting (depending on City preference) according to state public bidding laws, formulation of a bid tab, recommendation of award to the City, and notice of award to the awarded bidder, should the City proceed with award.

Task 10 – Project Management and Meetings

Stantec will coordinate with City staff to ensure that relevant project deliverables and other documents are available for the project team. Stantec will prepare monthly project status reports which may be shared at monthly City Council meetings. Stantec will coordinate up to (3) progress meetings with City staff and up to (2) meeting with regulatory reviewers, pending comments received. This task assumes (1) project site visit (estimated to occur at 60% design) with up to (3) members of the design team, as well as appropriate City staff.

Assumptions

- Stantec staff will not perform any work that requires their staff to enter wet wells of lift stations due to confined space training requirements.
- The City will provide requested utility as-built information and or utility data (if available) within 2-weeks of requests.
- It is not anticipated at this time, that a wetland delineation, wetland fill permitting or fees will be necessary. This assumption is based upon preliminary mapping from the WDNR’s Water Surface Viewer. If the WDNR does determine that a delineation is necessary, then Stantec may provide those services and permitting assistance if necessary.
- It is assumed that no right-of-way or easement acquisition is necessary to construct these improvements.
- It is assumed based on review of the WDNR Water Surface Viewer, that the project will not impact FEMA regulatory floodplain/floodway.
- It is assumed that with proper notification, City staff will allow Stantec staff to access and/or visit existing City infrastructure.
- No landscaping design that exceeds typical turf restoration is included in this scope of work. If requested, landscaping design may be provided for additional fees paid to Stantec.
- Expansion of current project extents, requiring additional survey work not already included in this task order will be considered additional services and be subject to additional fees paid to Stantec.
- All Permit and/or Plan Submittal fees are to be paid by Client. Stantec will not submit on Client’s behalf until written authorization to do so is received. Any fees paid by Stantec will reimbursed by Client with no markup.
- Task budgets are estimates and Stantec reserves the right to reallocate budget between tasks but will not exceed total contract value without approval.
- Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a 10 percent markup.
- Stantec will not enter any form of litigation regarding the services performed in the tasks defined by this Task Order.
- Stantec not responsible for any costs incurred due to schedule delays beyond our control (e.g. weather, client-induced delays, non-performance of other contractors, etc.)

Deliverables

- Evaluation and Recommendations Report for City Water and Sewer Expansion to the East (PDF)
- 60% Design Drawings (PDF)

Reference: City of Mauston, HWY 82 Water and Sewer Extension – Proposal

- Construction Drawings for Bidding (PDF)
- WDNR and WisDOT Permitting and Plan Submittal Documents for Client Review (PDF)
- Project Manual for Bidding (PDF)
- Engineer’s Opinion of Probable Construction Costs (PDF)
 - 60% Design
 - Final Design
- Bid Tabulation and Recommendation Documentation (PDF)
- Meeting Minutes from Scheduled Progress Meetings (PDF)

Schedule

The following is an estimated timeline for completion of the work. The preliminary schedule is subject to change; any significant changes to the schedule will be communicated to the City in a timely manner. This schedule assumes a notice to proceed on October 1st, 2024, and assumes all necessary City data or access to for evaluation if provided. This estimated schedule also includes the estimated construction schedule, for the City’s use in planning and discussions with prospective developers.

- | | |
|---|-------------------|
| • Topographic Survey Mapping | October 14, 2024 |
| • Geotechnical Borings | October 21, 2024 |
| • Evaluation and Creation of Comprehensive Water/Sewer Plan | November 4, 2024 |
| • Design & Construction Drawings | December 2, 2024 |
| • Permitting / Plan Approvals | February 3, 2025 |
| • Bid Advertisement | February 17, 2025 |
| • Bid Opening | March 10, 2025 |
| • Construction Start | May 5, 2025 |
| • Construction Completion | September 1, 2025 |

This schedule assumes 60 day regulatory review times for WDNR Water and Sewer Plan Submittals and utilizes current construction timelines being exhibited in the industry for this scope of work. This schedule is Stantec’s best estimate at the time of this proposal.

Proposed Fee

Stantec will complete the tasks outlined in the Scope of Services on a time and materials basis, for an estimated fee as detailed below by task, which includes reimbursable expenses (mileage, copying charges, etc.).

Task 1: Topographic Survey Mapping	\$22,600
Task 2: Geotechnical Borings	\$6,900
Task 3: Water System Evaluation and Recommendations	\$11,300
Task 4: Sewer System Evaluation and Recommendations	\$11,900
Task 5: Design & Construction Drawings	\$55,900
Task 6: Permitting and Regulatory Approvals	\$4,600
Task 7: Cost Estimates	\$3,000
Task 8: Specifications and Bid Documents	\$18,300
Task 9: Bidding Administration	\$5,500
Task 10: Project Management	\$8,400

The total estimated fee for the Project is **\$148,400.**

Stantec will complete other tasks, extra services, and/or attend meetings in addition to the outlined scope of services, as authorized by the Client, on a time and materials basis. If there are changes to the scope of services that would cause the estimated fees to be exceeded, Stantec will contact the Client for approval to proceed.

August 23, 2024
 Rob Nelson
 Page 8 of 9

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

Payment Terms & Conditions

Payment for services and expenses will be due immediately upon receipt of invoices. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please remit payments for invoices to:

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Terms and Conditions, **please send executed Agreement to:**

Attn: Christian Moring
Stantec Consulting Services Inc.
209 Commerce Parkway, PO Box 128
Cottage Grove, WI 53527-8955

To execute this contract, please sign the Proposal herein.

On behalf of Stantec, thank you for this opportunity to prepare this proposal. Should you have any questions or need clarification of anything presented in the enclosed proposal, please do not hesitate to contact us.

Respectfully,

STANTEC CONSULTING SERVICES INC.



Christian Moring PE
 City Engineer
 Mobile: (262) 665-3012
 christian.moring@stantec.com

Attachments:

- Exhibit A – Existing City Water/Sewer Utility Mapping
- Exhibit B – City Water/Sewer As-built (Intersection of Hwy 82 & Commercial Ave.)
- Exhibit C – Existing Official City Exterritorial Zoning Map (2014)
- Exhibit D – Desktop Floodplain/Wetland/Soils/Contour Mapping
- Exhibit E – Tractor Supply Co. Preliminary Site Plan
- Stantec Community Development Professional Services Agreement

August 23, 2024
Rob Nelson
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Reference: City of Mauston, HWY 82 Water and Sewer Extension – Proposal

Contracting

Stantec will provide these services on an hourly basis for Time & Materials tasks, unless noted otherwise. Stantec will invoice monthly, for each task listed above in proportion to the amount of work complete for each individual task. Payment terms will be 30 days upon receipt. Any applicable state and local taxes are not included.

By signing this proposal, _____ authorizes Stantec to proceed with the services
Client Name
herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

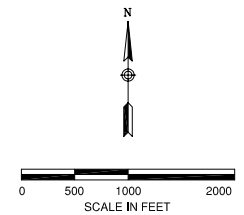
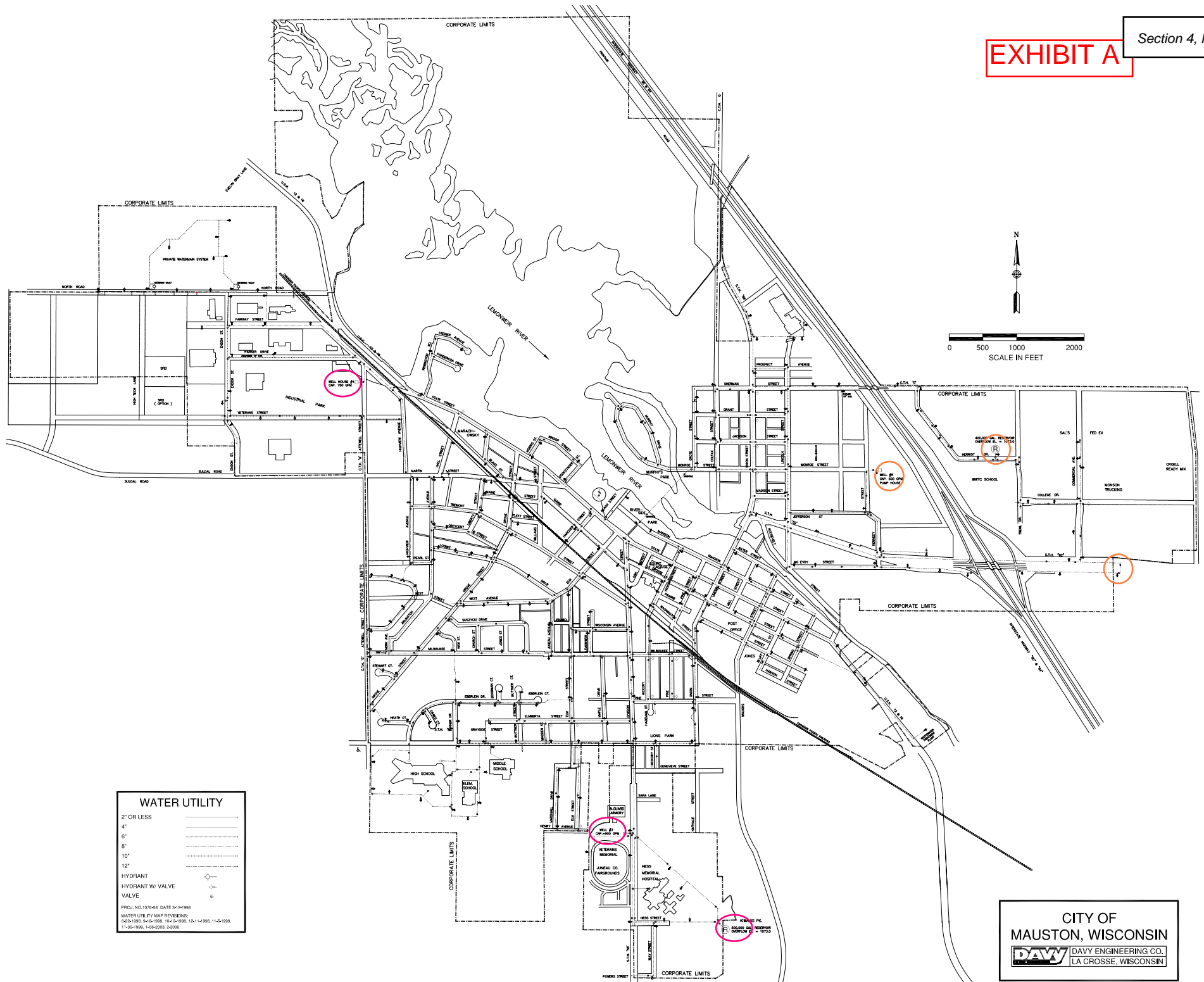
This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Name

Print Name & Title

Signature

EXHIBIT A



WATER UTILITY

2" OR LESS _____

4" _____

6" _____

8" _____

10" _____

12" _____

HYDRANT _____

HYDRANT W/ VALVE _____

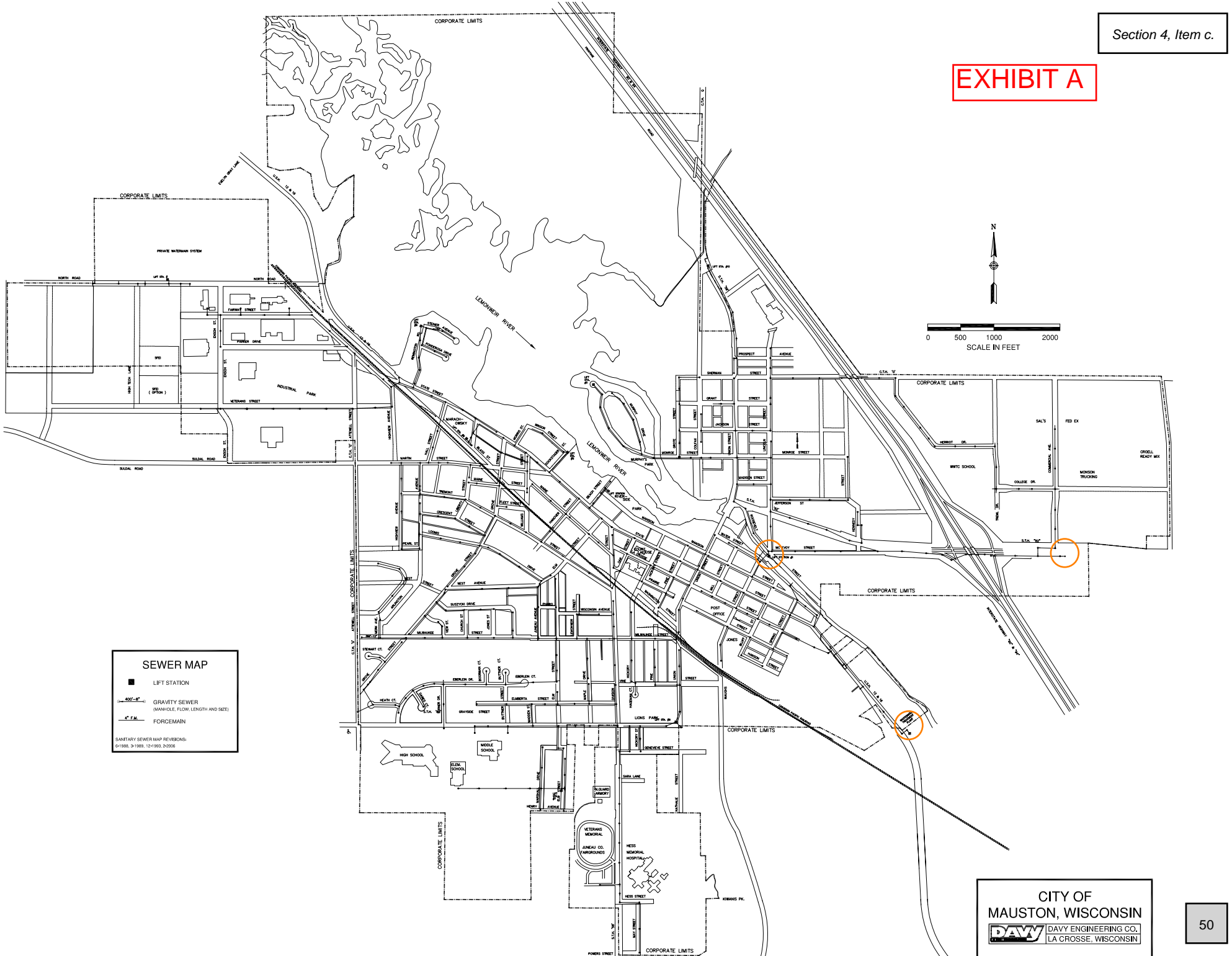
VALVE _____

PROJ. NO. 107649 DATE 3-24-1998
 WATER UTILITY MAP REVISIONS:
 8-23-1998, 9-15-1998, 10-12-1998, 12-11-1998, 11-5-1999,
 11-30-1999, 1-18-2000, 2-4-2000

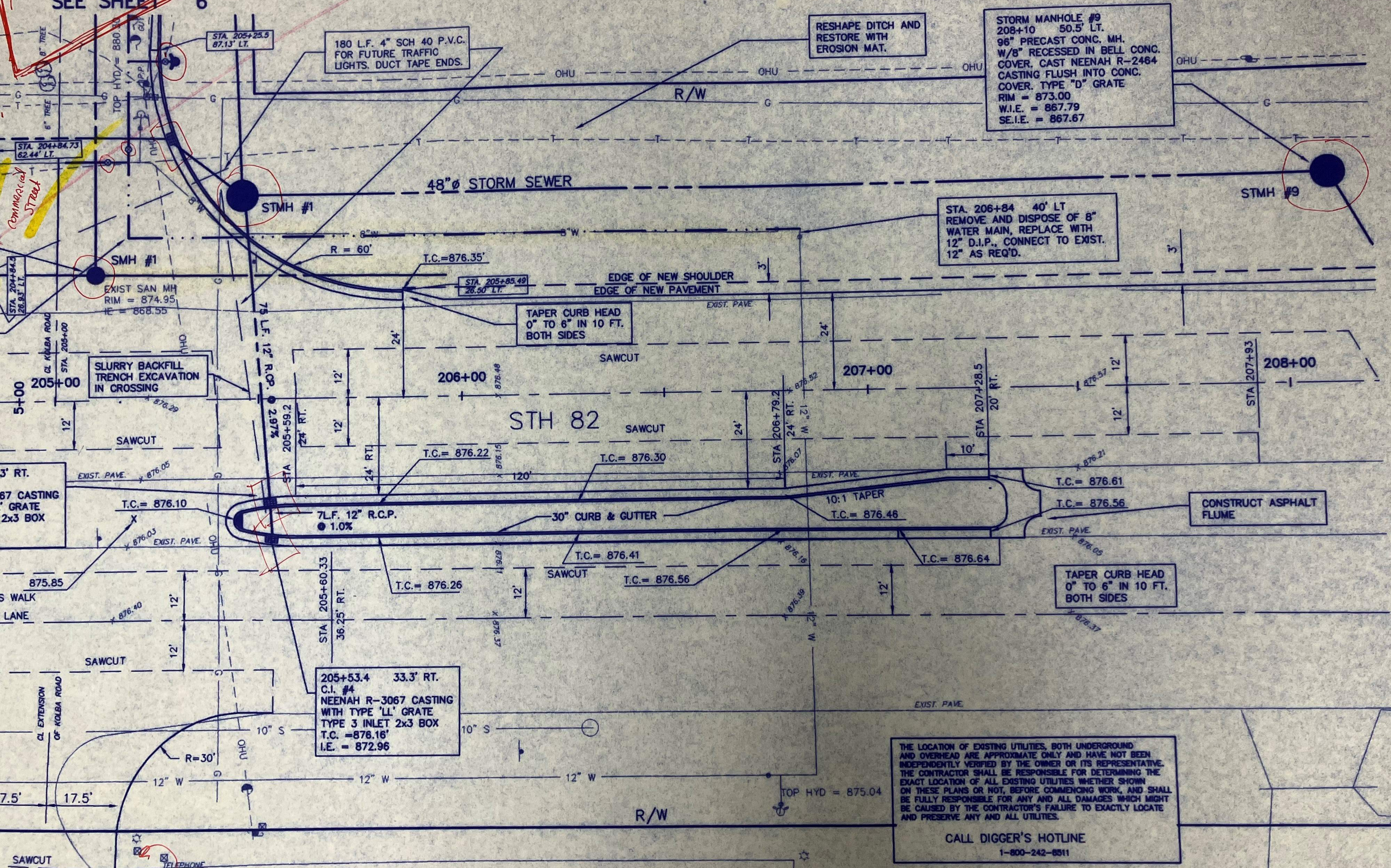
**CITY OF
MAUSTON, WISCONSIN**

DAVY DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

EXHIBIT A



See Detail for Radia

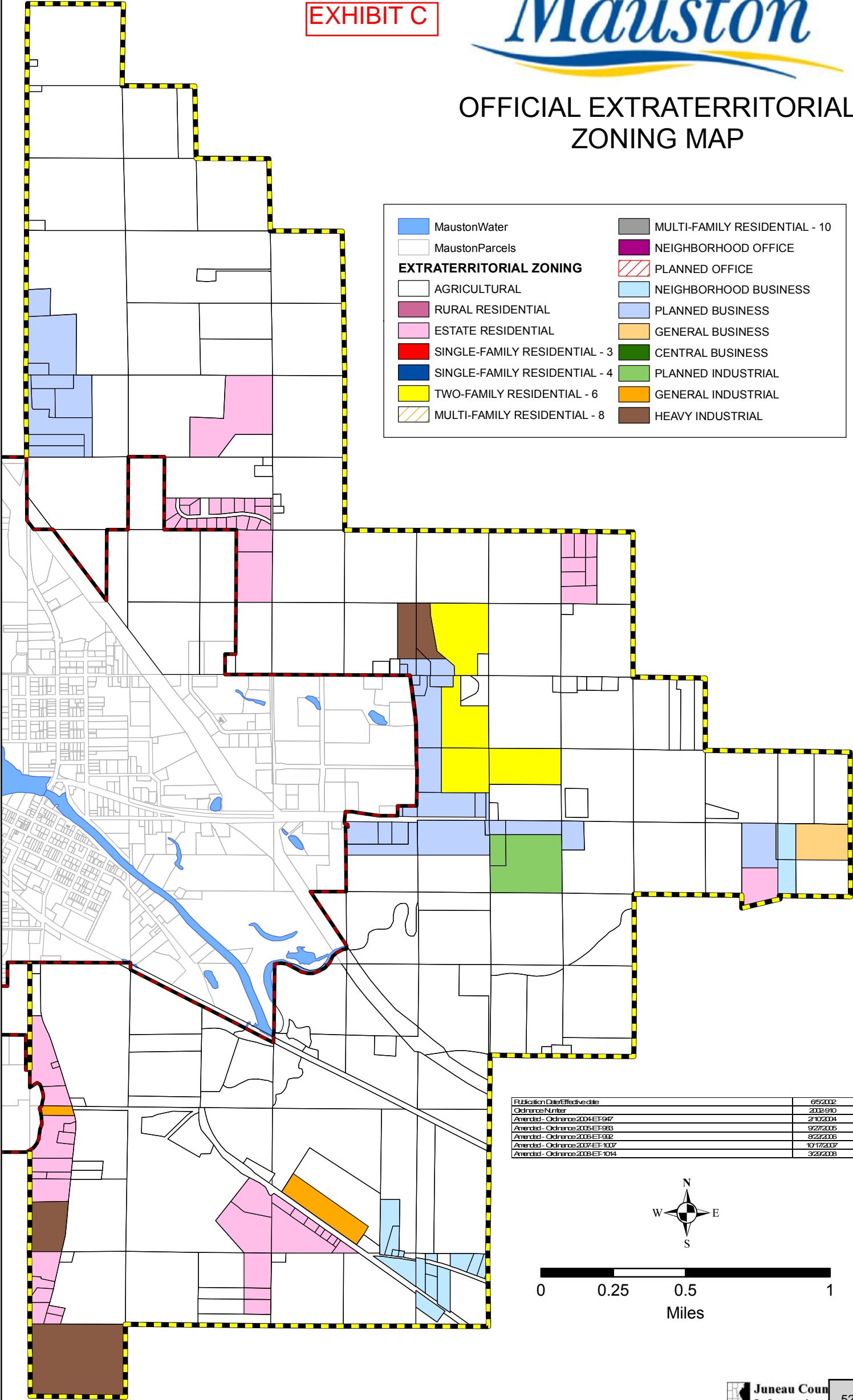


HORIZONTAL SCALE $1'' = 20'$
VERTICAL SCALE $1'' = 5'$

EXHIBIT C



OFFICIAL EXTRATERRITORIAL ZONING MAP



- MaustonWater

MaustonParcels

EXTRATERRITORIAL ZONING

AGRICULTURAL

RURAL RESIDENTIAL

ESTATE RESIDENTIAL

SINGLE-FAMILY RESIDENTIAL - 3

SINGLE-FAMILY RESIDENTIAL - 4

TWO-FAMILY RESIDENTIAL - 6

MULTI-FAMILY RESIDENTIAL - 8

MULTI-FAMILY RESIDENTIAL - 10

NEIGHBORHOOD OFFICE

PLANNED OFFICE

NEIGHBORHOOD BUSINESS

PLANNED BUSINESS

GENERAL BUSINESS

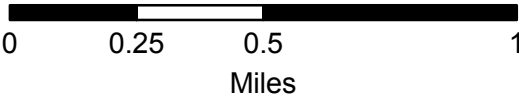
CENTRAL BUSINESS

PLANNED INDUSTRIAL

GENERAL INDUSTRIAL

HEAVY INDUSTRIAL

Publication Date/Effective date	6/5/2012
Ordinance Number	2012-910
Amended - Ordinance 2004-EI-947	2/10/2004
Amended - Ordinance 2005-EI-983	9/27/2005
Amended - Ordinance 2006-EI-992	8/22/2006
Amended - Ordinance 2007-EI-1007	10/17/2007
Amended - Ordinance 2008-EI-1014	3/29/2008





Surface Water Data Viewer Map



0.1 0 0.06 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 3,960

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- Legend** E Section 4, Item c.
- Dams**
- Dam
 - FERC and FERC Exempt Dam
 - Cranberry Dam
 - Removed Dam
 - Structure not on Waterway
 - <all other values>
- Levees**
- Levees
- + Geomarks**
- Floodplain Analysis Lines**
- Case by Case Analysis for Development in Floodplain
 - Dam Failure Analysis
 - Encroachment Analysis
 - Flood Insurance Study
 - Flood Storage Analysis
 - Floodplain Study (Locally Funded)
 - Hydrology/Hydraulics developed at a Dam
 - <all other values>
- Floodplain Analysis Catchments**
- Floodplain Analysis Points**
- Case by Case Analysis for Development in Floodplain
 - Dam Failure Analysis
 - Encroachment Analysis
 - Flood Insurance Study
 - Flood Storage Analysis
 - Floodplain Study (Locally Funded)
 - Hydrology/Hydraulics developed at a Dam
 - <all other values>
- Record Flood Levels**
- Record Flood Levels
- FERC Project Area Boundaries**
- FERC Project Area Boundaries
- Floodplain Storage**
- Floodplain Storage

Notes



Surface Water Data Viewer Map



- Legend** E Section 4, Item c.
- Wetland Indicators
 - Wetland Class Areas
 - Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled/drained wetland
 - Wetland too small to delineate
 - Filled excavated pond
 - Filled Points
 - Wetland Class Areas
 - Filled Areas
 - Lake Class Areas
 - Riverine/ditch Class Areas
 - Wetland Class Areas
 - Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled/drained wetland
 - Wetland too small to delineate
 - Filled excavated pond
 - Filled Points
 - Wetland Class Areas
 - Filled Areas
 - PNW-ASNRI Sensitive Areas of Lakes
 - PNW-ASNRI Wild and Scenic Rivers
 - PNW-ASNRI Outstanding and Exceptional Streams
 - PNW-ASNRI Trout Streams
 - PNW-ASNRI Wild Rice Streams
 - PNW-ASNRI Outstanding and Exceptional Lakes
 - PNW-ASNRI Special Area Management Plan Streams

Notes

0.1 0 0.06 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 3,960

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Surface Water Data Viewer Map



- Legend** E Section 4, Item c.
- Wetland Indicators
 - Wetland Class Areas
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 - Dammed pond
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 - Wetland Class Points**
 - Dammed pond
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 - PNW-ASNRI Trout Streams
 - PNW-ASNRI Wild Rice Streams
 - PNW-ASNRI Outstanding and Exceptional Lakes
 - PNW-ASNRI Special Area Management Plan Streams

Notes

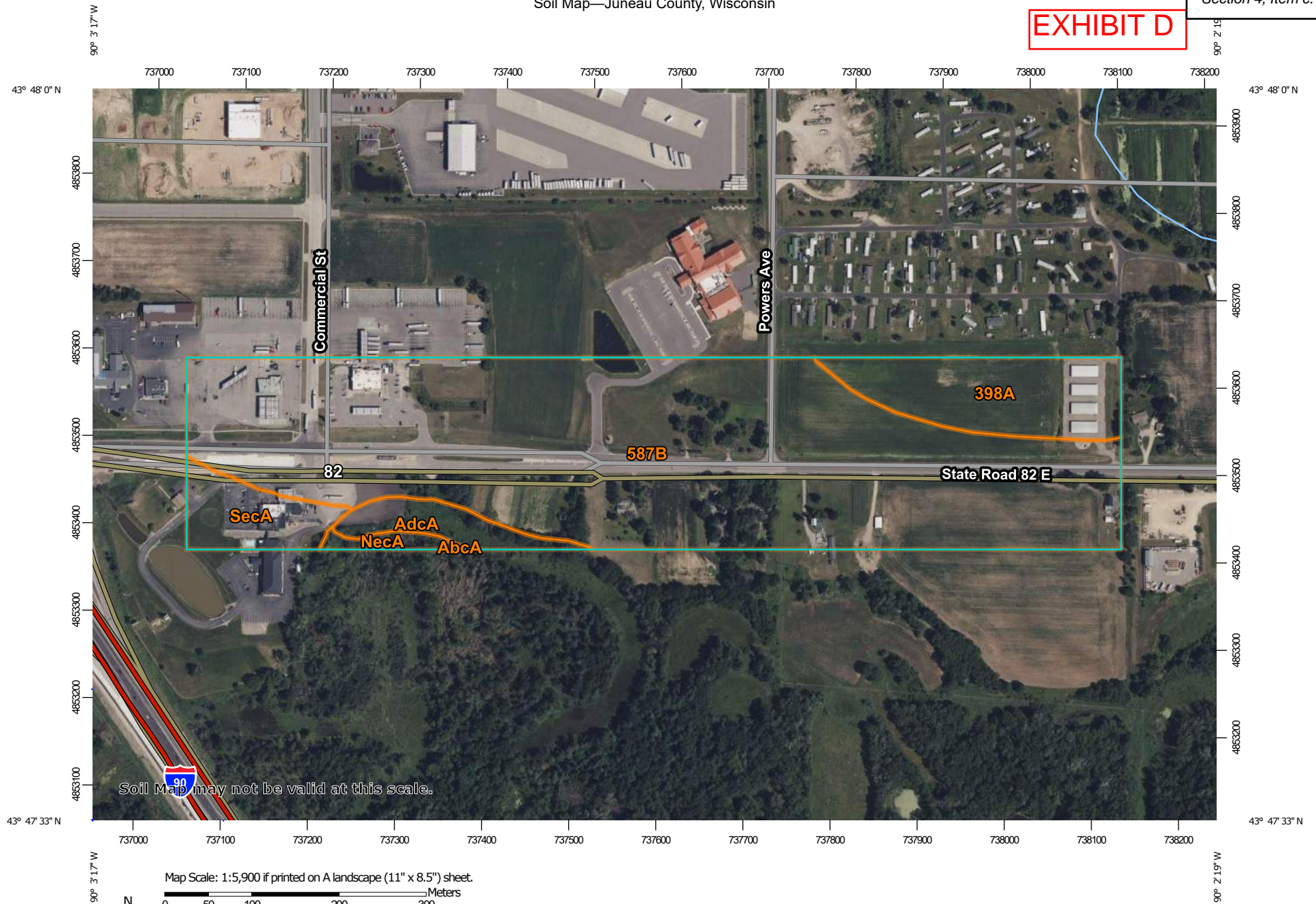
0.1 0 0.06 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 3,960

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EXHIBIT D



Map Unit Legend

EXHIBIT D

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
398A	Neenah silt loam, 0 to 3 percent slopes	6.4	10.9%
587B	Tintson sand, lake terrace, 1 to 6 percent slopes	46.3	79.1%
AbcA	Absco loamy sand, cool, 0 to 3 percent slopes, occasionally flooded	0.0	0.0%
AdcA	Adder muck, cool, 0 to 1 percent slopes, frequently flooded	2.1	3.6%
NecA	Newlang muck, cool, 0 to 1 percent slopes, frequently flooded	0.6	1.1%
SecA	Sechler loam, cool, 0 to 3 percent slopes, frequently flooded	3.0	5.2%
Totals for Area of Interest		58.5	100.0%

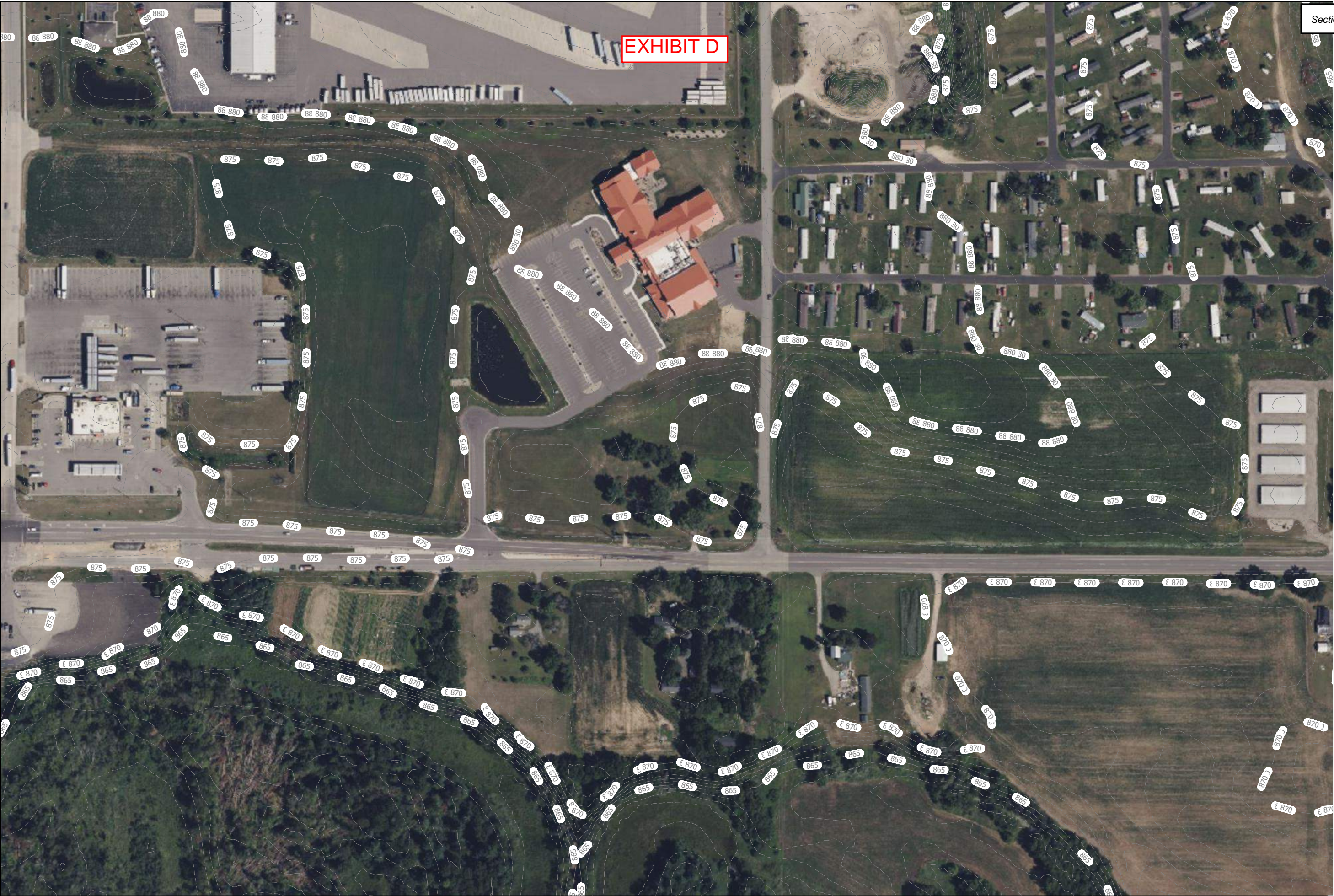
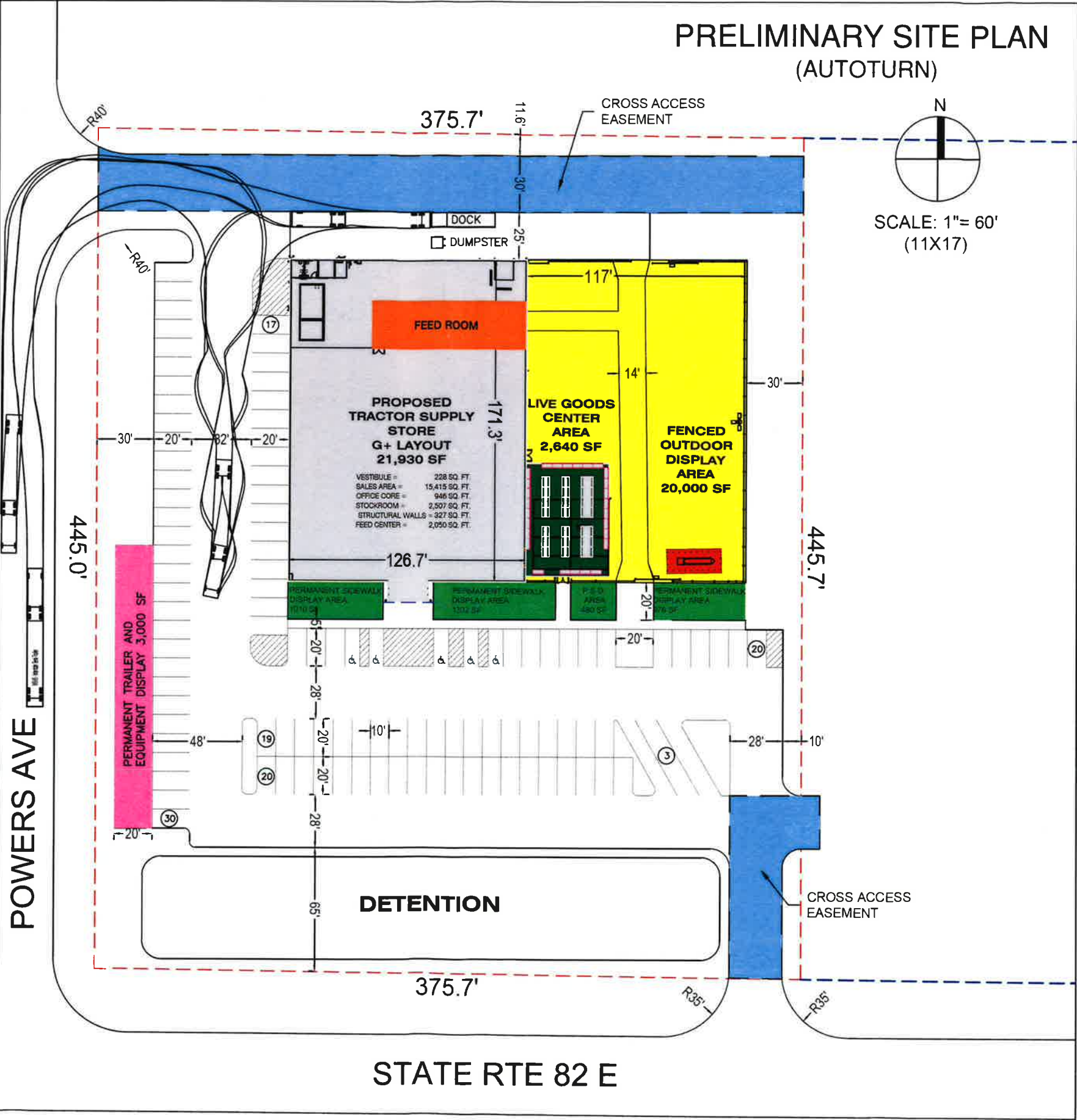


EXHIBIT E

PRELIMINARY SITE PLAN
(AUTOTURN)

COLOR LEGEND

- PROPERTY LINE
- DEMISED PREMISE
- CAM AREA
- PYLON SIGN
- FENCED OUTDOOR DISPLAY AREA
- PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA
- PERMANENT SIDEWALK DISPLAY AREA
- FORAGE SHED
- LIVE GOODS CENTER
- FEED CENTER
- PROPANE
- BUILDING FOOTPRINT
- INTERIOR OUTDOOR DISPLAY AREA
- EASEMENT AREA



PROJECT INFORMATION

SITE AREA		
LOT		± 3.84 AC
TOTAL		± 3.84 AC

PARKING COUNT SUMMARY

TSC BLDG	21,930 SF	109 SP
TRAILER		- SP
TOTAL PROVIDED		109 SP

REQUIRED BY CITY		
1 PER 300 SF OF BLDG		74 SP
1 PER 600 SF OF OUTDOOR SALES		45 SP
TOTAL REQUIRED		119 SP

ZONING CLASSIFICATION

EXISTING	N/A
PROPOSED	TBD

REQUIRED SETBACKS

FRONT	40'
SIDE	10'
REAR	30'

PROJECT NOTES

- THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE, PAVEMENT LINES AND UTILITY REQUIREMENTS MUST BE VERIFIED.
- ALL CURB CUTS SHOWN ARE PROPOSED AND MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	DRAWN BY
7/2/24	INITIALS RELEASE	LL

G+ PROTOTYPE

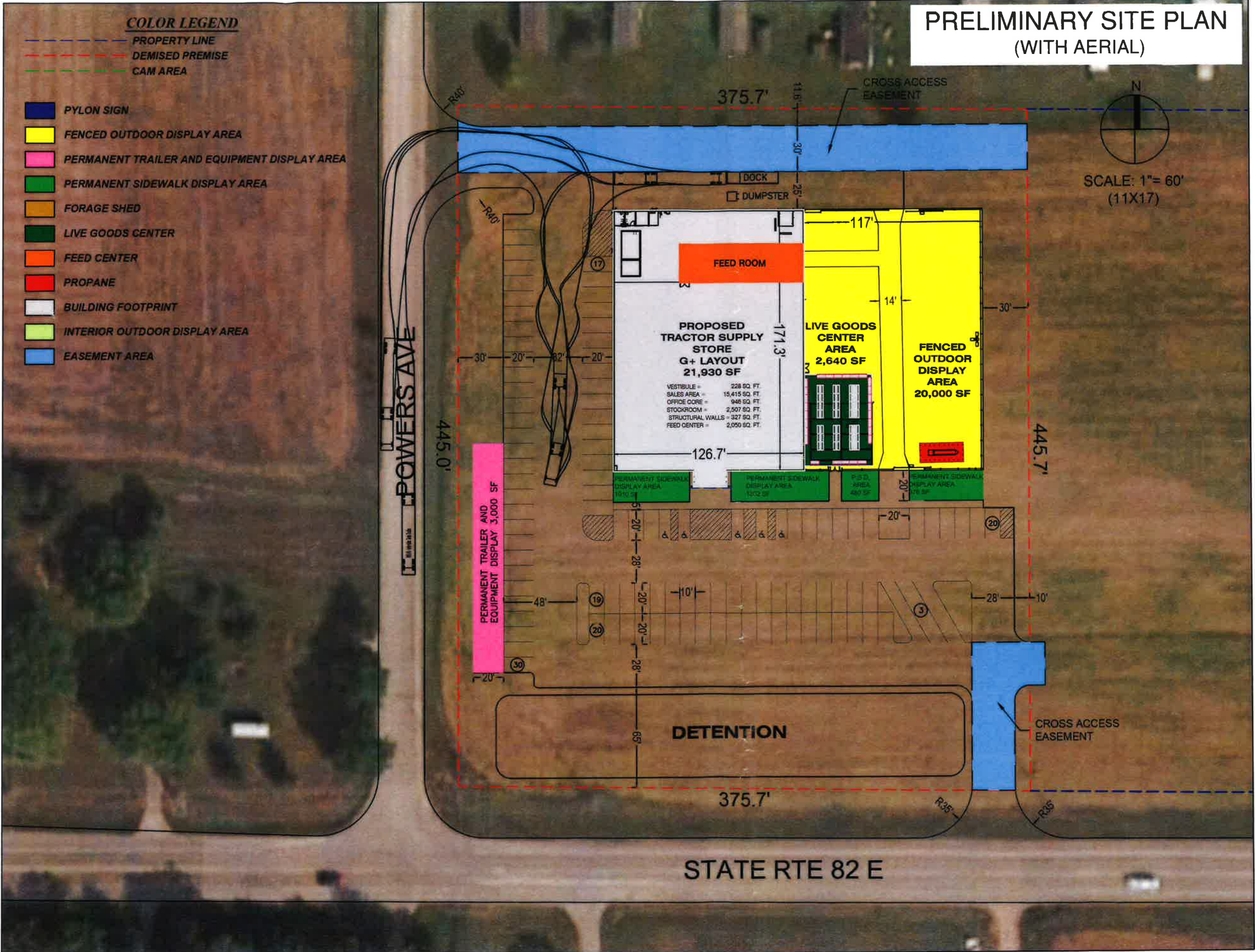
TRACTOR SUPPLY
MAUSTON, WI

101

TENANT SIGNATURE
NAME & TITLE/COMPANY (PRINTED)
DATE
LANDLORD SIGNATURE
NAME & TITLE/COMPANY (PRINTED)
DATE

EXHIBIT E

PRELIMINARY SITE PLAN
(WITH AERIAL)



PROJECT INFORMATION

SITE AREA		
LOT		± 3.84 AC
TOTAL		± 3.84 AC

PARKING COUNT SUMMARY

TSC BLDG	21,930 SF	109 SP
TRAILER		- SP
TOTAL PROVIDED		109 SP

REQUIRED BY CITY		
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1 PER 600 SF OF OUTDOOR SALES		45 SP
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DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	DRAWN BY
7/2/24	INITIALS RELEASE	LL

G+ PROTOTYPE

TRACTOR SUPPLY
MAUSTON, WI

**COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into effective August 23 2024 (the "Agreement Date") by and between:

"Client"

Name: City of Mauston, Wisconsin
Address: 303 Mansion Street, Mauston, WI 53948
Phone: (608) 747-2704
Representative: Daron J Haugh, City Administrator Email: dhaugh@mauston.com

"STANTEC"

Name: Stantec Consulting Services Inc.
Address: 209 Commerce Parkway PO Box 128, Cottage Grove, WI 53527-8955
Phone: (262) 665-3012
Representative: Christian Moring, Associate / Project Manager Email: christian.moring@stantec.com

Project Name (the "Project"):

City of Mauston, HWY 82 Water and Sewer Extension

This project is to be developed on a stage-by-stage basis where a stage is defined as a development for which a set of detailed engineering drawings is prepared.

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The compensation and time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of invoices, the details of which can be obtained or verified by contacting ar@stantec.com.

The Client and Stantec expressly agree that Stantec's fees for Services performed shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project. If the Project or any part thereof is abandoned or unduly delayed for reasons beyond Stantec's control, the Client shall pay to Stantec the fees for Services performed in accordance with the fee payment schedule in Attachment "A", and/or calculated on a time plus expense basis, at the option of Stantec.

The Client shall not be entitled at any time to costs, damages, or expenses that may be incurred due to Stantec's suspension or termination of Services. The Client shall be responsible for any demobilization and remobilization costs incurred by Stantec as a result of any suspension.

When the work is being performed by Contractors, the fees due Stantec shall be paid to Stantec whether or not payment is made to or withheld from the Contractors. No deduction shall be made from Stantec's fee on account of any penalties or damages claimed by the Client from the Contractors, or of other sums withheld from the Contractors.

If any information provided by the Client or by others on behalf of the Client should be erroneous or inaccurate, any necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Where accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the Project is not available, the cost of obtaining the same shall be borne by the Client.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, it shall become necessary for Stantec to make any changes in any designs, drawings, plans or specifications for any part of the Project, or if Stantec incurs extra work, cost or expense by reason of any act or matter over which

Stantec has no control, the Client shall pay to Stantec a fee for such changes or extra work calculated on a time plus expense basis or as mutually negotiated by the parties. Prior to the commencement of such changes or extra work Stantec shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that Stantec shall keep separate costs records in respect to such changes or extra work.

Where changes to the design, plans and specifications are required after the start of design, due to the Client's decision to split a phase into two (2) or more phases, Stantec reserves the right to invoice the Client for the additional costs incurred as a result thereof on a time plus expense basis or as mutually negotiated by the parties.

Nothing in any Agreement between the Client and Stantec shall be construed to obligate Stantec to prepare for or appear in litigation on behalf of the Client, unless Stantec agrees to provide and is equitably compensated for such services on a time plus expenses basis.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

VARIATIONS IN DESIGN: Stantec is empowered to make such deviations, alterations, additions and omissions in carrying out the work as Stantec may reasonably consider desirable in the Client's interests.

TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and

performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

In the event of any construction emergency, which in the opinion of Stantec requires immediate action in the Client's interests, Stantec shall have authority to issue such orders on behalf of and at the expense of the Client as are deemed necessary or expedient.

At no time shall Stantec be construed to be the party as defined under applicable Occupational Health and Safety (OHS) legislation responsible for coordination or provision of environmental, health and safety requirements and activities for the Project or Project work sites, except as such requirements relate to Stantec's own staff.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000 per stage. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or

pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.



**COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT**

Section 4, Item c.

Page 6

City of Mauston, Wisconsin

Stantec Consulting Services Inc.

Print Name and Title

Signature _____

Christian Moring, Associate / Project
Manager

Print Name and Title

Signature _____

**COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Attached to and forming part of the Agreement BETWEEN:

City of Mauston, Wisconsin
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: August 23 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

See Letter Proposal titled "City of Mauston, HWY 82 Water and Sewer Extension – Proposal"
(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: 10/1/2024
Estimated Completion Date: 03/31/2025

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

[Click and enter in any format fee and/or compensation details]

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film and report materials; communications expenses (e.g., faxes, office and cellular/mobile phones, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; permit and examination fees; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services, Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally

adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

When Stantec's fees are computed as a percentage of construction costs:

- "Opinion of Probable Cost" is the estimate of the probable construction cost, which will be provided by Stantec during the design phase of the Project, as amended from time to time; and "Cost of Work" is the actual cost of the construction, which is based on the tender amount submitted by the Contractor plus any other construction costs (whether from construction change orders, amendments, unit price/quantity variations, etc.), to the extent related to Services.
- Stantec's initial fee shall be calculated as n/a% of the construction value, as set out in this Agreement, based on the initial Opinion of Probable Cost provided by Stantec, and shall be adjusted to the extent that the Opinion of Probable Cost is amended. Stantec's fees shall be further adjusted based on the tender amount submitted by the Contractor, and shall not be reduced by any reduction or discount in the Contractor's price that occurs through negotiation after tender submission.
- It is anticipated that the Cost of Work may be adjusted periodically after submission of the Contractor's tender. If the Cost of Work increases, Stantec's fees will be adjusted as follows: Increases of 10% or more of the last approved fees shall require written approval by the Client. Increases under 10% shall not require approval by the Client. Approval is deemed to be a written acknowledgement via email or in writing that the Client has agreed to the Cost of Work being presented. If the Cost of Work is lower than that estimated in the Opinion of Probable Cost, no written approval is required from the Client to reflect the appropriate reduction in fee.
- Stantec's minimum fees for each phase shall be \$0, regardless of whether or not construction has commenced.
- Whenever the Client furnishes material, equipment, labor, or other service that is incorporated in the work, the fair market value of the materials or equipment as though they were purchased new, and current prices of labor or other service when the work was executed, shall be included in the total Cost of Work.

Stantec reserves the right at any time to direct fees and invoices to the Client for builder related work including plot plan approvals, grading inspection, and other services related to the builder program, for which the Client must rely on Stantec to carry out in the subdivision development process.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

None.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.