



AGENDA

Wisconsin Rapids Public School District - Board of Education

510 Peach Street

Wisconsin Rapids, WI 54494

(715) 424-6701

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Troy Bier, Member
John A Krings, President

October 7, 2019

LOCATION: Board of Education Conference Room A/B

TIME: Immediately following the Educational Services Committee Meeting, but no earlier than 6:30 p.m.

- I. Call to Order
- II. Public Comment
- III. Business Services
 - A. Point of Beginnings (POB) – Topographic Schematic Design – Lincoln High School – Approval
- IV. Updates and Reports
 - A. Purchases – Update
- V. Agenda Items
- VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at [715-424-6701](tel:715-424-6701), at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling [715-424-6701](tel:715-424-6701).

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda.



BACKGROUND

Business Services Committee

John Benbow, Jr., Chairman
Troy Bier, Member
Katherine Bielski-Medina, Member
John A Krings, President

October 7, 2019

LOCATION: Board of Education Conference Room A/B

TIME: Immediately following the Educational Services Committee Meeting, but no earlier than 6:30 p.m.

I. Call to Order

II. Public Comment

III. Business Services

A. Point of Beginnings (POB) – Topographic Schematic Design – Lincoln High School – Approval

The District requested grant funds from the Legacy Foundation to cover the costs of some preliminary site work at LHS to better refine plans for the outdoor athletic facility improvements. The Legacy Foundation indicated that they would provide \$25,000.00 in funding towards the total of \$43,400.00 for POB to develop the schematics and conduct the topographic surveying; this is all outlined in "Phase 2" of Attachment A. The total provided by the District would be \$18,400 added to the \$25,000 from the Legacy Foundation for a total of \$43,400 as outlined by POB. This work would allow us to better define costs associated with all aspects of the possible projects as well as outline potential in-kind donations in greater detail. See Attachment B. The information developed could be used well into the future.

The Administration recommends that the proposal for Point of Beginnings (POB) to begin work on topographic surveying and schematic site design for possible future work at Lincoln High School at a cost not to exceed \$43,400.00 to be funded with a \$25,000.00 donation from the Legacy Foundation and the balance from the Building and Grounds Budget, be recommended for approval to the Board of Education.

IV. Updates and Reports

A. Purchases – Update

Copies of the following invoices are included as Attachment A:

Arrow Precision Asphalt – Mead asphalt patching – Playground and main parking lot

Athletic Field Services – Resurface WRAMS track

Building Blocks, Lot of Tots, Biron Head Start, St Lawrence – 4K Community sites

Glynlyon Inc. – Odysseyware – Online Curriculum

V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items

No future agenda items of the Business Services Committee were identified.

Mead

Arrow Precision Asphalt
Maintenance, LLC
4464 County Road J
Stevens Point, WI 54482
(715)592-3641
arrowprecisionasphalt.com



Invoice 3331

BILL TO WISCONSIN RAPIDS SCHOOL DISTRICT 510 PEACH STREET WISCONSIN RAPIDS, WI 54494	DATE 09/09/2019	PLEASE PAY \$10,045.00	DUE DATE 10/09/2019
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DESCRIPTION	QTY	RATE	AMOUNT
ASPHALT SERVICES WORK PERFORMED ON PROPERTY PER CONTRACT / MEAD SCHOOL PLAYGROUND, PATCH MAIN LOT INCLUDED	1	10,045.00	10,045.00

TOTAL DUE \$10,045.00

THANK YOU.

*OK TO
PAY*

0-10-107-324-254200

*sent to
Edwin ---
@ 3:30
9-9-19
+
9-11-19*



ATHLETIC FIELD SERVICES, INC.

RUNNING TRACK SPECIALISTS

May 7, 2019

Mr. Edwin J. Allison
Director of Buildings & Grounds
Wisconsin Rapids Public Schools
Wisconsin Rapids, WI

Dear Mr. Allison:

It was a pleasure to meet with you on the middle school track to inspect the asphalt and discuss installing a rubber surface. The asphalt track at the middle school is in pretty good condition and the existing cracks have been well maintained and any small cracks that exist can be easily sealed prior to installing a new surface. The product we recommend for the middle school track is a Seal-Flex LR6, it is a seamless latex bound resilient surface like at Lincoln High School.

1. **Seal-Flex LR6:** 3/8" depth seamless resilient surface consisting of stranded rubber and latex binder to be installed over entire track oval and field event areas per attached LR6 specification. Paint all lane lines and event markings on track oval and event areas per NFHS and WIAA track and field rules.

Cost: \$68,500.00

Your continued interest in Athletic Field Services, Inc. is greatly appreciated.

Respectfully Submitted,

Devin Wheat
President | Sales and Marketing

P.O. Box 215 • Genesee Depot, WI 53127 • (262) 968-9101 • Fax (262) 968-9102



MEMORANDUM

COPY

TO: Renee Marzofka
FROM: Kelly Schaeffer *[Signature]*
DATE: October 10, 2019
RE: Four-Year-Old Kindergarten Site Agreements



As per the attached site agreement, the following payment is due to the site listed below on October 15, 2019. Use account number 10-842-370-431000-804.

Please hold the check at Central Office and Jennifer Hanzlik will pick it up.

Thank you.

Site	Student Count	Per Student Fee	Payment Due
Building Blocks Learning Center 2210 Baker Street	76	\$1,112.50	84,550.00
Lots of Tots Preschool & 4K w/BBLC 501 17 th Street South	21	\$1,112.50	23,362.50
Rent for LOT @ Pitsch Facility			(3,500.00) *
	<u>97</u>	TOTAL	\$104,412.50

/amk
Attachments

10.842.370.431000.804 #107,912.50
 * 10.800.293.500000 (#3,500.00)
#104,412.50

*mm
9/30*



MEMORANDUM

COPY

TO: Renee Marzofka
FROM: Kelly Schaeffer *[Signature]*
DATE: October 10, 2019
RE: Four-Year-Old Kindergarten Site Agreements



As per the attached site agreement, the following payment is due to the site listed below on October 15, 2019. Use account number 10-842-~~370~~-431000-804. Thank you.

Site	Student Count	Per Student Fee ^{385.}	Payment Due
Biron 4K Head Start 550 Center Street	40	\$1,112.50	44,500.00

/amk
Attachments

*run
9/20*

10.842.385.431000.804



MEMORANDUM

COPY

TO: Renee Marzofka
FROM: Kelly Schaeffer *KSchaeffer*
DATE: October 10, 2019
RE: Four-Year-Old Kindergarten Site Agreements



As per the attached site agreement, the following payment is due to the site listed below on October 15, 2019. Use account number 10-842-370-431000-804. Thank you.

Site	Student Count	Per Student Fee	Payment Due
St. Lawrence Early Childhood Center 551 10 th Avenue North	28	\$1,112.50	\$31,150.00

/amk
Attachment

*mm
a/30*

10.842.370.431000.804

Invoice



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Invoice OW39115940
Date 9/30/2019

Glynlyon, Inc
300 N McKemy Ave
Chandler AZ 85226-2618

Bill To: WISCONSIN RAPIDS PUBLIC SCHOOL DISTRICT
ACCOUNTS PAYABLE
510 PEACH ST
WISCONSIN RAPIDS WI 54494-4663

Ship To: WISCONSIN RAPIDS PUBLIC SCHOOL DISTRICT
ACCOUNTS PAYABLE
510 PEACH ST
WISCONSIN RAPIDS WI 54494-4663

Purchase Order No.	Customer ID	Salesperson ID	Payment Terms	Renewal Date
2019 LICENSES	30004091	Burley	DUE UPON RECEIPT OF INVOICE	9/1/2019
Qty Invoiced	Item Number	Description	Unit Price	Ext. Price
30	20014CC	Full Odysseyware Library (Renewal) - Con	\$575.00	\$17,250.00

RENEWAL FOR 30 CONCURRENT LICENSES
EFFECTIVE DATES: 9/1/19 TO 8/31/20
PAYMENT DUE UPON RECEIPT
THANK YOU!
Please make checks payable to: GLYNLYON, INC.

Subtotal	\$17,250.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$17,250.00

Payments made by credit card will be assessed a 3% Processing Fee on the total invoice amount

90% Central Oaks → ok per Jen W. 9.30.19
10% LVS



4941 Kirschling Court, Stevens Point, WI 54481
1497 6th Street - Suite C, Green Bay, WI 54304

June 5th, 2019

Wisconsin Rapids Public Schools
ATTN: Craig Broern
510 Peach Street
Wisconsin Rapids, WI 54494

RE: Wisconsin Rapids Public Schools, Lincoln High School Athletic Complex Development, Wisconsin Rapids, WI – Survey & Schematic Site Design Services Proposal

Dear Mr. Craig Broern:

Thank you for the opportunity to provide a proposal for the above referenced project.

We have prepared a scope of services in accordance with our understanding of the project and corresponding to our areas of expertise.

We're looking forward to working with you on this project! Please call me anytime to discuss this proposal or the project in general. Again, thank you for the opportunity.

Sincerely,

Scott Groholski, PLS
Owner | President

Enclosure

SURVEY & SCHEMATIC SITE DESIGN SERVICES PROPOSAL

WISCONSIN RAPIDS PUBLIC SCHOOLS
LINCOLN HIGH SCHOOL ATHLETIC COMPLEX
DEVELOPMENT
WISCONSIN RAPIDS, WI

JUNE 5TH, 2019



Point of Beginning



Stevens Point Office 4941 Kirschling Court, Stevens Point, WI 54481
Green Bay Office 1497 6th Street - Suite C, Green Bay, WI 54304
715.344.9999 (o) | 715.344.9922 (f) | info@pobinc.com (e) | www.pobinc.com (w)

START here.

I. Project Description

We understand the project will consist of the Survey and Schematic Site Design services for the Wisconsin Rapids Public Schools, Lincoln High School, located at 1801 16th Street S, Wisconsin Rapids, Wisconsin.

Phase 1 – Master Planning & Fundraising will cover the overall project scope which consist of an entryway/plaza, synthetic turf multi-purpose stadium and running track, field events, cloverleaf of (2) baseball fields and (2) softball fields, concession building, bleachers and dugouts, (1) softball field, ice rink with parking, synthetic turf multi-purpose field with a dome and (2) practice fields.

Phase 2 – Data Acquisition & Schematic will cover the entryway/plaza, synthetic turf multi-purpose stadium and running track, field events, cloverleaf of (2) baseball fields and (2) softball fields, concession building, bleachers and dugouts, the (1) softball field and parking.

Phase 3 – Design & Bidding will cover a TBD project scope.

Phase 4 – Construction will cover a TBD project scope.

II. Administration and Coordination

- Owner: Wisconsin Rapids Public Schools (Client)
- Engineer: Point of Beginning, Inc. (POB)
- Municipality: City of Wisconsin Rapids, Wood County
Town of Grand Rapids, Wood County

III. Scope of Services

Based on our discussions, we understand the scope of services will consist of the following:

PHASE 1 – MASTER PLANNING & FUNDRAISING

A. Site Evaluation

- Communicate with the Municipality to perform a zoning & permit review including zoning/land use compliance, setbacks, parking, green space, utilities including sanitary, water and storm sewer; access, storm water preliminary review and access to public right of ways.
- Review geotechnical information provided by Owner.
- Perform a Department of Natural Resources (DNR) web site review to include wetlands and navigable waters. We will also communicate by phone or email to the local DNR representative to discuss the aforementioned items.
- Review FEMA web site to determine if site may be affected by flood plain.
- Review USDA Soils maps.

- Review existing land survey information provided by others.
- Review 7.5-minute USGS mapping to become familiar with stormwater flow over the site.

B. Master Planning and Site Development Analysis

➤ **Needs Assessment**

- Review with the Owner and Design Group the existing site conditions and pin point negative and positive elements of the current site configuration.
- Utilize data generated during initial workshop session to establish activities and programs to incorporate as part of the final master plan. The following will be taken into consideration:
 - ✓ Pedestrian Traffic
 - ✓ Vehicular Traffic
 - ✓ Stormwater Runoff
 - ✓ Parking Needs
 - ✓ Green Space Needs
 - ✓ Hard Surface Needs (Includes gravel, bituminous and concrete walkways and drives)

➤ **Concept Planning**

- Develop up to two (2) Conceptual Plans for review by the Owner and Design Group. These concepts will be based on information gathered during the Site Evaluation / Needs Assessment review.
- Review Conceptual Plans with the Owner and Design Group and establish the positive and negative items, which will be incorporated from each plan into the preliminary Master Plan.
- Develop preliminary Master Plan and Cost Estimate and review with the Owner and Design Group to target areas requiring fine-tuning prior to developing the Master Plan.
- Review with the Owner and Design Group potential project phasing for incorporation into the final cost estimate.

➤ **Master Planning**

- Develop a Master Plan utilizing input from the Conceptual Planning phase of the development.
- Prepare a line item cost estimate based on actual construction costs of similar projects and incorporating phasing potential.

C. Fundraising Support

- Meet with group to share expertise and experience on how to run successful campaign
- Provide 3-D Fly Over to illustrate future ideas in a realistic and representable way to help generate interest and give realism to the project.
- Provide a website that is linked to the 3-D Fly Over for district and public.
- Develop a booklet corresponding with renderings from the 3-D Fly Over.

PHASE 2 – DATA ACQUISITION & SCHEMATIC

D. Topographic Survey and Mapping – See Attached Map for Survey Limits

- Qualifications
 - All services shall be performed by qualified personnel under the supervision of a professional, licensed or otherwise, qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect.
- Topographic Survey to include:
 - General Map Information
 - ✓ Title of survey, location sketch, certification and date.
 - ✓ Scale, North arrow and legend of symbols and abbreviations used on the drawing(s)
 - ✓ Drawing sheet size shall be 24"x36".
 - Property Survey
 - ✓ Perform a complete research of the public and private records, including but not limited to: deeds, easements, existing survey maps, and county surveyor's records.
 - ✓ Subject property lines within the project limits, giving length and bearing (including reference or basis for bearings) on each straight line, curve information for all curved lines, monumentation at boundary corners whether found, set or computed.
 - ✓ Names and locations of all road right-of-ways, on or adjacent to the property.
 - ✓ Perform a title search along with a 60 year easement search.
 - Feature/Elevation Survey
 - ✓ Benchmarks (minimum of 2) established within the project limits and referenced to local municipal datum or other applicable datum.
 - ✓ Location of all substantial features within the project limits, including but not limited to existing structures, buildings, foundations, bridges, wells, walls, fences, steam pits, signal pits, primary electric pits, etc.
 - ✓ Location of roads, drives, curbs, gutters, steps, walks, and paved areas (hard surfaces) indicating types of materials or surfacing.
 - ✓ Location of streams, drainage ditches or swales, lakes, springs, and other bodies of water, culverts.
 - ✓ Location of individual trees (deciduous/coniferous) with a diameter of 3-inches or greater, edges of heavily wooded areas, and other pertinent features.
 - ✓ Topographic contour lines and representative spot grades within the project limits, at an appropriate interval, depending on steepness of the site, necessary and in sufficient detail for engineering site design.
 - ✓ Floor elevations and elevations at each entrance of buildings on the property, if applicable.
 - ✓ Location of test borings if ascertainable, and the elevations of tops of holes, if applicable. Compilation of test bore information if available.
 - ✓ Frequency of survey shots (data points) should be at a maximum of 50', closer in distance when needed to show break points, or to accurately depict the terrain.

- Utility Survey
 - ✓ Utility information. The following information is to be shown based on observed evidence together with evidence from plans obtained from utility companies or provided by client and markings by utility companies ('Diggers Hotline') and other appropriate sources (with reference as to the source of information). Inadequate record data requiring the Surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to Owner approval.
 - ✓ Location and size of water mains serving, or on, the property.
 - ✓ Location of power and communications systems above and below grade.
 - ✓ Location, material, size, depth and direction of flow of sanitary sewers, storm sewers and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.

E. Private Utility Lines Locates Coordination

- Private Lines Locator and Mapping for this site is highly recommended.
- Obtain costs from accredited Private Line's firm.
- Receive and answer any questions from vendors.
- Coordinate and schedule the private lines locator.
- The costs associated with the Private Utility Lines services will be paid for by the Owner or as a direct reimbursable to Point of Beginning.

F. Wetland Delineation and Mapping Coordination

- Wetland and Delineation and Mapping for this site is highly recommended.
- Prepare and submit a Request for Proposal to at least three (3) accredited Wetland Delineation firms.
- Receive and answer any questions from vendors.
- Coordinate and schedule the wetland exploration.
- The costs associated with the Wetland Delineation and Mapping services will be paid for by the Owner or as a direct reimbursable to Point of Beginning.

G. Geotechnical Investigation Coordination

- Soil Borings for this site is highly recommended.
- Prepare and submit a Request for Proposal to at least three (3) accredited geotechnical testing firms.
- Receive and answer any questions from vendors.
- Coordinate and schedule the subsurface exploration.



- The costs associated with the Geotechnical Investigation services will be paid for by the Owner or as a direct reimbursable to Point of Beginning.

H. Schematic Site Design

- Prepare Schematic Site Design:
 - Prepare a preliminary layout and grading plan on a schematic working drawing to incorporate Owner's preliminary site plan layout, boundary, topographic, tree, and improvement surveys as prepared by Surveyor and existing record utility infrastructure based on as-built plans obtained from the municipality and/or utility provider(s).
 - The schematic working drawing will show existing and proposed contours to 1-foot intervals and drainage flow arrows, existing utilities, stormwater management locations with rough sizing, sanitary sewer location, storm sewer location, and water line location.
 - Preliminary review of site electrical and architectural design. The costs associated with these services will be factored into the overall engineer estimate.
 - Submit schematic to the Client to discuss the preliminary layout of the site.
 - Upon agreement of the preliminary layout, Point of Beginning will proceed with the construction document phase.
 - Point of Beginning will prepare a construction cost estimate. The cost estimate will be based on what POB has historically seen for site construction costs. (ex. blacktop, utilities, landscaping, etc.) POB will also provide cut and fill volumes to identify if the site will balance or not. This is important due to the fact that if dirt is being hauled off or hauled in, it will affect the cost the project.

PHASE 3 – DESIGN & BIDDING

I. Construction Documents

- Develop construction document plan set on a 24" x 36" or 30" x 42" sheet at a scale not exceeding 1" = 30' which includes the following sheets:
 - **Demolition Plan:** Prepare a demolition plan showing items to be removed from the site.
 - **Layout Plan:** Prepare a layout plan showing the locations and dimensions of buildings (supplied by Client) and pertinent site features such as parking, driveways, building corners, etc.
 - **Grading Plan:** Prepare a grading plan showing existing and proposed contours to 1-foot intervals, direction of drainage flow arrows, proposed spot grades to finished grade, storm sewer structure locations with the size, rim and invert elevations, slope of the pipe and storm pond (or other devices) configuration and grades.
 - **Erosion Control Plan:** Prepare an erosion control plan showing erosion control feature locations (details shown on the Details Sheets). Erosion control features will follow the WDNR Construction Site Erosion & Sediment Control Conservation Practice Standards and the Wisconsin Construction Site Best Management Practices (BMPs) Handbook. Water quality standards require an 80% reduction in sediment transport.
 - **Utility Plan:** Prepare a site utilities plan sheets showing the existing and proposed utilities. Existing utilities will be based on the survey and the municipal as-record plans. The Client's plumber or fire protection designer is to determine the size of the proposed sanitary and water service and supply this information to Point of Beginning. Proposed sanitary pipe will include the size, rim and invert elevations, and slope of the pipe. Proposed water line location will be shown on the plans. Unless the Client specifically requests and provides information to Point of Beginning, Inc., utilities designed by others (including, but not limited to, irrigation, gas, electric, telephone, lighting, etc.) will not be shown on this plan sheets.
 - **Landscape Plan:** Prepare a landscape plan in accordance with the Client desired layout, look for the site, and Municipal's ordinance.
 - **Irrigation Plan:** Prepare an irrigation plan that will include locations for irrigation heads, lateral lines, electric control valves, main line, isolation valves, quick couplers, controller, booster pump, and mini weather station.
 - **Electrical Site Plan:** Prepare an electrical site plan in accordance with the Client desired layout and needs for the site.
 - Point of Beginning will subcontract these services.
 - **Architectural Design Plans:** Prepare architectural plans and specifications for bidding to include structural, electrical, mechanical, and planning.
 - Point of Beginning will subcontract these services.

- **Detail Sheets:** Prepare the necessary detail sheets for the plan features including erosion control, paving details, utility details, etc.
- **Specifications:** Prepare specifications including general notes, erosion control, earthwork, landscaping, utilities, base course and paving, and other special provisions.

J. Storm Water Management

- Design a storm water management plan in accordance with the governing Municipality's storm water ordinance and Wisconsin Department of Natural Resources NR 151 and NR 216 requirements.
- Test pits will be performed for stormwater management design. Evaluations for stormwater, by test pits, shall be done in accordance with SPS382.365(2)(b). The report shall be done on Form SBD-10793, and signed by a Certified Soil Tester, or Professional Soil Scientist. Test pits are not included in this proposals fees and will be paid for by the Owner or as a direct reimbursable to Point of Beginning.

K. Permit Preparation

- Prepare and submit a Notice of Intent (NOI) to the Wisconsin Department of Natural Resources. This NOI will be submitted once a grading plan with erosion control features and a Storm Water Management Plan have been prepared.
- Prepare and submit a General Plumbing Application to the Wisconsin Department of Safety and Professional Services for sanitary service and water service.
- Prepare and submit a General Plumbing Application to the Wisconsin Department of Safety and Professional Services for storm pipe sizing.
- Prepare and submit the site plan to the Municipality for their review. Provide detailed design plans to the Client for review prior to submittal to the Municipality. Upon receipt of the Client's review, submit plans to Municipality for review per their Site Plan Approval process. Upon receipt of Municipality review comments, revise and submit plans for final approval by Municipality if needed. One re-submittal is included in the fee estimate.

L. Synthetic Turf Vendor Selection Process

- Arrange for synthetic turf vendors to present at design meeting for owner and other disciplines.
- Participate in tours of existing facilities to help with selection of turf vendor.
- Prepare Request for Proposal and Bid Specifications for all preferred turf vendors.
- Coordinate field markings with selected turf vendor.
- Three (3) meetings with Point of Beginning are included.

M. Bid Coordination

- Prepare and publish in local and state media sources the advertisement for bid notice.
- Provide and distribute to the Owner, Governing Agencies and Contractors bid set documents for use in preparing a bid and use during construction development.
- Receive and answer any bid document interpretation questions from Contractors during the bid phase.
- Prepare all Addendums to clarify bid document interpretation questions submitted by Contractors during the bid phase.
- Provide a pre-bid meeting with all potential bidders to review the proposed project and bid set documents.
- Provide a bid opening at the published date and time to receive sealed bids from Contractors.

PHASE 4 – CONSTRUCTION

N. Construction Services

➤ Construction Administration

- Attend a pre-construction meeting with the Owner & Contractor(s) to review project construction schedule, coordination procedures, invoicing and other items related to the construction process.
- Follow-up on status of permits.
- Provide a preliminary punch list of all construction items developed which are not in compliance with the plan set and project manual specifications.
- Provide a final walk through to verify compliance with project plans & specifications and prepare a report with findings.
- Provide weekly on-site meetings during construction phase to coordinate progress with all Contractors and the Owner.
 - ✓ Based on an anticipated six (6) month / twenty four (24) week construction period.

➤ Construction Inspection/Testing/Layout

- Point of Beginning will provide weekly on-site construction inspection, construction testing and construction staking as needed or as requested by Market and Johnson.
- The following services can be requested by the OWNER or CONTRACTOR.
 - ✓ Earthwork Testing
 - Gradations
 - Verify dense graded base and fill materials meet specifications
 - Proctors
 - Provided backfill, dense graded base, and fill materials max densities
 - Fill
 - Provide nuclear density testing and reports
 - Base
 - Provide nuclear density testing and reports
 - Footings
 - Provide soil bearing reports through dynamic cone penetrometer testing
 - ✓ Asphalt
 - Provide nuclear density testing and reports
 - ✓ Concrete Testing
 - Provide air, temperature, strength and slump test for every set of cylinders.

➤ Construction Layout

- Phase 1 (Building)
 - ✓ Provide a hub and tack at each building corner.
 - ✓ Provide a benchmark set at finish floor.
- Phase 2 (Hard Surface)
 - ✓ Provide line and level for preliminary finish grade (lath) and final finish grade (lath) for all bituminous areas.
 - ✓ Provide line and level for all concrete curbs and flatwork.

- Phase 3 (Green Area)
 - ✓ Provide line and level for preliminary finish grade (lath), and final finish grade (lath) for all the retention ponds and swales.
- Phase 4 (Synthetic Turf)
 - ✓ Provide line and level for preliminary finish grade (lath), and final finish grade (lath) for stone layers under turf.
- Phase 5 (Under Ground)
 - ✓ Provide three stakes for each storm and sanitary manhole. One at the center of structure and two offsets, one of which will reference the invert elevation of that structure.
 - ✓ Provide Line and level for all water valves, tees, bends and hydrants.
- Phase 6 (Fence)
 - ✓ Provide location for all fencing including gate location and corner post.
- Phase 7 (Electrical)
 - ✓ Provide location for light poles and buried electric

O. Meetings/Site Visits Summation

- All meetings will be included.

P. Assumptions & Additional Services

Items of work not specifically noted in the above scope of work are not included in this proposal. All work not mentioned would be considered additional services. Please refer to Exhibit A for hourly rates to be charged if additional services are required or requested.

- The Civil Design Services referred to in this proposal do not include the design of Site Mechanical.
- Geotechnical investigations would be considered additional services.
- Geotechnical investigations coordination is included in this proposal. The subcontracted Geotechnical investigations services will be paid for by the Owner or as a direct reimbursable to Point of Beginning.
- Wetland delineations would be considered additional services.
- Wetland delineation and mapping coordination is included in this proposal. The subcontracted Wetland Delineation services will be paid for by the Owner or as a direct reimbursable to Point of Beginning.
- Artificial Wetland Exemption Requests would be considered additional services.
- Phase I Environmental Site Assessment would be considered additional services.
- Phase II Environmental Site Assessment services would be considered additional services.
- Phase III Environmental Site Assessment would be considered additional services.
- Architectural/historical investigations services would be considered additional services.
- Archaeological Investigation services would be considered additional services.
- Endangered Resource Review services would be considered additional services.
- Floodplain may affect the construction site. If the filling of the floodplain is required and the municipality or FEMA requires any permitting or elevation certificates, this would be considered additional services.
- In preparing construction documents, we assume that we will be able to use a recorded floodplain elevation. If this is not available, a floodplain study may be required and would be considered additional services.
- Our price is based on providing one preparation of construction documents. Should the project be broken into multiple phases requiring the preparation of multiple sets of construction documents, these additional phasing documents would be considered additional services.
- All sanitary and storm sewers shall drain by gravity flow. Lift station design for Sanitary and Storm Sewer is not required and would be considered additional services.
- Utility information will be based on information provided by others. Any private utilities will need to be made known to the surveyor so that they may be shown on the map. Point of Beginning takes no responsibility for errors and omissions regarding underground utilities.
- Water main pressure and flow from the existing water main system will be adequate for the proposed project. Booster pump design and coordination would be considered additional services.
- Existing water main system pressure and flow data adjacent to the proposed site will be provided by others. Water system testing shall be done by others and would be considered additional services.
- It is assumed that sanitary sewer and water service is available, and no public main extension will be necessary. Designing and developing construction plans for public utility extensions or public street improvements would be considered additional services. Additionally, this proposal does not include the design of a septic system and/or well, if public service is not available. Point of Beginning will only show location of proposed septic system(s) and well(s) on the Construction Documents.
- It is assumed that sanitary sewer and water service is available to the building. If service extensions are required, this would be considered additional services.
- If requested in writing, Point of Beginning will provide a layout and grading plan to the utility companies that affect this project for their review. All other utility coordination for installation and or removal will be coordinated by others and would be considered additional services.
- A topographic survey of the subject property, prepared by a licensed land surveyor, will be provided to Point of Beginning, Inc. by the ARCHITECT or OWNER.
- Private utility line locates would be considered additional services.
- Private utility line locates coordination is included in this proposal. The subcontracted private utility line locates services will be paid for by the Owner or as a direct reimbursable to Point of Beginning.
- The location accuracy of the building corners mapped on surveys conducted by Point of Beginning are within two inches of their true location. If more accurate standards are required, they would be considered additional services.
- The location and elevation of possible retaining wall(s) will be provided in the construction documents. Structural design of the retaining wall, however, shall be provided by others and would be considered additional services.
- All lot combinations and/or lot splits, re-zoning of property, and annexation of property would be considered additional services.
- Point of Beginning will prepare the design based on a Final Site Plan (provided by others in .dwg format). If the Owner or Contractor requests substantial modifications, changes, revisions, or additions (i.e. revision to building or parking size, shape or orientation), those revisions will be done under the explicit understanding that the time expended for the revisions would be considered additional services.
- Construction Layout services must be requested 48 hours in advance to ensure that our survey crew can meet the contractor's time line.
- This proposal is based on a fixed numbers of site visits as specified in the section labeled "Construction Layout" of this proposal. If the number of site visit exceed that amount, the additional time will be invoiced out at the rates provided on Exhibit A.
- Construction Layout accuracy tolerances will be as follows. Horizontal Layout will be less than 0.03' and Vertical Layout will be less than 0.03'. These tolerances will only be guaranteed before the construction operations adjacent to the construction stakes begins. Construction equipment may cause the stakes to move both vertically and horizontally depending on site conditions. POB will not be responsible for errors that are related to construction stakes that have been disturbed.
- Construction Layout accuracy tolerances listed above are based on the accuracy of the survey control of the project site. If this control is supplied by POB, the same accuracy tolerances listed above will be in effect. If the control is provided by others, our construction layout accuracy will be limited to the accuracy of the site control provided.
- All material specifications and requirements shall be provided a minimum of 48 hours prior to testing.
- Material Technicians are not responsible for the means or methods of construction and will only provide information and data collected from testing the specified materials.
- Any additional testing, due to failing material will be charged at the hourly rates provided on Exhibit A.
- All tests are performed by WisDOT and ACI certified Technician.
- Construction means, methods, & site safety will be the responsibility of each contractor that holds a contract or agreement with the CLIENT or OWNER. Point of Beginning will not be providing these services of responsibility for any errors as they relate to the construction means, methods, & site safety.
- Direct reimbursements such as reproduction, mailing costs, review, and application fees, and recording fees would be considered additional services.

IV. Schedule of “Lump Sum” Fees Total

PHASE 1 – MASTER PLANNING & FUNDRAISING		
Task A	Site Evaluation	Included
Task B	Master Planning and Site Development Analysis	Included
	Needs Assessment	
	Concept Planning	
	Master Planning	
Task C	Fundraising Support	Included
Task O	Meetings/Site Visits Summation	Included
Total “Lump Sum” Fees:		\$ No Cost

To date, POB’s efforts are at an approximate \$30,000, with \$2,000 invoiced/paid by the District. POB is projecting that an additional \$10,000 should be budgeted for fundraising support of renderings, animation, marketing materials and website development.

POB is willing to donate these costs to the project if the following phases are agreed upon by the District for POB to move forward with:

- Phase 2 – Survey & Schematic
- Phase 3 – Design & Bidding
- Phase 4 – Construction

If the project does not move forward due to a lack of funding, the District will not be invoiced for any efforts pertaining to Phase 1 – Master Planning & Fundraising.

If any portion of the Master Plan that is developed as part of this proposal moves forward and POB is not selected as the designer/construction administrator (with the exception of the Miron Construction Co., Inc. agreement), the District will be invoiced for all efforts pertaining to Phase 1 – Master Planning & Fundraising (\$38,000).

PHASE 2 – DATA ACQUISITION & SCHEMATIC		
Task D	Topographic Survey & Mapping	
	Area 1	\$ 13,900.00
	Area 2	\$ 3,500.00
	Letter Report & 60 Year Easement Search (2 Parcels)	\$ 1,000.00
Task E	Private Utility Lines Locates Coordination	Included
Task F	Wetland Delineation and Mapping Coordination	Included
Task G	Geotechnical Investigation Coordination	Included
Task H	Schematic Site Design	\$ 25,000.00
Task O	Meetings/Site Visits Summation	Included
Total “Lump Sum” Fees:		\$ 43,400.00



V. Schedule of “Percentage” Fees Total

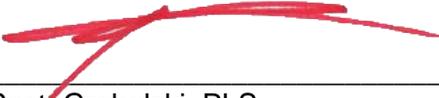
PHASE 3 – DESIGN & BIDDING		
Task I	Construction Documents	Included
Task J	Storm Water Management	Included
Task K	Permit Preparation	Included
Task L	Synthetic Turf Vendor Selection Process	Included
Task M	Bid Coordination	Included
Task O	Meetings/Site Visits Summation	Included
	Total “Percentage” Fees:	6.00% of Construction Costs
<p><i>Tasks I – M & O total percentage fees are based on a minimum project total of \$1.5 Million. If the project total does not meet the minimum of \$1.5 Million, our fees will need to be renegotiated. This total is subject to change and our final fees will be based on the final cost of site construction.</i></p>		

PHASE 4 – CONSTRUCTION		
Task N	Construction Services	
	Construction Administration	Included
	Construction Inspection/Testing	Included
	Construction Layout	Included
Task O	Meetings/Site Visits Summation	Included
	Total “Percentage” Fees:	4.00% of Construction Costs
<p><i>Tasks N & O total percentage fees are based on a minimum project total of \$1.5 Million. If the project total does not meet the minimum of \$1.5 Million, our fees will need to be renegotiated. This total is subject to change and our final fees will be based on the final cost of site construction.</i></p> <p><i>Dependent upon Miron Construction Co., Inc. donation of construction services towards this project, POB’s percentage fees for this phase will be adjusted accordingly.</i></p>		

VI. Contract Agreement

- > We have attached to this proposal our Terms and Conditions (Exhibit B), which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy, and return it to our office.
- > Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to Point of Beginning, Inc. upon receipt of an invoice, unless specifically arranged otherwise in writing.
- > We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.

Point of Beginning, Inc.



Scott Groholski, PLS
Owner | President

06 / 05 / 2019
Date

Wisconsin Rapids Public Schools

Craig Broern
Superintendent

____ / ____ / ____
Date



**EXHIBIT A****PROFESSIONAL SERVICES FEE SCHEDULE****Engineering Division****Design Engineering**

Principal	Per Hour	\$	130.00
Director of Engineering	Per Hour	\$	125.00
Project Manager	Per Hour	\$	100.00
Design Engineer I	Per Hour	\$	95.00
Design Engineer II	Per Hour	\$	80.00
Design Engineer III	Per Hour	\$	65.00
Landscape Architect I	Per Hour	\$	95.00
Landscape Architect II	Per Hour	\$	80.00
Landscape Architect III	Per Hour	\$	65.00
Wetland Scientist	Per Hour	\$	100.00

Construction Engineering

Principal	Per Hour	\$	130.00
Director of Construction Engineering	Per Hour	\$	110.00
Project Manager	Per Hour	\$	80.00
Construction Engineer I	Per Hour	\$	95.00
Construction Engineer II	Per Hour	\$	80.00
Construction Engineer III	Per Hour	\$	65.00
Construction Technician I	Per Hour	\$	80.00
Construction Technician II	Per Hour	\$	75.00
Construction Technician III	Per Hour	\$	65.00
Construction Technician IV	Per Hour	\$	45.00

Surveying Division

Principal	Per Hour	\$	130.00
Director of Land Surveying	Per Hour	\$	100.00
Project Manager	Per Hour	\$	80.00
Land Surveyor I	Per Hour	\$	80.00
Land Surveyor II	Per Hour	\$	65.00
Land Surveyor III	Per Hour	\$	55.00
Land Surveyor IV	Per Hour	\$	45.00
Survey Crew	Per Hour	\$	110.00
Survey Crew Assistant	Per Hour	\$	45.00
Transportation Survey Crew	Per Hour	\$	175.00
Transportation Survey Crew Assistant	Per Hour	\$	45.00

Testing Fee Schedule

Proctor Density Test (Sand)	Per Test	\$	165.00
Proctor Density Test (Clay/Silt)	Per Test	\$	165.00
P200, Concrete Aggregate Testing	Per Test	\$	120.00
Gradation Concrete (Sand/Aggregates)	Per Test	\$	120.00
Gradation Base Court	Per Test	\$	80.00
Concrete Cylinder Breaking	Per Cylinder	\$	30.00
Nuclear Density Gauge (\$55/Day Max)	Per Hour	\$	10.00
Dynamic Cone Penetrometer (\$50/Day Max)	Per Test	\$	110.00

Machine Control Division

Machine Control Tech I	Per Hour	\$	80.00
Machine Control Tech II	Per Hour	\$	45.00
Machine Field Support I	Per Hour	\$	90.00
Machine Field Support II	Per Hour	\$	45.00

Administrative & Expenses

Administrative Services	Per Hour	\$	40.00
Mileage	Per Mile	\$	0.58
Direct Reimbursable	Each	\$	Cost

Notes:

¹ Transportation Survey Crew rate reflects prevailing wage rate pay.

² Any delays or cancellation of work on site for material testing will be charged at the appropriate hourly rates for time spent.





EXHIBIT B

TERMS AND PROVISIONS

POINT OF BEGINNING, INC. ("POB")

Wisconsin Rapids Public Schools ("Client")

The following terms and provisions are applicable to the Agreement between POB and Client to which this Exhibit is attached:

1. PAYMENT TERMS

All invoices submitted by POB are due upon receipt of invoice.

If for any reason not the fault of POB, POB does not receive a progress payment from the Client within fifteen (15) days after the date of the POB invoice, POB, upon giving seven (7) days' written notice to the Client, and without prejudice to and in addition to any other legal remedies, may stop its services until payment of the full amount owing to POB has been received.

Payments due but unpaid, unless disputed and compromised or resolved in favor of Client, shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month, which is an annual rate of eighteen percent (18%), until paid in full.

2. USE OF POB DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

A. Use of POB Materials. All drawings, specifications, shop drawings, product data and samples, computations, sketches, photographs, renderings, models and other materials prepared by POB or any of its subcontractors or consultants ("POB Materials") shall be the property of POB and shall be available to the Client for its use in connection with the services provided by POB for the Client's Project described in this Agreement. Both POB and Client shall be entitled to the non-exclusive use of the POB Materials and may reuse the same at any time without further compensation to POB or Client and without any restrictions on such use and reuse, except Client shall not transfer, assign, sell or permit the use of POB Materials by any third party for any purpose unrelated to the interests and use of the Client.

B. Electronic Transmission of POB Materials. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as electronic files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes. Electronic files are provided for convenience and informational purposes only and are not a finished product or an original POB Material. POB makes no representation regarding the accuracy or completeness of any accompanying electronic files. POB may, at its sole discretion, add wording to this effect on electronic file submissions. The Client waives any and all claims against POB that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. The Client agrees to indemnify and hold harmless POB, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages or costs (including reasonable attorneys' fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

3. POST-PROJECT COPIES OF POB MATERIALS

If the Client requests copies of POB Materials following the completion of the Client's Project, POB will provide such copies subject to Client's obligation to pay POB the expense of such post-Project services upon receipt of an invoice for the same.

4. SPECIAL PROVISIONS FOR OPINIONS OF PROBABLE CONSTRUCTION COSTS

POB's opinions of probable construction cost provided under this Agreement for the Client's Project are made on the basis of POB's experience and qualifications, and represent POB's best judgment as an experienced and qualified professional generally familiar with the industry. However, since POB has no control over the cost of labor, materials, equipment or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, POB cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable construction cost prepared by POB.

If the Client wishes greater assurance as to probable construction costs, the Client agrees to employ an independent cost estimator.

5. CHANGES IN SERVICES

A. Change in Scope of POB Services. The Client or the Client's Architect, may, from time to time, by written instructions or drawings issued to POB, make changes in POB Materials or other engineering services required of POB for the Client's Project. Such changes shall be effective upon POB's written acceptance of the same. Reimbursement of POB for charges and expenses incurred as the result of changes made by the Client or the Architect shall be invoiced in accord with POB's Professional Services Fee Schedule, Exhibit A to this Agreement, plus out-of-pocket expenses incurred by POB to accomplish such changes charged at 110% of such expenses.

B. All Changes in Writing. No oral changes shall be made to this Agreement. This Agreement may not be changed, terminated, or discharged except by an instrument in writing expressly referring to this Agreement and signed by the party or parties to be charged.

C. Factors which May Precipitate a Change. As the Client's Project progresses, facts uncovered may reveal the necessity for a change in the scope of services provided under this Agreement. POB will promptly inform the Client in writing of such situations so that changes in this Agreement can be negotiated as required.

6. INSURANCE

While providing services required by this Agreement, POB will maintain insurance coverage of the type and amounts stated below:

Workers' Compensation	In such amounts required by applicable laws
General Liability	
General Aggregate	\$2,000,000
Operations/Injury	\$1,000,000
Motor Vehicle Liability	
Liability/Injury	\$1,000,000
Professional Liability	\$1,000,000
Umbrella Liability Insurance	\$3,000,000

7. PERFORMANCE STANDARDS

A. POB will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of POB's profession currently practicing in the same locality under similar conditions. POB makes no other warranties or representations, either expressed or implied, regarding the services provided under this Agreement.

B. POB will correct deficiencies in services or POB Materials provided under this Agreement without additional cost to Client, except to the extent that such deficiencies are directly attributable to deficiencies in information or drawings furnished by the Client, the Client's Architect or the Client's contractors.

C. Unless otherwise specifically indicated in writing, POB shall be entitled to rely, without liability, on the accuracy and completeness of information provided by (i) Client, (ii) Client's Architect, consultants and contractors, and (iii) public records, without the need for independent verification.

8. SPECIAL PROVISIONS FOR FIELD SERVICES

A. Right of Entry. Client agrees to furnish POB with right-of-entry and a plan of boundaries of the site where POB will perform its services. If Client does not own the site, the Client represents and warrants that it will obtain permission for POB's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. POB will take reasonable precautions to minimize damage to the site from use of equipment, but POB is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from POB's operations has not been included in POB's fee.

B. Underground Structures. The Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. POB will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by the Client, then there will be a degree of risk to the Client associated with conducting the exploration. In the absence of confirmed underground structure locations, the Client agrees to accept the risk of any damages and losses resulting from the exploration work.

9. SPECIAL PROVISIONS FOR ENGINEERING DESIGN SERVICES

The Client understands and agrees that if POB's services under this Agreement include engineering design and do not include construction related services, then the Client:

- Assumes all responsibility for interpretation of the construction contract documents;
- Assumes all responsibility for construction observation and review; and
- Waives any claims against POB that may be in any way connected thereto.

For purposes of this Agreement, construction related services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

10. RISK MANAGEMENT

A. Limitation. To the fullest extent permitted by law, the total liability, in the aggregate, of POB and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to POB's services, the Project or this Agreement, will not exceed the total compensation received by POB under this Agreement, or available proceeds from POB's insurance, whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of POB or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. Client further agrees to require that all contractors and



EXHIBIT B

subcontractors agree that this limitation of POB's liability extends to include any claims or actions that they might bring in any forum.

C. Waiver of Consequential Damages. POB and Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

11. TERMINATION AND SUSPENSION OF SERVICES BY POB

A. Termination for Work Stoppage. Upon seven (7) days' written notice to Client, POB may terminate this Agreement if the work on Client's Project has been stopped for a thirty (30) day period through no fault of POB for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act.

B. Termination or Suspension for Nonpayment. Upon seven (7) days' written notice to Client, POB may terminate the Agreement or, in the sole discretion of POB, suspend performance of services if the Client fails to pay POB in accordance with this Agreement and POB has complied with the notice provisions of this Exhibit.

C. Other Termination Events. Upon seven (7) days' written notice to Client, POB may terminate the Agreement if the Client does any of the following: (a) assigns this Agreement over POB's reasonable objection; or (b) otherwise materially breaches this Agreement.

Upon termination by POB pursuant to this Agreement, POB shall be entitled to recover from the Owner payment for all services executed to the date of termination.

12. TERMINATION BY CLIENT

Within seven (7) days of receipt of a notice to cure, the Client may notify POB that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional days. After the expiration of the additional fourteen (14) day period, the Client may terminate this Agreement by written notice absent appropriate corrective action. Termination for default in performance is in addition to any other remedies available to the Client. The Client shall make reasonable efforts to mitigate damages arising from POB's default.

13. DISPUTE RESOLUTION PROVISIONS

A. Dispute Resolution by Discussions. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute through direct discussions. Within five (5) business days, the parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

B. Dispute Resolution by Mediation. Disputes between the Client and POB not resolved by direct discussion shall be submitted to mediation. The parties may mutually agree on the selection of the mediator. If the parties are unable to agree upon the selection of a mediator within fifteen (15) days of the request for mediation, resolution of the dispute shall be determined by a mediator selected by the Circuit Judge for Branch 1 of the Portage County, Wisconsin, Circuit Court.

C. Venue for Dispute Resolution. The venue of any dispute resolution procedure shall be Stevens Point, Wisconsin, unless the parties agree on another mutually convenient location.

D. Governing Law. This Agreement shall be governed by the laws in effect in the state of Wisconsin.

E. Legal Actions. If a dispute between the Client and POB is unable to be resolved by discussion or mediation, the parties shall resolve such dispute by legal action commenced in the Portage County Circuit Court in Stevens Point, Wisconsin.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

14. NOTICES

All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by commercial delivery service (costs prepaid); (b) sent by facsimile or email with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by U.S. certified mail, return receipt requested, in each case to the mailing addresses, facsimile numbers or email addresses set forth in the Agreement (or to such other address, facsimile number, email address or person as a party may designate by notice to the other party).

15. FACSIMILE TRANSACTIONS AND SIGNATURES

A. Any signed copy of this Agreement or other record or document pertinent to the transactions described herein and transmitted by facsimile machine ("fax") or by Internet email where the original signature appears in facsimile form on the fax transmission or on an email attachment document in portable document format (".PDF") shall be treated in all manner and respects as an original document; and the signature of any party upon such document transmitted by fax or email shall be considered an original signature.

B. This Agreement and any document pertinent to the transactions described herein may be transmitted in electronic form (by facsimile or email) with facsimile signatures of one or more parties. Each party acknowledges that the party can access facsimile documents if sent as above provided to the party's fax number or email address set forth herein. Each party agrees to keep all other parties informed by a written notice of any change in the party's fax number, email address or mailing address.

16. ADDITIONAL PROVISIONS

A. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

B. Waiver; Remedies Cumulative. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

C. Assignments, Successors and No Third-Party Rights. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this section.

D. Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter and the contemplated transactions. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

E. Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

F. Certifications. POB shall not be required to sign any documents, no matter by who requested, that would result in POB having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of POB's services or the Project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.

G. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or POB. POB's services hereunder are being performed solely for the benefit of the Client, and no other person or entity shall have any claim against POB because of this Agreement or POB's performance of services hereunder.

H. Jobsite Safety and Hazardous Conditions. Neither POB's professional activities nor POB's presence on the jobsite relieves the contractor of full responsibility for construction means, methods, sequence and techniques. POB has no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The contractor is solely responsible for jobsite safety.

In performing this contract, the Contractor shall ensure that no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**Wisconsin Rapids Public Schools
Lincoln High School
WI Rapids, WI**

Approximate Survey Limits

**Area 1 - 72.00 acres +-
Area 2 - 19.00 acres +-
Area 3 - 19.00 acres +-**



AREA 1

AREA 2

Lincoln High School

Performing Arts Center
of Wisconsin Rapids

SWCRC

Woodland
Veterinary Clinic

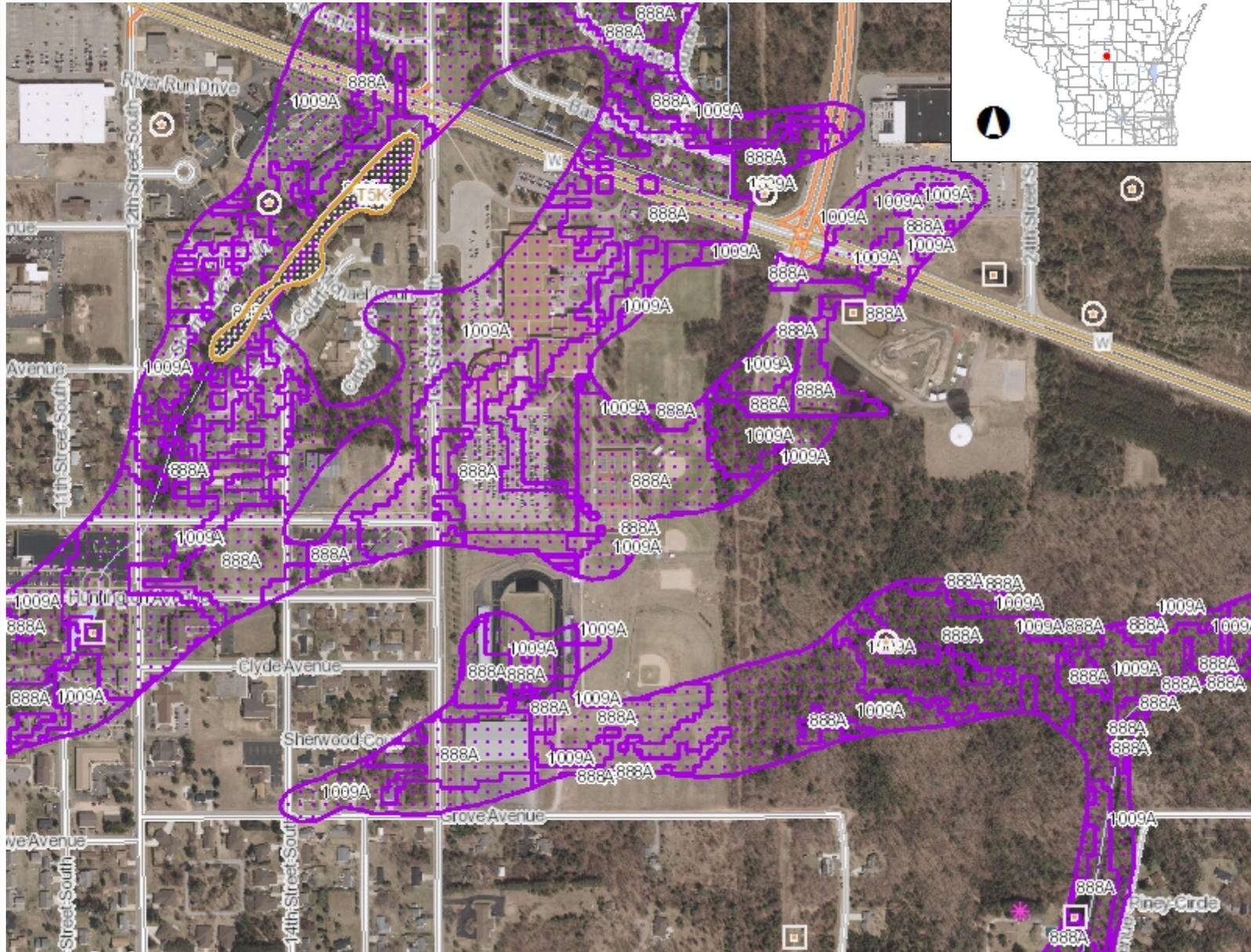
Our House Senior
Living - Wisconsin...

Renaissance
Assisted Living...

15th St S



Wetlands



- ### Legend
- PNW-ASNRI Sensitive Areas of Lakes
 - PNW-ASNRI Wild and Scenic Rivers
 - PNW-ASNRI Outstanding and Exceptional Streams
 - PNW-ASNRI Trout Streams
 - PNW-ASNRI Wild Rice Streams
 - PNW-ASNRI Outstanding and Exceptional Lakes
 - PNW-ASNRI Special Area Management Plan Streams
 - PNW-ASNRI Special Wetlands Inventory Study Streams
 - PNW-ASNRI Coastal Wisconsin Wetlands Streams
 - PNW-ASNRI Special Area Management Plan Areas
 - PNW-ASNRI Special Wetlands Inventory Study Areas
 - PNW-ASNRI Coastal Wisconsin Wetlands Areas
 - PNW-ASNRI Wild Rice Areas
 - PNW-ASNRI Trout Spring Ponds
 - PNW-ASNRI State Natural Areas
 - PNW-PRF Other Public Rights Features
 - PNW Musky Streams
 - PNW Sturgeon Streams
 - PNW Musky Areas
 - PNW Sturgeon Areas
 - PNW Walleye Areas

Notes

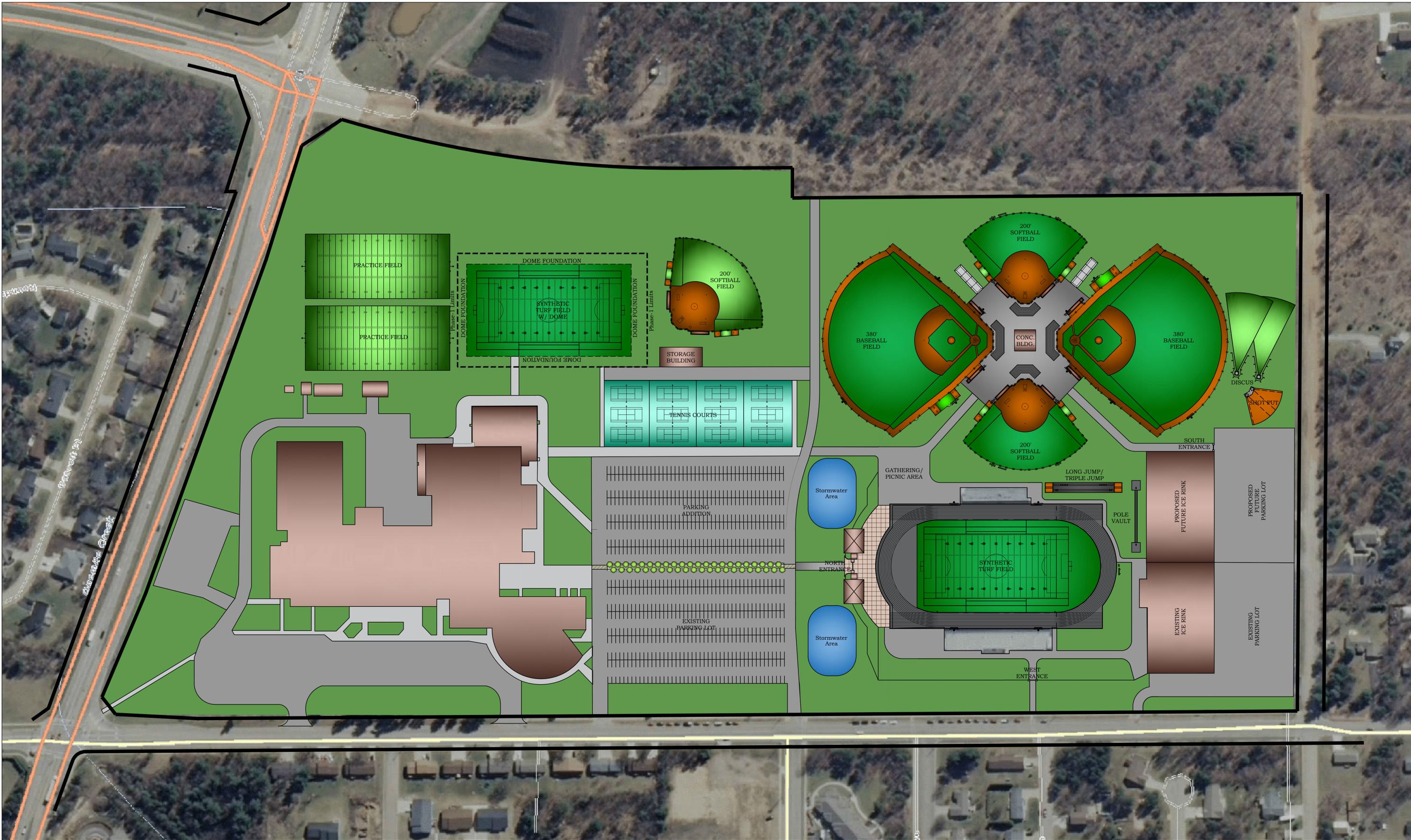
WRPS - Lincoln



NAD_1983_HARN_Wisconsin_TM

1: 7,920

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>



0' 100' 200'

Wisconsin Rapids - Lincoln High School

Overall Site Master Plan

04-24-19



Point of Beginning

Land Surveying
Engineering
Landscape Architecture

5709 Windy Drive, Suite D
Stevens Point, WI 54482
715.344.9999(Ph) 715.344.9922(Fx)