



A G E N D A
CITY OF WAUPUN BOARD OF PUBLIC WORKS AND
FACILITIES COMMITTEE
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, April 12, 2022 at 4:30 PM

The Waupun Board of Public Works and Facilities Committee will meet in-person, virtual, and teleconference. Instructions to join the meeting are provided below:

Join Zoom Meeting

<https://us02web.zoom.us/j/83430608522?pwd=N1pSZ05zUStFdVEybWxwSHcyc2JyUT09>

Meeting ID: 834 3060 8522

Passcode: 630201

By Phone: 312 626 6799 US (Chicago)

CALL TO ORDER

ROLL CALL

PERSONS WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS--*State name, address, and subject of comments.*
(2 Minutes)

No Public Participation after this point.

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

CONSIDERATION - ACTION

1. Approve minutes of the March 8, 2022 meeting.
2. Approve seal coat and crack seal Library, City Hall and Safety Building Parking lots
3. Recommend Bayberry Lane Extension Agreement with MSA professional Services to City Council
4. Approve Storm Sewer Re-routing Evaluation agreement with MSA Professional Services
5. Approve Micro Surfacing on Olmstead St. from S. Madison St. S. Drummond St. and Bly St. from W. Lincoln St. to W. Main St.
6. Recommend Municipal solid waste collection, disposal and recycling services for the city of Waupun RFP

ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.



A G E N D A
CITY OF WAUPUN BOARD OF PUBLIC WORKS AND
FACILITIES COMMITTEE
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, March 8, 2022 at 4:30 PM

CALL TO ORDER

Chairman Kaczmariski called the meeting to order at 4:31pm.

ROLL CALL

Members in attendance on roll call is:

In-Person: Alderman Kaczmariski, Alderman Matoushek, Alderman Westphal, Ryan Mielke, Dave Rens, Dale Heeringa

Members absent and excused: Gregg Zonnefeld

Ex officio, Non-Voting Members present is:

In-Person: Mayor Nickel, Public Works Director Daane, Recreation Director Kaminski,

Members absent and excused: Utility Manager Brooks, City Clerk Hull, Police Chief Loudon

City Staff in attendance is:

In-Person: Administrator Schlieve

PERSONS WISHING TO ADDRESS COUNCIL

None

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

The next scheduled meeting will be held on Tuesday, April 12, 2022 at 430pm in the City Hall Council Chambers.

CONSIDERATION - ACTION

1. Approve Minutes of the February 8, 2022 Meeting

Motion Matoushek, second Rens to approve the February 8, 2022 Board of Public Works and Facilities Meeting minutes with one type error correction. Item #6 – low bid was \$208,855.80 - Motion carried 6-0.

2. Spring Yard Waste Pick-up Dates

Motion Rens, second Matoushek to approve the Spring Yard Waste Pick-up Dates of April 11 – May 2, 2022. Motion carried 6-0.

3. City of Waupun 2021 Annual MS4 Report (Informational)

Jeff Daane summarized the 2021 MS4 Report that will be submitted to the DNR. This reports topics covered during 2021. No vote is needed on this item as it is informationally only and will also be discussed at the Council Meeting.

4. Driveway Opening for Waupun Correctional Institution property on S. Madison St.

Waupun Correctional had requested a variance to move their driveway to the property or make it larger to accommodate approximately 20 parking stalls.

Motion by Matoushek, 2nd by Heeringa to approve the variance request.

ADJOURNMENT

At **5:48pm**, motion Matoushek, second Westphal to duly call the meeting adjourned. Motion carried 6-0.



AGENDA SUMMARY SHEET

MEETING DATE: 4/12/22

TITLE: Approve seal coat and crack seal Library, City Hall and Safety Building Parking lots

AGENDA SECTION: Consideration/action

PRESENTER: Jeff Daane Director of Public Works

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$18,581	

ISSUE SUMMARY:

We try to seal coat and crack seal parking lots to extend the life of the asphalt. This year the Library, City Hall and Safety building are due.

STAFF RECOMENDATION:

ATTACHMENTS:

Library proposal
City Hall proposal
Safety Building proposal

MOTIONS FOR CONSIDERATION:

1. Approve Tracy Sealcoating Service to seal coat and crack seal Library parking lot \$5,011, City Hall parking lot \$2,187 and Safety Building parking lot \$11,383 for a total of \$18,581

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Tracy Sealcoating Service

N1691 Poplar Grove Rd.
Watertown, WI 53098
920-285-8512

Estimate

Date	Estimate #
3/10/2022	708

Name / Address
City of Waupun City Hall 201 E. Main Street Waupun, WI 53963

Terms

Description	Total
Asphalt Pavement Sealcoating, Crack Sealing Asphalt to be cleaned of all dirt, dust, and debris Sides of asphalt pavement to be edged of overgrown grass Oil spots to be neutralized and petro sealed Major cracks in asphalt to be cleaned and fused with NR hot rubberized crack sealant which exceeds Fed Spec ASTM 6690 Type II and screeded flush so as not to leave a ridge (Excessively cracked alligatored areas will not be crack sealed) Existing asphalt pavement to be sealcoated with polymer modified coal tar pavement sealer applied @ 52% solids with silica sand @ 5 pounds/gallon and 6% hardener for a skid resistant surface, 2 applications	2,187.00
Thank you for considering Tracy Sealcoating Service for your asphalt maintenance needs	Total \$2,187.00

Tracy Sealcoating Service

N1691 Poplar Grove Rd.
Watertown, WI 53098
920-285-8512

Estimate

Date	Estimate #
3/10/2022	710

Name / Address
City of Waupun Library 123 S. Forest Street Waupun, WI 53963

Terms

Description	Total
Asphalt Pavement Sealcoating, Crack Sealing Asphalt to be cleaned of all dirt, dust, and debris Sides of asphalt pavement to be edged of overgrown grass Oil spots to be neutralized and petro sealed Major cracks in asphalt to be cleaned and fused with NR hot rubberized crack sealant which exceeds Fed Spec ASTM 6690 Type II and screeded flush so as not to leave a ridge (Excessively cracked alligatored areas will not be crack sealed) Existing asphalt pavement to be sealcoated with polymer modified coal tar pavement sealer applied @ 52% solids with silica sand @ 5 pounds/gallon and 6% hardener for a skid resistant surface, 2 applications	5,011.00
Thank you for considering Tracy Sealcoating Service for your asphalt maintenance needs	Total \$5,011.00

Tracy Sealcoating Service

N1691 Poplar Grove Rd.

Watertown, WI 53098

920-285-8512

Estimate

Date	Estimate #
3/10/2022	709

Name / Address
City of Waupun Fire & Police Station 16 E. Main Street Waupun, WI 53963

Terms

Description	Total
Asphalt Pavement Sealcoating, Crack Sealing Asphalt to be cleaned of all dirt, dust, and debris Sides of asphalt pavement to be edged of overgrown grass Oil spots to be neutralized and petro sealed Major cracks in asphalt to be cleaned and fused with NR hot rubberized crack sealant which exceeds Fed Spec ASTM 6690 Type II and screeded flush so as not to leave a ridge (Excessively cracked alligatored areas will not be crack sealed) Existing asphalt pavement to be sealcoated with polymer modified coal tar pavement sealer applied @ 52% solids with silica sand @ 5 pounds/gallon and 6% hardener for a skid resistant surface, 2 applications	11,383.00
Thank you for considering Tracy Sealcoating Service for your asphalt maintenance needs	Total \$11,383.00



AGENDA SUMMARY SHEET

MEETING DATE: 4/12/22

TITLE: Recommend Bayberry Lane Extension Agreement with MSA professional Services to City Council

AGENDA SECTION: Consideration/Action

PRESENTER: Jeff Daane Director of Public Works

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$21,190 and additional fees if project moves forward	

ISSUE SUMMARY:

We have been discussing finishing the extension of Bayberry Lane. The sanitary and water are already installed. Storm sewer and street improvements curb, gravel base, asphalt paving along Bayberry Lane as well as the installation of a regional storm water management pond are needed. This agreement also covers the new property the city recently purchased to North of future Bayberry Lane.

The extension of Bayberry is needed to support any new development along HWY 26 and Bayberry Lane. This is not a budgeted item, but an eligible expense against TID 7.

STAFF RECOMENDATION:

Recommend agreement with MSA

ATTACHMENTS:

MSA agreement

MOTIONS FOR CONSIDERATION:

1. Recommend Bayberry Lane Extension Project agreement with MSA Professional Services to City Council.

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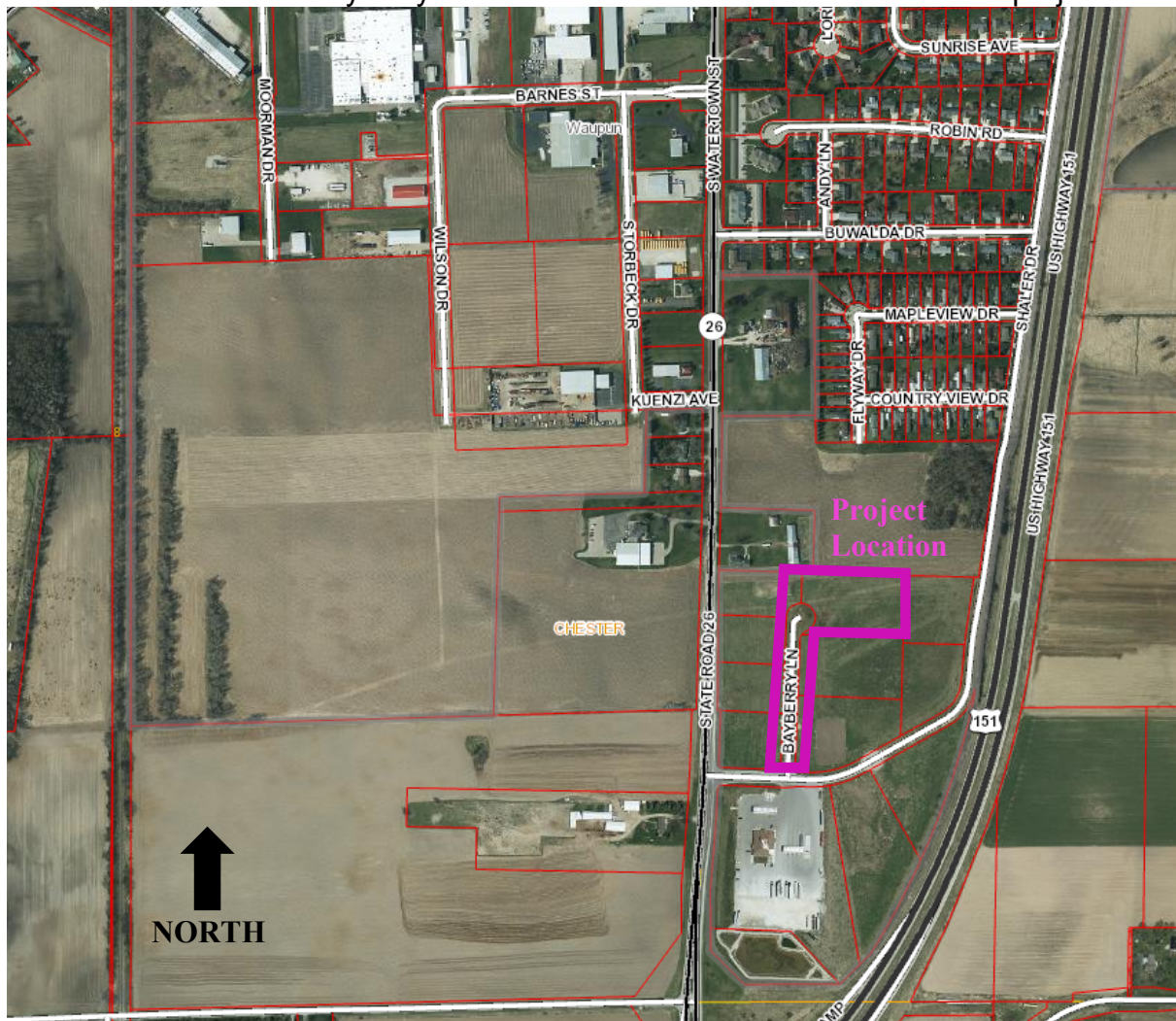


Professional Services Agreement

This AGREEMENT (Agreement) is made today March 29, 2022 by and between CITY OF WAUPUN, WI (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

PROJECT NAME: Bayberry Lane Extension Project
City of Waupun, Dodge County, Wisconsin

PROJECT UNDERSTANDING: The project includes the design/construction of public storm sewer utilities (sanitary and water already installed) and the extension of street improvements (curb, gravel base, asphalt paving) along Bayberry Lane (Shaler Drive to northern termini) as well as the installation of a regional storm water management pond at the northeast end of Bayberry Lane. See below for an illustration of the project area.



PROPOSED SCOPE OF SERVICES: MSA proposes to provide the following scope of services. When Client or Owner is mentioned herein, it shall mean the City of Waupun, WI or its designated representative. When Consultant, MSA, or Engineer is mentioned, it shall mean MSA Professional Services, Inc. or its designated representative.

The Owner shall provide MSA with all criteria and full information as to project requirements including design objectives, constraints, budgetary limitations, and other available information pertinent to the project. The Owner shall also furnish any available pertinent project information for use by MSA. This may include reports, investigations, property descriptions, land use restrictions, development agreements, permits/approvals, easements, data from previous designs, concept maps, wetland delineations, architectural building plans, and any other information relative to the design and construction of the proposed improvements.

1. LIMITED TOPOGRAPHIC SURVEY AND BASE MAPPING

Topographic data collection was performed onsite in 2017 for this project area. It is assumed that most of this previous information can be used for this project. MSA will perform limited topographic data collection within the proposed project limits to confirm that the previous topographic survey work still represents the existing site conditions. MSA will also topographically locate the existing sanitary and water utility structures within the project area to confirm that these structures will not need to be adjusted for the new street paving work.

Using the topographic data information (old and new), MSA will prepare a base map of the existing site conditions, which will be used for the subsequent design work. This work shall also include conversion of the old design files/plans for the subsequent design work.

2. CONSTRUCTION PLAN PREPARATION

MSA proposes to complete the following construction plan preparation services.

- Based upon a preliminary review of the WDNR's Wetland Inventory Maps plus the Federal Emergency Management Agency (FEMA) Floodplain Maps it appears that no wetland or floodplain disturbance or impact is anticipated with this project; therefore, no wetland or floodplain impact permits with the City, County, the WDNR, or Army Corps. of Engineers are anticipated or included in this work effort. If needed, the details of this work effort shall be provided by others or provided by MSA as additional services.
- Using the previously prepared plans, MSA will prepare design plans as follows:
 - i. Erosion Control Plan depicting proposed erosion control measures required by the applicable approval agencies.
 - ii. Storm Water Pond Plan depicting location, site grading, size, and elevation of the proposed regional storm water management pond improvements.

- iii. Storm Sewer & Street Paving Plan depicting location, size, and elevation of the proposed storm sewer and roadway improvements along Bayberry Lane, including a typical street section.
 - iv. Construction Details Plan depicting various details for construction clarification purposes.
- Submit the preliminary construction plan set into the City staff for review and comments.
 - Revise the construction plans based on the City staff comments.
 - Provide overall project management of the design team and maintain communication with the client.
 - Provide quality control reviews on all project documents.
 - Submit final construction documents to the Owner for review and final approval as well as to the applicable private utilities. Based upon Owner's approval, MSA shall submit the documents for agency approvals and permits.

Deliverables: One electronic (PDF format) version of the preliminary plan set.
One electronic (PDF format) version of the final design plan set.

3. STORM WATER MANAGEMENT PLAN UPDATE

The City of Waupun has acquired the existing parcel (#0101315093200) to the northwest of the Bayberry Lane cul-de-sac, which the City would like to incorporate into the project. This parcel is anticipated to be combined with Lot #4 of the Heritage Ridge plat and the City desires that the project storm water management report to be updated to include this parcel into the overall design. MSA will update the previously prepared storm water management plan (SWMP) for this project site to include this addition parcel owned by the City of Waupun. It is assumed that the original regional storm water management pond design will be utilized as much as possible and only an expansion to the size of the pond will be needed to account for the additional parcel added to the project.

Deliverables: One electronic (PDF format) version of the project SWMP report.

4. CERTIFIED SURVEY MAP

MSA shall make arrangements to have a 60-year title search commitment performed for the project area, which shall be paid directly by the City and is not included in the fees shown herein. Using the title search commitment information, the previously prepare Heritage Ridge plat information, as well as any necessary field topographic survey data, MSA shall prepare a certified survey map thru consultation with the City staff to adjust the size of Lots #1, #2, and #3 as well as combine Lot #4 with a new parcel (#0101315093200) at the northwest corner of the Bayberry Lane cul-de-sac that was recently purchased by the City.

Services shall include research at the county register of deeds, field survey to locate existing property monuments, preparing the certified survey map document, and setting property monuments at all changed corners to identify the new parcel boundary. The final "recordable" certified survey map shall be submitted by MSA to the City and Dodge County for their review and approval. It is assumed that the certified survey map will not include any new easement creation and that the City will make arrangements to annex the additional parcel into the City limits prior to recording of the certified survey document. Agency review fees and recording fees shall be the responsibility of the client and are not included in this contract.

Deliverables: A recordable certified survey map document.

5. PROJECT SPECIFICATIONS

MSA will prepare project specifications to local requirements and reference the current State of Wisconsin Specifications for Sewer and Water Main Construction as well as the State of Wisconsin Specifications for Highway and Structure Construction. The specifications will also include work items and estimated quantities for the site improvements, which shall be used for bidding purposes.

Deliverables: One electronic (PDF format) version of the project specifications.

6. PROJECT PERMITTING

MSA proposes to complete the following permitting related services that are anticipated for this project.

- a. Submit permit applications on behalf of the Owner to the applicable review agencies. Anticipated permits are as follows:
 - i. WDNR Notice of Intent permit for land disturbance over 1-acre.

All permit and review fees shall be the responsibility of the client and are not included in the fees shown herein. MSA will request a check from the client for the fee amount when it has been determined prior to submittal. Any other permits not specifically listed as included within this contract are assumed to be by others or can be performed by MSA as an extra to this contract.

Deliverables: Permit applications filled out on behalf of the Owner for the permits listed above.

7. BIDDING RELATED SERVICES

Assist the Owner during the bidding process as follows.

- a. Prepare an advertisement for bid and provide to Owner for publication in official newspaper.
- b. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and

- receive and process contractor deposits or charges for the bidding documents.
- c. Coordinate the distribution of the bid documents to perspective bidders, subcontractors and suppliers.
 - d. Answer bidder's questions and issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - e. Conduct a public online bid opening at MSA's Beaver Dam office, compile the bid results and make a recommendation for the award of the construction contract to the Owner.
 - f. Assist the Owner with the preparation and execution of a construction contract (including performance bonds, payment bonds, and insurance certificates).

Deliverables: One electronic (PDF format) version of the ad for bid.
One electronic (PDF format) version of the bid summary and the recommendation for award of the construction contract.

8. CONSTRUCTION ADMINISTRATION SERVICES

Provide construction administration services as directed by the City staff, which may include (but is not limited to) the following:

- a. Conduct a preconstruction conference with the contractor(s), representatives of the Owner, resident field engineer, project manager, and other affected service utilities as applicable.
- b. Review and approve shop drawings and submittals as applicable.
- c. Confer with the Owner in preparing, administering and accepting change orders and field modifications.
- d. Review the contractor's periodic payment requests and make a recommendation to the Owner for payment.
- e. Provide a periodic review of the construction progress and overall work schedule.
- f. Assist the Owner with the construction contract closeout documentation.
- g. Prepare construction record drawings of the completed utility improvements.

9. CONSTRUCTION STAKING SERVICES

Provide construction staking for alignment and grade of the proposed site improvements as directed by the City staff on a time and expense basis. Additional staking required because of lost or damaged stakes during construction or staking in addition to what is described within the project specifications can be provided as an additional cost. Staking will require a 72-hour prior notice.

10. CONSTRUCTION OBSERVATION SERVICES

As directed by the City staff, MSA shall provide the services of a Resident Project Representative (RPR) to observe the activities of the construction contractor, attend construction meetings, provide quality assurance testing, etc. as directed

by the City staff on a time and expense basis. Services include travel time to/from the site, onsite observation time, documentation, record keeping, and reimbursable expenses). Also conduct a final site visit with the Contractor and the Owner. Prepare a punch list of items to be corrected and/or completed. Provide a follow-up check to see that all punch list items are successfully completed.

ASSUMPTIONS & CONDITIONS OF SERVICE:

1. MSA is not responsible for the timeliness or outcome of agency reviews or approvals.
2. Fees charged by agencies for plan review, inspection, or other purposes are the sole responsibility of the client including fees for bid advertisement and public notices, if required.
3. Payment is expected in accordance with the "Prices and Terms of Payment" section of our standard contract. In addition to the provisions set forth therein, MSA Professional Services, Inc. reserves the right to stop work any time after balances are more than 30 days past due and all other efforts are exhausted to resolve any conflicts or disputes.
4. If work is requested of MSA that is not included in the Scope of Services herein, or is a change to work in progress, MSA shall notify the Owner of the change in scope and the Owner shall provide written (letter, email, contract amendment, etc.) authorization to proceed prior to starting the work.
5. All work will be done in accordance with the terms and conditions set forth in the contract. Items not specifically mentioned in the scope of services are not a part of this contract.
6. Additional meetings not mentioned in the enclosed scope of services will be attended by MSA staff when requested by the client on a time and expense basis as additional work.
7. Lump sum costs include the cost of reimbursable expenses such as: fax, telephone, mileage, computers and equipment, photocopying, and plan reproduction.
8. It is assumed that MSA will not be involved in acquisition of any additional property from adjacent land owners and that the project area does not impact any wetlands, floodplains, environmentally sensitive areas, contaminated soils, hazardous materials, endangered species habitat, cultural/historical sensitive areas, or involve high bedrock, and/or groundwater issues unless specifically indicated in the scope of work. If additional investigation into any of these items or if testing performed by a sub-consultant is required, it shall be provided by others or provided by MSA as additional services.
9. MSA assumes no liability for the project's compliance with local zoning, land use, and shoreland ordinances. No platting or parcel subdividing description preparation is included in this contract. These items shall be provided by others or provided by MSA as additional services.
10. This proposal assumes that the layout and location of the improvements will be adhered to throughout the project once provided (or approved) by the Owner and that no major changes will be made during the course of the work. If changes are

made, MSA will provide the client with an estimated fee for inclusion of the changes into the plans and will require the client's authorization of the additional fee prior to making any change.

11. This scope of service is premised upon one prime contract for the construction. If more than one prime contract is awarded, or the work phased or segmented somehow, MSA shall be entitled to an equitable increase in compensation.

FEE SCHEDULE SUMMARY:

1. Limited Topographic Survey & Base Mapping	\$ 2,870	
2. Construction Plan Preparation	\$ 4,980	
3. Storm Water Management Plan Update	\$ 4,110	
4. Certified Survey Map	\$ 3,890	
5. Project Specifications	\$ 2,460	
6. Project Permitting	\$ 930	
7. Bidding Related Services	\$ 1,950	
=====		
TOTAL	\$ 21,190	(Lump Sum)
8. Construction Administration Services	Per Diem as directed by City	
9. Construction Staking Services	Per Diem as directed by City	
10. Construction Observation Services	Per Diem as directed by City	

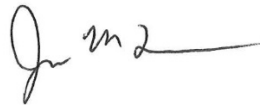
The retainer amount required is: None

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

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

CITY OF WAUPUN, WI

MSA PROFESSIONAL SERVICES, INC.



Kathy Schlieve
City Administrator

Jason M. Laue
MSA Project Manager

Date: _____

Date: March 29, 2022

201 E. Main Street
Waupun, WI 53963
Phone: 920-324-7912

201 Corporate Drive
Beaver Dam, WI 53916
Phone: 920-887-4242

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design.....	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects.....	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners.....	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers.....	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians.....	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$40/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

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

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. 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, 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 scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% 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.

3. **Costs and Schedules.** Costs 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, 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.

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

5. **Location of Utilities.** Consultant 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 Consultant 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 Consultant by others.

6. **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 decisions 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 guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** 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 of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, 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.

10. **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.

11. **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.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in 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.

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

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

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, 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, agents, 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, agents, 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, agents, 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.

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

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant 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.

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

19. **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, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **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.



AGENDA SUMMARY SHEET

MEETING DATE: 4/12/22

TITLE: Approve Storm Sewer Re-routing
Evaluation agreement with MSA
Professional Services

AGENDA SECTION: Consideration/Action

PRESENTER: Jeff Daane Director of Public Works

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$4,680	

ISSUE SUMMARY:

The City has budgeted funds to engineer Park St, Roosevelt and N. Grove between the blocks of E. Franklin and Park St.

We have an old clay storm sewer that currently runs through between lots on E. Franklin St. and Roosevelt St. This evaluation will look to see if during future street projects. To see if we can re-route that storm sewer and abandon the line that runs through the yards

STAFF RECOMMENDATION:

Recommend agreement with MSA

ATTACHMENTS:

MSA agreement

MOTIONS FOR CONSIDERATION:

1. Approve Storm Sewer Re-routing Evaluation agreement with MSA Professional Services.

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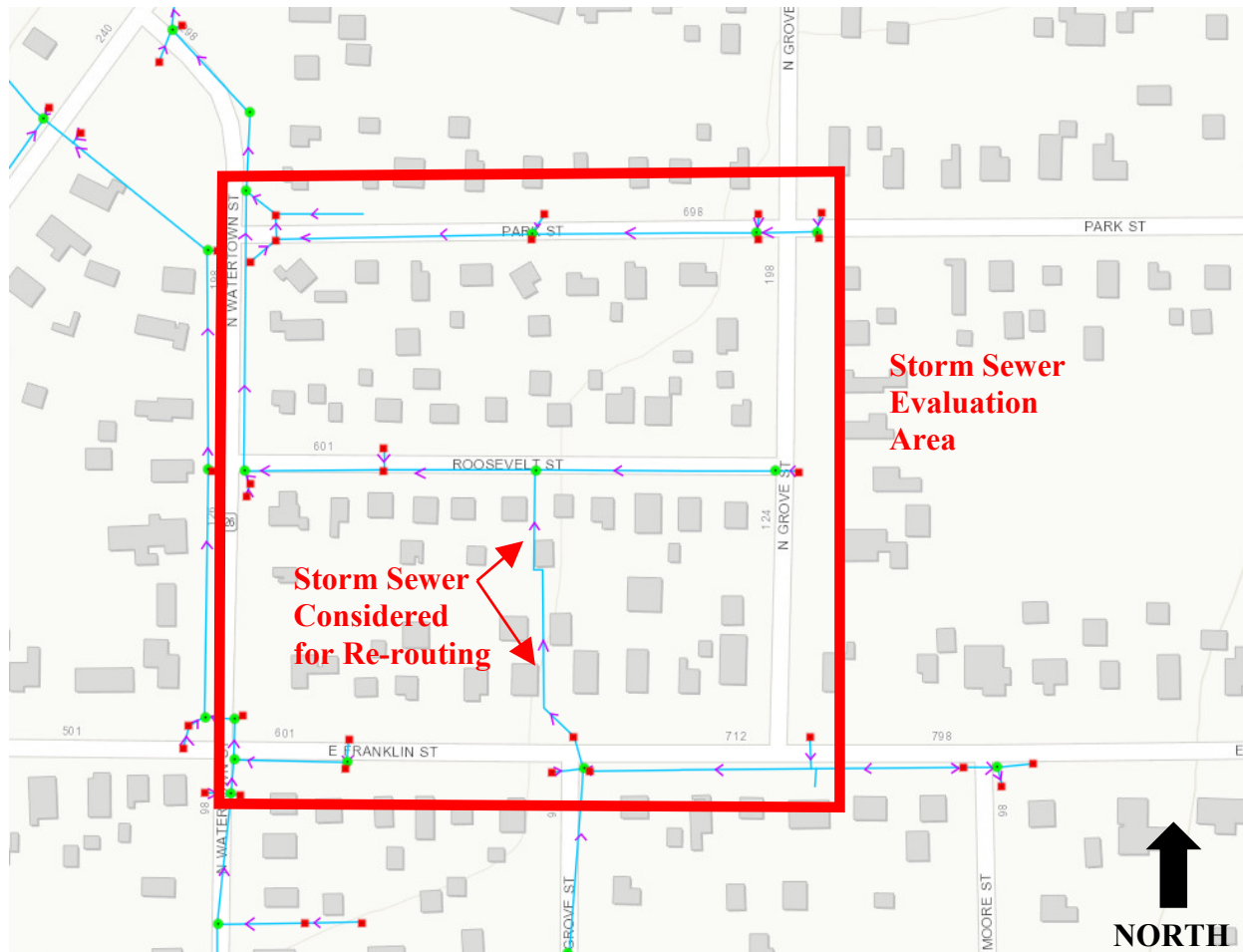


Professional Services Agreement

This AGREEMENT (Agreement) is made today March 25, 2022 by and between CITY OF WAUPUN, WI (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

PROJECT NAME: Storm Sewer Re-routing Evaluation
City of Waupun, Dodge County, Wisconsin

PROJECT UNDERSTANDING: The evaluation includes reviewing existing storm sewer conditions within the evaluation area (shown below) and analyzing whether the existing storm sewer that is located across private property between E. Franklin Street and Roosevelt Street can be eliminated and if this storm runoff can be re-routed along N. Grove Street or N. Watertown Street.



PROPOSED SCOPE OF SERVICES: MSA proposes to provide the following scope of services. When Client or Owner is mentioned herein, it shall mean the City of Waupun, WI or its designated representative. When Consultant, MSA, or Engineer is mentioned, it shall mean MSA Professional Services, Inc. or its designated representative.

The Owner shall provide MSA with all criteria and full information as to project requirements including design objectives, constraints, budgetary limitations, and other available information pertinent to the project. The Owner shall also furnish any available pertinent project information for use by MSA. This may include reports, investigations, property descriptions, land use restrictions, development agreements, permits/approvals, easements, data from previous designs, concept maps, wetland delineations, architectural building plans, and any other information relative to the design and construction of the proposed improvements.

1. TOPOGRAPHIC DATA COLLECTION

MSA will provide limited topographic data collection within the proposed evaluation area to locate existing storm sewer structures and identify pipe invert elevations. MSA will also use the City's storm sewer system mapping for information regarding existing storm sewer pipe sizes and layout.

2. STORM SEWER RE-ROUTING ANALYSIS

Using the topographic data work noted above, MSA will evaluate whether the existing storm sewer that is located across private property between E. Franklin Street and Roosevelt Street can be eliminated and if this storm runoff can be re-routed along N. Grove Street or N. Watertown Street. MSA shall prepare and submit to the City a summary memo of the evaluation as well as an estimate of probable construction cost for each viable alternative identified from the evaluation.

Deliverables: One electronic (PDF format) version of the evaluation results.

SCHEDULE OF SERVICES:

Once the signed agreement has been received from the Owner, MSA can begin work on this project immediately. The schedule for services shall be provided as directed by the Owner or as dictated by the work efforts undertaken.

ASSUMPTIONS & CONDITIONS OF SERVICE:

1. MSA is not responsible for the timeliness or outcome of agency reviews or approvals.
2. Fees charged by agencies for plan review, permits, inspection, or other purposes are the sole responsibility of the client including fees for bid advertisement and public notices.
3. Payment is expected in accordance with the "Prices and Terms of Payment" section of our standard contract. In addition to the provisions set forth therein, MSA Professional

Services, Inc. reserves the right to stop work any time after balances are more than 30 days past due and all other efforts are exhausted to resolve any conflicts or disputes.

4. All work will be done in accordance with the terms and conditions set forth in the contract. Items not specifically mentioned in the scope of services are not a part of this contract but may be added at the request of the client as additional work on a time & expense basis.
5. If work is requested of MSA that is not included in the Scope of Services herein, or is a change to work in progress, MSA shall notify the Owner of the change in scope and the Owner shall provide written (letter, email, contract amendment, etc.) authorization to proceed prior to starting the work.
6. MSA staff can attend any meetings not specifically mentioned in this scope when requested by the client on a time and expense basis as additional services.

ESTIMATED FEE SCHEDULE SUMMARY:

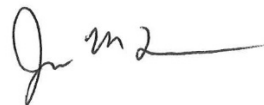
DESCRIPTION	ESTIMATED FEE
1. Topographic Data Collection	\$ 1,930
2. Storm Sewer Re-Routing Analysis	\$ 2,750
=====	=====
TOTAL	\$ 4,680

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 per the attached MSA rate schedule.

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

CITY OF WAUPUN, WI

MSA PROFESSIONAL SERVICES, INC.



Jeff Daane
City Director of Public Works

Jason M. Laue
MSA Project Manager

Date: _____

Date: March 25, 2022

201 E. Main Street
Waupun, WI 53963
Phone: 920-324-7900

201 Corporate Drive
Beaver Dam, WI 53916
Phone: 920-887-4242

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

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. 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, 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 scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% 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.

3. **Costs and Schedules.** Costs 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, 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.

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

5. **Location of Utilities.** Consultant 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 Consultant 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 Consultant by others.

6. **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 decisions 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 guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** 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 of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, 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.

10. **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.

11. **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.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in 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.

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

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

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, 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, agents, 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, agents, 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, agents, 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.

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

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant 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.

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

19. **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, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **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.



AGENDA SUMMARY SHEET

MEETING DATE: 4/12/22

TITLE: Approve Micro Surfacing on Olmstead St. from S. Madison St. S. Drummond St. and Bly St. from W. Lincoln St. to W. Main St.

AGENDA SECTION: Consideration/Action

PRESENTER: Jeff Daane Director of Public Works

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$28,669.00	

ISSUE SUMMARY:

The City has budgeted funds to do Micro surfacing of a couple streets. We have been using Micro Surfacing the past few years. Last year the board of public works looked at other options for seal coating and Micro surfacing was chosen to continue to use.

The City received two quotes.

STAFF RECOMENDATION:

Use lowest quotes Fahrner Asphalt

ATTACHMENTS:

Fahrner Asphalt quotes

Struck & Irwin Paving quotes

MOTIONS FOR CONSIDERATION:

1. Approve Fahrner Asphalt to Micro Surface Olmstead St. from S. Madison St. to S. Drummond St. and Bly St. from W. Lincoln St. to W. Main St. for \$28,669.00.
2. Approve Struck & Irwin Paving Inc. to Micro Surface Omstead St. from S. Madison St. to S. Drummond St. and Bly St. from W. Lincoln St. to W. Main St. for \$31,400.81

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SLURRY SURFACING SPECIALISTS

STRUCK & IRWIN PAVING, INC.

7219 Gene Street • DeForest, WI 53532 • Phone: 608-842-1676 • Fax: 608-842-1680

April 1, 2022

Mr. Jeff Daane
Director of Public Works, City of Waupun
201 E. Main Street
Waupun, WI 53963

Re: Pavement Maintenance Proposal - City of Waupun

Dear Jeff:

Thank you for taking the effort to contact me regarding possible street maintenance work in Waupun. Enclosed is our proposal for Olmstead Street and Bly Street.

Our proposal is in the form of an Agreement. Attached are two copies of two Agreements for your consideration. One Agreement is for Olmstead Street and one Agreement is for Bly Street. Signing and returning one copy of the attached Agreement will authorize us to proceed with the work outlined in the Agreement.

Struck & Irwin Paving maintains Workers Compensation and Employer's Liability insurance for its employees as required by state laws. We also maintain general liability and automobile liability insurance for personal injury and property damage. A certificate of insurance will be issued upon execution of the Agreement.

We appreciate the opportunity to submit our proposal and look forward to your favorable response. In the meantime, please do not hesitate to call if you have any questions or if we can be of further assistance.

Sincerely,

STRUCK & IRWIN PAVING, INC.

D. Joseph Wessley
Project Manager

Enclosures

OLMSTEAD STREET AGREEMENT

This is an agreement by and between STRUCK & IRWIN PAVING, INC. (CONTRACTOR) and the CITY OF WAUPUN (OWNER).

SCOPE OF WORK: Contractor shall furnish materials and labor necessary to complete the Work described as follows:

Apply micro-surfacing in accordance with Contractor's specification for micro-surfacing onto the street segment listed below. Contractor shall supply all labor, material, equipment, and traffic control devices needed to complete the micro-surfacing work.

COST: The Scope of Work outlined herein shall be completed as follows:

Item	Micro-surfacing Work Cost	Total Work Cost
<u>Olmstead Street</u> from S. Madison Street to S. Drummond Street	\$7,559.40	\$7,559.40
	Total Work Cost:	\$7,559.40

NOTE: Full payment to the Contractor shall be made no later than 30 days after invoice date. Interest accrues at a rate of 1½ percent per month (18 percent annually) for past due invoices.

AUTHORIZATION: This Agreement shall be binding upon authorization of the Contractor's and Owner's representatives below. Contractor shall commence the work described herein upon receipt of a fully executed Agreement from the Owner.

CITY OF WAUPUN
Dodge County, Wisconsin

STRUCK & IRWIN PAVING, INC.
DeForest, Wisconsin

By: _____

Name: _____
(please print or type)

Title: _____
(please print or type)

Date: _____

By: D. Joseph Wesley

D. Joseph Wesley
Project Manager

Date: 4/01/2022

NOTE: This proposal may be withdrawn by Contractor if not accepted and received within 30 days.



STRUCK & IRWIN PAVING, INC.
SLURRY SURFACING SPECIALISTS

BLY STREET AGREEMENT

This is an agreement by and between STRUCK & IRWIN PAVING, INC. (CONTRACTOR) and the CITY OF WAUPUN (OWNER).

SCOPE OF WORK: Contractor shall furnish materials and labor necessary to complete the Work described as follows:

Apply micro-surfacing in accordance with Contractor's specification for micro-surfacing onto the street segment listed below. Contractor shall supply all labor, material, equipment, and traffic control devices needed to complete the micro-surfacing work.

COST: The Scope of Work outlined herein shall be completed as follows:

Item	Micro-surfacing Work Cost	Total Work Cost
<u>S. Bly Street</u> from W. Lincoln Street to W. Main Street	\$23,841.41	\$23,841.41
	Total Work Cost:	\$23,841.41

NOTE: Full payment to the Contractor shall be made no later than 30 days after invoice date. Interest accrues at a rate of 1½ percent per month (18 percent annually) for past due invoices.

AUTHORIZATION: This Agreement shall be binding upon authorization of the Contractor's and Owner's representatives below. Contractor shall commence the work described herein upon receipt of a fully executed Agreement from the Owner.

CITY OF WAUPUN
Dodge County, Wisconsin

STRUCK & IRWIN PAVING, INC.
DeForest, Wisconsin

By: _____

By: D. Joseph Wessley

Name: _____
(please print or type)

D. Joseph Wessley
Project Manager

Title: _____
(please print or type)

Date: 4/01/2022

Date: _____

NOTE: This proposal may be withdrawn by Contractor if not accepted and received within 30 days.



STRUCK & IRWIN PAVING, INC.
SLURRY SURFACING SPECIALISTS

PROPOSAL / CONTRACT

Job. No. _____

Date: April 01, 2022

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2868
Fax: 715.341.1054

WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470

KAUKAUNA, WI 54130
860 Eastline Road
Ph.: 920.759.1008
Fax: 920.759.1019

EAU CLAIRE, WI 54703
6615 U.S. Hwy 12 W
Ph.: 715.874.6070
Fax: 715.874.6717



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837
3468 115th Street
Ph.: 715.653.2535
Fax: 715.653.2553

SAGINAW, MI 48601
2224 Veterans Memorial Pkwy
Ph.: 989.752.9200
Fax: 989.752.9205

DUBUQUE, IA 52002
7680 Commerce Park
Section C
Ph.: 563.556.6231
Fax: 563.588.1240

OAKDALE, MN 55128
7500 Hudson Blvd., Ste. 305
Ph.: 651.340.6212
Fax: 651.340.6221

Contact Name: Jeff Daane

Contract Price **\$28,669.00**

PURCHASER: CITY OF WAUPUN

TELEPHONE: (920) 324-7918

ADDRESS: 201 E MAIN ST
WAUPUN, WI 53963

DESCRIPTION OF PROPERTY:

Micro Surfacing 2022

WAUPUN, WI 53963

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

Micro Surfacing 2022:

Thoroughly clean the existing surface with a self propelled broom.

Furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide a Micro Surface.

Micro Surface will consist of a mixture of emulsified asphalt, Class A granite mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface at a rate of 18 to 20 LBS/SY.

The completed Micro surface shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

Micro Surface will be put down curb line to curb line. Radius areas will not be done with intersecting streets.

Pothole and base patching is recommended prior to micro surface.

Reflective cracking will occur within the first year.

Street to be considered: (Price based upon both Streets to be done)

Olmstead St: S. Madison to Drummond:\$7,049.00

Bly St: W. Main St to W. Lincoln St:\$21,620.00

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 20 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of **\$28,669.00** and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work.

PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

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

CONTRACTOR:

Fahrner Asphalt Sealers, LLC: Cell: (920) 410-0243

Bill.Glatz@fahrnerasphalt.com

PURCHASER:

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

Bill Glatz

(PRINT OR TYPE NAME)

By: _____

(CONTRACTOR REPRESENTATIVE)

(PRINT OR TYPE NAME)

By: _____

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: April 01, 2022

Date of acceptance: _____

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

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

ACCEPTANCE OF WORK

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

EXTRA WORK

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

PURCHASER'S RESPONSIBILITIES

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

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

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

INCLEMENT WEATHER

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

WARRANTY

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

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

DELINQUENCY CHARGE

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

INDIVIDUAL LIABILITY

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

PRODUCT INFORMATION AND MAINTENANCE

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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



AGENDA SUMMARY SHEET

MEETING DATE: 4/12/22

TITLE: Recommend Municipal solid waste collection, disposal and recycling services for the city of Waupun RFP

AGENDA SECTION: Consideration/Action

PRESENTER: Jeff Daane Director of Public Works

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$	

ISSUE SUMMARY:

The City of Waupun's 10 year Garbage and Recycling contract will be up December 31st 2022. The City received 3 RFP's back for the next 5 year contract. GFL Environmental Services, Waste Management and Harter's Lakeside Disposal all put in competitive RFP's.

We did have a couple options in the RFP as we do get some calls for additional Recycling with more online orders.

Option 1 is what we currently have Trash weekly and EOW Recycling

Option 2 would be Weekly Trash and Recycling

STAFF RECOMENDATION:

Lowest RFP GFL Environmental Services

ATTACHMENTS:

2022 Garbage/Recycling RFP Results

MOTIONS FOR CONSIDERATION:

1. Recommend GFL Environmental Services weekly trash/EOW recycling.
2. Recommend GFL Environmental Services weekly trash and recycling.
3. Recommend Harter's Lakeside disposal weekly trash/EOW recycling plus additional bulk fees.
4. Recommend Harter's Lakeside disposal weekly trash and recycling plus additional bulk fees
5. Recommend Waste Management weekly trash/EOW recycling plus additional bulk fees

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2022 Garbage/Recycling RFP Results

	GFL Environmental Services N7296 County V Horicon, WI 53032	Harter's Lakeside Disposal W2578 Holland-Lima Rd Oostburg, WI 53070	Waste Management 301 Thomas St Fond du Lac, WI 54935
Weekly Trash Pickup / EOW Recycling	\$14.99	\$15.15	\$16.45
Bulk P/U	Included	\$165/hr + \$76.00/ton	\$225 per truck hr + \$65.00/ton
Dumpsters for Bulk PU	Included	\$190/haul + \$76.00/ton	Included
Alternate			
Weekly Trash Pickup / Weekly Recycling	\$17.92	\$18.15	No Price Included