

**Confirmation of Client Request for Services
between Cedar Corporation (ENGINEER)
and Town of Clayton (CLIENT)**

Authorization to Perform Professional Engineering Services

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Oakridge Road – Road Improvements from CTH T to STH 76 LRIP Design – Bid – Construction Services

Scope of Work: ENGINEER will complete the scope of services outlined in Attachment A.

Method of Compensation: Work will be completed on a Lump Sum basis for \$125,898 for Phases 1-3. Phase 4 to be completed on a Time & Materials basis with an estimated cost of \$80,000. Rates as shown in Attachment B.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

Timetable: Work will be completed per the schedule in Attachment A.

Standard Conditions: Enclosed as Attachment C.

WisDOT LRIP State Municipal Agreement (SMA): See Attachment D.

THIS AGREEMENT is hereby approved and executed this ___ day of _____, 2026.

TOWN OF CLAYTON

CEDAR CORPORATION

By: _____

By: _____

Name: Russel Geise

Name: Ken Jaworski

Title: Town Chairman

Title: Director

By: _____

By: _____

Name: Kelly Wisnefske

Name: Teal Spellman, P.E.

Title: Town Administrator

Title: Project Manager

Attachment A – Scope of Services

The Town of Clayton (Town) has requested Cedar Corporation (Cedar) to provide a proposal for the Engineering Services for the Oakridge Road - Road Reconstruction Project (Project), as noted below:

- Oakridge Road from CTH T to STH 76.

Construction to be completed:

- Reconstruct roadway pavement structure per LRIP application and State Municipal Project Agreement.
- Proof roll the roadway subgrade and base course as applicable.
- Excavate the failed areas and place base course.
- Excavate the areas that require ditching to properly drain the roadway pavement structure and provide storm water management as needed.
- Remove and replace or install driveway culverts as necessary for ditching and drainage.
- Pave the roadway with 11' drive lanes with 4" of HMA pavement and re-establishing the roadway crown.
- Shoulder the roadway two feet wide on both the left and right side of roadway.
- Landscape Restoration of ditching areas to be seed and mulch and erosion mat in the ditch bottom and side slopes.
- Install culverts.
- Install pavement markings.
- Traffic control to include road closed to Thru Traffic, Open to Local Traffic coordinated with agricultural activities to the extent practical.

Cedar proposes to complete the following services:

Phase 1 - Design

- Field topographic survey of the roadway corridor including existing utilities and right of way monumentation.
- Wetland Delineation Report, required for Wisconsin Department of Natural Resources(DNR) and United States Army Corps of Engineers (USACE) permitting.
- Provide pavement borings through a sub-consultant for determination of existing pavement and stone base thickness.
- Prepare a set of documents including plan sheets with cross sections for ditching at 50-foot intervals and at any driveways.
- Prepare a specification for the construction.
- Utility coordination for the Project.
- Secure necessary DNR and County Storm Water Permits, as required.

- Secure necessary DNR and USACE wetland/waterway permits as required.
- Prepare a Traffic Control Plan and obtain required work in right of way permits from County and WisDOT.
- Prepare an Erosion Control Plan.
- Complete estimated quantities for all construction.
- Design Meetings (anticipated to be 2) with the Town to finalize the design.
- Prepare an Advertisement for Bid for the Town to publish in the legal newspaper.
- Identify needed property and easements for completion of the work, and future maintenance of the roadway, and prepare legal descriptions and easement documents for property acquisition.
- Assist in securing the temporary construction easements where necessary to facilitate construction.
- Assist in securing right of way as needed for the project.

Phase 2 - Bidding Phase (Virtual Bidding)

- Place bidding documents on BidQuest for potential Contractors to review and submit a bid.
- Answer Contractors' questions on the bid documents.
- Assist in the Bid Opening at the Town Offices.
- Prepare a Bid Tabulation of the bids received and review with the Town.
- Consult with the Town on the award.
- Prepare the contract documents for award and execution with the selected Contractor.

Phase 3 - Construction Administration Phase

- Provide General Administration of the Contract.
 - Administer the Preconstruction Meeting.
 - Assist with Construction Public Information Meeting
 - Coordinate with Utility companies on relocation/conflict efforts, if necessary.
 - Shop Drawing coordination and review.
 - Interpretation of the contract documents.
 - Answer questions from the Contractor.
 - Bi-Weekly construction meetings with agendas/notes.
 - Bi-weekly flyer for construction updates to Town and residents.
 - Site visits to review the work being completed, as needed.
 - Pay Requests preparation.
 - Change Order negotiation and preparation.

- Prepare LRIP Grant Reimbursement Requests with Town per SMA.
- Closeout documentation.
- Construction staking for any culvert, ditching and roadway construction including cut sheets.

Phase 4 – Construction Observation (Time and Materials)

- Provide Resident Engineering Services as requested by the Town.

Town Responsibilities:

- Provide a representative authorized to make decisions on behalf of the Town during the Project.
- Provide a meeting place for public meetings.
- Work with Town Attorney to review and finalize property acquisition documents(warranty deeds).

The Proposed Schedule is as follows:

Authorization to Proceed	October 7th 2026
Design Phase	October 2026 – February 2027
Bidding Phase	February 2027
Bid Opening	February - March 2027
Contract Award	April 2027
Construction Phase	July – October 2027

2026 SCHEDULE OF HOURLY RATES

CLASSIFICATION	RATE
Architectural Associate	\$130 - \$145
Architectural Project Manager	\$150 - \$175
Community Specialist	\$145
Construction Manager	\$160 - \$175
Director	\$220
Engineer	\$125 - \$195
GIS Specialist	\$110 - \$145
Intern	\$95
Landscape Architect	\$155
Planner	\$115 - \$155
Principal	\$240
Project Assistant	\$95 - \$115
Project Manager	\$165 - \$215
Scientist / Geologist	\$105 - \$160
Senior Architect	\$190
Surveyor	\$120 - \$145
Technician	\$100 - \$145

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	\$0.72/mile
GPS/Robotic Survey Equipment	\$40/hour
Aerial Drone	\$350/hour
Hydrone	\$70/hour

Reimbursement expenses are subject to adjustment during the calendar year based on operating costs and the IRS standard mileage rate.

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.

Attachment C - Standard Conditions

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar

Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.
- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically

objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's

written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise

the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar

Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under

Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration

of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of

any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.