

**AGENDA FOR SPECIAL COMMON COUNCIL MEETING
SUPERIOR, WISCONSIN
Tuesday, February 14, 2012
4:00 p.m. - Government Center, Board Room 201**

PLEDGE OF ALLEGIANCE

ROLL CALL

A Special meeting of the Common Council was called to consider the following:

1. Public Works Director Goetzman recommending to award the Construction Observation Contract for ESD's pH Control project to Strand and Associates for \$200,000.

If you would like to speak before the Council, please sign your name on the sign-up sheet prior to the Council meeting. Due to requirements of the Wisconsin Open Meetings laws, only matters placed on this agenda may be approved by the Council at this meeting, however, citizens may address the Council regarding items which require no action. No personal attacks on individuals will be allowed, and all comments by members of the public shall be limited to three (3) minutes in length.

Citizens should contact the Mayor, a Councilor, or the City Clerk to have a matter placed on a future Council agenda for consideration.

Pursuant to the Americans with Disabilities Act of 1990, if you are in need of an accommodation to participate in the public meeting process, please contact the City Clerk's Office at (715) 395-7200 prior to the scheduled meeting. The City will attempt to accommodate any request depending on the amount of notice received. TDD (715) 395-7521.

In compliance with Wisconsin Open Meetings Law, this agenda was:

Posted: Government Center, Court House, & Public Library,

Faxed to: Daily Telegram, Public Library, February 13, 2012



Environmental Services Division
Public Works Department

SUPERIOR

WISCONSIN

Living up to our name.

Phone: (715) 394-0392 Ext. 1034

Fax: (715) 394-0406

E-mail: robertss@ci.superior.wi.us

Website: www.ci.superior.wi.us

Office of the Engineering Manager

Steve Roberts

51 E 1st Street

Superior, WI 54880

Memorandum of Recommendation

DATE: February 13, 2012
TO: Mayor Hagen and the Common Council
FROM: Steve Roberts and Jeff Goetzman ~~JSG~~
RE: Award of Construction Phase Engineering Services
UV Disinfection/pH Control project

1. Introduction: It is requested that the Superior Common Council award the UV Disinfection Observation Services contract to Strand and Associates in the amount of two hundred thousand dollars (\$200,000.00)

2. Background/Analysis/Discussion/Scope:

ESD hired an engineering firm, Strand Associates Inc., to perform detailed design for the UV Disinfection project, and specifications were completed last fall to facilitate a competitive construction bid (which was awarded to RJS Construction.) As construction is set to start, the City has reached an agreement with Strand to perform construction oversight services for the project.

Due to their involvement and understanding of the project, it is appropriate to hire Strand Associates for engineering services required during construction. This option will avoid potential discrepancies with the design plan and assure consistent understanding of the project between Contractor and engineer. This option allows the quickest implementation of a plan to maintain compliance with the WPDES permit requirements, maintain good standing with the WDNR and EPA, and maintain schedule with all grant deadlines. This was approved in the recommendation for Preliminary Engineering at the June 2, 2009 meeting of the Superior Common Council.

3. Budget Source/Fiscal Impact:

Construction costs for the project are estimated at \$4,090,000. A Federal Section 154 grant has been awarded to the ESD, up to \$1,236,667, under the Northern Wisconsin Environmental Infrastructure and Resource Protection and Development Program with the federal share of 75% (\$920,000) and the City's share of 25% (\$316,667). An additional grant is available through the WDNR for 10% of the total costs incurred by the City for the project, which will be around \$405,000 after the Section 154 grant. This includes 10% of the cost incurred by the City for construction observation. The City's share of these costs shall be funded by the 2012 Wastewater Enterprise Fund.

4. Alternative and Impacts of Each Alternative

- a. Sole Solicitation - Hire Strand Associates, Inc. to supply Construction Observation Services for the UV Disinfection/pH Control Project.
- b. Advertisement for Bids This option could lead to potential discrepancies with the design plans for the UV Disinfection pH Control project affecting the engineer's ability to effectively observe construction. Soliciting via advertisements would cause the City to miss the required deadline for the grant.
- c. Do Nothing – This option would not allow the City to move forward with the construction project. The ESD is unable to perform construction observations services during construction due to the complexity of the equipment and the technical background required to ensure proper installation. The elimination of required construction observation would also affect the grant available from the WDNR. This option will make the City out of compliance with our WPDES permit and would force WDNR and EPA action, possibly requiring costs far beyond the ones proposed.

3. Recommendation: After careful consideration of the options available, it is the recommendation of the ESD to hire Strand Associates, Inc. for construction observation services, in accordance with the Council approved recommendation for Preliminary Engineering on June 2, 2009.

Recommendation Approved: _____
Mayor Bruce Hagen

Date: _____

Recommendation Denied: _____
Mayor Bruce Hagen

Date: _____

The City of Superior Consultant Services Agreement

This agreement, made this 6th day of December 2011, by and between Strand Associates, Inc. a Corporation, (herein known as 'Consultant'), and the City of Superior, a municipal corporation located in Douglas County, Wisconsin, by and through its Environmental Services Division of Public Works Department, (herein known as 'the City'). The parties to this Agreement shall be bound by the following terms and conditions.

Purpose

The purpose of this Agreement is to provide Construction Phase Engineering Consulting Services for the UV Disinfection/pH Control System.

Background and Objective

To accomplish the first aspect of the project, the ESD proposed a variable pH limit for Ammonia, which was accepted by the DNR. This variable limit requires that we treat our effluent to maintain a pH of 7.2 for Ammonia compliance. To accomplish this task the ESD hired an engineering firm, Strand Associates Inc., to perform detailed design for the project.

Additionally, the City's current disinfection system is aging and is in need of replacement. To this end, the ESD applied for a Federal Section 154 Grant to help fund the engineering and construction costs of replacing the existing Chlorine System with an Ultraviolet Disinfection System. Upon award of the grant, the ESD began the preliminary design process with Strand Associates, Inc. The goal of the UV Disinfection Project, as submitted to the Section 154 selection committee, was to remove the use of elemental gaseous Chlorine and Sulfur Dioxide. Since the Combined Sewage Treatment Plant CSTP2 utilizes the same chlorination system as the Main Plant, part of the preliminary engineering project was to review alternatives for CSTP2 Disinfection.

Once Strand's Design work on the pH control project and their Preliminary work on Disinfection were completed, they were awarded the contract for Detailed Design of the Disinfection Systems, as per the conditions set forth in the preliminary agreement. To facilitate the ease of construction and to reduce overall construction costs to the City, these projects were combined into one.

Scope

The scope services under this agreement includes, all of the tasks, activities and requirements included in Exhibit A, "Scope of Services" and other tasks germane to the scope. By reference, Exhibit A is hereby incorporated into this Agreement, but shall not in any way restrict the services provided by Consultant, nor prohibit the City from requesting other tasks or procedures germane to the Agreement. If other tasks or

procedures are requested that are outside of the scope, additional fees will be negotiated prior to execution of the additional scope services

Term

The term of this agreement is from the date of the agreement through March, 2013.

Services and Fees

Consultant shall provide services not to exceed costs outlined in Exhibit A, attached and incorporated herein by reference. Costs are inclusive of all taxes, fees and applicable expenses, for an amount not to exceed base contract items in Exhibit A in the amount of two hundred thousand dollars and no cents (\$200,000.00). Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

Any changes to fees shall be agreed upon in writing by both parties.

Reimbursement of Expenses

Consultant shall be reimbursed for actual incidental expenses related to the performance of services under this Agreement as approved by the City. Expenses shall include travel, lodging, meals and other expenses identified and approved by the City prior to the expenditure. All other expenditures shall be the sole responsibility of the Consultant.

Payments

Consultant may submit an invoice on a monthly basis during the progress of the work for partial payment on account for work completed and accepted to date, and shall not impose any penalties or interest for amounts invoiced. The invoice shall be itemized and in a form satisfactory to the City, of expenses incurred in the previous period. The City shall pay agreed upon amounts within thirty (30) days of receipt.

Insurance

Consultant shall maintain the appropriate insurance coverage, including but not limited to, Professional Liability coverage, Workman's Compensation insurance and Employer's Liability Insurance, if so required by Wisconsin Statutes. Consultant shall maintain automobile and public liability and property damage insurance against any claim(s) that might occur in carrying out this Agreement. Minimum coverages for \$500,000 single limit liability, or \$250,000 bodily injury per person, and \$500,000 per occurrence and \$250,000 property damage. Such coverage shall be provided by an insurer licensed to do business in Wisconsin and shall remain active for the duration of the agreement. Consultant shall provide proof of coverage upon request of the City.

General Terms and Conditions

- A. **No Relationship.** Consultant understands and agrees that the relationship of Consultant and the City arising out of this agreement is that of a contracted service provider, not an employee or contracted employee of the City of Superior, the Environmental Services Division of Public Works or any other entity within the

- municipality, and therefore, is not entitled to any benefits provided to employees of the City of Superior.
- B. **Taxes.** Consultant will act as an independent contractor and will be responsible for all federal, state and local taxes arising in accordance with this contract, as well as any other taxes, fees or licensing expenses pertaining to these services.
- C. **Confidentiality.** Consultant shall diligently protect the confidentiality of any information, documentation or communication received from the City that contains personal, financial or other information of a confidential nature, and shall not disclose said information to any other persons, organizations or entities without the expressed written approval of the City. The City will identify information that is considered confidential.
- D. **Qualifications.** By accepting this agreement, Consultant represents that the firm possesses the necessary skills and qualifications to perform work under this agreement and is familiar with the practices of the City of Superior, Environmental Services Division. Consultant will comply with all local, state, and federal licensure requirements and will provide proof upon request.
- E. **Legal Relations.** All recommendations, policies, procedures and other communications provided by the Consultant under this agreement will comply with applicable laws, ordinances, rules and regulations promulgated and enforced by the City and any other proper authority having jurisdiction over the conduct of the operations at ESDPW or the City. The Consultant shall comply with and observe federal, state and local laws that may be applicable to the project. In carrying out provisions of this Agreement or exercising power or authority granted to the Consultant thereby, there shall be no personal liability to ESDPW or the City, it being understood that in such matters ESDPW and the City act as representatives of the State. The Consultant is not an agent of the State.
- F. **Assignment of Agreement.** The Consultant shall not subcontract, assign or transfer any part of this work to any other parties without the express written agreement of the ESDPW.
- G. **Claims.** Consultant shall meet with the ESDPW Administrator to attempt to resolve claims, disputes and other matters arising in question arising out of, or relating to this Agreement. Issues not settled are to be presented in writing to the Public Works Director for review and mutual resolution. With the exception of the disputed claim, services shall progress during the period of any dispute or claim.
- H. **Ownership of Documents.** All drawings, specifications, renderings, models, approved copies, manuals and other such documents prepared specifically for the City by the Consultant or any party pursuant to this Agreement shall become the property of ESDPW on completion and acceptance of any of the Consultant's work,

or upon termination of the Agreement, and shall be delivered to ESDPW upon request.

- I. **Indemnifications.** Consultant shall indemnify and hold harmless the City of Superior and ESDPW, its representatives, employees and staff from all claims arising either directly or indirectly from any negligent act, error or omission by Consultant or any of its officers or employees that occur during or arise out of this Agreement to the extent that such claims arise from the Consultant's failure to exercise the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- J. **Final Payment.** No more than ninety-five percent (95%) of the cumulative expense shall be paid to Consultant prior to substantial completion of the project. Prior to final payment, ESDPW shall review project documents, recommendations, tasks and procedures, etc., and all other recommendations submitted by Consultant to determine the satisfaction thereof. Final payment will be made to Consultant within forty-five (45) days of the City's acceptance of services as complete.
- K. **Deficiencies.** Consultant shall not be entitled to payment for services found deficient or failing to conform to the requirements set forth in this agreement, and is not entitled to further payments until corrected to the satisfaction of ESDPW Administrative Manager, or the Director of Public Works. ESDPW will inform the Consultant of any deficiencies and/or items that do not conform to this agreement within thirty (30) days of receipt.
- L. **Termination.** This Agreement may be terminated by either party without cause upon ten (10) days written notice to the other. In the event of termination, Consultant shall be paid for services performed to termination date. The results of the services by Consultant shall immediately be turned over to ESDPW or the City of Superior, and is a condition of final payment.
- M. **Warranty of Documents.** The City shall represent the accuracy of any document that is provided to the Consultant including documents, drawings, procedures, etc., provided to Consultant under this Agreement, and shall not be held liable for the inadequacy thereof. To the greatest extent possible, any document, drawing, procedure, etc., provided by the City for the purposes of the project that cannot be utilized as reliable information by the Consultant shall be noted as such by the City in the transmittal of the material.
- N. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to such matters.
- O. **Modification.** This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

- P. **Force Majeure.** Each party shall be excused from any breach of this Agreement which is caused by war, strike, Act of Nature, or other similar circumstances normally deemed outside the control of well-managed businesses.
- Q. **Governing Law.** The Agreement is construed under the laws of Wisconsin.
- R. **Headings and Captions.** Headings and Captions appear solely for convenience of reference. Such headings and captions are not part of this agreement and shall not be used to construe it.
- S. **Validity.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- T. **Safety And Security.** The Consultant shall at all times perform in accordance with the standard of care to avoid injury or damage to its employees or property. The Consultant shall exercise the applicable necessary precautions for the safety of its employees, and be in compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations. The Consultant's employees will perform services in accordance with the Strand Associates, Inc. Safety Manual.
- The City may halt progress on any project where appropriate safety measures and equipment are not being used or any safety regulations are not being followed. Services will not be permitted to resume until required safety provisions have been made and delays as a result of this provision will not be considered a basis for an increase in the Agreement price or an extension of the completion deadline.
- U. **Appropriation.** State and/or Federal funds may be used to fund all or part of this Agreement. Allowances detailed in the Project scope shall be awarded at ESDPW's discretion, and is subject to available funding, project progress and other terms and conditions as identified by ESDPW. ESDPW will not be held liable for any damages incurred due to changes in State or Federal funding, including (but not limited to) a reduction or cancellation of the project.

In Witness Whereof, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first written.

Signatures

Name: _____

Title: _____

Firm Name: Strand Associates, Inc.

Federal Employee Identification Number: 39-1020718

Address: 910 W. Wingra Drive

Madison, WI 53715

Phone: 608-251-4843

Consultant Signature

Witness

ATTEST: CITY OF SUPERIOR, WISCONSIN

City Clerk

Mayor

Finance Director
Provision has been made to
pay the liability that will
accrue under this contract.

City Attorney



EXHIBIT A

Strand Associates, Inc.
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4849
(F) 608-251-8655

September 28, 2011

Mr. Steve Roberts, Engineering Manager
City of Superior
Environmental Services Division of Public Works
51 E. First Street
Superior, WI 54880

Re: Engineering Bidding- and Construction-Related Services
Disinfection and pH Control
Main Wastewater Treatment Plant and Combined Sewage Treatment Plant 2 Site

Dear Mr. Roberts:

This Proposal presents Strand Associates, Inc.'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing bidding- and construction-related engineering services to the City of Superior, Wisconsin, Environmental Services Division of Public Works (OWNER) for the disinfection and pH control project at the Main Wastewater Treatment Plant and Combined Sewage Treatment Plant 2 site.

Scope of Services

Proposed Services can be described as follows.

Bidding-Related Services

1. Provide one set of electronic bidding documents to OWNER. Submit Advertisement for Bids to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Tabulate and analyze bid results and assist OWNER in the award of the Construction Contract.
4. Prepare five sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration Services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.
2. Prepare Clean Water Fund Grant/Loan Request for Disbursement with contractor pay applications for up to four months.
3. Provide resident project representative for full-time observation of construction. In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but

BJL:\mro\R\MAD\Documents\Agreements\S\Superior, City of (WI)\Disinfection_pH Cntrl.2011\Agr\9901.973.(YF328-1-11).Prpsl.docx

Arizona | Illinois | Indiana | Kentucky | Ohio | Wisconsin

www.strand.com

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ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

4. Provide record drawings in hard copy and electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Proposal.

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with OWNER.
3. Archaeological or Botanical Investigations: Strand will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate proposal with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with OWNER.
5. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided by OWNER and OWNER's geotechnical consultant. If soil borings are required, Strand will assist OWNER in direct procurement of drilling services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of Service by Strand will be provided through a separate proposal with OWNER.

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9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for Strand's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. Strand's cost for such evaluations is not included in the scope of this Proposal. Service of this type by Strand will be provided through a separate proposal with OWNER.
10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through a separate proposal with OWNER.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with OWNER.

Compensation

Services will be provided on an hourly rate basis plus expenses for an estimated fee of \$200,000. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon receipt of notice to proceed which is anticipated during the week of October 4, 2011. Services are scheduled for completion on or about December 30, 2012.

Mr. Steve Roberts, Engineering Manager
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Standard of Care

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand's profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand's Services.

OWNER's Responsibilities

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and shall render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by Strand are supplied for OWNER's general guidance only. Strand has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Mr. Steve Roberts, Engineering Manager
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Changes

1. OWNER may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to Strand for Services performed in the preceding month based upon monthly statements. Nonpayment 30 days after the date of receipt of invoice may, at Strand's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at Strand's option, result in suspension of Services upon five calendar days' notice to OWNER. Strand will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to Strand and where Strand's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Mr. Steve Roberts, Engineering Manager
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Termination

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Strand will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or Strand. Strand's services under this Proposal are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. OWNER and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.


Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between OWNER and Strand arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 608-251-4843 ext. 1067.

Sincerely,

STRAND ASSOCIATES, INC.®


Bradley J. Lake, P.E.
Senior Associate



**Environmental Services Division
Public Works Department**

Phone: (715) 394-0392 Ext. 134
Fax: (715) 394-0406
E-mail: robertss@ci.superior.wi.us
Website: www.ci.superior.wi.us

Office of the Engineering Manager
Steve Roberts
51 E 1st Street
Superior, WI 54880

December 8, 2011

Strand Associates, Inc.
Brad Lake
910 West Wingra Drive
Madison, WI 53715

RE: NOTICE TO PROCEED
UV Disinfection/pH Control Project
Construction Phase Consultant Services

The City of Superior has advertised the Disinfection and pH Control Project designed by Strand Associates, Inc. on November 11 and 18, 2011. The bid date for this project has been established as December 2, 2011. Strand Associates, Inc. has submitted a September 28, 2011 dated proposal for bidding and construction services for this project to the City.

The City is issuing this letter as a "Notice to Proceed" for the necessary interim engineering services involved during the bidding process until a written agreement can be signed by both the City and Strand Associates, Inc."

Fees incurred during the interim will be applied to the total estimated cost of the observation services. Any items outside of the proposal that were agreed upon prior, will not apply towards the total estimated cost of the observation services.

Included as an attachment are the rates and individuals anticipated to be used during this interim time.

Kindest Regards,

Steve Roberts
ESD Engineering Manager

SR/nw

Enclosure: None

C (e-distribution): Nick Williams, Jeff Goetzman, Jean Vito, Nancy Brown, All ESD Managers

Williams, Nick

From: Lake, Bradley <Bradley.Lake@strand.com>
Sent: Monday, November 28, 2011 4:00 PM
To: Williams, Nick
Subject: RE: Project Team Billing Rates

See in red below.

From: Williams, Nick [<mailto:williamsn@ci.superior.wi.us>]
Sent: Monday, November 28, 2011 3:38 PM
To: Lake, Bradley
Subject: RE: Project Team Billing Rates

Do you have the personnel names that would most likely be working on it? Thanks.

Nick Williams
Engineering Technician
City of Superior
Environmental Service Division
51 E. 1st. Street
(715) 394-0392 EXT. 109

From: Lake, Bradley [<mailto:Bradley.Lake@strand.com>]
Sent: Monday, November 28, 2011 2:58 PM
To: Williams, Nick; Roberts, Steve
Subject: Project Team Billing Rates

Nick/Steve,

The current hourly rates for the key project members who will be spending the majority of the time on this project include:

Project Manager = \$122/hr Bradley Lake
Structural Engineer = \$86/hr Keith Behrend
Electrical Engineer = \$85/hr Dave Gohdes
Construction Observer = \$85/hr Unknown at this time
HVAC Engineer = \$77/hr Cam Klein
Secretarial = \$73/hr Anyone of several secretary's
Drafting = \$59/hr Chris Zachman

I will need to involve engineers with higher billing rates on an as-need basis to answer questions for younger engineers, perform QA/QC roles, etc. But the vast majority of the time will be spent by project team members with the current billing rates as noted above.

Bradley J. Lake, P.E.
Strand Associates, Inc.
(608) 251-4843

Hourly Billing Rates

Principal Engineer	\$246 to \$364
Senior Project Manager	\$151 to \$255
Project Managers	\$ 79 to \$176
Project Engineers and Scientists	\$ 67 to \$136
Engineering Technicians and Draftspersons	\$ 47 to \$117
Office Production	\$ 73 Average