



CITY OF REEDSBURG
134 South Locust Street, PO Box 490
Reedsburg, WI 53959
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Public Works Committee Agenda
April 20, 2022
Reedsburg City Hall Council Chambers
6:00 PM

DUE TO THE RESTRICTIONS CAUSED BY THE COVID-19 PANDEMIC, SOME VOTING MEMBERS MAY BE PRESENT VIA TELECONFERENCE OR VIDEO CONFERENCE, AS PROVIDED BY THE RECOMMENDATIONS OF THE WISCONSIN DEPARTMENT OF JUSTICE. [HTTPS://WWW.DOJ.STATE.WI.US/NEWS-RELEASES/OFFICE-OPEN-GOVERNMENT-ADVISORY-CORONAVIRUS-DISEASE-2019-COVID-19-AND-OPEN-MEETINGS](https://www.doj.state.wi.us/news-releases/office-open-government-advisory-coronavirus-disease-2019-covid-19-and-open-meetings)

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY ATTEND THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THE COMMON COUNCIL HAS DECISION-MAKING AUTHORITY. IF A QUORUM OF THE COMMON COUNCIL ATTENDS THIS MEETING, NO ACTION WILL BE TAKEN BY THE COMMON COUNCIL AT THIS MEETING.

CALL TO ORDER

APPROVAL OF MINUTES

I. APPROVE MINUTES FOR THE MEETING HELD ON MARCH 16, 2022:

THE COMMITTEE WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COMMITTEE BY MEMBERS OF THE PUBLIC. THE COMMITTEE WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING

I. GENERAL BUSINESS:

- A. Consideration of Vierbicher contract for CDBG grant coordination (hotel project), new street design and Golf Course Road traffic signals
- B. Update on current projects

II. ADJOURN:



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

Reedsburg, WI
March 16, 2022

The Public Works Committee for the City of Reedsburg convened for a regular meeting, on March 16, 2022 at 6:00 p.m. at the Reedsburg Center Conference Room with the following members present:

Members Present: Charlie Backeberg, Dave Knudsen, Craig Braunschweig and Phil Peterson

Also Present: Steven Zibell

Motion by Peterson seconded by Braunschweig to approve the minutes from February 16, 2022 meeting.

Motion Carried

Motion by Peterson seconded by Braunschweig to recommend low bid from D L Gasser Construction for asphalt.

Motion Carried

Motion by Braunschweig seconded by Backeberg to recommend low bid from Bindl Bauer Lime and Stone for crushed aggregate.

Motion Carried

Motion by Backeberg Seconded by Braunschweig to recommend low bid from Rennhack Construction for both Contract A curb and gutter and Contract B sidewalk repair.

Motion Carried

Motion by Peterson seconded by Backeberg to recommend Ray Zobel and Sons for Equipment.

Motion Carried

Motion by Peterson seconded by Backeberg to adjourn.

Motion Carried

Adjourned at 6:35 p.m.
Respectively Submitted,

Steven T. Zibell, Public Works Director/City Engineer
City of Reedsburg



April 7, 2022

Steve Zibell, City Engineer
City of Reedsburg
134 South Locust Street
Reedsburg, WI 53959

VIA EMAIL

Re: Agreement for Consulting Services
TID No. 9 Business Park Hotel Infrastructure Engineering & CDBG Grant Application

Dear Steve:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide preliminary engineering and grant administration services to the City of Reedsburg (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City has applied for a grant from the CDBG Public Facilities for Economic Development (CDBG-PFED) program to fund infrastructure improvements to serve the proposed Holiday Inn Express Hotel (Hotel) in the Reedsburg Business Park. See Exhibits A and B for maps showing the infrastructure improvements.

The infrastructure improvements include the following:

- Extension of City street and utilities from Golf Course Road east approximately 360 feet.
- Improvements to the Hwy 23/33 and Golf Course Road intersection to add traffic signals.

The Hotel plans to start construction in the spring of 2022 and complete construction by the end of the year. The City's street and utility extension needs to be completed by the fall of 2022. The traffic signals are planned to be completed by June 2023.

II. SCOPE OF SERVICES

A. General

The scope of work included in this agreement includes the CDBG PFED grant administration and engineering services related to the design and construction of the infrastructure. The traffic signals will be designed by KL Engineering. Their services are included in this agreement.

B. Specific Services Provided by Consultant

1. CDBG Grant Administration

- a) Assist the Client with finalization of the CDBG grant agreement.

- b) Attend public meetings to implement the CDBG PF Grant. The meetings include: One public hearing during the implementation of the project and a CDBG monitoring visit.
- c) Establish and maintain record keeping, and file system as required by the CDBG program.
- d) Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices and Request for Release of Funds.
- e) Act as the Federal Labor Standards officer for the project. Duties shall include:
 - (1) Obtaining Federal Wage Rates,
 - (a) Assemble Federal Labor Standards documents into bidding specifications,
 - (b) Monitor wage determination changes and issue new wage decisions as needed during project bidding,
 - (c) Complete and submit semi-annual labor standards compliance reports,
 - (d) Monitor contractor payroll reports for compliance with Davis-Bacon requirements,
 - (e) Interview contractor employees as required by Davis-Bacon Act,
 - (f) Complete and submit the final Labor Standards Certification.
 - (2) Assist with financial management journals as required by the CDBG program.
 - (3) Assist the Client with setting up the grant account to receive CDBG disbursements. Prepare and submit requests for disbursement of funds. Coordinate payment of project invoices with other funding sources and document matching funds.
 - (4) Assist with Equal Opportunity compliance as required by the CDBG program.
 - (5) Assist with Fair Housing Actions required by the CDBG program.
 - (6) Complete and submit semi-annual reports as outlined in the CDBG Contract.
 - (7) Complete closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.

2. Engineering & Land Surveying Services (Street & Utility Extension)

- a) Preliminary Design
 - (1) Attend an initial coordination and design review meeting with the Client and other appropriate parties to review the project.
 - (2) Conduct topographic field survey.
 - (3) Coordinate geotechnical investigations. A soil boring & test pit location map shall be prepared for the site. This item includes soliciting bids from Geotechnical Engineers, coordination of soil boring and test pits with the selected Geotechnical Engineer, and stake out proposed soil borings and test pits. Consultant's scope includes coordination with Geotechnical Engineer only. Geotechnical Engineer shall contract their scope of work directly with Client.

- (4) Prepare preliminary plans and Opinion of Probable Cost.
- (5) Meet with the Client to review the updated preliminary design and cost opinion. Identify design modifications and obtain approval to proceed with the Final Design.

b) Certified Survey Map (CSM)

Prepare a CSM to dedicate the proposed public street right-of-way, create the Outlots for the storm water management facilities and create parcels for development. The CSM shall conform to the requirements of Chapter 236.34 of the Wisconsin Statutes and the City of Reedsburg Ordinances.

This work shall include:

- (1) Survey record research,
- (2) Recovery and location of required public land corners,
- (3) Recovery of existing parcel corners,
- (4) Setting new lot corners,
- (5) Field survey and location of the existing buildings, structures, drives and parking areas,
- (6) Easements and other encumbrances as referenced in the title work provided by the Client shall be depicted to the extent feasible,
- (7) Preparation of required submittal materials for the City of Reedsburg; preparation of the final CSM for recording (surveyor's and owner's certificates, approval and recording certificates must be created),
- (8) Circulation of final CSM for execution of necessary certificates; this shall include delivering the CSM to the Client, who will coordinate obtaining signatures from the City of Reedsburg, followed by recording at the County,
- (9) Submittal of final, signed and executed CSM to the County Register of Deeds for recording.

The deliverables include one CSM, field staking of lot corners and preparation of the land division application. All fees for the CSM or any other governmental submittal or review shall be the responsibility of the Client.

c) Final Design

- (1) Prepare final plans, specifications, bid documents and permit applications required to obtain regulatory agency approval(s), competitive bids, and enable construction of the projects.
- (2) Provide the Client with complete sets of all plans, specifications, and bid documents. Submit plans, specifications and permit applications to regulatory agencies as required.
- (3) Participate in project meetings to include the following:
 - (a) Kick-off meeting,
 - (b) 30% plan review meeting with City staff,
 - (c) 60% plan review meeting with City staff,
 - (d) Public Works / City Council Meeting (if required).

d) Regulatory Approvals

Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:

- (1) WDNR Sanitary Sewer Extension,
- (2) WDNR Water Main Extension,
- (3) WDNR WRAAP.

e) Bidding and Award of Contract

- (1) Prepare advertisement for bids, solicit and coordinate the bid process. Client to publish Advertisement for Bid in legal publication. Consultant will notify contractors that project is out for bid.
- (2) Provide plans and specifications to bidders through QuestCDN, a web-based supply house for each contract let. We anticipate there will be one construction contract for the proposed work.
- (3) Assist with the bid opening and make a recommendation concerning award of contract.

f) Construction Phase Services

- (1) Following award of contract by Client, coordinate securing the completed contract documents, (e.g. contract, bonds, insurance certificates, etc.) from the Contractor for the Client.
- (2) Conduct a preconstruction meeting with the Contractor, Client's representatives, utility companies and other parties directly affected by the construction.
- (3) Provide one-time horizontal alignment and vertical control staking for each construction activity. Any re-staking required by vandalism, contractor negligence, or other causes is not a part of this contract.
- (4) Review and approve, or take other appropriate action with respect to Shop Drawings and Samples and other data that Contractor is required to submit.
- (5) Conduct resident engineering observation of underground storm sewer, sanitary sewer and water main construction to determine conformity to the plans and specifications. Conduct periodic engineering observation of the street, sidewalk and restoration. The project engineer or a qualified technician will provide these services. This service does not relieve the Contractor of any obligation to construct the project in conformity with the plans and specifications, nor does it make Vierbicher Associates, Inc. an insurer of, or relieve the Contractor of, any obligations or guarantees concerning the Contractor's performance. Actual observation time will be based upon direction from Client and construction progress. Client may assume a role in observation.
- (6) Periodically advise the Client of the progress of construction and consult with the Client on construction and completion of the project. If the Consultant shall determine that the work, or a portion of the work, on the basis of his observations, is not in conformance with the plans and specifications; or that such work will not produce a completed project that conforms generally to

the contract documents; or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, the Consultant shall so notify the Client and recommend that appropriate action be taken by the Client.

- (7) Review and take appropriate action on all Contractor pay requests and change orders.
- (8) Conduct final review of the project with the Client or its representative. Prepare final punch list, if necessary, and coordinate with Contractor for completion of the project.
- (9) Prepare final pay request and submit project completion letter/documentation.
- (10) Prepare record drawings. Submit record drawing to Client. Prepare electronic copy suitable to include in the City's GIS mapping system.

3. Engineering Services (Traffic Signals & Intersection Improvements)

- a) The engineering services for the traffic signals and related improvements for the intersection of Golf Course Road and Hwy 23/33 will be provided by KL Engineering (Sub-consultant) as a sub-contract to the agreement. A copy of the sub-consultant agreement is attached as Exhibit C.
- b) In addition to the services provided by the Sub-consultant, Consultant shall provide the following services for the traffic signals & intersection improvements.
 - (1) Conduct a topographic survey of the project limits and provide the survey data to the Sub-consultant.
 - (2) Bidding and contract award. The signals will be bid using a separate bid process. The scope of services shall be the same as identified in Section II. B. 2. D. above.
 - (3) Provide periodic construction observation to supplement the observation being provided by the Sub-consultant.

B. Additional Services if Requested by Client

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that creates a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions; the following services are not included as part of this work.

Services related to the CDBG grant application, environmental studies, archaeological investigations, soil borings, flood plain analysis, special assessments, negotiations for property

rights acquisitions, and other detailed studies or investigations, unless specifically identified above, are not included as part of this work. Permit fees are not included.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following shall be provided by others:

- A. Information related to existing infrastructure,
- B. Scheduling of City meetings.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule. The actual schedule will depend upon EDA review time.

Activity	Date
A. Part 1: Street & Utility Extension	
1. Authorization to Proceed	April 11, 2022
2. Complete Environmental Review	May 15, 2022
3. Preliminary Engineering	May 15, 2022
4. Regulatory Permit Applications	May 15, 2022
5. Final Engineering	June 1, 2022
6. Bidding & Contract Award	July 11, 2022
7. Start Construction	August 15, 2022
8. Substantial Completion of Construction	November 1, 2022
9. Final Completion of Construction	June 30, 2023
B. Part 2: Traffic Signals & Intersection Improvements	
1. Authorization to Proceed	April 11, 2022
2. Review Traffic Impact Analysis prepared by KL Engineering.....	June 1, 2022
3. Preliminary Engineering	August 1, 2022
4. Regulatory Permit Application	August 1, 2022
5. Final Engineering	September 1, 2022
6. Bid & Contract Award	October 10, 2022
7. City Direct Purchase of Equipment Order.....	November 1, 2022
8. Start of Construction	April 15, 2023
9. Completion of Construction	June 30, 2023

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. CDBG grant administration documents including environmental review, labor standards, financial management, equal opportunity and project close-out.
- B. Plans, specifications and bidding documents,
- C. Regulatory approval submittals,
- D. Bid tabulation and recommendation of contract award,
- E. Construction documentation reports,
- F. As-Built Drawings & GIS data.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Mark Steward for grant administration and Neil Pfaff for engineering. They along with other personnel shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Mark and Neil.

The Client designates Steve Zibell as their representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

The fee to provide the scope of services described herein is as follows:

A.	CDBG Grant Administration (Fixed Fee)	= \$ 20,000
B.	Street & Utility Extension	
1.	Design & Permitting (Fixed Fee)	= \$ 11,500
2.	Certified Survey Map (Fixed Fee)	= \$ 4,000
3.	Bidding and Contract Award (Fixed Fee)	= \$ 4,000
4.	Construction Phase Services (Time & Expense)	= \$ 7,500
	Total.....	= \$ 27,000
C.	Traffic Signal & Intersection Improvements	
1.	Vierbicher Topo Survey (Fixed Fee)	= \$ 1,800
2.	Vierbicher Bidding & Contract Award (Fixed Fee)	= \$ 4,000
3.	Vierbicher Construction Inspection (Time & Expense)	= \$ 5,000
4.	KL Engineering Sub-consultant Fee (Time & Expense)	= \$ 54,500
	Total.....	= \$ 65,300

All costs are related to this agreement and are considered to be eligible to be paid by TID No. 9.

- D.** These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- E.** Reimbursable expenses are included in the above-stated fees or estimates.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Kurt R. Muchow
Project Leader

Enclosure: General Terms and Conditions
 Exhibit A - Proposed Street & Utility Extension Map
 Exhibit B – Proposed Traffic Signal & Intersection Improvement Map
 Exhibit C – KL Engineering Sub-consultant Agreement

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Steve Zibell, City Engineer
City of Reedsburg
134 South Locust Street
Reedsburg, WI 53959

Date

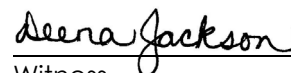
Witness

Consultant



Kurt R. Muchow, Principal
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, WI 53959

April 7, 2022
Date



Witness

© 2022 Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- I. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the limits of Consultant's professional liability insurance policy, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

12. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

13. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or

construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

14. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

15. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

16. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

17. 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 Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

18. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

19. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

20. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

21. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

22. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

23. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

24. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

25. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern

04 Oct 2021 - 3:47p R:\Badger Hotel Development Company LLC\210132 Reedsburg Hotel\CADD\Reedsburg Hotel - Concept Plan.dwg By: bcta

©Vierbicher Associates, Inc.

LEGEND

- HOTEL LOCATION
- PROPOSED ROADS
- SANITARY SEWER
- FLOW DIRECTION
- WATER MAIN
- DRAINAGE WAY





vierbicher
planners | engineers | advisors
Phone: (800) 261-3988

EXHIBIT A

REEDSBURG HOTEL

CITY OF REEDSBURG
SAUK COUNTY, WISCONSIN

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE
SEPTEMBER 2021

DRAFTER
GSCH

CHECKED
NPFA

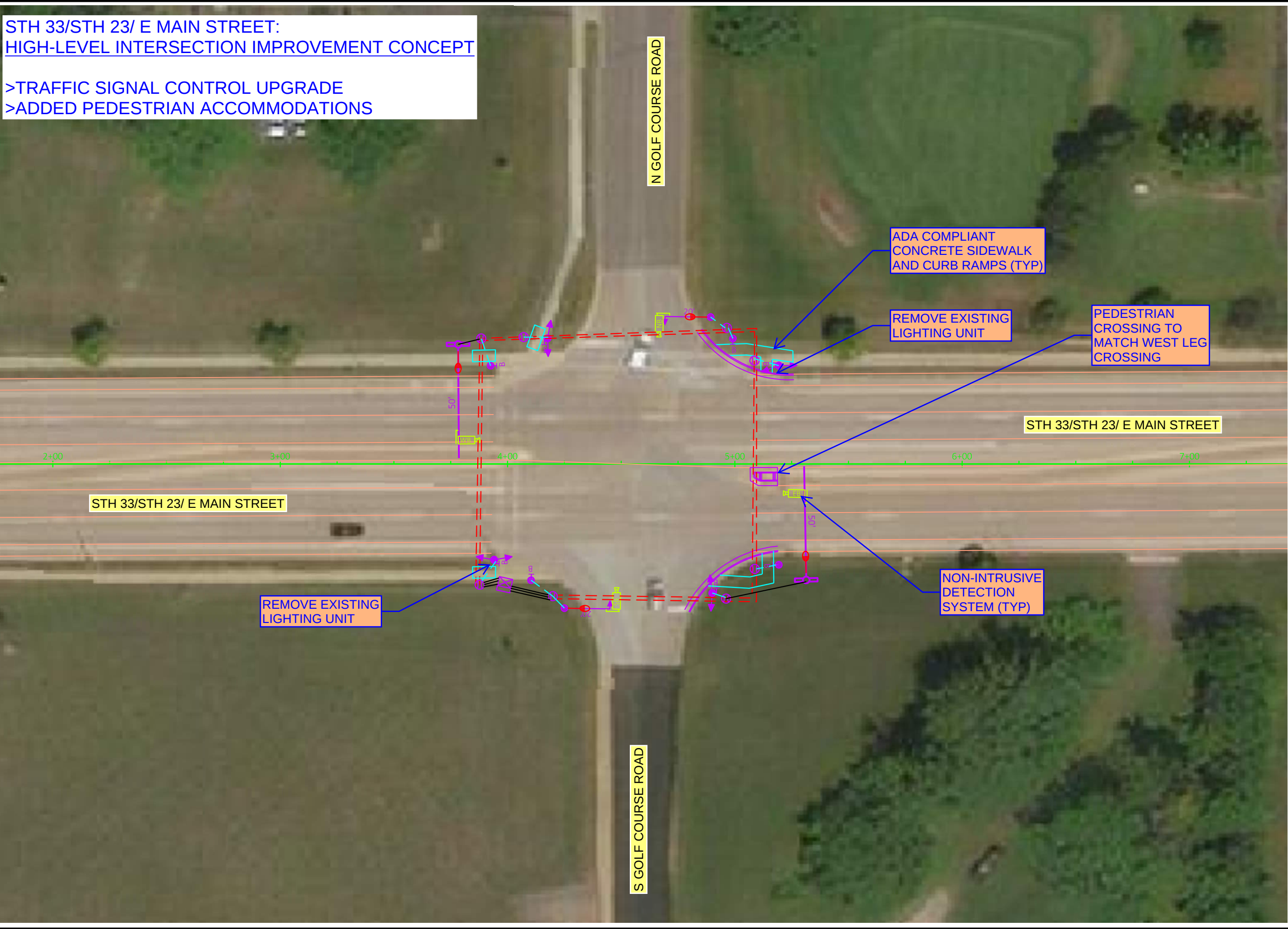
PROJECT NO.
210134

SHEET
1 OF 1

FILE NAME : G:\VERBICHER\22006-000 REEDSBURG STH 23_33 PRELIM TRAFFIC SIGNAL AND ESTIMATE\CIVIL 3D\DESIGN\EDGELINES\REEDSBURG INTERSECTION_RECOVER.DWG PLOT BY : MATT REGNIER PLOT DATE : 2/9/2022 10:34 AM

STH 33/STH 23/ E MAIN STREET:
HIGH-LEVEL INTERSECTION IMPROVEMENT CONCEPT

>TRAFFIC SIGNAL CONTROL UPGRADE
>ADDED PEDESTRIAN ACCOMMODATIONS



KL Engineering
[A] Better Experience
5400 King James Way
Suite 200
Madison, WI. 53719
Phone: (608) 663-1218
Phone: (800)-810-4012
<http://klengineering.com>
email@klengineering.com

CITY OF REEDSBURG

IMPROVEMENT CONCEPT

STH 33/STH 23 & Golf Course Rd

Project No: XXXXXX-XX
Date: XX-XX-XXXX
Designed By: XXX
Drafted By: XXX
Checked By: XXXX

Revisions: XX-XX-XXXX

EXHIBIT B

SHEET NO.

1 OF 1



EXHIBIT C

5400 King James Way
Suite 200
Madison, WI 53719
608.663.1218
Toll Free: 800.810.4012
Fax: 608.663.1226
www.klengineering.com

March 30, 2022

Kurt Muchow, P.E.
Vierbicher Associates
400 Viking Drive
Reedsburg, WI 53959

RE: Proposal for Engineering Services – STH 33/23 & Golf Course Rd Traffic Signal Installation – City of Reedsburg

Dear Kurt,

KL Engineering is pleased to provide you with this proposal to perform traffic engineering, roadway design, and construction support at the intersection of STH 23/33 & Golf Course Rd in the City of Reedsburg. This agreement of services consists of engineering design tasks including final traffic signal design, preparation of a biddable plan set for traffic signal and roadway design work, providing construction support services, and coordination with project stakeholders.

The following attachments are included with this letter and should be considered part of our contract for engineering services:

- **Attachment A** – Contract Assumptions and Scope of Services
- **Attachment B** – Billing Schedule
- **Attachment C** – General Terms and Conditions

The total cost for services described in this proposal includes:

- **\$23,500** fee to complete Traffic Signal Design tasks, to be billed on an hourly basis
- **\$12,500** fee to complete Roadway Design tasks, to be billed on an hourly basis
- **\$3,500** fee to complete Project Delivery and Administration tasks, to be billed on an hourly basis
- **\$15,000** fee to provide construction support services, to be billed on an hourly basis

The maximum cost for the services included with this contract is **\$54,500** to be billed under the terms described above.

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached Billing Rate Schedule and General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. Vierbicher Associates will reimburse KL Engineering within 30 days from the date of each invoice.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed with the specific tasks by signing the appropriate section of this proposal and returning it to us.

Sincerely, Matt Regnier, P.E.

KL Engineering, Inc.

Approved By: _____

Name (printed): Mike Scarmon, P.E., PTOE

Title: Director – Infrastructure Services

Date: 3/30/2022

Vierbicher Associates, Inc.

Approved By: _____

Name (printed): Kurt R. Muchow

Title: Principal

Date: April 7, 2022

Contract Assumptions and Scope of Services

Traffic Engineering, Roadway Design, and Construction Support Services

STH 33/23 & Golf Course Rd Traffic Signal Design

City of Reedsburg, Wisconsin

March 30, 2021

This document describes contract assumptions and provides a scope of services to perform traffic engineering, roadway design, and construction support services for improvements at the intersection of STH 33/23 & Golf Course Rd in Reedsburg, Wisconsin. This scope of services consists of traffic data collection, traffic engineering design tasks including final traffic signal design, preparation of a biddable plan set for traffic signal and roadway design work, providing construction support services, and coordination with WisDOT, the City of Reedsburg, and other stakeholders.

Contract Scope Assumptions

- This proposal assumes that the City of Reedsburg will provide KL Engineering with the Reedsburg Business Park East Traffic Impact Analysis Study document. KL Engineering will use traffic engineering recommendations developed in this study and subsequently approved by WisDOT.
- Traffic signal infrastructure and equipment will be designed to conform to the City of Reedsburg's requirements, using the intersection of Viking Drive with 8th Street as example, including use of non-intrusive vehicle detection.
- This proposal is based on providing supplemental intersection lighting on traffic signal equipment, if determined necessary by a KL Engineering lighting engineer and assumes that if needed, this additional lighting would be energized out of the traffic signal cabinet. No additional lighting is included.
- Signal communications infrastructure is not included.
- This proposal assumes that Emergency Vehicle Preemption (EVP) is not required by the City of Reedsburg and is not included.
- This proposal assumes that temporary traffic signals will not be required during construction.
- This proposal assumes that storm sewer modifications will not be required.
- This proposal assumes that all work will be accomplished within existing state right-of-way.
- This proposal assumes that Vierbicher Associates will provide all survey, including roadway, utility mapping, right-of-way boundaries, and right-of-way easement coordinate if required.

Scope of Services – Traffic Signal Design (\$23,500)

Data Collection

- For the purpose of WisDOT traffic signal warrant documentation and traffic signal timing tasks, includes intersection turning movement volume and pedestrian count data collection.
- Data will be collected for fourteen (14) hours, including weekday AM, mid-day and PM peak traffic periods, using a video camera at one (1) location: STH 33/23 & Golf Course Rd.
- Includes compiling an inventory of roadway characteristics within the study area intersection and roadways, including the following items:
 - Documentation of existing signing
 - Posted and advisory speed limits
 - Intersection type and geometric configuration
 - Lane, shoulder, and median widths
 - Pedestrian and bicycle facilities

Traffic Engineering and Coordination

- Includes an evaluation of traffic volumes, future traffic demand, and existing lane assignments, to determine traffic signal phasing and timings. This proposal is based on preparing traffic signal timings for fully-actuated operation, for up to three (3) unique time-of-day plans.
- Traffic signal warrant analysis for one (1) intersection.
- Includes up to eight (8) hours of coordination with Strand Associates regarding the conclusions and recommendations presented in the on-going Reedsburg Business Park East TIA document.

Traffic Signal Design

- **75% signal design tasks include:** identifying recommended phasing, identifying impacts and conflicts, and preparing a summary of steel poles and arms to allow the City of Reedsburg the ability to procure in advance of the construction bid, to avoid construction delays due to the lengthy material delivery timelines.

- **Final signal design tasks include:** full electrical design (conduit/pullboxes/cabling/wiring), final equipment layout and stationing, hardware requirements, signal control requirements, and traffic signal timing plans.
- **Coordination tasks include:** traffic signal warrant coordination with WisDOT, includes coordination with City of Reedsburg staff to confirm project design standards and requirements, and includes coordination with impacted utility companies for conflict resolution and electrical service requirements.

Meetings and Correspondence

- Includes up to two (2) meetings with the Client, and/or project stakeholders, as needed.

Scope of Services – Roadway Design (\$12,500)

- Includes design of curb ramps, median nose and curb and gutter adjustments, and sidewalk modifications to create crossings on the south and east legs of the intersection of STH 33/23 with Golf Course Rd.
- Includes up to a maximum of 200 FT of roadway design on the south leg, based on currently anticipated recommendations of the Reedsburg Business Park East TIA document being prepared by Strand Associates.
 - This proposal assumes a 200 FT maximum linear footage of roadway widening along south leg of the intersection will be designed. Full reconstruction effort is not provided.
- Includes creation of biddable plan set including removal plans, plan details, traffic control, erosion control, cross sections, permanent signing, and pavement marking design.

Scope of Services – Project Delivery and Administration (\$3,500)

- The proposal assumes KL Engineering will prepare and compile the DT1812 Application/Permit to Work of Highway Right-of-Way document for review by Vierbicher Associates and submission by the City of Reedsburg.
- This proposal provides for work to complete plans suitable for a competitive procurement only bid of steel equipment in fall 2022.
- This proposal also provides work to complete a full plan set for one (1) construction letting to be advertised in winter 2022/2023.
- This proposal includes delivering all traffic signal and roadway plans, technical specifications, and an estimate of construction cost for the STH 33/23 & Gold Course Rd traffic signal installation.
- This proposal assumes Vierbicher Associates will compile and prepare bidding documents for advertisement, and complete project administration during the letting and construction phase.
- This proposal includes up to eight (8) hours to provide administrative support, and to address contractor inquiries during advertisement.

Scope of Services – Construction Support Services (Up to \$15,000)

- This proposal assumes Vierbicher Associates will provide direct project administration, any required construction survey and staking, and day to day oversight during construction.
- This proposal is based on KL Engineering providing a technical support role during construction, at the request of City of Reedsburg and Vierbicher staff, which will include all electrical equipment submittal approvals, approval of concrete base placement, and electrical installation inspections.
- This proposal includes up to six (6) project visits during construction and up to 120 hours for construction services, as requested by Vierbicher staff, for completion of the following tasks:
 - Administrative and technical support to review equipment submittals for contractor approval.
 - Technical support for addressing inquiries regarding:
 - Design intent, contractor questions, design change requests, project construction meetings, signal timing field review, and as-built plan delivery to the City of Reedsburg.
 - Provide periodic electrical inspections and virtual coordination as needed to complete a final punch-list review.

**STANDARD BILLING RATE SCHEDULE
EFFECTIVE DECEMBER 1, 2021**

Administration	\$80.00
Limited Term Employee	\$60.00
Technician I	\$66.00
Technician II	\$75.00
Technician III	\$85.00
Technician IV	\$90.00
Technician V	\$95.00
Senior Technician I	\$100.00
Senior Technician II	\$105.00
Senior Technician III	\$120.00
Surveyor I	\$75.00
Surveyor II	\$80.00
Surveyor III	\$85.00
Surveyor IV	\$88.00
Surveyor V	\$90.00
Senior Surveyor I	\$95.00
Senior Surveyor II	\$103.00
Senior Surveyor III	\$105.00
Engineer I	\$90.00
Engineer II	\$94.00
Engineer III	\$98.00
Engineer IV	\$102.00
Engineer V	\$105.00
Senior Engineer I	\$110.00
Senior Engineer II	\$120.00
Senior Specialist III	\$120.00
Senior Engineer III	\$130.00
Technical Leader	\$130.00
Project Leader	\$143.00
Senior Technical Leader	\$145.00
Senior Project Leader	\$145.00
Discipline Leader	\$155.00
Director	\$165.00
Principal	\$175.00

Expenses

Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc)	at cost
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Travel Expenses

Company or Personal Car Mileage	IRS rate
Lodging and Subsistence	at cost

Billing and Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

This schedule of billing rates is effective December 1, 2021 and will remain in effect until October 31, 2022 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

KL ENGINEERING, INC.
General Terms and Conditions of the Engineering Services

ATTACHMENT C - KL

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.
2. KL Engineering, Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. KL Engineering, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.
4. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of KL Engineering, Inc., to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
6. Owner shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Owner or any person or organization for which Owner is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
7. In the event of a dispute between KL Engineering, Inc. and Owner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Owner agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
8. Termination of this agreement by the Owner or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreements entered into between KL Engineering, Inc., and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
9. Reuse of any documents and/or engineering services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Owner or by others acting through the Owner.
10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. KL Engineering, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Owner are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.
12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.