



330 N. 4th Street, Wausau, WI 54403-5417  
715-845-8000 | becherhoppe.com

May 31, 2023

Mr. Dan Hekrdle, Director of Public Works  
Village of Kronenwetter  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Subject: Well No. 2 Water Treatment Facility Construction Services

Dear Dan:

The Village has accepted bids for the Well No. 2 Water Treatment Facility.

The Village desires to construct the project.

#### **SCOPE/DESCRIPTION**

The scope of services is providing the following Basic Construction Services to the Village:

**A. Construction Administration**

1. Prepare Notice of Award for Village to issue to the Contractor.
2. Prepare agreement, bonds, and insurance certificates for execution by Contractor and the Village.
3. Prepare agenda and conduct pre-construction meeting.
4. Coordinate building construction schedules with equipment delivery schedule.
5. Provide interpretation of plans and specifications as necessary.
6. Shop drawing review for conformance with plans and specifications and "American Iron and Steel" requirements.
7. Review contractor construction procedures and materials for compliance with Building Permit and DNR Municipal Water approval "conditions."
8. During construction, interview contractor and sub-contractor personnel for compliance with Davis-Bacon wage rates.
9. Change order review.
10. Payment request review.
11. Assist Village in preparing Safe Drinking Water Fund loan monthly draws.
12. Periodic site visits.
13. Prepare monthly construction progress update.
14. Witness performance testing procedures.
15. Issue Notice of Substantial Completion.
16. Prepare Operations and Maintenance Manual for Water Treatment Facility. Include valve numbering schedule and valve control functions for all operations of three cell pressure filter.
17. Provide operator training.



**B. Resident Project Representative and Field Grade Staking**

1. Attend Pre-Construction Meeting.
2. Provide full time on-site resident project representative when underground work is being done and part-time RPR during other times of construction.
3. Provide construction grade staking.
4. Attend progress coordination meeting.
5. Provide on-site construction review with Director of Public Works as requested.
6. Record drawings.

**ADDITIONAL SERVICES**

We can provide additional services as may be required and will provide such services upon your authorization.

**CLIENT RESPONSIBILITIES**

The Client shall provide, or make available, all relevant information and data pertaining to this project to Becher-Hoppe Associates, Inc. The Client shall also provide access to all private and public property which is required for Becher-Hoppe Associates, Inc. to perform their services. The Client shall also provide:

1. Construction testing and laboratory analytical services if necessary.

**COMPENSATION**

Compensation for Basic Construction Services A.1. through A.17. will be on the basis of a lump sum fee of \$52,000.

Compensation for Basic Construction Services B.1. through B.6. will be on the basis of our standard billing rates and reimbursable expenses. Our opinion of the cost to perform the Basic Construction Services defined herein is estimated at \$20,000 - \$22,000.

**PROJECT PERSONNEL**

Project Manager will be Kenneth J. Ligman, who may be reached by telephone 715-845-0432, or via email at [kligman@becherhoppe.com](mailto:kligman@becherhoppe.com). If the Project Manager is unavailable, your secondary contact will be Matthew Patterson, PE, who may be reached at [mpatterson@becherhoppe.com](mailto:mpatterson@becherhoppe.com). Donohue & Associates will provide electrical construction services.

**TIME FRAME**

Our services will be provided in 2023 and 2024, dependent on Village's Contractor's schedule.



## STANDARD CONDITIONS

Included with the Proposal/Agreement are our Standard Agreement Provisions which are part of this Proposal/Agreement for professional services. Please review this document.

## ACCEPTANCE

If the terms of this Proposal/Agreement are acceptable, please sign and return to our office as our authorization to begin work. We look forward to the opportunity to be of service.

Sincerely,

A handwritten signature in blue ink that reads "Karl Kemper". The signature is fluid and cursive, with the first and last names clearly legible.

Karl R. Kemper, PE  
President

A handwritten signature in blue ink that reads "Kenneth J. Ligman". The signature is more formal and structured than the one to its left, with clear lettering.

Kenneth J. Ligman, PE  
Senior Project Manager

KJL/jlp

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ACCEPTED BY:

Village of Kronenwetter

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Becher Hoppe's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Becher Hoppe does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Becher Hoppe. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Becher Hoppe shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency fiduciary relationship.

**2. CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. 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 the scope must be redefined. Becher Hoppe will promptly provide Owner with a written amendment to this Agreement to recognize such change.

**3. HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services of this Agreement, Becher Hoppe's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Becher Hoppe or any other party encounters a Hazardous Environmental Condition, Becher Hoppe may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

**4. SAFETY.** Unless specifically included as a service to be provided under this Agreement, Becher Hoppe specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Becher Hoppe employees) or property.

**5. DELAYS.** If performance of Becher Hoppe's Services is delayed through no fault of Becher Hoppe, Becher Hoppe shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

**6. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Becher Hoppe for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Becher Hoppe may terminate this Agreement upon seven days written notice if: a) Becher Hoppe believes that Becher Hoppe is being requested by Owner to perform services contrary to law or Becher Hoppe's responsibilities as a licensed professional; or b) Becher Hoppe's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Becher Hoppe's performance of Services; or c) Owner has failed to pay any amount due

and owing to Becher Hoppe for a period of at least 60 days. Becher Hoppe shall have no liability to Owner on account of such termination.

**7. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Becher Hoppe is supplied for the general guidance of the Owner only. Since Becher Hoppe has no control over competitive bidding or market conditions, Becher Hoppe cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

**8. RELATIONSHIP TO CONTRACTORS.** Becher Hoppe shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Becher Hoppe specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Becher Hoppe neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

**9. CONSTRUCTION REVIEW.** For projects involving construction, Owner 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 Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Becher Hoppe harmless from any claims resulting from performance of construction-related professional services by persons other than Becher Hoppe.

**10. BETTERMENT.** If any Item or component of the Project is required due to omission from the construction documents, Becher Hoppe's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Becher Hoppe will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**11. INSURANCE.** Becher Hoppe will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability Insurance coverage in amounts in accordance with legal and Becher Hoppe's business requirements. Becher Hoppe shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Becher Hoppe's interests through appropriate property and Liability Insurance, and to require its construction contractor, if any, to include Becher Hoppe as an additional Insured on Contractor's policies relating to the Project. Becher Hoppe's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Owner and Becher Hoppe each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Becher Hoppe, they shall be borne by each party in proportion to its negligence.



## STANDARD TERMS AND CONDITIONS

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Becher Hoppe, its employees, agents, and representatives, and Becher Hoppe's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Becher Hoppe, its agents or employees.

**13. LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee, or agent of Becher Hoppe shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Becher Hoppe, Becher Hoppe's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Becher Hoppe waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

**14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Becher Hoppe in connection with this Agreement are instruments of service, and Becher Hoppe shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Becher Hoppe grants Owner a license to use instruments of Becher Hoppe's services for the purpose of constructing, occupying, or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Becher Hoppe for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Becher Hoppe from all claims, damages, and expenses (including reasonable and necessary defense costs), arising out of such reuse or alteration by Owner or others acting through Owner.

**15. ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Becher Hoppe. Files or information in electronic media are furnished by Becher Hoppe to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Becher Hoppe will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

**16. RECORDS RETENTION.** Becher Hoppe shall retain on file, for a period of ten years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Becher Hoppe shall provide a copy of maintained item to Owner at cost.

**17. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written Instrument signed by both parties.

**18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Becher Hoppe. 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 assignees.

**19. 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 Owner's construction contractors, if any.

**20. STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Becher Hoppe, or, if no construction documents are prepared, one year after the submittal date of Becher Hoppe's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

**21. DISPUTE RESOLUTION.** Owner and Becher Hoppe shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Becher Hoppe agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Becher Hoppe may mutually agree to submit any dispute to mediation or binding arbitration but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

**22. CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

**23. 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.

**24. SEVERABILITY.** The various terms, provisions and covenants herein contained 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.

**25. 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.

**26. SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.



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## 2023 Rate Schedule

<u>Classification</u>	<u>Hourly Rate</u>	<u>Per Diem</u>	<u>Rate</u>
Project Engineer III	\$180	Meal-Breakfast (at IRS rate)	\$13.00
Project Engineer II	\$160	Meal-Lunch (at IRS rate)	\$15.00
Project Engineer I	\$140	Meal-Dinner (at IRS rate)	\$26.00
Civil 3D Designer	\$155	Travel (at IRS rate)	\$0.655/mile
Resource Manager	\$155	Lodging	At Cost
Staff Engineer	\$110		
Engineer Intern	\$85	<u>Field Equipment</u>	<u>Rate</u>
		GPS	\$40/Hour
CAD Technician III	\$120	Robotic Total Station	\$40/Hour
CAD Technician II	\$110	Drone	\$100/Hour
CAD Technician I	\$100	<u>Supplies</u>	<u>Rate</u>
		Postage	At Cost
Project Representative III	\$130	Printing Materials	At Cost
Project Representative II	\$110		
Project Representative I	\$100	<u>Other</u>	<u>Rate</u>
		Permitting / Plan Approval Fees	At Cost
Land Surveyor, PLS	\$140	Sub-consultant's Fee X	1.03
Survey Technician II	\$105	Expert Witness Rate X	2
Survey Technician I	\$95	Overtime Rate X	1.25
Real Estate Specialist II	\$160		
Technical Assistant	\$105		
Administrative	\$85		

Updated 01/17/23

*Becher-Hoppe Associates, Inc. reserves the right to adjust any portion of the rate schedule as needed annually to reflect the firm's salary and reimbursable expenses review practices. Invoice billing rates will be adjusted accordingly.*