



Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

***** AMENDED *****

AGENDA

SPECIAL COMMON COUNCIL MEETING

Members

- Alderperson Christianson
- Alderperson Guthrie
- Alderperson Keymer
- Alderperson Olson
- Alderperson Birr
- Alderperson Donahue
- Alderperson Kneebone
- Alderperson Shuda
- Alderperson Lang
- Alderperson Moldenhauer
- Alderperson Morrow

Date and Time:	May 26, 2026 6:00 PM	Location:	Community Room 933 Michigan Avenue, Stevens Point, WI
			<u>OR</u>
			<u>Zoom Teleconferencing</u>
			Meeting ID: 856 8039 6809 Passcode: 318176
			By Computer: Zoom Link
			By Phone: +1-312-626-6799 (US Chicago)

Agenda

1. Roll Call.

Consideration and Possible Action on the Following:

2. Resolution - Establishing Alternate In-Person Absentee Voting Location.
3. Designation of Official Newspaper.
4. To award the bid for construction of the New City Hall for City of Stevens Point project, including base building and all alternates, to Miron Construction Co., Inc out of Neenah, WI for an amount not to exceed \$14,802,329.30.
 - a. Base Bid - Complete Construction of Base Building
 - b. Alternate No. 1 - Parking Garage
 - c. Alternate No. 2 - Rooftop Patio
 - d. Alternate No. 3 - Generator w/ Backup
 - e. Alternate No. 4 - Solar Panels (base bid)
 - f. Alternate No. 5 - Solar Panels (parking)
 - g. Alternate No. 6 - Bird Friendly Glass
 - h. Alternate No. 7 - Irrigation System
5. *** To award the contract for third party Special Inspections (Soil Compaction Testing/Construction Materials Testing), as required per the Commercial Building Code, with ECS Midwest LLC out of De Pere WI for a do not exceed amount of \$165,000.

6. Approval of a Task Order with Stantec Environmental for remedial action oversight during construction for the New City Hall project.
7. Adjournment.

RMC – Revised Municipal Code

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

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

RESOLUTION

**Establishing Alternate In-Person Absentee Voting Location
for August 11 and November 3, 2026, Elections**

WHEREAS, voting is a right which forms the foundation of a healthy democracy; and

WHEREAS, the goal of the Stevens Point City Clerk's Office is that each eligible voter will be able to cast a ballot and have that ballot counted; and

WHEREAS, municipalities may elect to designate an alternative site for electors to request and vote an in-person absentee ballot; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Stevens Point chooses to make in-person absentee voting more accessible by establishing the following in-person absentee voting location and hours for the August 11, 2026, Election:

City Hall – First Floor Conference Room, 1515 Strongs Avenue

7:30 a.m. to 4:00 p.m., Monday through Friday, July 28, 2026, through August 6, 2026.

7:30 a.m. to 5:00 p.m., Friday, August 7, 2026.

and the following in-person absentee voting location and hours for November 3, 2026, Election:

City Hall – First Floor Conference Room, 1515 Strongs Avenue

7:30 a.m. to 4:00 p.m., Monday through Thursday, October 20, 2026, through October 29, 2026.

7:30 a.m. to 5:00 p.m., Friday, October 23 and October 30, 2026

This resolution shall take effect upon Council approval and remain in place until October 30, 2026.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: May 18, 2026
Adopted: May 26, 2026

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



Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
 Fax: 715-346-1683

May 19, 2026

To: Common Council

Subject: Designation of Official Newspaper

Every year, we are required by State Statute to solicit bids for newspaper publications and designate an official newspaper. This year, we received one bid, from our existing official newspaper, the Stevens Point Gazette. Their bid is attached. The following is a breakdown of the changes in price:

In Column Legal Notice Fees:

	New Bid	Previous	Percentage Change
First Insertion/Line	0.8317	0.8176	1.72%
Subsequent Insertion/Line	0.6570	0.6559	0.17%

Display Legal Notice Fees:

	New Bid	Previous	Percentage Change
First Insertion/Inch	8.48	8.10	4.69%
Subsequent Insertion/Inch	7.60	7.60	0.00%

PORTAGE COUNTY Gazette

April 14, 2026

Susan Pagel
City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI 54481

Dear Ms. Pagel,

The Stevens Point Gazette hereby submits the following bid to publish the council proceeding and legal notices for the coming year.

In-column Legal Notice Fees:

Fees for publishing Legal Notices in the classified section are calculated on a per line basis. The Stevens Point Gazette utilizes a 1.5 inch column and six columns per page. As of April 2012, all Wisconsin newspapers were required to use Arial font. Using a six point typeface, 10.2 lines per inch, and our bid is as follows:

First Insertion charges is \$.8317 per line
Subsequent insertion charge is \$.6570
Affidavit change \$0.00

Display Legal Notice Fees:

Fees for publishing legal notices as classified display ads are calculated on a per column inch basis.

First insertion charge is \$8.48 per column inch
Subsequent charge is \$7.60 per column inch
Affidavit charge \$0.00

The Stevens Point Gazette classified section uses a six column format which is much wider than many competing newspapers. The width difference should be taken into consideration when comparing rate quotes since the billable lines per page in the Stevens Point Gazette may be a fraction of many competitors.

If you have any questions on the above, please contact me at your convenience.

Sincerely



Ernie Neuenfeldt
Stevens Point Gazette General Manager
Email: eneuenfeldt@mmclocal.com
Cell Phone: (715)252-9601



To: Finance Committee and Common Council
From: Jarod Kivela, Director of Community Development
Date: May 21, 2026
RE: New City Hall – Construction Bid Award, 1039 Ellis Street

1. Bid Summary

Bids for the New City Hall for City of Stevens Point project were publicly opened on May 19, 2026. A total of 8 bids were received.

- 1) Altman Construction Company Inc.
- 2) Immel Construction
- 3) The Boson Company Inc.
- 4) SMA Construction Services
- 5) Scherrer Construction Co. Inc
- 6) 8-Pine
- 7) Ellis Construction
- 8) Miron Construction Co. Inc

Each bid included a base bid and multiple alternates. A complete bid tabulation is attached as a supplemental exhibit to this memo.

2. Bid Review and Verification

Following the bid opening on May 19th, staff conducted an initial review of all submitted bids. A more detailed review was completed during a staff and architect meeting on May 20, 2026. During that review, staff and the project architect, Justin Marquis of Somerville, Inc., examined each submission for completeness and compliance, including:

- Bid bonds
- Proposed completion dates
- Required affidavits and certifications
- All other required submittal items

www.stevenspoint.com

Open Records Information: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

All bids reviewed were determined to be complete and in conformance with the project specifications and bid requirements. The low bid was examined in more detail to ensure accuracy, completeness, and compliance so that staff and the architect could make a confident recommendation to the council.

3. Staff Recommendation – Bid Award

After thorough review of all construction bids, staff and the project architect recommend award of the construction contract for the New City Hall for City of Stevens Point project, including the base bid and all alternates, to:

Miron Construction Co., Inc.

Base Bid and All Alternates: \$13,456,663

Requested Amount Not to Exceed: \$14,802,329.30

this includes the 10% contingency

The amount above includes a 10% construction contingency. The City has historically applied a 15% contingency on construction projects; however, given the nature and status of this project, staff does not anticipate that level of contingency will be necessary and recommends the reduced 10% figure. While the contingency is there if its needed, there is the obvious hope that we do not need to utilize any of it.

NOTE: The base bid, all alternates, special inspections, and the 10% contingency remains under the \$15 million threshold that was set for building/construction portion of this project.

4. Project Cost Summary

In addition to the construction contract, staff is providing a comprehensive project cost summary spreadsheet as a supplemental document. The spreadsheet details three categories of project expenditures:

- Costs incurred to date (already expended)
- Anticipated future costs (confirmed or under contract)
- Estimated costs not yet formally determined

Items in the estimated category include, but are not limited to: interior and exterior signage, audio/visual equipment, furniture, security equipment, IT equipment, window treatments, and other owner-furnished items. These figures are based on staff estimates and will be refined as procurement for those items advances.

Attachments:

- *Bid Tabulation – New City Hall for City of Stevens Point*
- *OPC Summary Spreadsheet*



CONTRACTORS	Bid Security	Performance/Payment Bond	Contractor Qualification Statement INCLUDING FINANCIAL STATEMENTS	Supplementary Bid Form within 24 hours	Substantial Completion	Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4	Addendum No. 5	BASE BID Complete Construction	Alternate No.1: Parking Garage	Alternate No.2: Rooftop Patio	Alternate No.3: Generator w/ backup	Alternate No.4: Solar Panels (base bid)	Alternate No.5: Solar Panels (Parking)	Alternate No.6: Bird Friendly Glass	Alternate No.7: Irrigation System	Voluntary Alternate: 4 & 5 together	GRAND TOTAL	CONTRACTORS
Miron Construction	x	x	x	X	6/1/2027	x	x	x	x	x	\$ 11,943,000	\$ 959,032	\$ 64,318	\$ 28,173	\$ 269,480	\$ 95,524	\$ 49,016	\$ 48,120	\$ -	\$ 13,456,663	Miron Construction
Immel Construction	x	x	x	X	6/1/2027	x	x	x	x	x	\$ 12,548,000	\$ 1,056,592	\$ 64,537	\$ 35,434	\$ 217,268	\$ 125,301	\$ 54,349	\$ 49,061	\$ -	\$ 14,150,542	Immel Construction
The Boson Company	x	x			9/1/2027	x	x	x	x	x	\$ 12,478,700	\$ 1,064,038	\$ 70,000	\$ 30,000	\$ 420,500	\$ 232,500	\$ 54,000	\$ 64,000	\$ -	\$ 14,413,738	The Boson Company
Scherrer Constructiton	x	x	x		6/1/2027	x	x	x	x	x	\$ 12,714,784	\$ 1,187,000	\$ 74,000	\$ 28,000	\$ 265,000	\$ 137,000	\$ 49,000	\$ 54,000	\$ -	\$ 14,508,784	Scherrer Constructiton
SMA	x	x	x		6/1/2027	x	x	x	x	x	\$ 12,850,000	\$ 1,140,000	\$ 90,000	\$ 29,000	\$ 276,000	\$ 145,000	\$ 45,000	\$ 52,000	\$ -	\$ 14,627,000	SMA
Ellis Construction	x	x			8/1/2027	x	x	x	x	x	\$ 13,638,000	\$ 1,075,000	\$ 60,000	\$ 28,500	\$ 262,500	\$ 151,000	\$ 49,500	\$ 49,500	\$ -	\$ 15,314,000	Ellis Construction
Altmann Construction	x	x	x		6/1/2027	x	x	x	x	x	\$ 13,510,000	\$ 1,452,000	\$ 88,500	\$ 36,500	\$ 222,500	\$ 128,500	\$ 56,000	\$ 50,300	\$ (41,000)	\$ 15,503,300	Altmann Construction
8 Pine Inc.	x	x	x		6/1/2027	x	x	x	x	x	\$ 14,098,000	\$ 1,081,390	\$ 72,400	\$ 30,370	\$ 274,686	\$ 142,278	\$ 55,274	\$ 49,900	\$ -	\$ 15,804,298	8 Pine Inc.
Estimate \$12.9 - \$14 M including garage																					Estimate \$12.9 - \$14 M including garage

design matters

2120 Riverside Drive
 Green Bay, WI 54301

920.437.8136
somervilleinc.com

City of Stevens Point
New City Hall

Stevens Point, WI
5/20/2026



PAST APPROVALS			Amount Spent to Date	
Existing building demolition and underground tank removal		\$ 344,885	\$ 299,900	
Architect/Engineer (A/E) Fees (% of construction cost)	Per Contract 5.50%	\$ 740,116	\$ 566,253	including reimbursable expenses
Site Surveying	Completed	\$ 3,875		Amount spent to date included in A/E Fees spent to date
Site/Civil Engineering		\$ 18,600		Amount spent to date included in A/E Fees spent to date
Environment Engineering and Abatement (Stantec)		\$ 53,712	\$ 53,712	
Document printing/mailing	Est	\$ 5,000		Amount spent to date included in A/E Fees spent to date
Agency Approval Fees (Site Plan & Building)	Est	\$ 3,000		Amount spent to date included in A/E Fees spent to date
PAST APPROVALS TOTAL		\$ 1,169,188	\$ 919,865.00	TOTAL Amount Spent To Date

APPROVAL REQUEST - 5/26/26 - Building Construction Cost				
BASE BID CONSTRUCTION COST	(Miron Construction)	\$ 11,943,000	\$ -	
Alternate 1 - Indoor Parking Garage		\$ 959,032	\$ -	
Alternate 2 - Rooftop Patio		\$ 64,318	\$ -	
Alternate 3 - Generator Upsize w/ emergency connections		\$ 28,173	\$ -	
Alternate 4 - Solar Panel over Base Bid		\$ 269,480	\$ -	
Alternate 5 - Solar Panel over indoor parking garage (Alt1)		\$ 95,524	\$ -	
Alternate 6 - Bird Screen		\$ 49,016	\$ -	
Alternate 7 - Landscape Irrigation System		\$ 48,120	\$ -	
SUBTOTAL		\$ 13,456,663	\$ -	
Construction Phase Contingency (percent of construction bid amount and alternates)	10.00%	\$ 1,345,666	\$ -	
Environmental Remedial Action Oversight by Stantec	estimate	\$ 10,000	\$ -	
Special Inspections Required by DSPS (Cost by Owner) including 10% contingency	Hourly not to exceed	\$ 165,000	\$ -	
APPROVAL REQUEST TOTAL		\$ 14,977,329		

ESTIMATED FUTURE APPROVALS - FIXTURES, FURNITURE, EQUIPMENT, AND MISCELLANEOUS				
Furnishings		\$ 850,000		estimate (future capital expenditure request if more furniture is required)
Kitchen Appliances	4 @ \$1,000 each	\$ 4,000		estimate
Interior Graphics	6 @ \$5,500 each	\$ 33,000		estimate
Interior Wayfinding Signage (ADA)		\$ 10,000		estimate
Artwork (assumes reuse of most interior artwork)	10 @ \$300 each	\$ 3,000		estimate
Exterior Signage (Monument and Building)	2 @ \$7,500 each	\$ 15,000		estimate
Hardware (Security, AV, IT)		\$ 300,000		estimate
Wiring & Infrastructure (Security, AV, IT)		\$ 170,000		estimate
Utilities (e.g. fiber, telecomm, electrical, water, gas)		\$ 39,800		estimate
SUBTOTAL		\$ 1,424,800		
Owner Contingency (City Standard)	10.00%	\$ 142,480		
ESTIMATED FUTURE APPROVAL REQUEST TOTAL		\$ 1,567,280		
TOTAL ESTIMATED PROJECT COST		\$ 17,713,798	total contingency amt. (construction + estimate) \$ 1,488,146	

May 20th, 2026

Mayor Mike Wiza
City of Stevens Point
1515 Strongs Ave
Stevens Point WI, 54481

Subject: New City Hall Construction Bids Review

Dear Mayor Wiza,

We have reviewed the contractor submitted bids for the New City Hall project that were delivered and publicly opened on 5/19/2026 at 2:00pm. We have verified the information provided by the bidding contractors conforms with the requirements indicated in the contract documents. Miron Construction appears to be the lowest qualified bidder that provided all required documents.

We have also attached a bid tabulation sheet indicating the amounts of each submitted bid for your reference.

Sincerely,

Justin Marquis

Justin Marquis, NCARB, AIA
Project Architect

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



Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
 Fax: 715-346-1683

May 21, 2026

To: Common Council

Subject: Projected Property Tax Impacts of City Hall Project

Now that we have received bids for City Hall construction, I am able to provide an updated projection on property tax impacts. As you may remember, we already phased in half of the projected property tax impact for the December 2025 tax bills, so now we would be looking to phase in the other half.

Previously, we had estimated a total cost of \$17,400,000 of the entire project, including demolition of 1039 Ellis St., environmental remediation, design, and construction. The updated all-in estimated project cost is now \$17,713,798. However, note that this does include a total of \$1,488,146 of project contingency for unexpected items. Since we do not expect to use this entire amount, I am comfortable with sticking to the previous projection of \$17,400,000. If we do, the projected property tax impacts would be as follows:

	Per \$100k Value	Median House \$194k
Remaining Half of City Hall	\$45	\$88
Base 4.5% Increase	\$44	\$85
Total Dec 2026 Impact	\$89	\$173

In addition, the current plan is to include the \$850,000 in furniture in the 2027 capital budget, and offset that expense by reducing other capital projects. If this is the direction we go, the updated projections would be as follows:

	Per \$100k Value	Median House \$194k
Remaining Half of City Hall	\$41	\$80
Base 4.5% Increase	\$44	\$85
Total Dec 2026 Impact	\$85	\$165

Note that these are projections at this point. At this time of the year, I am still waiting for more information related to tax base and TIF District values in order to make more exact calculations.



To: Finance Committee and Common Council

From: Jarod Kivela, Director of Community Development

Date: May 21, 2026

RE: Authorization to Execute Contract — Construction Materials Testing & Special Inspection Services, New City Hall Project

The Community Development Department respectfully requests authorization to execute a professional services contract with ECS Midwest, LLC for construction materials testing and special inspection services associated with the new City Hall project at 1039 Ellis Street.

Background

The 2021 International Building Code, as recently adopted in Wisconsin, introduced new requirements for third-party construction materials testing and special inspection services on commercial building projects of this type. As a result, the City solicited proposals for these services. Due to the specialized nature of this work, the pool of qualified providers in Wisconsin is limited, and staff received two proposals in response.

Proposal Summary

The two proposals received were as follows:

- ECS Midwest, LLC (De Pere, WI): approximately \$55,000
- Alternate Proposer: approximately \$150,000

The significant difference in estimated costs warrants some rationale.... Both contracts are structured on a time-and-materials basis, meaning the City is ultimately billed for actual hours and services rendered as inspections are required throughout construction, not a fixed lump sum. Without a finalized construction schedule available to proposers at the time of solicitation, each firm estimated the anticipated scope independently. One firm estimated conservatively; the other estimated on the higher end. As an example, if actual inspection activity ultimately totals \$75,000 in billable work, the City would pay \$75,000 regardless of which firm is under contract. The estimates reflect differing assumptions, not differing scopes or service levels.

www.stevenspoint.com

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Budget Authorization

Staff is requesting budget authorization of \$165,000, reflecting the higher of the two estimates plus a 10% contingency. Special inspections under the 2021 IBC are not discretionary, required inspections must occur at specific construction milestones and cannot be deferred or skipped without jeopardizing code compliance and project progress. Staff must have the flexibility to schedule inspections as construction demands, without delay. Budgeting to the higher estimate with contingency ensures that project momentum is not interrupted by the need to return to the Finance Committee or Common Council for additional authorization mid-construction.

Recommendation

Staff recommends authorization to execute a professional services contract with ECS Midwest, LLC consistent with Proposal No. 59:8070, dated May 5, 2026. Staff is comfortable with the qualifications of both firms; however, ECS Midwest is recommended based on their lower estimated fee and an existing working relationship with the City on a prior project.

Requested Action

Motion to authorize staff to execute a professional services agreement with ECS Midwest, LLC for construction materials testing and special inspection services associated with the new City Hall project, and to authorize a project budget not to exceed \$165,000 for this scope of work, with the City Attorney authorized to make such modifications to the contract as may be necessary prior to execution.



AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS Midwest, LLC ("ECS") is pleased to provide the professional services outlined in the scope of services below. The parties executing this agreement on behalf of ECS and Client respectively, hereby represent and warrant to the other party that they have full authority to execute this Agreement. By signing below, Client confirms Client's authorization for the services requested, and Client's agreement to the incorporated Terms and Conditions under which the services will be provided, a copy of which are attached hereto and incorporated herein by reference.

PROJECT INFORMATION

Table with 4 columns: Field, Value, ECS Proposal No., and Value. Rows include Project Name, Street Address, and City, State Zip code.

CLIENT INVOICE INFORMATION

Table with 4 columns: Field, Value, Field, and Value. Rows include Client Firm/Entity, Address, and City, State Zip code.

PROPOSED SCOPE OF SERVICES

Table titled 'CONSTRUCTION MATERIALS TESTING SERVICES' with columns: FIELD SERVICES, Quantity, Total Units, Rate Units, and Fee. It lists various services like Site, Concrete, Special Inspections, and Travel and Equipment with their respective costs.

LABORATORY TESTING	Quantity		Total Units	Rate Units	Fee
Soils (1705.6)					
Modified Proctor ASTM D1557			2 tests	\$185.00 / test	\$ 370.00
Sieve Analysis, incl. finer than #200 (washed)			2 tests	\$105.00 / test	\$ 210.00
Natural Moisture Content (ASTM D2216, AASHTO T265)			2 tests	\$20.00 / test	\$ 40.00
Concrete (1705.3)					
Compressive Strength, Concrete Cylinders	30 sets	5 cylinders/set	150 cylinders	\$17.00 / each	\$ 2,550.00
LABORATORY TESTING Subtotal:					\$ 3,170.00
ENGINEERING/PROJECT MANAGEMENT	Quantity		Total Units	Rate Units	Fee
Principal Engineer (P.E.)			13.5 hours	\$175.00 / hour	\$ 2,362.50
Project Manager			21 hours	\$110.00 / hour	\$ 2,310.00
Administrative Associate			14 hours	\$48.00 / hour	\$ 672.00
ENGINEERING/PROJECT MANAGEMENT Subtotal:					\$ 5,344.50
CONSTRUCTION MATERIALS TESTING SERVICES ESTIMATED TOTAL FEES:					\$ 45,625.60

BUILDING SCIENCE TESTING & INSPECTION SERVICES 1705.16 & 1705.17					
FIELD SERVICES:	Quantity		Total Units	Rate Units	Fee
Special Inspections/Testing					
Visual Condition Survey (PM)	4 trips	6 hours/trip	24 hours	\$150.00 / hour	\$ 3,600.00
Destructive Testing (PM)	1 trips	6 hours/trip	6 hours	\$150.00 / hour	\$ 900.00
Destructive Testing (Tech)	1 trips	6 hours/trip	6 hours	\$100.00 / hour	\$ 600.00
Travel and Equipment					
Travel Time	6 trips	3 hours/trip	18 hours	\$65.00 / hour	\$ 1,170.00
Mileage			1,080 miles	\$0.85 / mile	\$ 1,071.00
FIELD SERVICES: Subtotal:					\$ 7,341.00
ENGINEERING/PROJECT MANAGEMENT	Quantity		Total Units	Rate Units	Fee
Principal Engineer (P.E.)			8 hours	\$175.00 / hour	\$ 1,400.00
Project Manager			6 hours	\$150.00 / hour	\$ 900.00
ENGINEERING/PROJECT MANAGEMENT Subtotal:					\$ 2,300.00
BUILDING SCIENCE TESTING & INSPECTION SERVICES ESTIMATED TOTAL FEES:					\$ 9,641.00
TOTAL ESTIMATED FEES:					\$55,266.00

FEE SCHEDULE

FIELD SERVICES:

Unit Rate

1. Field Technician	\$ 65.00/hour
2. Senior Field Technician	\$ 70.00/hour
3. Nuclear Gauge Rental	\$ 55.00/day
4. DCP Rental	\$ 38.00/day
5. Concrete Equipment Rental	\$ 27.00/day
6. Mileage	\$ 0.85/mile

LABORATORY TESTING

1. Standard Proctor (ASTM D698)	\$ 165.00/test
2. Modified Proctor ASTM D1557	\$ 185.00/test
3. Maximum/Minimum Relative Density (ASTM D4353/D4354)	\$ 150.00/test
4. Sieve Analysis, incl. finer than #200 (washed)	\$ 105.00/test
5. Percentage Passing #200 (ASTM D1140)	\$ 70.00/test
6. Atterberg Limits Testing (ASTM D4318)	\$ 95.00/test
7. Porous Falling Head Permeability, ASTM D5084 Method B	\$ 400.00/each
8. Compressive Strength, Concrete Cylinders	\$ 17.00/each
9. Compressive Strength Cylinders (Cast by Others)	\$ 40.00/each
10. Compressive Strength, Grout Prisms	\$ 21.00/each
11. Compressive Strength, Grout Cubes	\$ 21.00/each

ENGINEERING/PROJECT MANAGEMENT


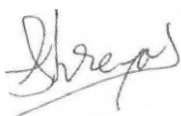
1. Senior Principal Engineer	\$ 260.00/hour
2. Principal Engineer (P.E.)	\$ 175.00/hour
3. Project Manager	\$ 110.00/hour
4. Assistant Project Manager	\$ 90.00/hour
5. Administrative Associate	\$ 48.00/hour
6. Facilities Associate	\$ 150.00/hour

Work Authorized By:

Signature:		Date:	
Print Name:		Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented

For ECS Midwest, LLC

	Date:	05/05/2026		Date:	05/05/2026
Troy A Vetort P.E. Office Manager			Shreyas Chamanthula CMT Staff Project Manager I		



ECS MIDWEST, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment will cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoice amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



To: Finance Committee and Common Council

From: Jarod Kivela, Director of Community Development

Date: May 21, 2026

RE: Authorization to Execute Task Order — Remedial Oversight & Documentation Services, 1039 Ellis Street

As the Council is aware, environmental site investigation work conducted at 1039 Ellis Street identified soil contamination consistent with the site's historical industrial use. Stantec previously completed Phase I and Phase II Environmental Site Assessments for the property, which identified exceedances of Wisconsin Department of Natural Resources (WDNR) direct contact standards for certain metals and polycyclic aromatic hydrocarbons (PAHs). In response, Stantec developed a Remedial Action Plan (RAP) and Material Management Plan (MMP) for the site, both of which have been submitted to and approved by the WDNR. Those plans govern how contaminated soils must be handled, managed, and documented during construction.

With construction of the new City Hall now moving forward, the City is required to have qualified environmental staff on-site during soil excavation activities to ensure construction crews adhere to the approved RAP and MMP, and to document that compliance for the WDNR's contaminant case file.

Scope of Services

The proposed task order covers two components of work:

Task 1 — Remedial Oversight & Documentation (\$4,500): Stantec field staff will be on-site during soil excavation and beneficial reuse activities, conducting up to three site visits to document compliance with the approved RAP and MMP. This task also includes preparation of a waste profile with a local non-hazardous waste landfill for any soil exceeding WDNR standards that cannot be reused on-site.

Task 2 — Remedial Action Documentation Report (\$5,500): Following construction, Stantec will prepare a summary report of remedial actions completed at the site in accordance with Chapter NR 724.15, for inclusion in the WDNR's contaminant case file.

Contract Structure

www.stevenspoint.com

Open Records Information: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

This task order is issued under the existing Master Services Agreement between the City of Stevens Point and Stantec Consulting Services, Inc., dated October 5, 2017. Work is estimated to commence June 1, 2026 with an estimated completion of December 1, 2026. The contract is structured on a time-and-materials basis with a total probable cost of \$10,000.

Recommendation

Staff recommends authorization to execute the task order with Stantec Consulting Services, Inc. in an amount not to exceed \$10,000. Stantec has been the City's environmental consultant of record for this site throughout the investigation and remediation planning process, and their continuity on the project through the construction phase is essential to maintaining compliance with the WDNR-approved plans.

Requested Action

Motion to authorize the Community Development Director to execute a task order with Stantec Consulting Services, Inc. for remedial oversight and documentation services at 1039 Ellis Street, in an amount not to exceed \$10,000, with the City Attorney authorized to make such modifications to the task order as may be necessary prior to execution.

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF STEVENS POINT

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: June 1, 2026

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated October 5, 2017) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CITY OF STEVENS POINT ("CLIENT") for Services to be provided by STANTEC on the 1039 Ellis Street Investigation project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Mr. Jarod Kivela - Community Development Director

SERVICES: STANTEC shall perform the following SERVICES:

Refer to the Attachment A: Proposal for Remedial Oversight, 1039 Ellis Street, Stevens Point, Wisconsin

(hereinafter called the "SERVICES")

CONTRACT Commencement Date: June 1, 2026

TIME:

Estimated Completion Date: December 1, 2026

Date:

CONTRACT Subject to the terms below, CLIENT will compensate STANTEC as follows:

PRICE:

Refer to the attached Proposed Workscope and Cost Estimate included in **Attachment A** for the probable costs associated with this Task Order.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

Note that the limit of liability for this task, as stated in the Probable Schedule and Cost section of the proposal, is different than what is stated in the MSA and supercedes the amount listed in the MSA.

Limitation of Liability for Phase I ESAs: The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Stantec. It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the

lesser of professional fees paid to Stantec for the SERVICES or \$50,000.00. No claim may be brought against Stantec more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Stantec Rate Table 1, provided as **Attachment B**.

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

CITY OF STEVENS POINT

Jarod Kivela
Community Development Director

Print Name and Title

Signature _____

STANTEC CONSULTING SERVICES INC.

Lynelle P. Ciane
Associate

Print Name and Title

Signature  _____

Attachment A

Exhibit A

Work Scope & Fees

1039 Ellis Street Site, Stevens Point, WI

Per our phone and email correspondences, Stantec Consulting Services, Inc. has prepared this task order and is requesting approval to commence with remedial action activities at 1039 Ellis Street (parcel: 281240832202055) (the Site) in the City of Stevens Point, Wisconsin (City). The additional work to be completed at the Site includes the following:

Task 1: Remedial Oversight & Documentation:

This task is associated with Stantec field staff time and materials to be onsite to document and communicate remedial actions associated with the project during construction. This includes communicating with construction crews hired by the City and documenting their adherence to the Remedial Action and Material Management Plans (RAP & MMP) developed for the Site. The task will assume conducting up to three separate visits to the Site during soil excavation and beneficial reuse to document the process for Wisconsin Department of Natural Resources (WDNR) reporting. The task will also include preparation of a waste profile with a local non-hazardous waste landfill to handle a limited quantity of soil exceeding WDNR direct contact Residual Contaminant Levels and/or soil that is deemed unsuitable for reuse during construction.

Task 2: Remedial Action Documentation Report

This task includes publishing a summary report of remedial actions completed at the Site in accordance with Chapter NR 724.15 to document adherence to the WDNR approved RAP and MMP. The report will include applicable text, tables, and figures summarizing the work completed for inclusion in the WDNR's contaminant case file for the Site.

Probable Schedule and Cost

Work can begin on this project within 48-hours' notice of written authorization to proceed. Due to the variable nature of this type of work, the project will be performed on a time-and-materials basis. The probable cost to complete the proposed tasks is \$10,000. Additionally, task budgets are estimates and we reserve the right to reallocate budget between completed tasks but will not exceed the total contract amount without written approval. The amount of work necessary to complete the project will depend upon site conditions and the level of service requested. The probable costs are itemized below.

Estimate for Additional Work Described Above:

Task 1: Remedial Oversight & Documentation

Consulting Services \$ 4,500.00

Task Total \$ 4,500.00

Task 2: Remedial Action Documentation Report

Consulting Services \$ 5,500.00

Task Total \$ 5,500.00

PROBABLE COST \$ 10,000.00

Attachment B



ATTACHMENT – STANDARD RATE TABLE

2026-1

HOURLY RATES

Stantec Billing Level	2026 Hourly Rate*
3	\$119
4	\$133
5	\$145
6	\$150
7	\$158
8	\$164
9	\$177
10	\$183
11	\$197
12	\$203
13	\$212
14	\$223
15	\$251
16	\$285
17	\$295
18	\$302
19	\$311
20	\$324
21	\$337

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**
May be billed at cost or daily per diem. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).
- **Vehicle and Equipment Rentals**
Not owned by Stantec.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or milage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.