vierbicher
advisors / engineers / surveyors

201 E. Main St | Suite 100 | Reedsburg, Wisconsin 53959
Phone: 608-524-6468 | Fax: 608-524-8218 | vierbicher.com

November 13, 2026

Barry Hottmann
City of Dodgeville
140 E Leffler Street
Dodgeville, WI 53533

Re: Agreement for Engineering Consulting Services
W Division Street Reconstruction
Dodgeville, WI

Dear Barry:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering Consulting Services to City of Dodgeville (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The project involves the reconstruction of West Division Street (CTH CH) from the city limits to Iowa Street (STH 23). An alternate will be bid out for two blocks of S Douglas from W. Division to W. Walnut. The design and topographic survey will include both the areas of W. Division and S. Douglas (Exhibit A). The completion of S. Douglas Street reconstruction will be evaluated after bid results are received and reviewed with the Client.

Utility improvements will be included as part of the project. The existing water main, sanitary sewer, and storm sewer will be replaced entirely within the project limits.

Iowa County is contributing costs towards the pavement section as well as 50% of the storm sewer costs.

II. SCOPE OF SERVICES

A. General

Consultant shall provide engineering services for the above project. These services include preparation of engineering drawings and specifications, applying for regulatory agency approval, bidding and contract award, and Contract Administration.

B. Specific Services Provided by Consultant

Task 1 – Topographic Survey

1. Complete a topographic site map that depicts existing features and conditions. The limits of the topographic site map shall extend 10' feet beyond each right-of-way and include existing surface features, utilities, roadway sections, and other elements that may affect the design. The Topographic site map shall include locating existing monumentation to the extent that said monumentation is in existence at the time the field work is completed. Consultant has not attempted to verify property boundaries and/or right-of-ways as a part of locating existing monumentation. Said monumentation may, or may not, represent actual property boundaries and or right-of-ways and does not constitute a property or right-of-way survey.

The topographic site map shall depict the following items:

a) Features within the topographic site map limits include, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.

b) Substantial, visible, above-ground structures and improvements**,** including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.

c) Street trees and trees larger than 12" diameter at breast height (dbh).

d) Utilities shall be shown based on maps provided to the Consultant by the City of Dodgeville, and as located in the field by Digger's Hotline. The size and invert elevation of sanitary sewers and storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.

e) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.

f) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.

g) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

2. Prepare a base map of the existing conditions for use in the design of the improvements.

Task 2 – Design Phase

1. Conduct a kick-off meeting with the Client to review project requirements and design considerations.

2. Complete a preliminary design of the desired street and utility improvements. The preliminary design shall be used to identify any design challenges or limiting features affecting the design. The preliminary design shall be shared with Client Staff to review prior to preparing the final design. Preliminary design shall be shared with Client Staff on an ongoing basis to discuss various elements as they become apparent. This scope includes up to two design phase meetings with Client Staff as necessary.

3. Prepare a preliminary Opinion of Probable Cost based on the preliminary design for Client Staff to evaluate budget considerations.

4. Determine potential conflicts between the proposed construction and existing dry utilities (gas, electric, communication, etc.).

5. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.

6. Prepare final plans of the proposed improvements. Final plans shall include:

   a) Title Sheet
   b) Typical Sections and General Notes
   c) Existing conditions
   d) Legend and contact information
   e) Plan and Profile Sheets
   f) Utility Plan and Profile Sheets
   g) Erosion Control Plan
   h) Construction details per City and/or regulatory standards

7. Prepare project bidding documents.

8. Update the Opinion of Probable Cost to reflect the final design and bid quantities.

9. Attend the following meetings:

   a) Public Works Committee Meeting
   b) Common Council Meeting

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

    a) WDNR Sanitary Sewer Extension
    b) WDNR Water Main Extension
    c) WDNR Notice of Intent (Per NR 151.24(3))
    d) WisDOT Work in Right-of-Way
    e) State of Wisconsin Prevailing Wage Determination
    f) Department of Safety and Professional Services (DSPS)

    All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

Task 3 – Bidding Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.

2. Conduct a pre-bid meeting with Client Staff.

3. Attend the bid opening and prepare a tabulation of the bids received.

4. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.

5. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

Task 4 – Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.

2. Construction Staking

   a) Staking: Consultant shall provide one-time horizontal and vertical staking consisting of the following:

      (1) Sanitary Sewer: Sanitary sewer shall be staked including offsets at structures and along the alignment. Offsets along the alignment shall be staked at 25', 50', and 100' intervals out of manholes. After the first 100', only 100' intervals shall be staked.

      (2) Watermain: Consultant shall provide horizontal and vertical locations for the watermain along the alignment. Staking shall include one trip and shall include bends, valves, hydrants, and offsets at 100' intervals.

      (3) Storm Sewer: Storm sewer shall be staked including offsets at structures and at intervals of approximately 100' along pipe runs. Stakes shall indicate an offset distance to the pipe and include a cut/fill to the pipe flow line. This work assumes 4 trips to stake the storm sewer.

      (4) Laterals: Sewer and water laterals shall be staked including offsets to the lateral ends with offset distances to lateral ends and curb stops.

      (5) Curb & Gutter: Curb & Gutter staking shall consist of offsets along the curb alignment. Offsets shall be at 25' intervals located 2'-3' behind the back of curb. Cut/fill elevations shall be provided to the finished elevation of the top of curb.

      (6) Sidewalk Staking: Sidewalk staked shall consist of offsets stakes along the alignment of the sidewalk. Offsets shall be at 25' intervals located 2'-3' behind the sidewalk. Cut/fill elevations shall be provided to the finished elevation of the sidewalk.

      (7) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.

      (8) Staking shall be completed at the request of Client provided a minimum of 48 hours notice is given.

(9) Staking assumes that the ground elevation shall be within 1-foot of the finished sub-grade elevation for each item to be staked and the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.

(10) This contract assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.

3. Review contractor submitted pay applications and recommend action to the Client.

4. Review and make recommendations on contractor-requested change orders.

5. Attend weekly construction progress meetings.

6. Provide general project management and coordination throughout construction.

7. Upon completion of the work, Consultant shall compile for, and deliver to, the City of Dodgeville a set of record documents conforming to information furnished to Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

Task 5 – Construction Observation

1. Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site on a full-time basis during underground utility (sanitary sewer, water main, and storm sewer) construction. The PR shall be available on approximately a ½-time basis throughout the remainder of construction. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor.

2. Prepare and provide Client Staff with daily observation reports including descriptions and photos of work activities.

3. Provide weekly project summaries to Client Staff for distribution to Client Officials and affected businesses and residents. Weekly summaries shall include brief descriptions of work completed during the preceding week and planned activities for the upcoming week.

4. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

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.

A. Traffic counts or analysis to determine geometric design negotiations for property rights acquisitions or special assessments.

IV. INFORMATION PROVIDED BY OTHERS

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

A. Record drawings within the project limits to the extent they exist.
B. Input as to the desired typical section.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

Activity		Date
A.	Award of Civil Design Contract	November 17, 2026
B.	Field Data Collection	November 2026
C.	Preliminary Design	November/December 2026
D.	Final Plans, Bidding Documents & Regulatory Submittals	January/March 2027
E.	Bid Process	March 2027
F.	Contract Award	April 2027
G.	Construction Start	April/May 2027
H.	Construction Complete	October 2027

VI. SCHEDULE OF DELIVERABLES

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

A. Appropriate submittals to WDNR and the Client for water system and sanitary sewer system improvements.
B. NOI submittal (Per NR 151).
C. Engineer's Opinion of Probable Cost prior to bidding.
D. Bid tabulation.
E. Five hard copies of plans and specifications for bidding.
F. Computerized (Microsoft Word, Excel, AutoCAD compatible) copy of plans, contract volume, cost estimate, bid tabulation, and record drawings. Records to include PDFs of each plan sheet and construction photographs of utility connections and service laterals.

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 Logan Hansen, Project Manager. He, 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 Logan Hansen.

The Client designates Dylan Wadzinski as its 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

A. The fees to provide the scope of services described herein is summarized as follows:

1. **Task 1:** Topographic Survey (Fixed Fee) $24,000
2. **Task 2:** Design Phase (Fixed Fee) $165,100
3. **Task 3:** Bidding Phase (Fixed Fee) $7,900
4. **Task 4:** Contract Administration (Fixed Fee) $115,500
5. **Task 5:** Construction Observation (Estimate)* $130,000

TOTAL $442,500**

* This amount is based on 1,000 hours. If the project does not require 1,000 hours of effort, the amount will reflect actual hours at the rate of $130 per hour. Observation will be charged for on-site time only. No travel time will be charged for the project.

**This amount will be cost-shared with Iowa County based on the final costs of County related items. For example, if the construction costs of the center 24' of pavement and 50% of storm sewer within CTH CH end up being 25% of the total cost, the County would cover 25% of the engineering.

B. 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.

C. Reimbursable expenses are included in the above stated fees. Where sub-consultants are required, a 10% administrative charge has been included.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 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 me at our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,

Logan Hansen, PE
Project Manager

Enclosure: General Terms and Conditions
Exhibit A – Project Map

AUTHORIZATION TO PROCEED

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

Client	Consultant
_____	Craig E Mathews
Barry Hottmann City of Dodgeville 140 E Leffler Street Dodgeville, WI 53533	Craig Mathews, PE Engineering Services Manager Vierbicher Associates, Inc. 201 E. Main Street, Suite 100 Reedsburg, WI 53959
_____ Date	November 13, 2026 Date

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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, geotechnical investigations, 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). 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, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

I. If Client designates a Construction Manager or Contractor 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 as defined in this Agreement.

J. 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. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

A. Consultant shall not at any time have any responsibility to 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 Client 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 subject to the "Controlling Laws" section of these General Terms and Conditions located below**.**

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**

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.

2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.

2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

C. 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 recoverable under applicable law, 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 (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.

D. 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. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. 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 all 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.

13. 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.

14. 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.

15. 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 warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. 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.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantity, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. 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.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. 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.

22. 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.

23. Force Majeure/Project Schedule

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. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. 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.

25. 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.

26. 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.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties 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. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying 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.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.

N

Legend

Project Area

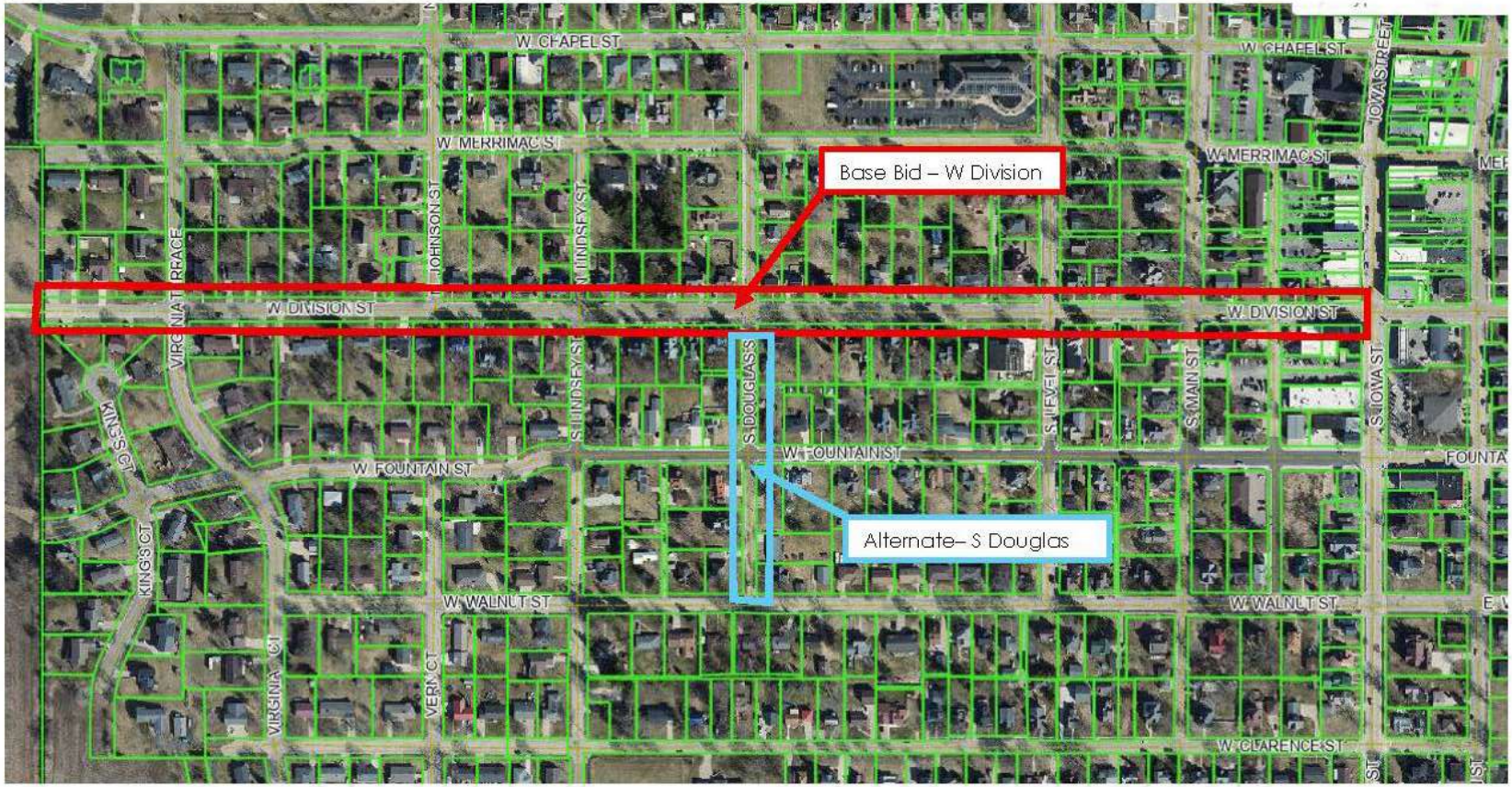


Exhibit A – Project Map

Dodgeville, WI

vierbicher
advisors / engineers / surveyors