

# CITY OF STEVENS POINT

## BOARD OF PUBLIC WORKS MEETING

Monday, March 14, 2016 – 6:40 p.m.

(or immediately following previously scheduled meeting)

Lincoln Center – 1519 Water Street

Stevens Point, WI 54481

## AGENDA

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

### CONSIDERATION AND POSSIBLE ACTION ON THE FOLLOWING:

1. To accept the Director's Report and place it on file.
2. To approve the design amendment for the Hoover Road Grade Separation Project in the amount of \$57,797.34
3. To approve the purchase of two 2016 LaBrie Automizers from Stepp Equipment in the amount of \$455,264.00.
4. To approve the purchase of a 2016 Ford Transit 250 Van for the Police Department from Scaffidi Motors in the amount of \$11,594.00.
5. To award the Curb, Gutter and Sidewalk Repair Project #16-05 to Wroblewski Concrete Construction LLC in the amount not to exceed \$130,069.14.
6. To award the 2016 Municipal Roofing Project #16-08 to Quality Roofing, Inc. in the amount not to exceed \$22,645.80.
7. To approve the Relocation Order and Right-of-Way Plat for the Coye Drive and Hoover Road Intersection Improvement Project.
8. To approve a service agreement with MSA-Professional Services for Real Estate Acquisition Services pertaining to the Coye Drive intersection improvement project in the amount of \$25,600.00.
9. To adjourn into closed session pursuant to Wis. Stats. 19.85(1)(e) (deliberating or negotiation the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) for a discussion of real estate acquisition strategy for the Hoover Grade Separation Project.
10. To return into open session for action on the above.
11. 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.

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

March 8, 2016

DIRECTOR OF PUBLIC WORKS REPORT  
Scott Schatschneider

## 1. Engineering Division

- **Brilowski Road & E.M. Copps Intersection Design:**  
As stated last month, the Portage County Highway Committee on Tuesday, February 9<sup>th</sup> approved the design for the intersection improvements. The project will be advertised beginning March 18<sup>th</sup> with a bid opening on Tuesday, April 5<sup>th</sup> at 9:00 a.m. The tentative start date for the project is late April – early May with a substantial completion date of Friday, June 24<sup>th</sup>.
- **Coye Drive and Hoover Road Intersection Design:**  
The Relocation Order and the R/W Plat were approved at the Monday, March 7<sup>th</sup> Plan Commission Meeting. As separate agenda item(s) the Relocation Order and R/W Plat along with a contract with MSA Professional Services for Real Estate Acquisition Services.
- **Worth Court Extension:**  
The CSM was approved at the Monday, March 7<sup>th</sup> Plan Commission Meeting. This project consists of extending Worth Court approximately 700 feet to the south and connecting to Clem's Way. This extension is part of the E.M. Copps and CTH R intersection improvements.
- **Sixth Avenue Reconstruction:**  
A Public Informational Meeting was held on Tuesday, March 1<sup>st</sup> at 6:00 p.m. at Madison Elementary. There were approximately 30 residents in attendance. The residents asked very good questions and the meeting was very productive.

As part of the project WPS will be relocating / replacing power poles and light poles within the project limits. WPS has agreed to replace the existing lighting with LED lighting. Currently the LED lighting is on a substantial back order and there may be

a couple of months before the lights arrive. WPS will also be replacing gas main and services. We received correspondence from WPS as this report was being put together, WPS crews may start as early as the week of March 14<sup>th</sup> to power and light poles relocations.

The project is tentative scheduled for bidding in early May and work to start in early June and final completion in early October.

- **Business 51 Project:**

Nothing to report at this time. If there are additional questions, I am available to answer any questions you may have.

- **Hoover Grade Separation Project:**

As stated last month, CN is requesting additional space below the overpass in order to install a third set of tracks in the future. As a result of this request, AECOM will be required to make design modifications. This type of design modification is outside of the original design contract. As a separate agenda item AECOM will be submitting a design amendment as a result of CN's request. If there are additional questions regarding this item I am available.

- **St. Michael's Hospital Construction Project:**

Work on the east side of the hospital began on Monday, March 7<sup>th</sup>. The parking on the east side of Illinois Avenue between Prais Street and Sims Avenue has been temporarily eliminated during this phase of construction. The project is tentatively scheduled to be finished by mid-November.

- **Additional Ongoing Director\City Engineer\City Surveyor Projects:**

- Staff has submitted to the WisDOT a request to review and approve the elimination of the traffic signals at Church Street and Centerpoint Drive.
- Staff has completed the necessary design in order to install left turn arrows for east bound and west bound traffic on Northpoint Drive at the Division Street intersection. Work will begin after school lets out for summer break.
- Attended a meeting between staff and elected officials to start discussing City Hall space needs.
- Attended a meeting on Thursday, February 19<sup>th</sup> at UWSP with Student Government Association to discuss pedestrian issues and other pertinent concerns.

## 2. Streets Division

- **Street work**

- Continued Garbage and Recycling operations.
- Sign work continued.
- Street lamp maintenance continued.
- Building maintenance and repair.
- Snow and Ice Control Operations began.

- **Equipment maintenance/garage**

- There were a total of 166 repair orders completed in the month of February. When broken down by department there were;

Engineering	3
Inspection	1
Police	15
Parks	25
Fire	4
Streets	114
Water/Waste water	4

- **Signs, posts, barricades, and flags**

- 21 signs were replaced or added, 4 because of accidents, 11 for usual maintenance, 4 new signs were added and 2 because of vandalism.
- 4 poles were replaced or added, 3 because of accidents and 1 new pole was added.
- Set up for voting on 2/15/16. Removal followed on 2/17/16.

- **Garbage/recycling/yard waste/drop-off**

- Garbage and recycling carts repaired/replaced/distributed as needed.
- Regular solid waste collection completed.
- Regular recycling collection completed.
- City drop-off operations were completed.

- **Leave**

- 5 floating holidays, 29 days 4.75 hours sick and 30 days of vacation were utilized.

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

March 8, 2016

To: Board of Public Works  
From: Scott Schatschneider, Director of Public Works  
Re: Design Amendment Hoover Grade Separation Project

At the February Board of Public Works Meeting there was discussion regarding CN's request for additional space underneath the overpass to install a third set of tracks. Since the meeting in February, CN has officially requested additional horizontal distance below the underpass for a third set of tracks. As a result of CN's request and per 23 CFR 646.212 the DOT and the City are obligated to accommodate this request.

Given CN's current volumes and the need for appropriate planning, CN requesting space for a third set of tracks is a reasonable. However, CN was sent bridge plans in late July of 2014 and we are finally hearing back from CN. CN requesting additional room for a third set of tracks would have been significantly more acceptable 14 months ago.

With this being said, the overpass structure will need to be lengthened by approximately 15 feet. Unfortunately, the design was approximately 85% complete. And what this means is a fair amount of re-design will need to be performed.

A design change of this magnitude, this late in the process, creates a significant change in focus. To put this request in perspective, Final Structure Plans are due June 1<sup>st</sup>, with the entire project designed and all pertinent contract documents being completed and checked for accuracy and sent to the DOT by August 1<sup>st</sup>.

Therefore, AECOM is submitting a design amendment Time and Materials with a Not to Exceed amount of \$57,797.34.

City staff is working with DOT to request reimbursement from CN.

If there are any questions, please don't hesitate to contact me.

Thank you.

## EXHIBIT C

### CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated October 20, 2014 between City of Stevens Point ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of March 21, 2016 modifies that Agreement as follows:

1. **Changes to the Services:**

**A. PROJECT DESCRIPTION**

The original contract for this project assumed that the roadway overpass structure would be a single-span, prestressed concrete girder bridge, 70 feet long. This structure configuration would provide the required lateral clearance for the two existing railroad tracks below the proposed roadway bridge. This assumption was confirmed during initial railroad coordination. During final railroad coordination the Wisconsin Central Limited Railroad, operated by Canadian National Railroad, (CN RR) requested that the bridge be lengthened to accommodate a potential, future third railroad track. Based on this request, the bridge length will need to be increased to approximately 85 feet.

This change order is required to update the design and plans, project reports, utility and railroad coordination to reflect this change in the structure length.

**B. SCOPE OF SERVICES**

**Task 01 – Project Management**

**01.04 Additional Management**

1. Process this change order and setup in the budget accounting system. All costs for re-work associated with lengthening the bridge to accommodate a third railroad track will tracked independently.
2. Update the project plan.
3. Provide overall coordination and management for the portions of the project that require re-work associated with lengthening the bridge to accommodate a third railroad track.

**Task 02 – Data Collection**

No Change

**Task 03 – Design Reports**

**03.05 Update Environmental Report**

1. Update the Environmental Report (ER) to incorporate the updated design due to the increased bridge length. The ER will be prepared in accordance with the FDM.

2. Electronically submit the ER to the CLIENT and MC for review and approval.

**03.06 Update Design Study Report**

1. Update the DSR to incorporate the revised design due to the increased bridge length. The DSR will be prepared in accordance with the FDM.
2. Electronically submit the DSR to the CLIENT and MC for review and approval.

**Task 04 – Agency Coordination**

No Change

**Task 05 – Utility Coordination****05.02 Update Utility Coordination**

1. Electronically submit updated utility coordination packages to all public and private utilities within the project limits for consideration during planning of adjustments/relocations of facilities.
2. Electronically submit updated utility coordination package to CLIENT and MC.

**Task 06 – Railroad Coordination****06.02 Update Railroad Coordination**

1. Electronically submit one (1) updated railroad coordination package to WisDOT's North Central Region Railroad Coordinator.
2. Electronically submit updated railroad coordination package to CLIENT and MC.

**Task 07 – 60 Percent Roadway Design**

No Change

**Task 08 – Final Roadway Design****08.04 Update Final Road Plans**

1. Update vertical alignment to meet final plan requirements.
2. Update final construction drawings for the project including:
  - a) Title Sheet
  - b) Project Overview – Single Sheet Schematic Drawing
  - c) Proposed Typical Sections
  - d) Construction Details
  - e) Erosion Control
  - f) Miscellaneous Quantities
  - g) Plan and Profile Sheets
  - h) Earthwork Data
  - i) Cross Sections

3. Construction Cost Estimate

#### Task 09 – Lighting Design

No Change

#### Task 10 – Preliminary Bridge Design

##### 10.02 Update Preliminary Bridge Design and Plans

1. Update preliminary bridge plans and Structure Survey Report due to the increased structure length.
2. When preliminary bridge plans have been updated, submit preliminary structure documents to the Wisconsin Department of Transportation (WisDOT) Bureau of Structures via e-submit for review and approval. Preliminary structure documents shall include:
  - a) Preliminary Bridge Plans (General Plan, Cross Section, Subsurface Explorariion)
  - b) Structure Survey Report
  - c) Preliminary Road Plan (Typical Sections and Plan/Profile)
  - d) Location Map
  - e) Photographs
  - f) Geotechnical Report
3. Electronically submit preliminary structure documents to CLIENT and the MC.

#### Task 11 – Final Bridge Design

##### 11.02 Update Final Bridge Design and Plans

1. Update final bridge design and plans due to the increased structure length including:
  - a) Geometric Design
  - b) Structural Design
  - c) Bridge Plans (26 sheets)

#### Task 12 – Preliminary Wall Design

##### 12.02 Update Preliminary Wall Design and Plans

1. Update preliminary retaining walls plans and Structure Survey Reports due to the increased structure length.
2. When preliminary retaining wall plans have been updated, submit preliminary structure documents to the Wisconsin Department of Transportation (WisDOT) Bureau of Structures via e-submit for review and approval. Preliminary structure documents shall include:
  - a) Preliminary Retaining Wall Plans (General Plan, Section Thru Wall, Subsurface Explorariion)
  - b) Structure Survey Report
  - c) Preliminary Road Plan (Typical Sections and Plan/Profile)
  - d) Location Map
  - e) Photographs

f) Geotechnical Report

3. Electronically submit preliminary structure documents to CLIENT and the MC.

**Task 13 – Final Wall Design**

No Change

**Task 14 – Final Right of Way Plat and Staking**

No Change

**Task 15 – Meetings**

No Change

**Task 16 – PS&E Documents**

No Change

**C. ASSUMPTIONS/CONDITIONS**

21. The overpass structure will be a single-span, 36W" prestressed concrete girder bridge, approximately 85 feet long supported on integral abutments, located behind MSE walls.
22. No additional agency coordination will be required.
23. No changes to the plat will be required due to the increased structure length.

**D. CLIENT RESPONSIBILITIES**

No Change

**2. Change to Deliverables:**

The additional deliverables shall be provided:

- Updated Environmental Report
- Updated Design Study Report
- Updated Preliminary Structure Plans for B-49-181
- Updated Preliminary Structure Plans for R-49-26
- Updated Preliminary Structure Plans for R-49-27

**3. Change in Project Schedule** (attach schedule if appropriate):

<b>Task</b>	<b>Approximate Dates</b>
Intersection Control Evaluation	December 15, 2014
Pavement Design Report	April 24, 2015
60% Plans/DSR	June 19, 2015
Right of Way Plat	September 22, 2015
60% Railroad Coordination	December 22, 2015
Updated Environmental Report	March 18, 2016
Updated Preliminary Structure Plans	March 18, 2016
Updated Railroad Coordination	March 21, 2016
Updated Design Study Report	March 25, 2016
Updated Utility Coordination	March 25, 2016
Final Structure Plans	June 1, 2016
90% PS&E	June 1, 2016
Final PS&E	August 1, 2016

**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

Time and Materials with a Not-to-Exceed amount of (\$57,797.34). Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ 432,083.12.

**5. Project Impact:**

This change reduces the amount of time available for completion of the final plans and construction documents. Timely reviews and approvals by all stakeholder agencies will be necessary to maintain the above schedule.

**6. Other Changes** (including terms and conditions):

NONE



7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT: City of Stevens Point, Wisconsin**

Signature

Signature

David R. Hansen, P.E.  
Printed Name

Michael Wiza  
Printed Name

Vice President  
Printed Title

Mayor  
Printed Title

Address  
200 Indiana Avenue  
Stevens Point, WI 54481

Address  
1515 Strongs Avenue  
Stevens Point, WI 54481

[End of Agreement]

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

March 8, 2016

To: Board of Public Works

From: Scott Schatschneider, Director of Public Works

Re: LaBrie Automizers – Automated Garbage / Recycling Trucks

Enclosed you will find a memo submitted by Street Superintendent Dennis Laidlaw regarding the purchase of two automated garbage trucks.

As discussed at last month's meeting, the financial goal was to be able to purchase two trucks and still be within our overall budgeted amount. The target was \$460,000.00 and our Street Superintendent, Dennis Laidlaw with a significant amount of research, shopping and discussions with manufacturers, has been able to keep this purchase within the targeted dollar amount.

I want to recognize Dennis Laidlaw for an outstanding job.

Please find enclosed Mr. Laidlaw's cover memo.

If there are any questions, please don't hesitate to contact me.

Thank you.

City of Stevens Point  
1515 Strong's Avenue  
Stevens Point, WI 54481-3594



**Public Works**  
Dennis Laidlaw-  
Superintendent of Streets  
Phone: 715-346-1537  
Fax: 715-346-1687

To the Board of Public Works,

March 8, 2016

It is time for replacement of two of our four automated Garbage and Recycling trucks. The units to be replaced are 2009 models which are in their 8<sup>th</sup> year of a 7 year cycle.

We have received two quotes, net of trade, as follows:

Bruce Equipment	2016 Heil Rapid Rail	\$449,200.00
Stepp Equipment	2016 LaBrie Automizer	\$455,264.00

Both trucks meet specifications; however, we feel that the more expensive LaBrie units have superior metals in the box, better designed arms, and more powerful and durable packers. Staff is recommending the purchase of the LaBrie Automizers, from Stepp Equipment in the amount of \$455,264.00 to be covered by the 2016 approved borrowing.

Respectfully,

A handwritten signature in black ink that reads 'Dennis Laidlaw'.

Dennis Laidlaw  
Superintendent of Streets  
City of Stevens Point

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

March 8, 2016

To: Board of Public Works  
From: Scott Schatschneider, Director of Public Works  
Re: Police Vehicle

Enclosed you will find a memo submitted by Street Superintendent Dennis Laidlaw regarding the net trade-in purchase of a vehicle for the Police Department.

This vehicle was budgeted as part of the 2016 Capital Borrowing and is listed in the 2016 Budget as Capital Outlay – Police.

If there are any questions, please don't hesitate to contact me.

Thank you.

City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, WI 54481-3594



**Public Works**  
Dennis Laidlaw-  
Superintendent of Streets  
Phone: 715-346-1537  
Fax: 715-346-1687

To The Board of Public Works,

March 2, 2016

The Police Department, after much consideration, has requested a van, in lieu of its current underutilized 2010 Ford F150 pickup. We have received only 1 quote, as only one local franchise is authorized to sell them. That quote, net of trade, is:

Scaffidi Motors	2016 Ford Transit 250	\$11,594.00
Stevens Point Dodge	Full-size Van Unavailable	Unable to Quote

We recommend the purchase of the 2016 Ford Transit 250 from Scaffidi Motors in the amount of \$11,594.00 to be funded by the 2016 borrowing.

Sincerely,

A handwritten signature in black ink that reads 'Dennis Laidlaw'.

Dennis Laidlaw  
Superintendent of Streets  
DPW  
City of Stevens Point

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

March 8, 2016

To: Board of Public Works  
From: Scott Schatschneider, Director of Public Works  
Re: 2016 Curb, Gutter and Sidewalk Repair Project

Enclosed you will find the bid results for this annual City project. As previously discussed, for the purpose of this ongoing maintenance activity, the City is split into five geographical sections.

In terms of this year's Curb, Gutter and Sidewalk Repair Project; staff previously talked about the presence of sidewalk islands. There are a few locations where expecting the property owner to be financially responsible for a sidewalk island seems unreasonable.

Therefore, the City will replace the identified sections of sidewalk and replace them with our own crews. The biggest reason for replacing broken sections of sidewalk within the questionable areas is; we don't know where additional sidewalk may be placed in the future. Removing sections of sidewalk altogether may not be the best long term strategy. In addition, the number of isolated areas where City crews will be replacing sidewalk is minimal.

Lastly, Sixth Avenue (between Front Street and Second Avenue North) is located within this year's sidewalk repair project area. Any repairs originally identified on Sixth Avenue will be addressed as part of this year's Sixth Avenue reconstruction project. The homeowners in this section of Sixth will not receive a bill for new sidewalk.

If there are any questions, please don't hesitate to contact me.

Thank you.

**BID TAB**  
**CITY OF STEVENS POINT**  
**CURB, GUTTER AND SIDEWALK REPAIR PROJECT #16-05**  
**SEALED BIDS OPENED 9:00 A.M., MARCH 1, 2016**

ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION	Wroblewski Concrete Stevens Point, WI		Al Dix Kaukauna, WI		S.D. Ellenbecker, Inc. Athens, WI		Pember Companies, Inc. Menomonie, WI		Sommers Construction Co. Shiocton, WI		Marvin Gleason Contractor, Inc. Franksville, WI	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
204.0100	20	S.Y.	Removing Pavement	\$ 9.00	\$ 180.00	\$ 14.00	\$ 280.00	\$ 10.00	\$ 200.00	\$ 14.00	\$ 280.00	\$ 20.00	\$ 400.00	\$ 25.00	\$ 500.00
204.0150	170	L.F.	Removing Curb & Gutter	\$ 6.00	\$ 1,020.00	\$ 7.00	\$ 1,190.00	\$ 5.00	\$ 850.00	\$ 6.70	\$ 1,139.00	\$ 5.00	\$ 850.00	\$ 16.50	\$ 2,805.00
204.0155	2,119	S.Y.	Removing Concrete Sidewalk	\$ 6.75	\$ 14,303.25	\$ 8.00	\$ 16,952.00	\$ 6.75	\$ 14,303.25	\$ 10.50	\$ 22,249.50	\$ 10.00	\$ 21,190.00	\$ 24.50	\$ 51,915.50
390.0203	30	S.Y.	Base Patching Asphaltic	\$ 40.00	\$ 1,200.00	\$ 60.00	\$ 1,800.00	\$ 55.00	\$ 1,650.00	\$ 60.00	\$ 1,800.00	\$ 45.00	\$ 1,350.00	\$ 85.00	\$ 2,550.00
416.0160	20	S.Y.	Concrete Driveway (6-Inch)	\$ 49.50	\$ 990.00	\$ 54.00	\$ 1,080.00	\$ 46.80	\$ 936.00	\$ 63.00	\$ 1,260.00	\$ 65.00	\$ 1,300.00	\$ 75.00	\$ 1,500.00
601.0324	70	L.F.	Concrete Curb & Gutter (24-Inch)	\$ 20.50	\$ 1,435.00	\$ 30.00	\$ 2,100.00	\$ 28.00	\$ 1,960.00	\$ 28.00 3.00	\$ 1,960.00	\$ 30.00	\$ 2,100.00	\$ 45.25	\$ 3,167.50
601.0411	50	L.F.	Concrete Curb & Gutter (30-Inch) Type D	\$ 21.50	\$ 1,075.00	\$ 33.00	\$ 1,650.00	\$ 30.00	\$ 1,500.00	\$ 29.00	\$ 1,450.00	\$ 33.00	\$ 1,650.00	\$ 48.50	\$ 2,425.00
602.0405	16,293	S.F.	Concrete Sidewalk (4-Inch)	\$ 4.45	\$ 72,503.85	\$ 4.40	\$ 71,689.20	\$ 4.55	\$ 74,133.15	\$ 5.60	\$ 91,240.80	\$ 5.75	\$ 93,684.75	\$ 7.35	\$ 119,753.55
602.0415	2,779	S.F.	Concrete Sidewalk (6-Inch)	\$ 5.50	\$ 15,284.50	\$ 5.60	\$ 15,562.40	\$ 5.40	\$ 15,006.60	\$ 7.00	\$ 19,453.00	\$ 6.75	\$ 18,758.25	\$ 8.00	\$ 22,232.00
602.0515	16	S.F.	Curb Ramp Detectable Warning Field (Natural Patina)	\$ 32.00	\$ 512.00	\$ 35.00	\$ 560.00	\$ 30.00	\$ 480.00	\$ 30.00	\$ 480.00	\$ 35.00	\$ 560.00	\$ 50.00	\$ 800.00
625.0100	500	S.Y.	Topsoil	\$ 6.00	\$ 3,000.00	\$ 7.00	\$ 3,500.00	\$ 10.00	\$ 5,000.00	\$ 6.15	\$ 3,075.00	\$ 7.00	\$ 3,500.00	\$ 16.00	\$ 8,000.00
627.0200	500	S.Y.	Mulching	\$ 0.75	\$ 375.00	\$ 1.00	\$ 500.00	\$ 1.25	\$ 625.00	\$ 2.00	\$ 1,000.00	\$ 1.50	\$ 750.00	\$ 4.00	\$ 2,000.00
628.6505	500	S.Y.	Soil Stabilizer Type A	\$ 0.50	\$ 250.00	\$ 1.00	\$ 500.00	\$ 1.25	\$ 625.00	\$ 1.50	\$ 750.00	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
630.0140	500	S.Y.	Seed Mixture No. 40	\$ 0.75	\$ 375.00	\$ 1.00	\$ 500.00	\$ 1.25	\$ 625.00	\$ 0.75	\$ 375.00	\$ 1.00	\$ 500.00	\$ 3.00	\$ 1,500.00
690.0150	200	L.F.	Sawcutting Asphalt	\$ 3.00	\$ 600.00	\$ 3.00	\$ 600.00	\$ 3.50	\$ 700.00	\$ 4.30	\$ 860.00	\$ 3.00	\$ 600.00	\$ 4.00	\$ 800.00
<b>TOTAL BIDS:</b>					\$ 113,103.60		\$ 118,463.60		\$ 118,594.00		\$ 147,372.30		\$ 148,693.00		\$ 221,448.55
<b>TOTAL WITH CONTINGENCY:</b>					\$ 130,069.14		\$ 136,233.14		\$ 136,383.10		\$ 169,478.15		\$ 170,996.95		\$ 254,665.83

Director of Parks & Recreational Services  
Tom Schrader  
2442 Sims Ave.  
Stevens Point, WI 54481  
715-346-1531  
tschrader@stevenspoint.com



# Memo

To: Board of Public Works  
From: Tom Schrader  
Date: March 8, 2016  
Re: Pool Re-roofing Project

---

We requested bids to re-roof the Main Pool Pumphouse and Bathhouse as per city policy. We received two bids, they are as follows:

Quality Roofing Inc. Marshfield, WI	\$19,692
Commercial Roofing Inc. Plover, WI	\$37,645

As it is within the budgeted amount, we would recommend approving the bid to Quality Roofing Inc. in the amount for \$19,692 plus the 15% contingency, bringing the total to \$22,645.80.

**BID TAB**  
**CITY OF STEVENS POINT**  
**2016 MUNICIPAL ROOFING PROJECT #16-08**  
**SEALED BIDS OPENED 10:00 A.M., MARCH 1, 2016**

ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION	Quality Roofing, Inc. Marshfield, WI		Commercial Roofing, Inc. Plover, WI	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SPV.0105.01	1	L.S.	Membrane Roofing System - Bath House	\$ 6,000.00	\$ 6,000.00	\$ 12,899.00	\$ 12,899.00
SPV.0105.02	1	L.S.	Membrane Roofing System - Pump House/Mechanical Bldg.	\$ 13,692.00	\$ 13,692.00	\$ 24,746.00	\$ 24,746.00
<b>Total Bid:</b>					<b>\$ 19,692.00</b>		<b>\$ 37,645.00</b>
<b>Total Bid with Contingency:</b>					<b>\$ 22,645.80</b>		<b>\$ 43,291.75</b>

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

March 8, 2016

To: Board of Public Works  
From: Scott Schatschneider, Director of Public Works  
Re: Coye Drive and Hoover Road Intersection Improvement Project - Real Estate Acquisition: Relocation Order and R/W Plat Approval

The Coye Drive and Hoover Road Intersection Improvement Project is entering into the real estate acquisition phase.

An important step in this process is approval of the Relocation Order and the R/W Plat. Both have been included with this memo for your review and approval.

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

Thank you.

**RELOCATION ORDER**

LPA1708 08/2011 (Replaces LPA3006)

Project	Road name Coye Drive and Hoover Road Intersection Improvements	Highway Coye Drive / Hoover Road	County Portage
Right of way plat date	Plat sheet number(s) 4.01 through 4.02	Previously approved Relocation Order date	

Description of termini of project:

Beginning at a point on the reference line which is 1350.80 feet north and 556.53 feet west of the east quarter corner of Section 3, T23N, R8E and ending at a point 1334.01 feet north and 233.22 feet east of the east quarter corner of Section 3, T23N, R8E.

Beginning Coordinates: Y = 197481.722, X = 176972.843, Sta. 14+60.00

Ending Coordinates: Y = 197464.937, X = 177762.588, Sta. 22+50.00

Portage County Coordinate System - NAD 83 (2011)

This relocation order is part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 2 and the NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 3, all in Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 Wisconsin Statutes, the City of Stevens Point orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of Stevens Point
3. This order supersedes and amends any previous order issued by the: City of Stevens Point

Approved: \_\_\_\_\_  
Mike Wiza, Mayor Date

Attest: \_\_\_\_\_  
John Moe, City Clerk Date



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

PARCEL NUMBER	OWNER (S)	INTEREST REQUIRED	R/W ACRES REQUIRED			TLE ACRES
			NEW	EXISTING	TOTAL	
1	HERRSCHNER'S, INC.	FEE & TLE	0.340	-----	0.340	0.401
2	ALBERT L. FELTZ & JEAN A. FELTZ AS TRUSTEES OF THE ALBERT L. FELTZ & JEAN A. FELTZ JOINT REVOCABLE TRUST DATED OCTOBER 11, 2002	FEE	0.338	-----	0.338	-----
3	FLG EAST, LLC	FEE & TLE	0.264	-----	0.264	0.179
4	DELTA DENTAL PLAN OF WISCONSIN, INC.	FEE & TLE	0.089	-----	0.089	0.080
5	CITY OF STEVENS POINT	FEE	0.014	-----	0.014	-----

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND AND INTERESTS TO THE CITY OF STEVENS POINT.

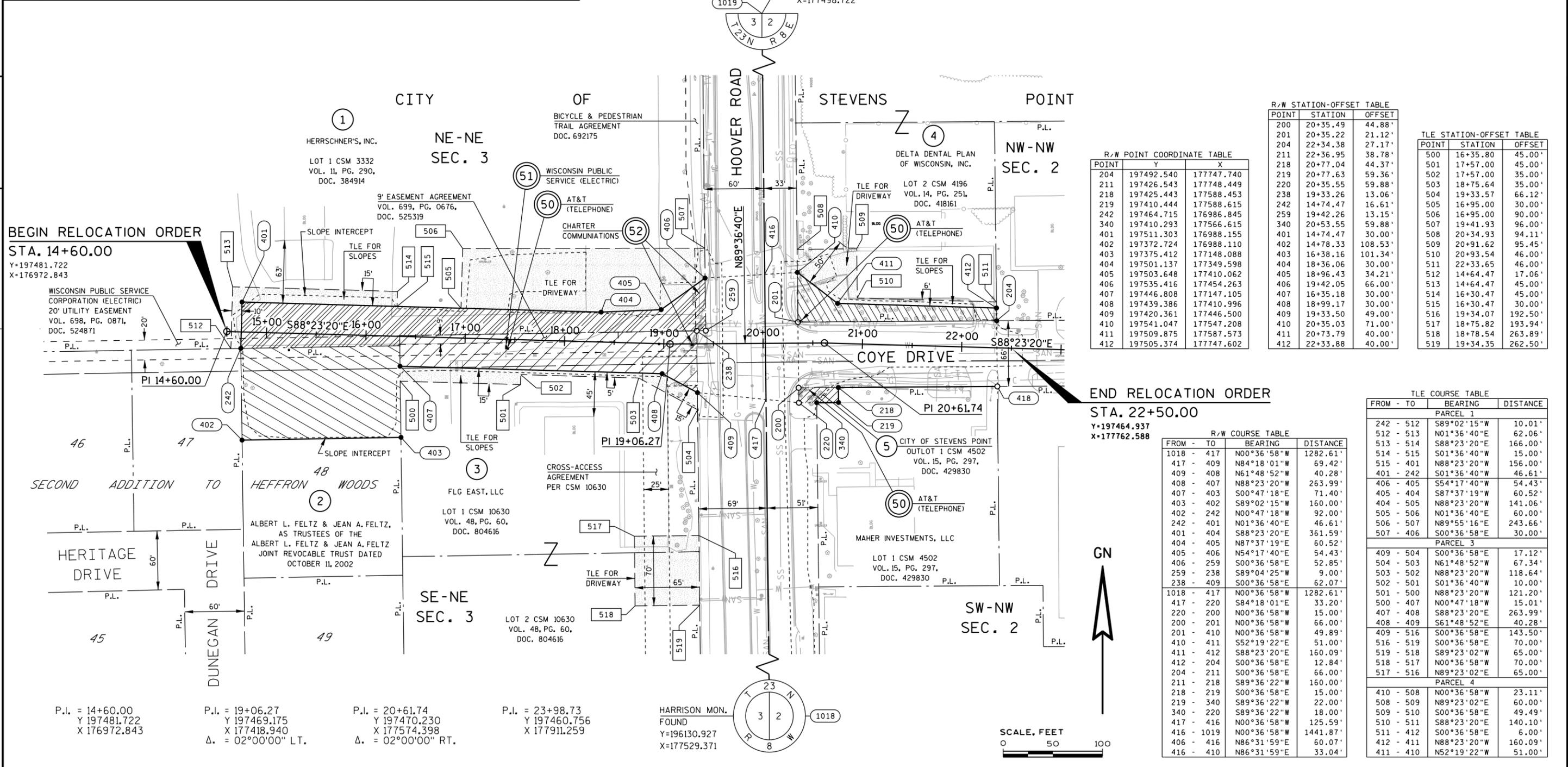
NOTE: EXISTING RIGHT OF WAY FOR HOOVER ROAD ESTABLISHED BY CSM 3332, CSM 4196, CSM 4502, CSM 10630, DEED, VOL. 679, PG. 202, DOC. 514125 AND GOVERNMENT LAND LINES. EXISTING RIGHT OF WAY FOR COYE DRIVE ESTABLISHED BY CSM 4196 AND CSM 4502.

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	OWNER (S)	INTEREST REQUIRED
50	AT&T (TELEPHONE)	RELEASE OF RIGHTS
51	WISCONSIN PUBLIC SERVICE CORP. (ELECTRIC)	RELEASE OF RIGHTS
52	CHARTER COMMUNICATIONS	RELEASE OF RIGHTS

**EASEMENT TABLE**

OWNER	RECORDING INFORMATION	PARCEL
CITY OF STEVENS POINT TRAIL AGREEMENT	DOC. 692175	1
HERRSCHNER'S, INC. 9' EASEMENT AGREEMENT	DOC. 732430	3
WISCONSIN PUBLIC SERVICE 20' UTILITY EASEMENT	DOC. 735708	1, 2 & 3
CHARTER COMMUNICATIONS	NO EASEMENT OF RECORD FOUND	1 & 3
AT&T (TELEPHONE)	NO EASEMENT OF RECORD FOUND	3, 4 & 5



**R/W POINT COORDINATE TABLE**

POINT	Y	X
204	197492.540	177747.740
211	197426.543	177748.449
218	197425.443	177588.453
219	197410.444	177588.615
242	197464.715	176986.845
340	197410.293	177566.615
401	197511.303	176988.155
402	197372.724	176988.110
403	197375.412	177148.088
404	197501.137	177349.598
405	197503.648	177410.062
406	197535.416	177454.263
407	197446.808	177147.105
408	197439.386	177410.996
409	197420.361	177446.500
410	197541.047	177547.208
411	197509.875	177587.573
412	197505.374	177747.602

**R/W STATION-OFFSET TABLE**

POINT	STATION	OFFSET
200	20+35.49	44.88'
201	20+35.22	21.12'
204	22+34.38	27.17'
211	22+36.95	38.78'
218	20+77.04	44.37'
219	20+77.63	59.36'
220	20+35.55	59.88'
238	19+33.26	13.06'
242	14+74.47	16.61'
259	19+42.26	13.15'
340	20+53.55	59.88'
401	14+74.47	30.00'
402	14+78.33	108.53'
403	16+38.16	101.34'
404	18+36.06	30.00'
405	18+96.43	34.21'
406	19+42.05	66.00'
407	16+35.18	30.00'
408	18+99.17	30.00'
409	19+33.57	49.00'
410	20+35.03	71.00'
411	20+73.79	40.00'
412	22+33.88	40.00'

**TLE STATION-OFFSET TABLE**

POINT	STATION	OFFSET
500	16+35.80	45.00'
501	17+57.00	45.00'
502	17+57.00	35.00'
503	18+75.64	35.00'
504	19+33.57	66.12'
505	16+95.00	30.00'
506	16+95.00	90.00'
507	19+41.93	96.00'
508	20+34.93	94.11'
509	20+91.62	95.45'
510	20+93.54	46.00'
511	22+33.65	46.00'
512	14+64.47	17.06'
513	14+64.47	45.00'
514	16+30.47	45.00'
515	16+30.47	30.00'
516	19+34.07	192.50'
517	18+75.82	193.94'
518	18+78.54	263.89'
519	19+34.35	262.50'

**TLE COURSE TABLE**

FROM - TO	BEARING	DISTANCE
PARCEL 1		
242 - 512	S89°02'15"W	10.01'
512 - 513	N01°36'40"E	62.06'
513 - 514	S88°23'20"E	166.00'
514 - 515	S01°36'40"W	15.00'
515 - 401	N88°23'20"W	156.00'
401 - 242	S01°36'40"W	46.61'
PARCEL 2		
406 - 405	S54°17'40"W	54.43'
405 - 404	S87°37'19"W	60.52'
404 - 505	N88°23'20"W	141.06'
505 - 506	N01°36'40"E	60.00'
506 - 507	N89°55'16"E	243.66'
507 - 406	S00°36'58"E	30.00'
PARCEL 3		
409 - 504	S00°36'58"E	17.12'
504 - 503	N61°48'52"W	67.34'
503 - 502	N88°23'20"W	118.64'
502 - 501	S01°36'40"W	10.00'
501 - 500	N88°23'20"W	121.20'
500 - 407	N00°47'18"W	15.01'
407 - 408	S88°23'20"E	263.99'
408 - 409	S61°48'52"E	40.28'
409 - 516	S00°36'58"E	143.50'
516 - 519	S00°36'58"E	70.00'
519 - 518	S89°23'02"W	65.00'
518 - 517	N00°36'58"W	70.00'
517 - 516	N89°23'02"E	65.00'
PARCEL 4		
410 - 508	N00°36'58"W	23.11'
508 - 509	N89°23'02"E	60.00'
509 - 510	S00°36'58"E	49.49'
510 - 511	S88°23'20"E	140.10'
511 - 412	S00°36'58"E	6.00'
412 - 411	N88°23'20"W	160.09'
411 - 410	N52°19'22"W	51.00'

**R/W COURSE TABLE**

FROM - TO	BEARING	DISTANCE
1018 - 417	N00°36'58"W	1282.61'
417 - 409	N84°18'01"W	69.42'
409 - 408	N61°48'52"W	40.28'
408 - 407	N88°23'20"W	263.99'
407 - 403	S00°47'18"E	71.40'
403 - 402	S89°02'15"W	160.00'
242 - 242	N00°47'18"W	92.00'
402 - 401	N01°36'40"E	46.61'
401 - 404	S88°23'20"E	361.59'
404 - 405	N87°37'19"E	60.52'
405 - 406	N54°17'40"E	54.43'
406 - 259	S00°36'58"E	52.85'
259 - 238	S89°04'25"W	9.00'
238 - 409	S00°36'58"E	62.07'
1018 - 417	N00°36'58"W	1282.61'
417 - 220	S84°18'01"E	33.20'
220 - 200	N00°36'58"W	15.00'
200 - 201	N00°36'58"W	66.00'
201 - 410	N00°36'58"W	49.89'
410 - 411	S52°19'22"E	51.00'
411 - 412	S88°23'20"E	160.09'
412 - 204	S00°36'58"E	12.84'
204 - 211	S00°36'58"E	66.00'
211 - 218	S89°36'22"W	160.00'
218 - 219	S00°36'58"E	15.00'
219 - 340	S89°36'22"W	22.00'
340 - 220	S89°36'22"W	18.00'
417 - 416	N00°36'58"W	125.59'
416 - 1019	N00°36'58"W	1441.87'
406 - 416	N86°31'59"E	60.07'
416 - 410	N86°31'59"E	33.04'

REVISION DATE	DATE	SCALE, FEET	HWY: COYE DRIVE	STATE R/W PROJECT NUMBER	PLAT SHEET 4.02
	GRID FACTOR N/A	0 50 100	COUNTY: PORTAGE	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

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

March 8, 2016

To: Board of Public Works  
From: Scott Schatschneider, Director of Public Works  
Re: MSA Professional Services - Service Agreement for Real Estate Acquisition Services for the Coye Drive and Hoover Road Intersection Improvements

The intersection improvements at the Coye Drive and Hoover Road intersection will require minor real estate acquisition.

MSA Professional Services was hired to perform these same services for the Hoover Grade Separation project. In speaking with MSA, City staff recognized obvious efficiencies by utilizing MSA for this improvement project.

MSA will be using the same appraisal company who is completely familiar with this corridor and is very familiar with comparable properties. The City is fortunate to have the timing work out to our advantage in terms of completing this aspect of the project.

Included with this memo for your approval is a copy of the Service Agreement with MSA Professional Services

If there are any questions, please don't hesitate to contact me.

Thank you.



# Professional Services Agreement

**PROFESSIONAL SERVICES**

More ideas. Better solutions.

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  
Coye Drive & Hoover Road Intersection Improvement  
City of Stevens Point, Portage County  
Project ID: local funding

**Project Description:** The City of Stevens Point plans to construct intersection improvements at Coye Drive & Hoover Road. Project is locally funded with no state or federal funds involved. AECOM is the design engineer.

Construction is scheduled to start September 26, 2016 and be completed by November 18, 2016. Acquisition is to be completed by September 26, 2016. If the land is not obtained by the time the job is bid, there could be complications and change orders during construction.

Parcel	Owner	Interest	Size
1	Herschner's Inc	FEE TLE	0.340 Acre 0.401 Acre
2	Feltz Trust	FEE	0.338 Acre
3	FLG East, LLC	FEE TLE	0.264 Acre 0.179 Acre
4	Delta Dental	FEE TLE	0.089 Acre 0.080 Acre
5	City of Stevens Point	FEE	0.014 Acre
50	AT&T (telephone)	Release of Rights	
51	Wisc Public Service (electric)	Release of Rights	
52	Charter Communications	Release of Rights	

### Real Estate Acquisition Scope of Services:

1. Attend Public Works Committee Meeting March 14, 2016.
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 negotiator
3. Compass Land Consultants, Inc. will update the Project Data Book used on the Hoover Road project and prepare appraisals for this project. The Project Data Book will be researched and updated to be submitted to the City for approval approximately 15 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 meetings are anticipated to be held locally in the Stevens Point area.
7. When negotiated settlements have been reached, payment requests will be provided to the City. MSA will distribute the checks to the landowners.
8. 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.
9. 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.
10. 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.
11. 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. Obtaining Partial Release of Mortgage documents is not included in the scope. If requested by the City, MSA can obtain as an extra service
3. Attending Initial Coordination Meeting with AECOM and City staff is not included in the scope. If requested by the City, MSA will attend meeting as an extra service.

**Services Provided by City:**

1. Property information including: Title reports, contact and tax information
2. Plat and legal descriptions.
3. One time temporary right of way staking.
4. Updated Title Searches.
5. Recording Fees for the conveyance documents will be direct billed by Portage County to the City.

**Schedule to perform the work is:**

Task Description	Days after signed Agreement is received
Project Data Book	15 days
Introduction Letter to Property Owners	15 days
Nominal Payment Parcel Report & 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:**

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 follows.

Service Provided	Method of Payment	Estimated Number	Unit Cost	Cost
Update Project Data Book	Lump Sum	1	\$ 600	\$ 600
Appraisal - Before/After Parcels 1 and 3	Each	2	\$ 2,850	\$ 5,700
Appraisal - Before/After Parcels 2 and 4	Each	2	\$ 2,350	\$ 4,700
Nominal Payment Parcel Reports	Each	1	\$1,000	\$1,000
Negotiations – Fee & TLE, or Fee Parcels 1, 2, 3, 4	Each	4	\$ 2,100	\$ 8,400
Negotiations – Fee Parcels 5	Each	1	\$ 1,000	\$ 1,000
Utility Conveyance	Each	3	\$ 500	\$ 1,500
Project Management	LS	1	\$ 1,500	\$ 1,500
Attend Public Works Meeting	LS	1	\$ 1,200	\$ 1,200
			<b>Cost</b>	\$ 25,600
<b>Additional Services</b>				
Attend Initial Coordination Meeting with AECOM and City, if requested				\$1,200 per person
Partial Release of Mortgage for each lender, if requested				\$200 per each

**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

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

2901 International Lane, Suite 300  
 Madison, WI 53704  
 Phone: 608/242-7779

**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 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.