

Professional Services Proposal and Qualifications

Professional GIS Services

GIS Based Asset Management

Village of Kronenwetter

January 5, 2024

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January 5, 2024

Mr. Leonard Ludi, Public Works Director
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

RE: GIS SERVICES PROPOSAL

Dear Mr. Ludi:

Thank you for the opportunity to submit our proposal for GIS services. Cedar Corporation understands that the Village of Kronenwetter is seeking a consultant that will assist the Village in the creation and maintenance of an online Geographic Information Systems (GIS). The project will consist of the creation of multiple GIS datasets, online maps and applications, and training on how to effectively maintain the online GIS.

Cedar Corporation is a full-service engineering, architectural, environmental, and planning firm with regional offices located in Green Bay, Menomonie, Madison, and Cedarburg, Wisconsin. This project will be serviced out of our Green Bay Office. The project will be led and managed by Nicole Barbiaux, GIS Coordinator for Cedar Corporation who has more than 10 years of experience working with GIS databases, online maps, and applications, and working with communities to provide effective management decisions using GIS based solutions. Nicole also serves on the Wisconsin Land Information Association board of directors.

Our proposal includes a communication-based approach that will keep the Village informed of project progress, help make critical decisions on data creation and what information will be included in final online maps and applications. Attached is a tentative work plan divided into phases to assist with budgeting for this project. All phased items are open to discussion and reprioritization.

Cedar Corporation is very excited about this opportunity to assist the Village of Kronenwetter in building and helpful and cost-effective GIS system.

Sincerely,

CEDAR CORPORATION



Ken Jaworski
Senior Consultant



Nicole Barbiaux
GIS Coordinator

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FIRM OVERVIEW

WHO IS CEDAR?

(CORPORATE BACKGROUND)

Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to our clients. Our goal is to develop a team relationship between our clients and our staff. We possess the technical expertise necessary to meet the demands of our clients on a timely basis and within budget guidelines.

Repeat business with numerous public and private clients attests to our ability to assemble a team concept with our clients working within their guidelines. Confident of this, we respectfully submit this summary of Cedar Corporation for your review.

SERVICES

Cedar Corporation is a full-service firm with disciplines in engineering, architecture, environmental, planning, economic development, landscape architecture, and surveying. Founded in 1975, the company has grown in size to its present staff of 95. We have continued to grow because of our commitment to providing comprehensive service and effective communication with our clients. Our staff is dedicated to the principles on which the firm was developed: exemplary service to clients, professionalism, and use of state-of-the-art technology.

LOCATION

1695 Bellevue Street
Green Bay, WI 54311
www.cedarcorp.com

PHILOSOPHY

We recognize that our clients are most concerned with three major issues as they engage the services of consultants - quality, timeliness, cost. Cedar Corporation undertakes each project with a pledge to our clients that they will receive the best value-per-dollar spent on their projects.



PROFESSIONAL SERVICES

Cedar Corporation provides a wide range of professional services to deliver projects in the areas of Community Infrastructure, Architecture, and Environmental Services. The categories below call out the nine (9) major areas of service provided to a variety of government and private market sectors. Within the nine categories are nearly 100 types of professional services and/or deliverables. Cedar's value may come in the form of a single service or deliverable, but just as often from an integrated group of services managed to meet our customer's broader needs. At Cedar, we are very confident in our capabilities and expertise to address a wide range of public and private client needs in any of the service groups listed below.



Architectural Services



Economic Development



Environmental Services



Municipal Engineering



Planning and Grants



Structural Engineering



Transportation Engineering



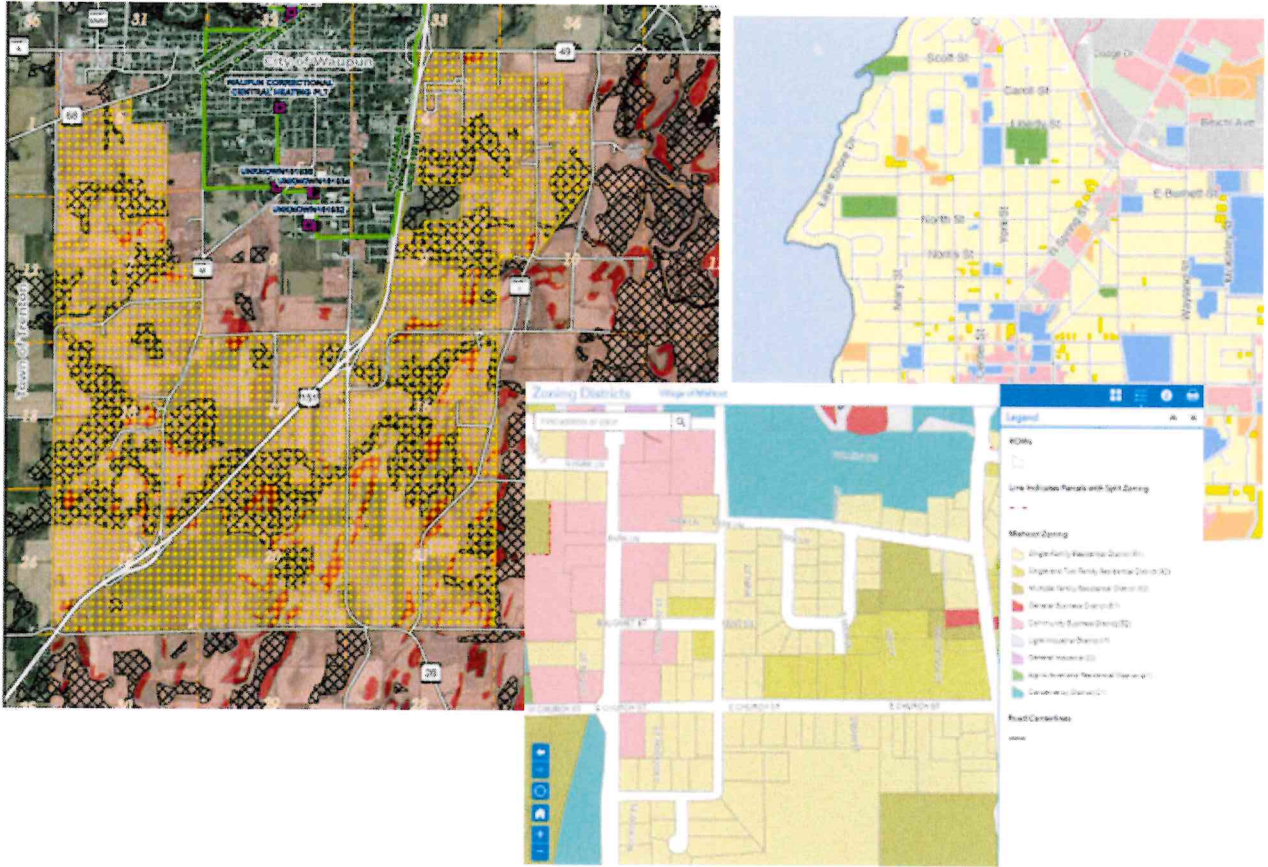
Water Resource Engineering



Wetland Delineations

Geographic Information Services (GIS)

SERVICES

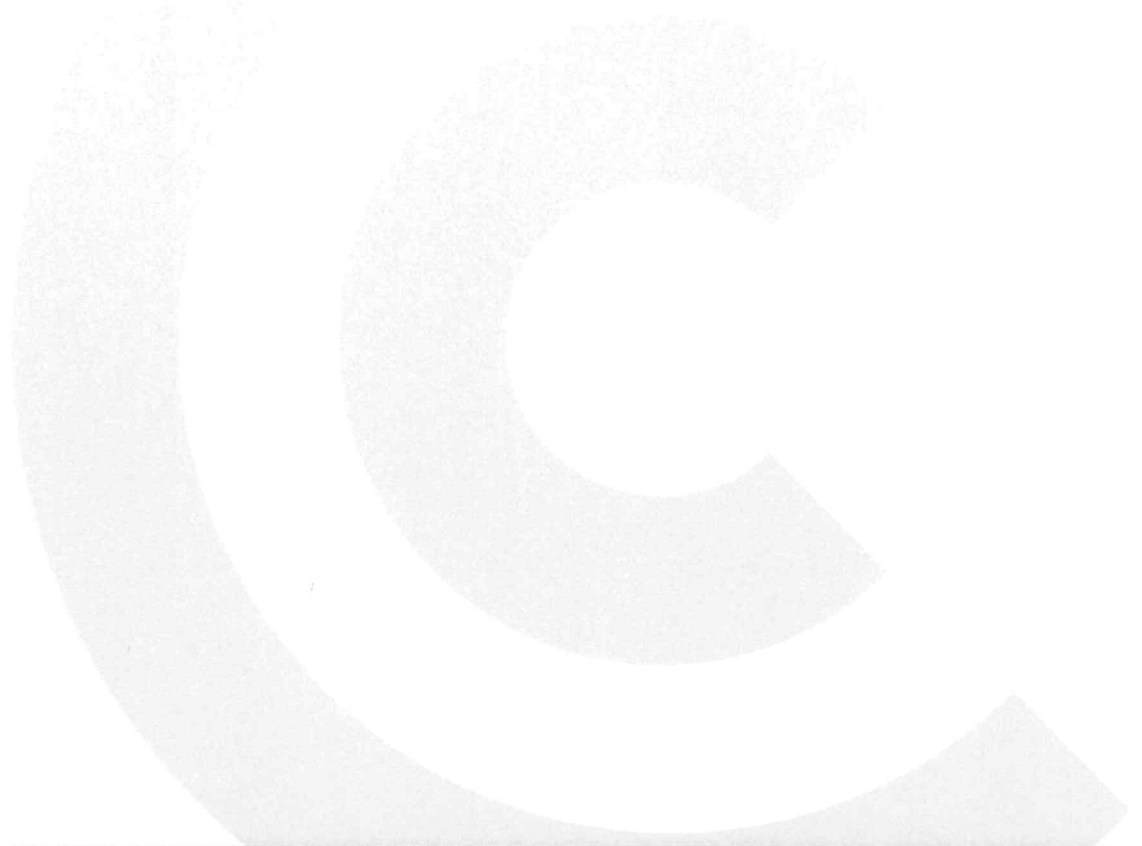


Service Overview

Cedar Corporation provides innovative GIS-based solutions to provide stunning products, effective community solutions, and data analysis to inform planning and management decisions. Our solutions provide opportunities to link in field data to an online GIS management system.

Expertise

- Custom map design and printing
- Asset Database Management
- Utility System Mapping
- Online Maps and Applications
- Mobile Field Applications
- Land Use Inventories
- Zoning Map Updates
- Spatial Analysis
- Cemetery Mapping
- Solar Suitability Assessment Mapping



WORK PLAN AND SCHEDULE

WORK PLAN AND SCHEDULE

Scope of Services

We understand this project to be building a GIS database of the Village of Kronenwetter's assets and to create interactive online dashboards for each dataset for the village's staff and public (when appropriate) to be able to visualize this GIS data. Below is a tentative schedule divided into phases to assist with budgeting for this project. All phased items are open to discussion and reprioritization.

Plan Phases

Phase 1: Project Start Up (February 2024/March 2024)

1.1 Kickoff Meeting (Meeting #1) – An in-person kickoff meeting will be held between Cedar Corporation and the Village to start the project. At this meeting, an overview of the project will be given as well as the project scope of work and timeline. An overview of the existing data will also be discussed along with how the Village will provide the existing data to Cedar Corporation, if the data is not provided at the kickoff meeting.

1.2 Review Existing Data – Cedar Corporation will review the Village's existing data formats and work with Village staff to determine if further information will be needed for the project.

1.3 Set up ESRI ArcGIS Online Organizational Site – Cedar Corporation staff will assist the Village to set up an ESRI ArcGIS Online Organizational site with 1 creator license (\$550/year). This will be the basis for storing the GIS datasets, online maps, and online applications. The Village will share the creator license credentials with Cedar Corporation that will be necessary to complete the project.

Phase 2: Focus Datasets (March 2024 through July 2024)

2.1 Data Conversion and Creation – Cedar Corporation staff will create GIS datasets (file geodatabase format) for the following layers:

- Water Utilities – GIS data will be created from existing CAD data provided by the Village.
- Sewer Utilities – GIS data will be created from existing CAD data provided by the Village.
- Hydrants – GIS data will be created from existing CAD data or an excel spreadsheet containing latitude and longitude information provided by the Village.
- Roadways/PASER Ratings – GIS data will be created from existing CAD data and spreadsheet information providing the most recent updated PASER ratings provided by the Village.
- Roadway Signage – GIS data will be created from existing data provided by the Village from an external source. If existing data cannot be obtained by the Village in a digital format, this layer will still be created for Village staff to collect data in the field at a later date.

WORK PLAN AND SCHEDULE

Throughout the creation of the datasets listed above, Cedar Corporation staff will have communication via email and phone discussion with Village staff to verify what attributes should be created for each GIS dataset. Assistance and maintenance to the datasets listed above will be provided by Cedar Corporation staff throughout the project duration.

2.2 Online Maps and Applications – Cedar Corporation staff will load each of the GIS datasets created in 2.1 to the established ESRI ArcGIS Online Organizational site. Cedar Corporation staff will create individual online mapping applications for water utilities, sewer systems, and roadway network (including PASER ratings and roadway signage). Cedar Corporation will work with Village staff for approval on map symbology. Other GIS layers may be included within the online mapping applications (i.e. parcels, address points, hydrology) only if they are easily accessible by Cedar Corporation staff or provided by the Village.

2.3 ArcGIS Field Maps – Cedar Corporation staff will set up ArcGIS Field Maps (mobile applications) for use by staff to access, update, and review each of the created datasets within the field. Documentation and in-person training to Village staff by Cedar Corporation staff will be provided (Meeting #2).

Phase 3: Secondary Datasets (August 2024 through December 2024)

3.1 Planning and Zoning Layers – Cedar Corporation staff will create GIS datasets and online maps (hosted on the Village's ArcGIS Online Organizational site) showing the Village's existing zoning map and future land use map from the Village's current comprehensive plan. Other GIS layers may be included within the online mapping applications (i.e. parcels, address points, hydrology) only if they are easily accessible by Cedar Corporation staff or provided by the Village.

3.2 Culvert Inventory – Cedar Corporation staff will create a culvert GIS dataset for Village staff to create a culvert inventory within the field. The dataset will include attributes for field data collection determined by Village staff.

3.3 Summary Meeting (Meeting #3) – Cedar Corporation staff will meet with Village staff to review secondary datasets. Discussion for future datasets and timeline will also take place along with other maintenance and updates that are needed.

Village Responsibilities

The Village will be responsible for the following:

- Providing Cedar Corporation all existing CAD and other digital data for the conversion and creation of GIS datasets mentioned in both Phase I and Phase II. *
- Hosting and payment to establish an ESRI ArcGIS Online Organizational Account and providing login credentials to Cedar Corporation of created account.
- Providing a meeting space for all in-person meetings. Provide a list to Cedar Corporation of all attributes that should be included in GIS datasets listed in Phase I.
- Review and provide comments/feedback on all created GIS Datasets, online maps and applications.
- Regularly monitor GIS data and communicate with Cedar Corporation when maintenance or updates are needed.

** Proposed costs assume that the quality of existing CAD data provided by the Village allows for the efficient integration of the CAD data to GIS data. Should the CAD data be substandard, additional costs could arise.*

WORK PLAN

Project Deliverables

The following deliverables will be provided by Cedar Corporation to the Village:

- GIS Datasets (file geodatabase format) for the following:
 - Water Utilities
 - Sewer Utilities
 - Hydrants
 - Roadways/PASER Ratings
 - Roadway Signage
 - Zoning
 - Future Land Use
 - Culverts
- The following online maps and applications:
 - Water Utilities online map and application
 - Sewer Utilities online map and application
 - Roadway Network online map and application
- Zoning online map and application
- Future Land Use online map and application
- Training documentation to assist Village staff in maintaining GIS datasets and online maps and applications.
- Meetings: The project proposed costs includes a total of 3 in person meetings and up to 4 virtual meetings.



PROPOSED COST

PROPOSED COST

Costs associated with the fees to undertake the tasks outlined in the deliverables as spelled out in the work plan are below.

Project Cost

Costs associated with the fees to undertake the tasks outlined in the deliverables as spelled out below in Table 1.

Table 1: Proposed Project Cost

Budget Summary	Cost Estimate
Phase 1: Project Start Up	\$1,380
Phase 2: Focus Datasets	\$9,430
Phase 3: Secondary Datasets	\$3,680
Total Cost	\$14,490



FIRM EXPERIENCE & PROJECT TEAM

FIRM EXPERIENCE



Featured Data

<p>Overview</p> <p>Web application to view all information for City of Edgerton, WI.</p>	<p>Voting Districts</p> <p>Web application to view voting districts for City of Edgerton, WI.</p>	<p>Zoning</p> <p>Web application to view zoning for City of Edgerton, WI.</p>	<p>Parks</p> <p>Web application to view parks and recreation areas for City of Edgerton, WI.</p>
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Cedar Corporation is pleased to be working with the City of Edgerton in an initiative to create and maintain an ArcGIS Online Organizational account. The account was created in 2023 and the City now has both internal and publicly available GIS datasets and interactive web applications. Cedar Corporation continues to provide maintenance and support for the City's ArcGIS Online account.

City of Edgerton ArcGIS Online Account

Rock County, Wisconsin

Contact:
Ramona Flanigan, *City Administrator*
City of Edgerton
Email: rflanigan@edgerton.wi.gov
Phone: 608-884-3341

FIRM EXPERIENCE



City of Menomonie

Cedar Corporation is pleased to be working with the City of Menomonie to help maintain their ArcGIS Online Organizational account specifically for their Storm and Sanitary utility systems. Internal editing maps, field inspection reports, and dashboards have all been created to assist the City's public works department in managing their utilities.

City of Menomonie ArcGIS Online Account

Dunn County, Wisconsin

Contact:

Megen Hines, *Environmental Program Coordinator*

City of Menomonie

Email: mhines@menomonie-wi.gov

Phone: 715-232-2221 Ext. 1005

FIRM EXPERIENCE



Town of Clayton

Featured Content



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Cedar Corporation is pleased to be working with the Town of Clayton an initiative to create and maintain an ArcGIS Online Organizational account. The account was created in 2023 and the account contains several internal GIS datasets including PASER ratings, parks, stormwater pond inspection report, and trails.

Town of Clayton ArcGIS Online Account

Winnebago County, Wisconsin

Contact:

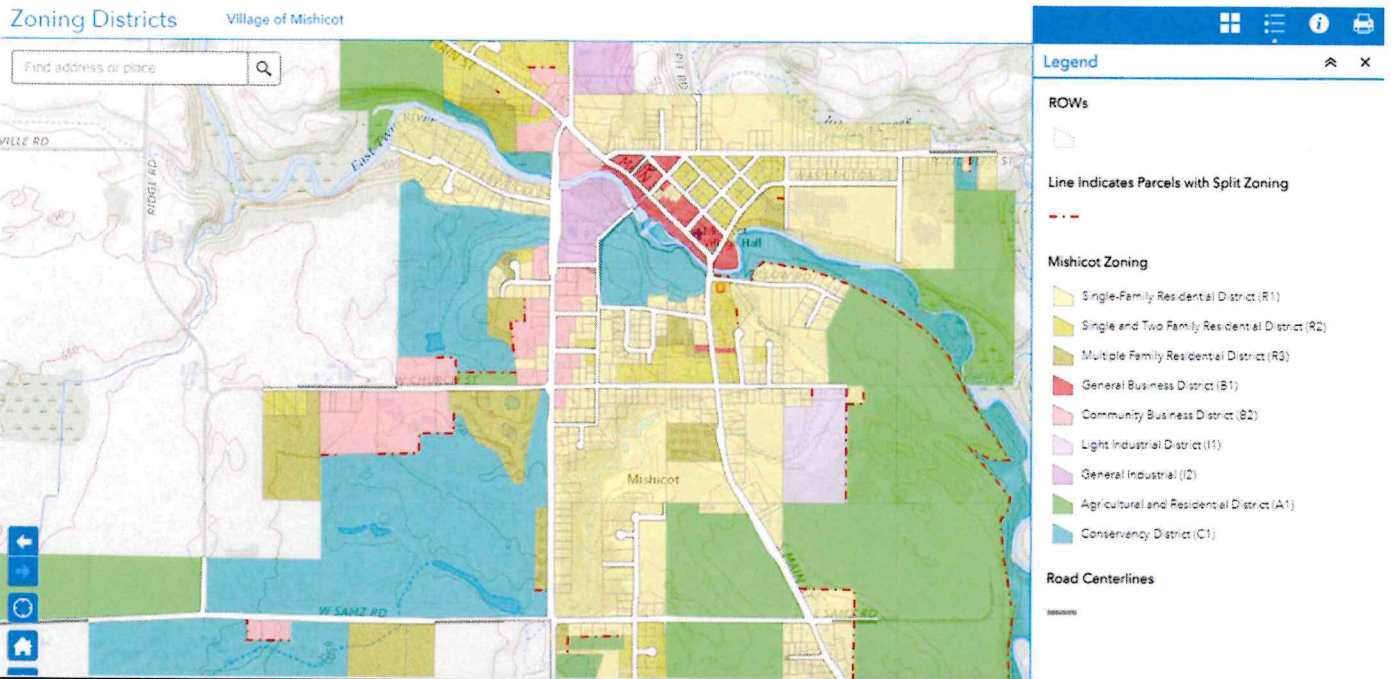
Kelly Wisnefske, *Town Administrator*

Town of Clayton

Email: administrator@claytonwinnebago.wi.gov

Phone: 920-836-2007

FIRM EXPERIENCE



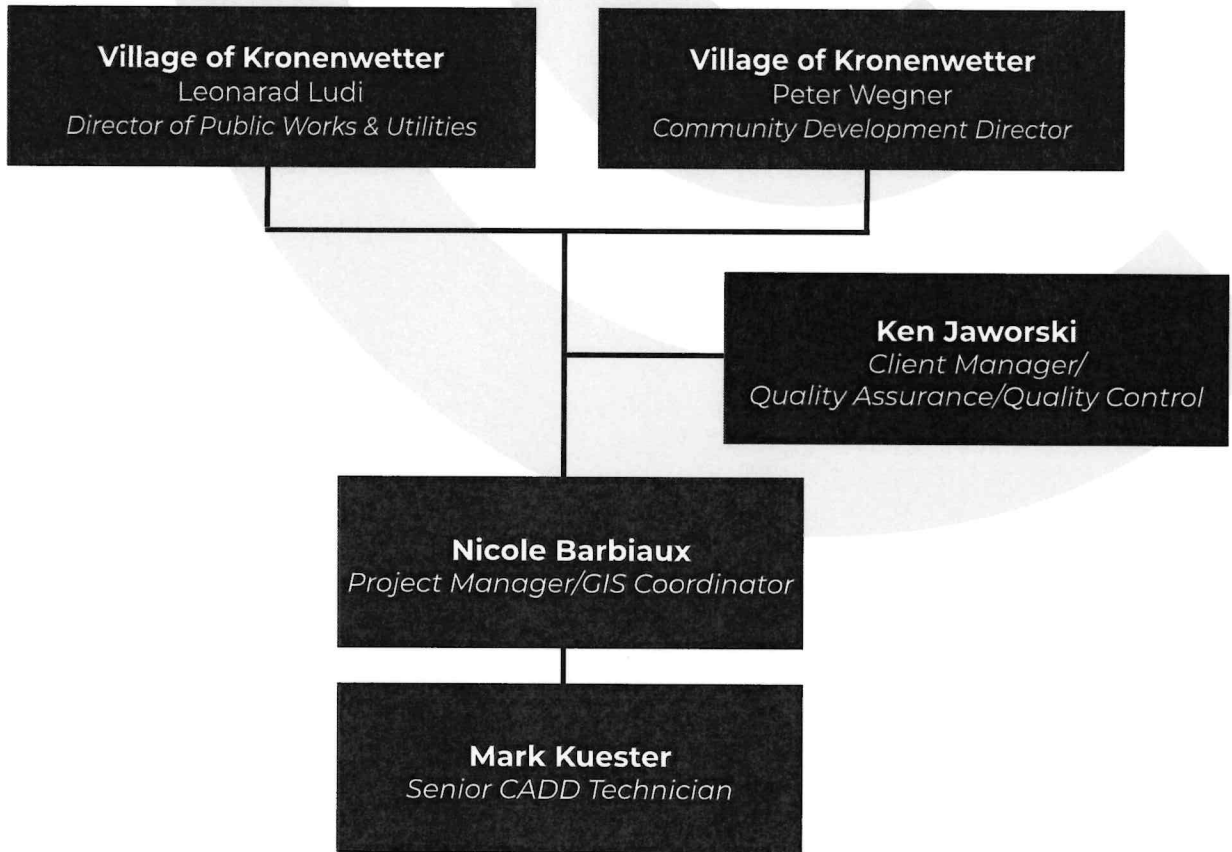
Cedar Corporation was pleased to have worked with the Village of Mishicot in the creation of a publicly available zoning GIS dataset and online zoning map. Cedar Corporation continues to provide maintenance on the map and provides routine updates on the GIS dataset to make sure zoning information is up to date.

Contact:
Kathy Reissmann, *Clerk/Treasurer*
Village of Mishicot
Email: clerk@vi.mishicot.wi.gov
Phone: 920-755-2525

Village of Mishicot Online Zoning Map

ManitowocCounty, Wisconsin

PROJECT TEAM



KEN JAWORSKI

SENIOR CONSULTANT/PROJECT MANAGER

Ken Jaworski brings over 35 years of experience in community comprehensive planning, land use, natural resource management, and farmland preservation. He is very experienced in zoning ordinance development and zoning administration. Ken specializes in rural community town level planning.

Areas of Expertise Include:

- Author or co-author in the development of over 80 Comprehensive Plans within Wisconsin's Smart Growth requirements
- Planning and Zoning Administration
- Farmland Preservation Plans and ordinances (DATCP certified)
- Highway Corridor Master Plans
- Land Use Plans
- Public meeting facilitation
- Development of comprehensive park and recreation plans
- Intergovernmental agreements
- Greenway Corridor and trail planning
- Grant writing and administration
- School district attendance boundary studies
- GIS mapping
- Environmental Services program supervisor
- Business development
- Contract negotiation and execution
- Expert testimony

Representative Project Experience Includes:

- On-going Planning and Zoning Administration Services for the Villages of Kekoskee, and Mishicot, and the Towns of Freedom, Clayton, Newton, Nepeuskun, and Saukville
- Comprehensive Plans for Fond du Lac County, Green Lake County, Village of Little Chute, and the Towns of Clayton, Manitowish Waters, Nepeuskun, Omro, Watertown, Winneconne, and many more
- Farmland Preservation Plans for Brown, Fond du Lac, and Green Lake Counties

Other Relevant Experience Includes:

- Dog park design
- Development of fund raising strategies for 501c3 organizations
- Conference presenter for WAPA, WTA, and other agencies



Education

Bachelor of Science in Regional Analysis, Co-Major in Geography: University of Wisconsin-Green Bay (1982)

Professional Certifications/ Training

AICP: 2000
Finance and Accounting: 2001
Negotiating Win/Win Outcomes: 2000
Certified Project Manager: 1996
Instructor – Environmental Planning Course, UW-Green Bay: 1994

Professional Affiliations

American Planning Association, National and Wisconsin Chapters
Wisconsin Park and Recreation Association
Wisconsin Towns Association

Total Experience

Since 1983

MARK KUESTER

SENIOR CADD TECHNICIAN

Mark Kuester has over 29 years experience as a GIS/CADD Technician with Cedar Corporation. Mark works on all aspects of a project and works closely with engineering staff to create utility plans, grading plans, and site plans.

Areas of Expertise Include:

- CADD preparation of street, utility, and highway projects, site layouts, topographic plans, grading and drainage plans, buildings, and other structural-related projects
- Preparation of GIS maps, utility systems maps, zoning maps, assessors maps, street maps, water distribution systems maps, sanitary sewer systems maps, and storm sewer systems maps
- Assists with engineering and design of municipal, county, WisDOT, and private development projects
- Industrial/business park and railroad design experience
- Develops colored maps and exhibits for presentations
- Assists with corporate computer network management and CADD/GIS mapping training
- Subdivision and plat creation/layout
- City-wide basemap and asset creation
- Handheld GPS setup/implementation to help communicate track assets

Representative Project Experience Includes:

- Idella Ridge Subdivision, Menomonie, WI
- Elbert Subdivision, St. Croix County, WI
- Timber Valley Subdivision, Menomonie, WI
- Storm Water Management Master Plan, Village of Somerset, WI
- Storm Water Management Master Plan, City of Menomonie, WI
- Waterfront Redevelopment Plan 2004, City of Prescott, WI
- City of Menomonie Comprehensive Plan 2013-2033
- Outdoor Recreation Plan 2013-2018, Village of Somerset, WI
- Pedestrian Corridor and Safe Routes to School Plan, City of Menomonie, WI
- Spring Valley Trail, Village of Spring Valley, WI
- Kinnickinnic River Trails, UW-River Falls, WI



Education

Associate Degree in Civil Engineering Technician - Structural: Chippewa Valley Technical College (1994)

Total Experience

Since 1994

NICOLE BARBIAUX

GIS COORDINATOR

Nicole Barbiaux brings over 10 years of experience in GIS and Cartography. She is experienced in data asset management, data analytics, and visual interpretation via cartographic display. Nicole brings experience in the creation of both static maps along with interactive online maps and applications to bring data to life.

Areas of Expertise Include:

- Maintenance and Management of GIS databases
- Cartography and visual representation of data
- Data collection and creation
- Data extraction and conversion
- Spatial analysis
- Web-based GIS solutions
- Online maps and applications (Story Maps, Dashboards, Experience Builder)
- Mobile field applications
- Public engagement through online surveys and map exercises
- Database management
- Land use mapping
- Zoning mapping
- Development of procedural/training documentation

Representative Project Experience Includes:

(may include projects with previous employer)

- Online GIS Management for Cities of Menomonie and Edgerton
- Comprehensive plan mapping for City of Beaver Dam, City of Manawa, Town of LeRoy, Town of Saukville
- Outdoor recreation plan mapping for Village of Bonduel
- Online cemetery database and application creation for Cities of Plymouth and Sheboygan Falls
- City of Niagara Zoning Map, 2021
- Village of Wausaukee Zoning Map, 2021
- Luxemburg-Casco Safe Routes to School Action Plan, 2022
- Manitowoc County Parks and Open Space Plan, 2023

Education

Bachelor of Science in
Geography - GIS/Cartography:
University of Stevens Point (2010)

Professional Affiliations

Wisconsin Land Information
Association (WLIA) - Board of
Directors
Esri Wisconsin Users Group
(EWUC)

Total Experience

Since 2010



BUILDING TRUST
YOUR PROJECT · OUR PASSION

1695 Bellevue Street
Green Bay, WI 54311
920-491-9081
www.cedarcorp.com





January 12, 2024

Mr. Leonard Ludi, Public Works Director
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Subject: PROFESSIONAL GIS SERVICES

Dear Mr. Ludi,

Thank you for allowing us the opportunity to provide further details in Cedar Corporation's recent proposal for professional GIS services and to review the differences between Cedar's proposal and other proposal you received. While I am not too familiar with Brightly Software Inc., I did some research on the company and what they are proposing within their scope of work. The Predictor Enterprise Model Development that was proposed within the Brightly Software Inc. proposal appears to be able to provide a community the ability to predict asset lifecycles and help with capital planning. According to their webpage, it appears to be for future forecast of assets and helps a wide variety of private industries and communities in future planning. While I can see the benefits in this, such as "if I replace this asset, how will it affect the system in the future", I don't see where it can provide immediate benefits to current utility information out in the field or to be able to perform day to day field and in-office operations such as running field inspections on current assets.

The value of using Cedar Corporation as your GIS consultant are as follows: To start, Cedar Corporation uses the industry standard and leading software ArcGIS by Esri. The ArcGIS Online account that Cedar Corporation is proposing to use is "a part of" our GIS consulting services and more about managing current system assets, where they are in the field, and bringing data integration to those assets. Information such as where a hydrant is located, when that hydrant was installed, what type of valve it contains, and when it was last inspected or maintained are all at the touch of a button on any staff's mobile device. Field workers also have the capability to run inspection reports in the field or office, and filter existing data such as the quality of assets to prioritize what needs to be replaced. It also creates maps and charts to support decisions made based on real data. Another benefit to an ArcGIS Online account is that you can continually add to it. The possibilities are endless with an established ArcGIS Online account and you as the account holder will not only own all of the data but will be able to have full control over what data you want to create and the details you want to see.

In conclusion, if you partner with Cedar Corporation, you get the industry-leading software used by our GIS expert with access to a whole team of community planners, municipal engineers, former DPWs, civil design technicians, infrastructure construction technicians, and more for support as needed. Behind our GIS expertise is many years of experience working with both rural and urban communities all across Wisconsin, just like the Village of Kronenwetter. Cedar Corporation is a local Wisconsin engineering company that has been around since 1975. With offices in Menomonie, Green Bay, Madison, and Cedarburg, we are able to provide in-person meetings and training opportunities. We view each project as a partnership between Cedar Corporation and the community.

If you have any further questions related to Cedar Corporation or the proposal provided to you, please let me know.

Sincerely,

CEDAR CORPORATION

Nicole Barbiaux
GIS Coordinator

Project No. [as in AJERA, or leave blank]
Date: [Month DD, YYYY]

**Confirmation of Client Request for Services
between Cedar Corporation (ENGINEER)
and [Client Name] (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: [Project Title]

Scope of Work: ENGINEER will complete [xxxxxxxxxxxxx].

[Note to user: list here; or insert Scope of Work as Attachment A.]

Method of Compensation: Work will be completed on a [Time & Materials / Lump Sum] basis for \$ _____ [not-to-exceed without prior approval of CLIENT].

[Note to user: If schedule of hourly rates is used, can insert Cedar standard rate table as Attachment B, or list here.]

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 [xxxxxxxxxxxxx].

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 20__.

[CLIENT]

CEDAR CORPORATION

By: _____

By: _____

Name: _____

Name: [Client/Project Mgr. Name], [PE, AIA]

Title: _____

Title: [Professional Engineer, Architect]

By: _____

By: _____

Name: _____

Name: [Director/Principal Name], [PE, AIA]

Title: _____

Title: [Professional Engineer, Architect]

Project No. [as in AJERA, or leave blank]

Date: Month DD, YYYY

Attachment A

Scope of Work

Project Understanding: *[If needed. Delete if not used.]*

Scope of [Work / Services]:

ENGINEER will complete the following Scope of [Work/Services] for the Project, as follows.

Project No. [as in AJERA, or leave blank]

Date: Month DD, YYYY

Attachment B

Schedule of Hourly Rates

[Insert applicable rate table here.]

- OR -

[Replace this page with current Fee Schedule (for that Cedar Office, *if different version for regional office*).]

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.