



Amendment

Amendment No: 1

MSA Project Number: 00044088
Date of Issuance: 12/1/2024

This is an amendment to the Agreement dated January 23, 2023 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Steven Sell

Email: ssell@msa-ps.com

CITY OF MAUSTON (OWNER)

Address: 303 Mansion Street, Mauston, WI 53948

Phone: (608) 847-4070

Representative: Rob Nelson

Email: rnelson@mauston.com

Project Name: Construction Related Services *Mauston WWTF Upgrade*

The project scope has changed due to: Addition of Phase II (CDBG-Funded Project) for remote lift station sites.

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

The schedule to perform the work is:
Approximate Start Date: 04/01/2025
Approximate Completion Date: 06/30/2026

The lump sum fee for the work is: **\$ 45,600**

The estimated fee for the work is: **\$ 63,500**

TOTAL (Estimated Fee + Lump Sum): **\$109,100**

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense OR lump sum basis as defined in Attachment 'A'. Services provided on a time and expense basis will be invoiced based on Attachment B: Rate Schedule, which is attached and made part of this Agreement.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF MAUSTON

MSA PROFESSIONAL SERVICES, INC.

Darryl Teske

Mayor

Date: _____


Sheri Scott, PE

Team Leader

Date: 3/24/2025

OWNER ATTEST:

Daron Haugh
City Administrator
Date: _____



Steven Sell
Project Manager
Date: 3/25/2025

PROJECT UNDERSTANDING

The City of Mauston owns and operates a Wastewater Treatment Facility (WWTF) that provides sewage treatment to meet the City's Wisconsin Pollutant Discharge Elimination System (WPDES) permit requirements. The WWTF was built and commissioned at its current location in 1983 and expanded in 2000. The WWTF primarily consists of a 5-cell aerated lagoon system including chemical feed facilities for phosphorus removal. Sewage is conveyed to the WWTF through a series of 12 lift stations. The facilities have maintained reliable conveyance, treatment, and permit compliance over the years, however, due to the age and condition, the facilities require a significant upgrade to maintain reliability and operability.

The Commission contracted with MSA to design the facility upgrades, develop two (2) sets of Contract Documents, and to administer two (2) public biddings. Phase 1 entitled, *2023 Wastewater Treatment Facility Upgrade, City of Mauston, Juneau County, Wisconsin (dated October 2023)* was publicly bid in November 2023. The Bid was award to the lowest responsive bidder, Olympic Builders, in December 2023. Construction began in February 2024 and is to continue through December 2025. Phase 2 consists primarily of upgrades to the remote lift stations, and was publicly bid on February 18, 2025, after notification of Community Development Block Grant (CDBG) funding. The low bidder is Van Ert Electric, Inc. Phase II is to be completed by June 2026.

Through this **Amendment**, MSA will provide construction-related services (CRS) that generally include construction administration, construction observation (RPR), and post-construction documentation for **Phase 2 only**.

SCOPE OF SERVICES

Construction Administration Phase (Lump Sum)

1. MSA will provide project updates and correspond with the Owner. Formal correspondence includes the following:
 - a. Monthly invoice and project update
 - b. Daily and weekly progress reports (as prepared by RPR; reviewed by Project Manager)
 - c. Attend up to two (2) Council or Committee Meetings to update the City as requested.
2. Prepare for and attend one (1) pre-construction meeting onsite with up to two (2) staff. Other staff may attend meeting virtually as determined by MSA.
3. Prepare for and attend Contractor-led progress meetings during construction.
 - a. Weekly Meetings – attended and participate in-person by RPR. Project Manager will attend virtually on an as-needed basis. *Weekly meetings will only be held during weeks with active construction onsite.*
 - b. Monthly Meetings – attended in-person by RPR and Project Manager. Other MSA staff will attend virtually, as needed.
 - c. Coordination Meetings – attend any trade-specific coordination meetings specified in the Contract Documents (e.g. pre-submittal mtg, masonry mock-up, P&ID loop review, SCADA factory test). Attendance will be a mix of virtual and/or in-person and attended by the appropriate staff.
4. MSA will provide review and response of submittals made by the Contractor
 - a. Review initial shop drawing submittal and up to one (1) additional resubmittal per specification section. *As detailed in the Contract Documents, the Owner can recoup costs from the Contractor for any Engineer costs related to responding to more than one (1) resubmittal per section.*
 - b. Review one (1) material O&M submittal per specification section. No resubmittal reviews are included in the scope.
5. Review monthly contractor-prepared pay applications.
6. Prepare and negotiate up to three (3) Change Orders (COs).

7. Attend and participate in the start-up and commissioning of equipment as specified in the Contract Documents. *As specified, any costs (including Engineer time) realized by the Owner related to any failed or canceled start-ups, can be recouped from the Contractor.*
8. Conduct one (1) overall onsite review to determine if the project is substantially complete. No partial substantial completion reviews are planned.
9. MSA will develop one (1) punch list at Substantial Completion. MSA will confirm punch list completion.
10. Reimbursables (e.g. copies, postage, mileage, and equipment) are included in the fees.

Construction Observation Phase (Time & Expense)

1. Perform duties of the Resident Project Representative (RPR) as defined in the Contract Documents with the primary responsibility to observe and document construction activities, interpret the Contract Documents, and communicate with the Owner and Contractor.
2. RPR will attend and participate in weekly and monthly construction meetings
3. For budgetary purposes, MSA has estimated a total of 347 hours onsite during construction. The estimate is based on an anticipated construction schedule.
 - a. 348 hours for onsite Resident Project Representative
 - i. Approx. 8 hours per week from contractor mobilization through estimated substantial completion for a total of 39 weeks total
 - ii. Approx. 4 hours per week from substantial completion through final completion for a total of 9 weeks.
4. Copies, postage, mileage, and equipment are included in the fees.
5. Services for this phase will be invoiced based on the Rate Schedule included as Attachment 'B.' Rates are subject to change annually.

Post-Construction Phase (Lump Sum)

1. Prepare & provide record drawings to Owner in PDF format and one (1) 11x17 hard copy. Record Drawings will be based upon mark-ups provided by the Contractor and any changes made through RFIs, FOs, and/or COs.
2. MSA will prepare an Operation & Maintenance Manual to meet the requirements of CDBG in PDF format and one (1) bound hard copy.
3. Complete closeout documentation (e.g. collect lien waivers, close/report on permits, notify regulatory agencies)
4. MSA will communicate with Owner and Contractor on warranty items that arise during the 1-year warranty period identified in the Contract Documents. MSA will conduct an onsite review at the 11-month mark with the Owner and Contractor.
5. Copies, postage, mileage, and equipment are included in the fees.

Owner Responsibilities

1. Onsite Observation when MSA is not onsite. *MSA is only providing part-time observation as requested by the Owner. Therefore, construction activities will occur when MSA is not present and unable to document compliance with the Contract Documents.*
2. Attended and participate in meetings scheduled by the Contractor or Engineer.
3. Act upon Pay Applications and Change Orders on a timely basis
4. Provide direction to Contractor as requested by Engineer

Additional Services (May be Provided by MSA for additional fee)

1. Additional meetings not outlined in the scope
2. Additional Onsite Observation. As identified above, MSA is only providing parttime observation based on an estimated schedule/budget.
3. Funding Services. Funding services will be provided through a separate contract.
4. Additional reimbursables (e.g. hard copies of Pay Applications, RFIs, COs, Field Orders, etc.) not outlined in the scope. Per the Contract Documents, hard copies of final approved Shop Drawings and equipment O&M Manuals are provided by the Contractor.

5. Construction Staking. MSA will reset any control points prior to construction. However, as specified, the Contractor shall provide their own staking.
6. Administering and responding to RFIs determined to be frivolous by the Engineer.
7. Excessive Submittal Reviews & participating in failed or cancelled Equipment Start-ups. As defined by the Contract documents, related Engineering fees will be invoiced as an additional service, and the Owner has the right to be reimbursed by the Contractor.
8. Services outside completion dates. MSA's scope of services are based upon the Contractor meeting the contracted completion dates. Services provided after the contracted completion dates will be invoiced as an additional service, and the Owner shall be reimbursed by the Contractor through the Liquidated Damages provisions of the Contract Documents.
9. Field Testing. All field testing (e.g. concrete, geotechnical, coatings) are provided by a 3rd party through the Contractor.
10. Permit Fees. Any permit fees paid by MSA will be invoiced to the Owner as a reimbursable cost.
11. Changes in Project Scope. Any changes in project scope via Change Order, Work Change Directive, RFI, or Field Order, that requires design by MSA, will be invoiced as an additional service

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$ 85 – \$154/hr.
Architects.....	\$ 85 – \$198/hr.
Community Development Specialists.....	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration.....	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support.....	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals.....	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems.....	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals.....	\$140 – \$193/hr.
Staff Engineers.....	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.14/page
Plots.....	\$0.01/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level.....	\$85/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing.....	\$30/day
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.