VILLAGE OF COTTAGE GROVE *NOTICE OF PUBLIC MEETING*

PUBLIC WORKS & PROPERTIES COMMITTEE

Tuesday, June 2, 2020 **6:00 PM**

Due to the COVID-19 pandemic, this meeting will take place virtually via Zoom. Please join the meeting from your computer, tablet or smartphone by visiting https://zoom.us/j/96634681807 You can also participate via phone by dialing 1-312-626-6799 and use Meeting ID: 966 3468 1807 # When asked for your Participant ID, just press #.

You may also choose to participate by providing public comment prior to the meeting via email to the Director of Public Works & Utilities, JJ Larson at jlarson@village.cottage-grove.wi.us.

AGENDA

1) **Call Meeting to Order**

2) **Quorum and roll call**

3) **Public Appearances** – Public's opportunity to speak about any subject that is not a specific agenda item.

4) **Old Business**
   a. Update on Glacial Drumlin Bike Path project.
   b. Update on Clark St. reconstruction project.

5) **New Business**
   a. Discuss and consider Task Order Contract with MSA for work related to the Buss Road/CTH BB project.
   b. Discuss and consider format for next month's meeting.

6) **Engineer's report**

7) **Director's report**

8) **Approve the minutes of the May 5, 2020 Public Works & Properties Committee meeting.**

9) **Set tentative date for next meeting**

10) **Future Agenda Items**

11) **Adjournment**

Notice:

1. Persons needing special accommodations should call 839-4704 at least 24 hours prior to the meeting.
2. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
3. Any item on the agenda is subject to final action

PROJECT DATE	DRAWN BY		NO	DATE	REVISION	BY
	DESIGNED BY					
	CHECKED BY					

MSA

ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL

GLACIAL DRUMLIN TRAIL - TAP GRANT
VILLAGE OF COTTAGE GROVE
DANE COUNTY, WISCONSIN

OVERVIEW

PROJECT NO. 00094084

SHEET EX. 1

ITEM 4b

ITEM 4b

Cottage Grove Clark Street and Grove Street
Estimated Cost May 28, 2020

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Grant Eligible					
1.	Mobilization/Bonds/Insurance	1	LS	$ 30,000.00	$ 30,000.00
2.	Traffic Control	1	LS	$ 4,500.00	$ 4,500.00
3.	Utility Line Opening (U.L.O.)	6	EA	$ 600.00	$ 3,600.00
3.	Remove Aspaltic Pavement	2,800	SY	$ 2.00	$ 5,600.00
4.	Remove Conc. Curb & Gutter	2,360	LF	$ 12.00	$ 28,320.00
5.	Remove Concrete	6,000	SF	$ 4.00	$ 24,000.00
6.	Remove Storm Structure	5	EA	$ 500.00	$ 2,500.00
7.	Remove Signage	1	LS	$ 400.00	$ 400.00
8.	Remove and Replace Mailbox	14	EA	$ 175.00	$ 2,450.00
9.	Tree Removal	5	EA	$ 700.00	$ 3,500.00
10.	Topsoil Stripping	1,800	SY	$ 2.50	$ 4,500.00
11.	Unclassified Excavation (Path + Storm water facility)	1	LS	$ 87,000.00	$ 87,000.00
12.	Excavation Below Subgrade (EBS)	200	CY	$ 20.00	$ 4,000.00
13.	Breaker Run for EBS	200	CY	$ 40.00	$ 8,000.00
14.	Dense Graded Base	4,500	TON	$ 15.00	$ 67,500.00
15.	Concrete Driveway Apron, 7-Inch Thick	2,550	SF	$ 14.50	$ 36,975.00
16.	Concrete Sidewalk, 6-Inch Thick	1,875	SF	$ 12.50	$ 23,437.50
17.	Concrete Sidewalk, 4-Inch Thick	360	SF	$ 11.50	$ 4,140.00
18.	Stamped Colored Concrete, 4-Inch Thick w/ Base (Main St.)	300	SF	$ 15.00	$ 4,500.00
19.	Concrete Curb and Gutter, 24-Inch	2,360	LF	$ 19.00	$ 44,840.00
20.	Concrete Steps	1	LS	$ 4,500.00	$ 4,500.00
21.	Handrailing	1	LS	$ 3,500.00	$ 3,500.00
22.	Asphaltic Pavement, 2-Inch Binder Course	300	TON	$ 75.00	$ 22,500.00
23.	Asphaltic Pavement, 2-Inch Surface Course	300	TON	$ 75.00	$ 22,500.00
24.	Asphalt Pavement, 3-Inch Thick, 4 LT 58-28S	498	TON	$ 75.00	$ 37,350.00
25.	Detectable Warning Field	180	SF	$ 50.00	$ 9,000.00
26.	Adjust Manhole Casting	6	EA	$ 575.00	$ 3,450.00
27.	Rapid Response Flashing Beacon (R.R.F.B.)	1	LS	$ 14,000.00	$ 14,000.00
28.	Watermain Valve Relocation & Adjustments	2	EA	$ 4,500.00	$ 9,000.00
29.	Watermain Curbstop Relocation and Reinstallation with Box	8	EA	$ 1,200.00	$ 9,600.00
30.	Watermain Services 1" Copper	171	LF	$ 45.00	$ 7,695.00
31.	Ductile Iron Watermain, 6"	20	LF	$ 90.00	$ 1,800.00
32.	6" Gate Valve	2	EA	$ 1,800.00	$ 3,600.00
33.	Hydrant	2	EA	$ 4,800.00	$ 9,600.00
34.	Storm Inlet, 2'x3' Inlet	7	EA	$ 3,500.00	$ 24,500.00
35.	Storm Sewer, RCP	210	LF	$ 90.00	$ 18,900.00
36.	Storm Sewer, Apron Endwalls	2	EA	$ 1,500.00	$ 3,000.00
37.	Adjust Manhole Casting	3	EA	$ 500.00	$ 1,500.00
38.	Pavement Marking Epoxy, 4-Inch White	1,000	LF	$ 5.50	$ 5,500.00
39.	Pavement Marking Epoxy, Curb Solid Yellow	150	LF	$ 5.50	$ 825.00
40.	Pavement Marking Crossing Epoxy, 6-Inch White	393	LF	$ 10.00	$ 3,930.00
41.	Pavement Marking Stop Line Epoxy, 24-Inch White	49	LF	$ 18.00	$ 882.00
42.	Main Street Crosswalk Coloring	450	SF	$ 40.00	$ 18,000.00
43.	Permanent Signage	100	SF	$ 80.00	$ 8,000.00
44.	Sign Poles	10	EA	$ 250.00	$ 2,500.00
45.	Erosion Control (Silt Fence, Inlet Protection…)	1	LS	$ 4,500.00	$ 4,500.00
46.	Topsoil(1" Thick), Seed, Fertilize and Mulch(Path Shoulder)	700	SY	$ 3.50	$ 2,450.00
47.	Topsoil, Seed, Fertilize and Erosion Matting	300	SY	$ 9.00	$ 2,700.00
	TOTAL CONSTRUCTION COSTS: Items #1-#47		**Subtotal**		**$ 645,044.50**
	ENGINEERING AND REAL ESTATE				**$ 112,850.00**
	CONSTRUCTION SERVICES (8%)				**$ 51,603.56**
	TOTAL				**$ 809,498.06**
	GRANT FUNDS MAX.				**$ 554,800.00**
	TOTAL VILLAGE FUNDED				**$ 254,698.06**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Grove Street Urbanization					
1.	Mobilization/Bonds/Insurance	1	LS	$ 35,000.00	$ 35,000.00
2.	Traffic Control	1	LS	$ 2,500.00	$ 2,500.00
3.	Utility Line Opening (U.L.O.)	4	EA	$ 600.00	$ 2,400.00
3.	Remove Aspaltic Pavement	3,510	SY	$ 2.00	$ 7,020.00
4.	Remove Concrete	300	SF	$ 4.00	$ 1,200.00
5.	Remove Existing Storm Sewer	1	LS	$ 750.00	$ 750.00
6.	Remove Signage	1	LS	$ 350.00	$ 350.00
7.	Remove and Replace Mailbox	1	EA	$ 175.00	$ 175.00
8.	Tree Removal	9	EA	$ 700.00	$ 6,300.00
9.	Topsoil Stripping	7,800	SY	$ 2.50	$ 19,500.00
10.	Unclassified Excavation	1	LS	$ 40,000.00	$ 40,000.00
11.	Excavation Below Subgrade (EBS)	1,775	CY	$ 20.00	$ 35,500.00
12.	Breaker Run for EBS	1,775	CY	$ 40.00	$ 71,000.00
13.	Dense Graded Base	3,900	TON	$ 15.00	$ 58,500.00
14.	Concrete Driveway Apron, 7-Inch Thick	300	SF	$ 14.50	$ 4,350.00
15.	Concrete Sidewalk, 6-Inch Thick	200	SF	$ 12.50	$ 2,500.00
16.	Concrete Sidewalk, 4-Inch Thick	5,400	SF	$ 11.50	$ 62,100.00
17.	Concrete Curb and Gutter, 24-Inch	1,650	LF	$ 19.00	$ 31,350.00
18.	Asphaltic Pavement, 2-Inch Binder Course	550	TON	$ 75.00	$ 41,250.00
19.	Asphaltic Pavement, 2-Inch Surface Course	550	TON	$ 75.00	$ 41,250.00
20.	Detectable Warning Field	80	SF	$ 50.00	$ 4,000.00
21.	Watermain, 8-Inch C-900	1,283	LF	$ 110.00	$ 141,130.00
22.	Watermain, 6-Inch C-900	20	LF	$ 90.00	$ 1,800.00
23.	D.I. Bend, 8-Inch	6	EA	$ 700.00	$ 4,200.00
24.	Watermain Reducer, 8-Inch x 6-Inch	1	EA	$ 700.00	$ 700.00
25.	Watermain Tee, 8-Inch x 6-Inch	1	EA	$ 900.00	$ 900.00
26.	Gate Valve with Box, 8-Inch	2	EA	$ 2,700.00	$ 5,400.00
27.	Gate Valve with Box, 6-Inch	1	EA	$ 1,800.00	$ 1,800.00
28.	Watermain Services 1" Copper	25	LF	$ 45.00	$ 1,125.00
29.	Trucked in Backfill, Watermain	600	TF	$ 5.25	$ 3,150.00
30.	Storm Inlet, 2'x3' Inlet	6	EA	$ 3,500.00	$ 21,000.00
31.	Storm Inlet Manhole, 4-Foot	3	EA	$ 5,600.00	$ 16,800.00
32.	Storm Structure, Rate control	1	EA	$ 5,600.00	$ 5,600.00
33.	Storm Sewer, RCP	1,000	LF	$ 90.00	$ 90,000.00
34.	Storm Sewer, Apron Endwalls	2	EA	$ 1,500.00	$ 3,000.00
35.	Pavement Marking Epoxy, 4-Inch White	2,700	LF	$ 5.50	$ 14,850.00
36.	Pavement Marking Epoxy, ADA Symbol	18	EA	$ 275.00	$ 4,950.00
37.	Permanent Signage	120	SF	$ 80.00	$ 9,600.00
38.	Sign Poles	24	EA	$ 250.00	$ 6,000.00
39.	Erosion Control (Silt Fence, Inlet Protection…)	1	LS	$ 7,500.00	$ 7,500.00
40.	Topsoil, Seed, Fertilize and Erosion Matting	4,500	SY	$ 9.00	$ 40,500.00
41.	Trees	15	EA	$ 700.00	$ 10,500.00
	TOTAL CONSTRUCTION COSTS: Items #1-#41		**Subtotal**		**$ 857,500.00**
	ENGINEERING (10%)				**$ 85,750.00**
	CONSTRUCTION SERVICES (8%)				**$ 68,600.00**
	TOTAL				**$ 1,011,850.00**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Grove Street Pulverization					
1.	Mobilization/Bonds/Insurance	1	LS	$ 8,500.00	$ 8,500.00
2.	Pulverize Existing Pavement and Base	2,046	SY	$ 1.40	$ 2,864.40
3.	Grading and Shaping	1	LS	$ 10,000.00	$ 10,000.00
4.	Excavation Below Subgrade (EBS)	184	CY	$ 20.00	$ 3,680.00
5.	3-Inch Breaker Run with Fabric	184	CY	$ 40.00	$ 7,360.00
6.	Asphaltic Pavement, 1.75-Inch Binder Course	200	TON	$ 75.00	$ 15,000.00
7.	Asphaltic Pavement, 1.75-Inch Surface Course	200	TON	$ 75.00	$ 15,000.00
8.	Dense Graded Base	1,468	TON	$ 15.00	$ 22,020.00
9.	Shouldering, 1-Foot	47	TON	$ 15.00	$ 705.00
10.	Topsoil, Seed, Fertilize and Mulch	100	SY	$ 5.00	$ 500.00
	TOTAL CONSTRUCTION COSTS: Items #1-#10		**Subtotal**		**$ 85,629.40**
	ENGINEERING (10%)				**$ 8,562.94**
	CONSTRUCTION SERVICES (8%)				**$ 6,850.35**
	TOTAL				**$ 101,042.69**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Clark Street West Urbanization					
1.	Mobilization/Bonds/Insurance	1	LS	$ 30,000.00	$ 30,000.00
2.	Traffic Control	1	LS	$ 2,500.00	$ 2,500.00
3.	Utility Line Opening (U.L.O.)	4	EA	$ 600.00	$ 2,400.00
3.	Remove Aspaltic Pavement	5,800	SY	$ 2.00	$ 11,600.00
4.	Remove Conc. Curb & Gutter	630	LF	$ 12.00	$ 7,560.00
4.	Remove Existing Storm Sewer	1	LS	$ 7,500.00	$ 7,500.00
5.	Remove Signage	1	LS	$ 350.00	$ 350.00
6.	Remove and Replace Mailbox	1	EA	$ 175.00	$ 175.00
7.	Tree Removal	1	EA	$ 700.00	$ 700.00
8.	Topsoil Stripping	5,500	SY	$ 2.50	$ 13,750.00
9.	Unclassified Excavation	1	LS	$ 75,000.00	$ 75,000.00
10.	Excavation Below Subgrade (EBS)	2,200	CY	$ 20.00	$ 44,000.00
11.	Breaker Run for EBS	2,200	CY	$ 40.00	$ 88,000.00
12.	Dense Graded Base	5,000	TON	$ 15.00	$ 75,000.00
13.	Concrete Driveway Apron, 7-Inch Thick	150	SF	$ 14.50	$ 2,175.00
14.	Concrete Sidewalk, 6-Inch Thick	250	SF	$ 12.50	$ 3,125.00
15.	Concrete Sidewalk, 4-Inch Thick	6,500	SF	$ 11.50	$ 74,750.00
16.	Concrete Curb and Gutter, 24-Inch	1,300	LF	$ 19.00	$ 24,700.00
17.	Asphaltic Pavement, 2-Inch Binder Course	660	TON	$ 75.00	$ 49,500.00
18.	Asphaltic Pavement, 2-Inch Surface Course	660	TON	$ 75.00	$ 49,500.00
19.	Detectable Warning Field	40	SF	$ 50.00	$ 2,000.00
20.	Adjust Manhole Casting	5	EA	$ 575.00	$ 2,875.00
21.	Watermain, 8-Inch C-900	1,300	LF	$ 110.00	$ 143,000.00
22.	Watermain, 6-Inch C-900	20	LF	$ 90.00	$ 1,800.00
23.	D.I. Bend, 8-Inch	5	EA	$ 700.00	$ 3,500.00
24.	Watermain Tee, 8-Inch x 6-Inch	1	EA	$ 900.00	$ 900.00
25.	Gate Valve with Box, 8-Inch	1	EA	$ 2,700.00	$ 2,700.00
26.	Gate Valve with Box, 6-Inch	1	EA	$ 1,800.00	$ 1,800.00
27.	Trucked in Backfill, Watermain	1,350	TF	$ 5.25	$ 7,087.50
28.	Storm Inlet, 2'x3' Inlet	4	EA	$ 3,500.00	$ 14,000.00
29.	Storm Inlet Manhole, 4-Foot	2	EA	$ 5,600.00	$ 11,200.00
30.	Storm Sewer, RCP	600	LF	$ 90.00	$ 54,000.00
31.	Storm Sewer, Apron Endwalls	1	EA	$ 1,500.00	$ 1,500.00
32.	Pavement Marking Epoxy, 4-Inch White	1,900	LF	$ 5.50	$ 10,450.00
33.	Pavement Marking Epoxy, ADA Symbol	8	EA	$ 275.00	$ 2,200.00
34.	Permanent Signage	50	SF	$ 80.00	$ 4,000.00
35.	Sign Poles	12	EA	$ 250.00	$ 3,000.00
36.	Erosion Control (Silt Fence, Inlet Protection…)	1	LS	$ 7,500.00	$ 7,500.00
37.	Topsoil, Seed, Fertilize and Erosion Matting	6,000	SY	$ 9.00	$ 54,000.00
38.	Trees	0	EA	$ 700.00	$ -
	TOTAL CONSTRUCTION COSTS: Items #1-#38		**Subtotal**		**$ 889,797.50**
	ENGINEERING (10%)				**$ 88,979.75**
	CONSTRUCTION SERVICES (8%)				**$ 71,183.80**
	TOTAL				**$ 1,049,961.05**

* - No Utility Relocation Costs Included

ITEM 5a

Professional Services Agreement

This AGREEMENT (Agreement) is made today June 2, 2020 by and between VILLAGE OF COTTAGE GROVE, WISCONSIN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Cottage Grove Road (CTH BB) and Buss Road Design Services

The scope of the work authorized is: **See Attachment B**

The schedule to perform the work is: Approximate Start Date: 7/1/2019
Approximate Completion Date: 4/30/2020

The estimated fee for the work is: $250,000

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

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

VILLAGE OF COTTAGE GROVE	**MSA PROFESSIONAL SERVICES, INC.**
_____	_____
John Williams	Kevin Lord, P.E., P.L.S.
Village President	Team Leader
Date:_____	Date: 5/28/2020
221 E Cottage Grove Road	1702 Pankratz Street
Cottage Grove, WI 53527	Madison, WI 53704
Phone: 608-839-4704	Phone: 608-242-7779

Village of Cottage Grove – Cottage Grove Road and Buss Road Design Engineering Scope of Services MSA Project #00094092

Project Name: Cottage Grove Road and Buss Road Design Services
Cottage Grove, Dane County

Project Description: The Village of Cottage Grove has been coordinating with developers and the school district on the planned improvements to Cottage Grove Road and Buss Road along with the proposed traffic signal at the intersection. MSA has been assisting during this process starting in 2019 and has completed the survey along Cottage Grove Road and conceptual drawings along the Cottage Grove Road corridor.

More recently, MSA has been working with the Village and the Monona Grove School District on a temporary improvements sufficient for the school district site along Buss Road for the short term duration until the school district has sufficient funds to complete the required widening and full build out of their portion of Buss Road. MSA is also verifying the schedule with the adjacent planned developments to determine the extents of work along Cottage Grove Road.

The Village intends to extend the 4-lane roadway along Cottage Grove Road similar to as it exists near the intersection of Damascus Trail through the intersection with Buss Road and include a traffic signal at the intersection. Ultimately Buss Road is planned to be 4-lanes from the intersection of Cottage Grove Road to Gaston Road however this project will include the ultimate intersection improvements at the intersection of Cottage Grove Road and Buss Road as well as temporary turning lanes and safety improvements along Buss Road in front of the school district property. The current project will conceptually plan for the long term improvements of Buss Road to assist in cost savings for the future to the extent possible.

The project is funded by a combination of Monona Grove School District, Shady Grove LLC, Homburg Equipment Inc., Dane County and the Village of Cottage Grove. The initial overall estimate of the project is between $3,000,000 and $3,500,000 of which approximately 15% is anticipated Village costs.

A. Project Schedule

The schedule is anticipated to bid the project in early 2021 for construction in the summer of 2021 as necessary for the school district opening. MSA has began the survey and conceptual design previously along with preparing the exhibits for the required Buss Road improvements.

B. Scope of Services:

1) MSA will complete the survey as necessary along Buss Road. MSA has coordinated and received the information previously completed for the school district. MSA will combine all information to complete a full base map of the project.

2) MSA will provide the design of Cottage Grove Road to continue the 4-lane roadway from Damascus Trail through the intersection of Buss Road. Improvements along Buss Road will extend beyond the intersection in order to plan for the future roadway expansion of Buss Road. No work is anticipated to affect the cemetery property.

3) MSA will provide a complete signal design for the intersection of Cottage Grove Road and Buss Road.

4) MSA will complete the design for the temporary improvements along Buss Road as approved by the Village and the School District and included in the Developer's Agreement.

5) Required storm sewer work will be included. Additional land acquisition will be planned to be coordinated with any acquisition in anticipation of the full build out of Buss Road.

6) The work is anticipated to be completed as staged construction and the plans will identify the proposed stages.

7) MSA will work with the landowner at the northeast corner of Cottage Grove Road and Buss Road on the land necessary for the Buss Road intersection and expansion of Buss Road. Legal description is included however we are anticipating working with the property owner and not doing a complete land acquisition. Additional services may be necessary depending on the landowners cooperation during the process.

8) MSA will permit the project for construction. Anticipated permits will include a Dane County work in right-of-way permit and a WisDNR Notice of Intent Permit.

9) MSA will coordinate the utility relocations. Anticipated that overhead utilities would be transitioned to underground for the project.

10) Water and sewer will not be extended as part of the project however utility sleeves may be included beneath the intersection of Cottage Grove Road and Buss Road to allow for extensions in the future without affecting the intersection.

11) MSA will advertise and bid the project using Quest online services.

12) MSA will prepare a bid summary, recommendation of award, and contracting the project between the responsible low bidder and the Village.

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

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

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

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

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

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

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

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

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

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

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

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

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

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

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

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

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of INSERT STATE 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.

ITEM 6

Engineer's Report | A Review of Projects in the Community

Village of Cottage Grove, WI

PREPARED BY: Kevin Lord PE/PLS
klord@msa-ps.com

DATE: June 2020 Report

BUSS ROAD / COTTAGE GROVE ROAD INTERSECTION PLAN – MSA has prepared a task order outlining the proposed work for the design to be completed during the fall of 2020 for 2021 construction. MSA has completed a majority of the survey starting back in 2019 along CTH BB along with conceptual drawings.

5TH ADDITION TO WESTLAWN ESTATES – Reviewed the site following a rainfall and some flooding with JJ. Homburg is working with the home owners affected to clean up and fix the problem. Working on roadway work as weather allows.

COTTAGE GROVE COMMONS – Curb and gutter and the binder pavement have been installed. Sidewalk, the final asphalt, storm sewer improvements and restoration are being finished to finalize the public improvements.

VILAS ROAD BIKE PATH CREEK CROSSING – Project has begun and the Contractor has installed the stream diversion for the project. Recent wet weather has slowed the beginning of the project.

VILAS ROAD SEWER AND WATER – Project is being contracted and start dates have not been determined.

SANITARY SYSTEM FLOWS – The flow monitoring equipment will be taken out on June 1st. MSA will analyze the information with respect to the flows to determine pipe capacity and also with respect to I&I (inflow and infiltration) to determine specific sanitary sheds that should be targeted for future reviews of I&I.

WEST PARKVIEW LRIP – Project is complete.

GLACIAL DRUMLIN PATH/CLARK STREET – MSA is working on plans for the grant funded portion in order to keep that portion of the project moving on the WisDOT timeline. MSA has been reviewing the environmental areas of the project and developing a public involvement plan for July. MSA has done preliminary cost estimates for the additional Village portions of the project and will be looking for feedback on timing and extents of these improvements. Utility estimates have yet to be received and may be included with the project and will be discussed with Public Works. JJ has set up a meeting with the Bike Path committee for June 4th to discuss the public involvement plan and to provide an update on the project. Due to the funding the project is on a tight timeframe to meet the planned bid letting currently but can be achieved if reviews are completed timely which is a bit of an unknown in the current situation.

MAIN STREET BIKE PATH PARC GRANT – MSA is awaiting the next round of PARC Grant funding in order to apply for the additional funds to extend the path from Northlawn Drive to the Interstate.

QUARRY RIDGE ESTATES – MSA has been working on the necessary sidewalk pours with the Contractor.

EROSION CONTROL CHECKS – MSA has provided erosion control checks following rainfalls on specific sites in the Village. The Madison Window Cleaners is waiting for grass establishment where the storage buildings and the school site are in different stages of construction.

ITEM 7

Village of Cottage Grove

Department of Public Works

Director's Monthly Report to the Public Works & Properties Committee

June 2nd, 2020

COVID-19 Update

- MSB and Village Hall re-opened on May 27th.

Vilas Rd. Creek Crossing

- RG Huston crews began work last week; rain in the forecast slowing things.

Street maintenance for 2020

- Street crack fill work completed, chipseal and patching contracts are signed; waiting on schedule confirmation.
- Getting pricing on crack fill for sections of bike paths.

Sidewalk maintenance

- Saw-cut work was postponed due to rain, should be happening this week.
- Removal and replacement set for early June as schedule allows.

Camera at Public Works Shop

- Installed last week.
- New signage, clearly outlining what is and isn't allowed.

Stormwater Intern position

- Began work June 1st.

ITEM 8

VILLAGE OF COTTAGE GROVE PUBLIC WORKS & PROPERTIES COMMITTEE
MEETING MINUTES OF MAY 5, 2020

1. **Call to Order at the Former Public Works Building.** The meeting was called to order at 6:01 p.m. by John Williams.

2. **Determine that a quorum is present and that the agenda was properly posted.**
It was determined that a quorum was present and that the agenda had been properly posted. Committee members present were Andy Eberhardt, Mike Hackel, Larry Kieck, Scott Schuerman and John Williams (chair). Also present were Public Works Director JJ Larson, Utility Clerk Kristen Krause, Village Engineer Kevin Lord of MSA and one member of the public.

3. **Public Appearances – Public's opportunity to speak to Committee Members about any item that is not a specific agenda item.**
None.

4. **Old Business**
   a. **Update on lighting improvements at Village Hall and MSB.**
   Larson commented that the lighting improvements are complete and that they are fantastic. The new lights are high efficiency with auto-shut offs and are very bright.

   b. **Discuss Village road salt use and potential pilot program.**
   Since we are no longer in the snow season, Larson will bring this item to a future meeting for discussion.

5. **New Business**
   a. **Discuss and consider installation of security camera at Bonnie Road shop.**
   Due to continuous misuse of the Village's compost site, Larson is recommending that the Village install a security camera on the Bonnie Road shop building. Larson explained that too much staff time is spent going through brush and other various non-compost items that are deposited at the Bonnie Road compost site. He is hoping to use the camera and signage as a way to change this behavior. Larson will be able to log in and see video footage from his laptop. He also conferred with the police chief about following up with any violations that are discovered. **Motion** by Hackel, seconded by Schuerman, to approve spending up to $2,650.00 for the purchase and installation of a security camera on the Bonnie Road shop building. Motion carried with a unanimous voice vote of 5-0-0.

   b. **Discuss and consider Task Order Contract with MSA for work related to the Glacial Drumlin Bike Path project.**
   Lord explained that the project will need an official plat and process for acquiring temporary easements along Clark Street. This Task Order only pertains to the real estate portions for the easements that are related to the grant funded work. The Village is currently in a 3-party agreement with the DOT and MSA. **Motion** by Hackel, seconded by Kieck, to approve the Task Order Contract with MSA for the work related to the Glacial Drumlin Bike Path project. Motion carried with a unanimous voice vote of 5-0-0.

   c. **Discuss Clark Street Reconstruction plan for 2021.**
   Lord gave the committee an overview of the 2021 Glacial Drumlin Bike Path project. The DOT grant that will help fund this work is an 80/20 grant up to approximately $555,000.00 and would be utilized for the bike path portion. The cost of the construction of the bike path came in at approximately $625,000 and Lord explained that the Village wants to maximize the grant funds for this portion. Clark and Grove Street improvements are not included in the grant funded portion of the project, and Lord mentioned the possibility of completing these street improvements in 2022 or as a staggered project with the bike path. Whatever direction the

committee decides, Lord will move forward with getting plans and costs for the Clark and Grove Street improvements. For the grant funded portion of the project, bidding would occur in March of 2021 and bike path construction would likely begin after the annual Fireman's Festival in 2021. No formal action was taken at this time and Lord will continue to update the committee as new information becomes available.

6. **Engineers Report**

Buss Road/Cottage Grove Road Intersection Plan
The school district recently signed the developer's agreement which will allow MSA to start the roadway design work for 2021. Lord will bring the Task Order for the project to the next committee meeting.

5th Addition to Westlawn Estates
Utility work is complete and currently awaiting good weather for the roadway work to begin. MSA is working with MMSD on deed restrictions for future phases at this time.

Cottage Grove Commons
Public utility work has been completed and roadway work is being performed as weather permits.

Vilas Road Sewer and Water
Project has been bid and is awaiting agreement with developer to move forward.

Sanitary System Flows
MSA has installed flow monitoring equipment in specific manholes in the Village and is monitoring these flows along with inflow and infiltration. The monitoring is anticipated to go through May of 2020 and will then be summarized for flows and drainage basins to provide the Village with planning projects to anticipate in the future and when work may be needed.

West Parkview LRIP
Contracting completed and work to be completed the first part of May 2020.

Glacial Drumlin Path/Clark Street
MSA conducted an OPM (Operational Planning Meeting) with Village staff, DOT staff, and utilities to go over the project and anticipated conflicts. MSA provided a map showing the planned project with regards to the grant to maximize the TAP grant amount. Further reconstruction of Clark Street and Grove Street will be discussed as it is anticipated to be a separate project at the least and timing will be discussed. MSA will be presenting a task order for property acquisition purposes for the project as necessary. Utility costs also may be included with the project and will be discussed with Public Works. Funding for the project is currently on a tight time frame in order to meet the planned bid letting but can be achieved if reviews are completed in a timely manner, which is a bit unknown in the current situation.

Main Street Bike Path PARC Grant
MSA prepared a conceptual map to be shared with the Bike Path Committee on March 16. MSA is also looking at parking options and additional street improvements beyond the path limits

Quarry Ridge Estates
MSA and the Village have been continually dealing with neighbors concerned with operating hours and dumping within the quarry area along Matt Pass.

Vilas Road Creek Crossing and Culvert Extension
The culvert extension and bike path extension project area between Weald Bridge and Progress Drive was recently bid and awarded. A pre-construction meeting is the next step.

7. **Directors Report**

COVID-19
Public Works has implemented some new guidelines for staff due to Covid-19 restrictions, including staggered start/finish times, no two people riding in a vehicle at the same time, wiping down vehicles

before and after use, utilizing the same vehicle as much as possible and some staff working from home. Brush collection is currently taking longer due to the Covid-19 restrictions.

Vilas Road Creek Crossing

Bid for this project was recently awarded to R.G. Huston.

West Parkview Repaving Project

Repaving work will be completed by Tri-County Paving in early May.

Southing Grange

Failed asphalt from last year's project was repaired by Wolf Paving in April.

Street Maintenance for 2020

Crack fill and chip seal contracts should go out soon. Work will be done on the east side of the Coyle neighborhood this year. Larson also identified three streets where large asphalt patches are needed and is currently getting pricing for this portion.

Sidewalk Maintenance

Sidewalk maintenance notice letters were sent out to residents the week of April 20th. Saw-cut work is set to begin in mid-May and removal/replacement work is tentatively set to begin late May – early June.

Street Sweeper

The new street sweeper unit arrived in March and has been working great. Staff have almost removed equal tonnage to the entire last year, already in this short period of time.

Stormwater Intern position

Interviews were conducted via phone prior to "Safer at Home" orders, and Zoom interviews were conducted online last week. As of today, we have one candidate offered and accepted.

Glacial Drumlin Bike Path Project (TAP Grant)

The Village had an Operational Planning Meeting on April 24th with MSA, DOT and utilities.

8. **Approve the minutes of the March 3, 2020 Public Works & Properties Committee meeting.**
   Motion by Hackel, seconded by Schuerman, to approve the March 3, 2020 Public Works and Properties Committee meeting minutes as presented. Motion carried with a voice vote of 5-0-0.

9. **Set tentative date for next meeting.**
   The next virtual Zoom meeting is tentatively scheduled for Tuesday, June 2, 2020 at 6:00 pm.

10. **Future Agenda Items**
    - Update on Glacial Drumlin Bike Path project.
    - Discuss and consider Task Order Contract with MSA for the Buss Rd/CTH BB project.

11. **Adjournment**
    Motion by Kieck, seconded by Schuerman, to adjourn at 6:50 pm. Motion carried with a voice vote of 5-0-0.

Respectfully submitted by Kristen Krause, Utility Clerk.
Approved on: __/ __/20__

These minutes represent the general subject matter discussed in this meeting but do not reflect a verbatim discussion of the subjects and conversations that took place.