

CITY OF STEVENS POINT

SPECIAL FINANCE COMMITTEE AGENDA Monday, December 21, 2015 – 6:40 pm (or immediately following previously scheduled meeting) Council Chambers, 1516 Church Street

[A quorum of the City Council may attend this meeting]

Discussion and Possible Action on:

1. Authorization for the Fire Department to apply for two Assistance to Firefighters Grants for the purpose of obtaining a new fire engine and a new training trailer.
2. Revised cost estimate for Real Estate Acquisition Services for the Hoover Grade Separation Project.
3. Adjournment

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

STEVENS POINT
1701 FRANKLIN STREET
715-344-1833



FIRE DEPARTMENT
STEVENS POINT, WI 54481
FAX: 715-346-1599

ROBERT J. FINN
FIRE CHIEF

December 16, 2015

Mr. Corey Ladick
Comptroller/Treasurer
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Corey:

This letter is to serve as a notification of need to pursue the following Assistance to Firefighters Grants (AFG) for a fire engine and a live-burn fire-simulation trailer. These grants are separate from each other and no guarantee is made that we will receive one, the other, or both. Due to our municipality's population, our portion of the matching grant would be 10% of the total amount awarded.

Engine

The pursuit of the AFG Grant for an engine stems from the current state of our only fire "engine." Engine 480 (Engine 3) is a 1991 Pierce Arrow chassis that no longer passes DOT standards for road worthiness. Engine 3 also no longer passes NFPA 1901 standards for Automotive Fire Apparatus regarding the Pump Capacity Testing. Testing was completed by Red Power Diesel (a third-party, Pierce-Certified, maintenance and testing company.)

The acquisition of this apparatus would allow us to reconsider deployment of vehicles on a routine basis to allow for a cost savings in fuel, maintenance, and other associated costs, as compared to utilizing Platform 2 as a first-out apparatus. The addition of this apparatus, with slight changes in specifications, would allow us to utilize the vehicle not only as an engine, but as a Water Tender. This capability would be our first pumper/tender in service and provide a minimum of 1,000 gallons of water for fire suppression in non-hydranted areas of the City and our Metro response district, in which we have been unable to supply more than 300 gallons of on-board water historically.

- A current estimate based on initial quoting is \$600,000 for the vehicle.
- The City's 10% matching portion would be \$60,000.

Live-Burn Fire Simulation Trailer

One of the greatest challenges in our profession is training; specifically the time, equipment, and costs associated with it. Currently, in order to provide new hires with further training and long-term employees with refresher training in live-fire environments, we must reserve the burn facility in Wisconsin Rapids, hire back fire coverage for the municipality, drive our own apparatus there, and provide instructors or hire them from MSTC, all at a significant cost. An estimate of the prior costs for this type of training is \$4,000 for a single day.

Purchasing a mobile simulator of this type would provide a continual training asset for the Department. However, agreements can be made with MSTC (already briefly discussed and verbally agreed), as well as our Metro and county fire service partners, to spread associated usage and maintenance costs. Simulators of this type, although specifically designed for fire training, have also been utilized by law enforcement for tactical training due to their multi-story configurations.

- A current estimate based on initial quoting is \$375,000 for the simulator.
- The City's 10% matching portion would be \$37,500.

Summary

In conclusion, the pursuit of each of these grants will provide the City with capabilities that have been unmatched in the past. An engine of this specification will supply water that has been unmatched in our response to date, as well as potentially improve our City's ISO ratings. The Fire Simulator will improve our local ability to provide our employees with live-fire experience to make our community a safer place to live and work. Although this simulator does have some additional cost associated with fuel replacement and maintenance, that cost can be partially deferred through agreements with other departments, as well as MSTC.

Respectfully submitted,

Robert J. Finn

Robert J. Finn
Fire Chief

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Public Works

Engineering Department:

Phone: 715-346-1561

Fax: 715-346-1650

Streets Department:

Phone: 715-346-1537

Fax: 715-346-1687

December 16, 2015

To: Finance Committee
From: Scott Schatschneider, Director of Public Works
Re: Hoover Grade Separation Real Estate Acquisition Services

At last month's Board of Public Works Meeting and Common Council Meeting a contract with MSA Professional Services was approved. Since the initial approval, staff along with AECOM and MSA Professional Services held a kickoff meeting with WisDOT regarding process and procedure for acquisition.

At the meeting, WisDOT recommended a different potential approach in terms of acquiring necessary real estate. As a result, MSA needed to modify their initial proposal regarding anticipated additional services.

The pricing re-adjustment is not because MSA made an error. The adjustment is required because WisDOT is recommending a different approach from how the City structured the initial RFP. This modification would have applied to all of the firms submitting prices.

The initial contract amount was for \$51,400.00. Typically we will assign a 15% contingency onto contracts where there may be unknowns going into a project. At the time of initial approval the 15% was not added onto the contract amount and as a result, I am experiencing the reason why we add the 15%. The new contract amount is for \$59,050.00, this amount does fall within the 15% contingency.

I have included the original contract and the new contract with the changes highlighted.

If there are any questions prior to the meeting, please feel free to contact me.

Thank you.

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PROFESSIONAL SERVICES

More ideas. Better solutions.

Draft for City Review

Professional Services Agreement

11/19/15

This AGREEMENT (Agreement) is made by and between CITY OF STEVENS POINT (CITY) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Right-of Way Acquisition Hoover Road Grade Separation Project Project #15-11 SAS - 11/20/15 City of Stevens Point w/ assistance from the

Project Description: The Wisconsin Department of Transportation (WisDOT) plans to reconstruct a portion of Hoover Road-Country Club Drive during the 2017 construction season. The Hoover Road Grade Separation Project is locally funded with respect to property acquisitions and state-funded through the STP-Urban program with respect to construction. Cedar Corporation is the Management Consultant on behalf of the Wisconsin Department of Transportation. AECOM is the design engineer.

Hoover Road Grade Separation Project is a roadway overpass that will separate vehicular traffic on Hoover Road from train traffic on the Canadian National Railway line. This separation will enhance safety for vehicular movements as well as pedestrians and bicycles by eliminating an at-grade crossing.

The real estate rights required for the 2,500' project consists of Fee and Temporary Limited Easement (TLE) acquisitions for 14 parcels in a predominantly industrial or commercial area. There is one parcel that has a Fee only acquisition, 11 parcels that have Fee and TLE acquisition; one parcel that has a TLE only; one TLE and special agreement (railroad); and five utility releases of rights. There are four known encroachments.

Scope of Services is: Real Estate Acquisition Services

- 1. Attend Initial Coordination Meeting with AECOM and City staff.
2. Create an introduction letter to be approved by the City that will be mailed to all of the property owners along with the Owner's Rights brochure and information on the project, including:
a. Staking schedule (staking provided by City)
b. Introducing the appraiser and expected timeline for appraisals
c. Contact information for the MSA project manager
3. Compass Land Consultants, Inc. will prepare the Project Data Book and appraisals for this project. The Project Data Book will be researched and ready to be submitted to the City for approval approximately 30-45 days after a signed contract is received. The Nominal Payment Parcel Report and Appraisals will proceed when the Data Book is approved. The procedures for approving the Data Book, appraisals, Offering Price Reports and requesting parcel payments will be coordinated with the City.
4. Create all parcel files and the owner's packet of documents concurrently with the Nominal Payment Parcel Report and the Offering Price Reports being approved.
5. MSA negotiators will make contact with owners soon after the Nominal Payment Parcel Report or appraisals are approved. Offer packages will be sent by Certified Mail.
6. Provide follow-up call to landowners to answer questions regarding the information provided. Meetings will be scheduled as requested by landowners to address additional concerns regarding the project. All meeting are anticipated to be held locally in the Stevens Point area.

7. We will work with Peter Bradley with WisDOT on Parcel 7 - Canadian National Railroad. We will coordinate approval of the appraisal and provide the approved appraisal to Peter. Peter will negotiate with the Railroad to obtain the signed Temporary Limited Easement and Agreement documents.
8. When negotiated settlements have been reached, payment requests will be provided to the City. MSA will distribute the checks to the landowners. Partial Release of Mortgage documents will only be obtained for Fee acquisitions greater than \$10,000, if requested by the City.
9. MSA will provide the original documents to the Portage County Register of Deeds for recording. The Register of Deeds will direct bill the City of Stevens Point for recording fees.
10. Monthly progress spreadsheets and teleconferences will be provided to keep the City informed of the progress and any negotiation issues. These teleconferences will allow the City sufficient time for the condemnation process, if necessary.
11. If a negotiated settlement can't be reached, on a parcel with value determined through an appraisal, MSA will prepare the Jurisdictional Offer, Lis Pendens and Award of Damages for signature and delivery by the City.
12. If a negotiated settlement can't be reached, on a parcel with value determined through the Nominal Payment Parcel Report, then an appraisal of value will be required under the Owner's rights as set forth in the Federal Uniform Relocation Act to continue with eminent domain, if requested by the City. Appraisals for eminent domain are not included in the base scope, but if requested MSA will provide appraisal services at the unit cost found in this Agreement. MSA will then prepare the Jurisdictional Offer, Lis Pendens and Award of Damages for signature and delivery by the City.
13. We anticipate the City Attorney will handle the condemnation proceeding after the Award of Damages.

Services not included in scope:

1. No services are included in this scope for services after Award of Damages is recorded by City.
2. Should the right of way plat be revised and any changes made to parcels already acquired by MSA, or parcels where significant progress has been made, the parcel will be considered to be a new parcel and a new fee negotiated with the City. Right of way plat changes have the potential to delay the acquisition delivery schedule. The acquisition agents require a minimum of 120 days between the time the offer is presented to the landowners and title is required, in order to meet the project schedule.

Schedule to perform the work is:

Task Description	Days after signed Agreement is received
Project Data Book	30-45 days
Introduction Letter to Property Owners	35-50 days
Nominal Payment Parcel Reports & Appraisals	60-85 days
Offer Package to Owners	65-85 days
Negotiations	70-120 days
Eminent Domain	<i>If desired by City</i>

Days shown are approximate.

Compensation for the work is as follows:

Service Provided	Method of Payment	Estimated Number	Unit Cost	Total Estimated Cost
Project Data Book	Lump Sum	1	\$ 4,200	\$ 4,200
Appraisal - Before/After Parcels 1, 2, 3, 4, 5, 6, 7, 8, 10 & 11	Each	10	\$ 2,350	\$ 23,500
Negotiations – Fee & TLE Parcels 2, 3, 5, 6, 8, 10 and 11	Each	7	\$ 2,000	\$ 14,000
Negotiations – TLE only	Each	0	\$ 1,150	\$ 0
Negotiations – Fee only Parcel 9	Each	1	\$ 1,250	\$ 1,250
Negotiations – Nominal TLE only Parcel 14	Each	1	\$ 1,150	\$ 1,150
Negotiations – Nominal Fee & TLE Parcels 1, 4, 12 & 13	Each	4	\$ 1,200	\$ 4,800
Canadian Nation RR –Agreement & TLE Parcel 7	Each	1	\$ 500	\$ 500
Utility Conveyance	Each	5	\$ 400	\$ 2,000
Total Cost Not to Exceed				\$ 51,400

Additional Services If requested by City	Method of Payment	Unit Cost
Encroachments	Each	\$ 100
Nominal Offer proceeds to Appraisal	Each	\$ 300
Appraisal Fee when Nominal Offer proceeds to Appraisal	Each	2,350

Services provided by City

1. Property information including: Title reports, contact and tax information.
2. Plat and legal descriptions.
3. Fees for recording the Warranty Deed, Temporary Limited Easement or Condemnation conveyance documents, if required.
4. Right of way staking.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. All references to the OWNER in the General Terms and Conditions refer to City of Stevens Point. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be as noted herein.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement and executed as of the day and year first written herein.

CITY OF STEVENS POINT

MSA PROFESSIONAL SERVICES, INC.

Michael Wiza
Title Mayor
Date: _____

Michael J. Statz, P.E.
Transportation Program Manager
Date: _____

1515 Strongs Avenue
Stevens Point, WI 54481
Phone: 715/346-1561

Beth A. Steinhauer
Real Estate Acquisition Professional
2901 International Lane, Suite 300
Madison, WI 53704
Phone: 608/242-7779

Draft for
City Review
11/19/15

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

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 or 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, treator, 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.



PROFESSIONAL SERVICES

More ideas. Better solutions.

Council Approval 12/21/15

Professional Services Agreement

This AGREEMENT (Agreement) is made by and between CITY OF STEVENS POINT (CITY) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Right-of Way Acquisition Hoover Road Grade Separation Project Project #15-11

City of Stevens Point w/ assistance from the SAS 12/16/15

Project Description: The Wisconsin Department of Transportation (WisDOT) plans to reconstruct a portion of Hoover Road-Country Club Drive during the 2017 construction season. The Hoover Road Grade Separation Project is locally funded with respect to property acquisitions and state-funded through the STP-Urban program with respect to construction. Cedar Corporation is the Management Consultant on behalf of the Wisconsin Department of Transportation. AECOM is the design engineer.

Hoover Road Grade Separation Project is a roadway overpass that will separate vehicular traffic on Hoover Road from train traffic on the Canadian National Railway line. This separation will enhance safety for vehicular movements as well as pedestrians and bicycles by eliminating an at-grade crossing.

The real estate rights required for the 2,500' project consists of Fee and Temporary Limited Easement (TLE) acquisitions for 14 parcels in a predominantly industrial or commercial area. There is one parcel that has a Fee only acquisition, 11 parcels that have Fee and TLE acquisition; one parcel that has a TLE only; one TLE with Wisconsin Central Ltd RR; and five utility releases of rights. There are four known encroachments.

Scope of Services is: Real Estate Acquisition Services

- 1. Attend Initial Coordination Meeting with AECOM and City staff.
2. Create an introduction letter to be approved by the City that will be mailed to all of the property owners along with the Owner's Rights brochure and information on the project, including:
a. Staking schedule (staking provided by City)
b. Introducing the appraiser and expected timeline for appraisals
c. Contact information for the MSA project manager
3. Compass Land Consultants, Inc. will prepare the Project Data Book and appraisals for this project. The Project Data Book will be researched and ready to be submitted to the City for approval approximately 30-45 days after a signed contract is received. The Nominal Payment Parcel Report and Appraisals will proceed when the Data Book is approved. The procedures for approving the Data Book, appraisals, Offering Price Reports and requesting parcel payments will be coordinated with the City.
4. Create all parcel files and the owner's packet of documents concurrently with the Nominal Payment Parcel Report and the Offering Price Reports being approved.
5. MSA negotiators will make contact with owners soon after the Nominal Payment Parcel Report or appraisals are approved. Offer packages will be sent by Certified Mail.
6. Provide follow-up call to landowners to answer questions regarding the information provided. Meetings will be scheduled as requested by landowners to address additional concerns regarding the project. All meeting are anticipated to be held locally in the Stevens Point area.

7. We will work with Peter Bradley with WisDOT on Parcel 7 – **Wisconsin Central Ltd.** Railroad. We will coordinate approval of the appraisal and provide the approved appraisal to Peter. Peter will negotiate with the Railroad to obtain the signed Temporary Limited Easement **and Agreement** documents.
8. When negotiated settlements have been reached, payment requests will be provided to the City. MSA will distribute the checks to the landowners. Partial Release of Mortgage documents will only be obtained for Fee acquisitions greater than \$10,000, if requested by the City.
9. MSA will provide the original documents to the Portage County Register of Deeds for recording. The Register of Deeds will direct bill the City of Stevens Point for recording fees.
10. Monthly progress spreadsheets and teleconferences will be provided to keep the City informed of the progress and any negotiation issues. These teleconferences will allow the City sufficient time for the condemnation process, if necessary.
11. If a negotiated settlement can't be reached, on a parcel with value determined through an appraisal, MSA will prepare the Jurisdictional Offer, Lis Pendens and Award of Damages for signature and delivery by the City.
12. If a negotiated settlement can't be reached, on a parcel with value determined through the Nominal Payment Parcel Report, then an appraisal of value will be required under the Owner's rights as set forth in the Federal Uniform Relocation Act to continue with eminent domain, if requested by the City. Appraisals for eminent domain are not included in the base scope, but if requested MSA will provide appraisal services at the unit cost found in this Agreement. MSA will then prepare the Jurisdictional Offer, Lis Pendens and Award of Damages for signature and delivery by the City
13. We anticipate the City Attorney will handle the condemnation proceeding after the Award of Damages.
14. **Partial release of mortgage documents will be obtained for all fee acquisitions per information provided by WisDOT local program management consultant (Fred Radichel) at the project kick off meeting. Partial release of mortgage was not requested in the City's original request for proposal.**

Services not included in scope:

1. No services are included in this scope for services after Award of Damages is recorded by City.
2. Should the right of way plat be revised and any changes made to parcels already acquired by MSA, or parcels where significant progress has been made, the parcel will be considered to be a new parcel and a new fee negotiated with the City. Right of way plat changes have the potential to delay the acquisition delivery schedule. The acquisition agents require a minimum of 120 days between the time the offer is presented to the landowners and title is required, in order to meet the project schedule.

Schedule to perform the work is:

Task Description	Days after signed Agreement is received
Project Data Book	30-45 days
Introduction Letter to Property Owners	35-50 days
Nominal Payment Parcel Reports & Appraisals	60-85 days
Offer Package to Owners	65-85 days
Negotiations	70-120 days
Eminent Domain	<i>If desired by City</i>

Days shown are approximate.

Compensation for the work is as follows:

Service Provided	Method of Payment	Estimated Number	Unit Cost	Total Estimated Cost
Project Data Book	Lump Sum	1	\$ 4,200	\$ 4,200
Appraisal - Before/After Parcels 1, 2, 3, 4, 5, 6, 7, 8, 10, 11	Each	10	\$ 2,350	\$ 23,500
Negotiations – Fee & TLE Parcels 2, 3, 5, 6, 8, 10, 11	Each	7	\$ 2,000	\$ 14,000
Negotiations – TLE only	Each	0	\$ 1,150	\$ 0
Negotiations – Fee only Parcel 9	Each	1	\$ 1,250	\$ 1,250
Negotiations – Nominal TLE only Parcel 14	Each	1	\$ 1,150	\$ 1,150
Negotiations – Nominal Fee & TLE Parcels 1, 4, 12, 13	Each	4	\$ 1,200	\$ 4,800
Wisconsin Central Ltd RR - TLE Parcel 7	Each	1	\$ 500	\$ 500
Utility Conveyance	Each	5	\$ 400	\$ 2,000
Subtotal Cost Not to Exceed				\$ 51,400
Additional Services based on Project Kick Off Meeting				
Short Form Appraisal, Parcel 9	Each	1	\$ 1,950	\$ 1,950
Appraisal - Before/After Parcels 12, 13	Each	2	\$ 2,350	\$ 4,700
Off Premise sign	Each	2	\$ 500	\$ 1,000
Subtotal Cost Not to Exceed				\$ 7,650
TOTAL				\$ 59,050

Contingency Fees for Additional Services As needed to match project conditions	Method of Payment	Unit Cost
Partial Release of Mortgage for each lender	Each	\$200
Encroachments, if requested by City	Each	\$ 100
Parcel 14, if Nominal Offer proceeds to Appraisal	Each	\$ 300
Parcel 14, Appraisal Fee if Nominal Offer proceeds to Appraisal	Each	\$ 2,350

Services provided by City

1. Property information including: Title reports, contact and tax information.
2. Plat and legal descriptions.
3. Recording Fees for the Warranty Deed, Temporary Limited Easement, Partial Release of Mortgage, or Condemnation conveyance documents, if required will be direct billed by Portage County to the City.
4. Right of way staking.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. All references to the OWNER in the General Terms and Conditions refer to City of Stevens Point. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be as noted herein.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement and executed as of the day and year first written herein.

CITY OF STEVENS POINT

MSA PROFESSIONAL SERVICES, INC.

Michael Wiza
Title Mayor
Date: _____

Michael J. Statz, P.E.
Transportation Program Manager
Date: _____

Beth A. Steinhauer
Real Estate Acquisition Professional

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