

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Sheboygan (Owner) and Edgewater Resources, LLC (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Sheboygan Harbor Centre Marina (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as design and construction services.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. Record documents, if available and in the possession of the Owner, including, but not limited to existing survey data; record drawings, master plans, as-builts; existing architectural plans and details; building assessments/testing reports; background reports; utility data such as GIS databases; bathymetric survey information, soil & geotechnical data.
 - b. Marina operations data such as occupancy information, revenue data, or other which may assist in assessment of fiscal projections.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable

Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written

notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

- b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the 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 Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to a court of competent jurisdiction.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of seven years following completion or termination of its services, or such other period as required by Laws and

Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer’s Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H – Not Used
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, Scope Exhibit – New Harbor Centre Marina

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
(Signatures authorized pursuant to Res. ____-25-26)

CONTRACTOR:

City of Sheboygan

By:

By:

(signature)

(signature)

Name, Title:

Name, Title:

Ryan Sorenson, Mayor

_____ (printed)

Date:

Date:

Attest:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

Address for giving notices:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved by:

(signature)

Name, Title: Evan Grossen, Deputy Finance
Director/Comptroller

Date:

Approved as to form and Execution by:

(signature)

Name, Title: City Attorney

Date:

EXHIBIT A—ENGINEER’S SERVICES

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Basic Services

- A. Basic services to be provided in accordance with Appendix K, identified as Scope Exhibit – New Centre Marina (22 pages, page 1 of 27 to page 22 of 27)

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Requiring Owner’s Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the schedule below.

The following represents an estimated project schedule, based upon authorization to proceed in November, 2025 and subject to adjustment as necessary:

2025 Q4 – 2026 Q1

- Kickoff meeting
- Inventory & analysis, site investigations/survey
- Schematic design
- Consensus building
- Review/confirm master plan and phasing analysis/program
- Begin preliminary engineering – site and marina
- Begin design development for fuel services and marina administration buildings

2026 Q2

- Preliminary engineering – site and marina
- Permit applications/regulatory process
- Grant funding applications
- Design development/construction documents – fuel services and marina administration buildings
- Construction documents – site/upland

2026 Q3

- Regulatory process
- Grant funding applications
- Bid/Award – fuel services and marina administration buildings
- Construction documents – site/upland
- Final engineering/construction documents – marina

2026 Q4

- Construction – fuel services and marina administration buildings
- Bid/Award – site/upland
- Final engineering/construction documents - marina
- Dock prequalification process

2027 Q1 – Q2

- Construction – fuel services and marina administration buildings
- Construction – site/upland
- Bid/Award – marina
- Long lead procurement - marina

2027 Q3, Q4 – 2028 Q1, Q2

- Long lead procurement - marina
- Construction - marina

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]

Engineer: [Name of Engineer]

Project: [Name of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—CONSTRUCTION ADMINISTRATION SERVICES

1.01 Construction Administration Services

- A. Construction Administration Service to be provided in accordance with Appendix K, identified as Scope Exhibit – New Centre Marina (1 pages, page 22 of 27)

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Requiring Owner’s Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **20 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- 3. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
 - 4. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
 - 5. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

B. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a

deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	XLSX	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format Version 2025 or later.			
DOCX	Microsoft® Word. docx format			
XLSX	Microsoft® Excel .xlsx format			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE**Exhibit G—Insurance.**

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$8,000,000
General Aggregate	\$8,000,000
Professional and Pollution Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000

B. Owner's Certificate of Insurance is Available upon request.

1.02 Additional Insureds

- A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- B. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- C. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Not used.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s):

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
 1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$3,290,000 per the Fee Schedule attached in Appendix K.
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.**
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls,**

mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

1.03 Other Provisions Concerning Payment

- A. The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- B. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.
- C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are per Exhibit K, identified as Scope Exhibit – New Centre Marina (page 23 of 27 to page 27 of 27).

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

- A. Standard Hourly Rates
 - 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - 2. The Standard Hourly Rates apply only as specified in Exhibit J.
- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are per Exhibit K, identified as Scope Exhibit – New Centre Marina (page 23 of 27 to page 27 of 27).

TASK ONE - PROJECT INITIATION [SD]

Task 1.1 Project Initiation

Core members of the Edgewater Resources project team will meet with the City of Sheboygan (the City) and Stakeholders shortly after notice to proceed to develop a detailed work plan, project schedule, define goals and priorities for the Marina, Site and Building Program and establish a series of milestones to measure progress. We will work collaboratively with the Stakeholder group to identify all regulatory agencies, procedures, and any other partners to consult throughout the planning and design effort. We will facilitate bi-weekly progress meetings throughout the duration of this project, with one meeting per month held in Sheboygan (coordinated with other site public meetings or visits) and the rest via online web meetings.

Task 1.1 Deliverables

+ Meeting agenda/summary with schedule



Approximate limits of planned initial phase, to be confirmed during project initiation.

Task 1.2 Background Data Collection

We will review the project site and surrounding area in person and will collect any available or additional background information from the City and Stakeholders at this time, including but not limited to:

- Existing survey data including property boundaries, bathymetric and topographic surveys, and legal descriptions
- Existing Master Plans, studies, reports, drawings, and documents for buildings, marina, and site amenities
- Historic Photos
- Programming information
- Demographic and use data
- Permitting requirements, local zoning ordinances, and relevant Wisconsin building codes
- Parking data
- Utility data
- Environmental and Geotechnical reports

Task 1.2 Deliverables

- + Data Inventory

TASK TWO - INVENTORY OF EXISTING CONDITIONS [SD]

Task 2.1 Survey of Existing Physical Conditions

The Edgewater team will complete site boundary survey of the park parcel, as well as topographic and bathymetric survey of the project areas, to a level of detail sufficient for the completion of the scope of work that follows. All visible structures, surface edges, grade breaks, and site features will be surveyed. Trees above 4-inches diameter breast height will be located, or in densely vegetated areas, vegetation or tree lines will be located. If available, record underground utility data will be layered into the base drawings to provide a full picture of the existing site. Documenting these existing conditions will provide the sound informational and analytical base for decision-making throughout the rest of the process.

Task 2.1 Deliverables

- + Existing conditions drawings with topography, bathymetry, and parcel Lines

Task 2.2 Preliminary Wave and Coastal Analysis

Conditions Analysis

Using available information, including bathymetric data and building on previous studies, we will conduct a preliminary analysis of probable wave conditions at the site. This study will document anticipated wave properties, leading to agitation levels and forces impacting existing and proposed docks, attenuators, and other components. Edgewater will use record weather data and bathymetric information as inputs into modeling programs or manual equations.

Edgewater will utilize this weather data to calculate likely ice thicknesses and preliminary winter forces. Upon the conclusion of this task, Edgewater will provide a report outlining recommendations and an overview of the processes involved.

Task 2.2 Deliverables

- + Initial Wave and Ice Conditions Report

TASK THREE - SCHEMATIC PLAN AND PHASING CONFIRMATION [SD]

Task 3.1 Confirm Master Plan

The Edgewater team will review the Master Plan in context with the data gathered in Tasks One and Two and the data from the recently complete marina market analysis. We will meet with City representatives and stakeholders to discuss potential iterations of the plan, if needed. If components of the plan are in need of modification, we will develop alternative variations of the plan for review and discussion.

Task 3.1 Deliverables + Meeting agendas/summaries

- + Preliminary basis of design
- + Alternative plans

Task 3.2 Design Consensus Process

The Edgewater Resources team will present alternative plans to City representatives, including the Common Council, stakeholders, and the public through a series of public events to seek feedback, make adjustments, and ultimately arrive at a reasonable consensus for the direction of the long term site plan. This process will ensure that all community members have the opportunity to provide input into the future for the City's waterfront park and marina. A consensus site plan will be prepared, depicting the primary components and approaches for the site and marina.

Task 3.2 Deliverables

- + Site Design Alternative Plans
- + Presentations and Summaries
- + Consensus Plan

Task 3.3 Opinion of Probable Construction Cost

Once a preferred plan is selected, the Edgewater team will prepare a detailed opinion of probable construction cost, utilizing recent cost data from other similar regional Great Lakes projects. The cost opinion will be formatted to allow the isolation of larger key components as phasing and funding strategies are considered.

Task 3.3 Deliverables

- + Opinion of Probable Construction Cost

Task 3.4 Phasing Analysis

The Edgewater Resources team will evaluate various potential phasing plans based upon input from the City. The plans will first consider the 'Initial Phase' as outlined in the May 2025 Request for Proposals, but will also consider:

- City Budget Direction/Limitations
- Marina Market Analysis
- Funding opportunities including potential grant programs
- Project timing, seasonal opportunities/constraints, and permit/implementations schedules
- Asset management data within the project site, including age, criticality, and condition
- Marina and building needs based upon current conditions

Several alternative phasing plans will be developed and presented to the City. Plans will include illustrative graphics and cost opinions by phase. The team will also identify the opportunities created by each plan, as well as the drawbacks and limitations of each plan. Ultimately, after review of each of the strategies, a phasing plan will be confirmed with a focus on defining the initial phase of implementation.

Task 3.4 Deliverables

- + Phasing plan alternatives
- + Meeting agendas/summaries/presentations
- + Final phasing plan

Task 3.5 Revisit/Confirm Project Scope

Upon completion of the tasks outlined above, we will review and confirm the project scope, budget, schedule, and phasing. For clarity, the scope of work and fees that follow are based on these program elements:

- New docking system for the marina
- New utility systems for the marina, including potable water, electric shore power, and dry fire standpipe system
- New marina fuel system, including new tanks, dispensers, lines, and fuel dock building
- New marina pumpout system to be incorporated into fuel service pier area
- Harbor improvements, including dredging and wave/ice attenuation systems
- Demolition of existing structures, including the main harbor building and fuel dock building
- New main harbor building and new fuel dock building
- Upland landscape and hardscape improvements for the waterfront promenade
- Upland civil infrastructure improvements for vehicular circulation, civil utilities, and water quality
- Planning for future Great Lakes Education Building and Event/Restaurant Building (excludes final architectural drawings)
- Planning for mooring of Great Lakes cruise ship vessels (excludes final engineering of cruise ship mooring and utility systems (excludes final engineering and permitting for potential additional cruise ship specific infrastructure)

TASK FOUR - DESIGN DEVELOPMENT INVESTIGATIONS AND DEMOLITION [DD/CD]

Task 4.1 Hazardous Materials Inspections - Lead and Asbestos

Prior to demolition activities, Ramboll Group will conduct a hazardous materials inspection at the marina administration building, the marina fueling station/building, two trash enclosures and the swimming pool building. The hazardous materials inspections will involve testing for the presence of asbestos-containing materials (ACM) and lead-based paint. Inspection of the dock system for the presence of old caulking that may contain asbestos will also be conducted. While conducting the inspections for hazardous materials, Ramboll Group will also complete a visual inspection at each building/structure listed above to identify if universal waste materials such as batteries, pesticides, mercury-containing equipment, light ballasts, fluorescent tubes, and aerosol cans are present. Further detail describing the scope of the hazardous materials inspections to be performed at Harbor Centre Marina are discussed below. The asbestos inspection will include a survey to identify, sample, and analyze accessible suspect friable and non-friable ACM materials. Friable ACMs are defined as materials that contain greater than 1% asbestos, and that can be easily crushed or reduced to a powder by hand pressure when dry. The visual asbestos survey will consist of evaluating accessible materials to identify suspect ACMs and evaluate homogeneous areas for sample collection. Materials of similar age, type, color, and texture are considered to belong to the same homogeneous material group.

Following the visual survey, representative bulk samples will be collected from materials that appear to represent each homogeneous group of PACMs. All bulk samples will be submitted under chain-of-custody procedures for laboratory analysis by Polarized Light Microscopy (PLM) with optical dispersion staining (USEPA Interim Method No. 600/R-93/116) by an independent laboratory.

Ramboll Group will also complete lead paint surveys on painted surfaces. The surveys determine lead content of paint coatings, targeting damaged coatings and coatings applied to surfaces that will be disturbed by demolition or renovation activities. Lead paint surveys will analyze for the presence of lead paint coatings using a handheld X-ray fluorescence (XRF) analyzer. Following the surveys and PACM sampling activities, an asbestos and lead paint survey report will be prepared. The report will include tables with the lead paint survey results and description of asbestos containing materials; condition of the materials; sampling and material locations shown on drawings; inspector certifications; and laboratory results. In addition, the report will include an interpretation of the results as well as recommendations relative to materials management and abatement of ACM, lead paint, and possible further evaluation of materials or building systems which may need be tested prior to demolition. The report will be submitted to the City of Sheboygan for review and will be included as a referenced contract document as part of the building demolition bid specifications. The draft report will be provided to the City electronically within 2 to 4 weeks after receiving laboratory results.

Assumptions:

- Because the quantity of PACM at each of the buildings to be inspected is unknown, we have included an allowance of \$3,000 for the laboratory analysis of PACM. This amount may be more or less depending on the quantity of PACM identified at the site.
- A reasonable effort to access suspect materials within known areas of restricted access (e.g., attic, crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Ramboll Group personnel.
- Confined space sampling will not be required for the assessment. If confined space sampling is required, Ramboll Group will utilize a subcontractor to collect these samples. The cost for a subcontractor to collect confined space samples is not included and a change order will be requested.
- Sampling will not include suspect materials that cannot be safely reached with ladders. We anticipate a manlift will not be required to perform the sampling.
- Sampling is conducted in a destructive manner that will damage building materials. Ramboll Group is not responsible for repairing sample locations.
- Sampling is conducted in a thorough but random manner. The possibility exists that ACM and lead paint are present in areas that were not sampled or were inaccessible during the inspection.
- Electrical equipment or other equipment associated with facility operations will not be disassembled and inspected for PACM. It is assumed this equipment will be removed from the facility in such a manner that PACM will not be disturbed.

Task 4.1 Deliverables

+ Asbestos and Lead Paint Survey Report

Task 4.2 UST Site Assessment

As part of the demolition activity associated with the removal of the underground storage tank (UST) systems (tanks, piping, fuel pump dispensers, etc.) at the marina fueling station/building, Ramboll Group will perform an UST site assessment in accordance with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) Tank-System Site Assessment (TSSA) guidance. One double-walled 8,000-gallon diesel fuel UST (tank ID 106509) and one double-walled 12,000-gallon unleaded gasoline UST (tank ID 112095) are registered under DATCP as in use at the site. The two tanks, three dispensers, and associated piping are to be closed/removed as part of the Harbor Centre Marina project. As required by DATCP, a closure assessment in accordance with the TSSA guidance will be completed for both UST systems by a Ramboll Group certified site assessor. The TSSA will consist of collecting soil samples for laboratory analysis of petroleum compounds consistent with those materials currently and historically stored within the removed USTs. Requirements for the removal and

decommissioning of the current underground storage tanks and marine fueling facilities and equipment will be described in the bidding documents associated with the demolition and removal of the marina fueling station/building.

Ramboll Group assumes the TSSA will occur over a one-day period. During this time, and as required by DATCP, photographic documentation of the closure activities will occur showing the condition of the removed UST system. Per the Wisconsin TSSA guidance, upon completion of the UST site assessment and tank closure processes outlined above, Ramboll Group will document the UST site assessment activities by preparing a Closure Report (which will include DATCP forms TR-WM-137 and TR-WM-140). Note, the selected tank remover contractor will submit a "Notification Record" (Form TR-WM-121) and coordinate with a local program operator and City inspector and complete Part A of the Tank System Service and Closure Assessment Report (Form TR-WM-140). The Closure Report will summarize the field activities, illustrate the soil sampling locations, present the field screening and laboratory analytical results. The Closure Report will be submitted to the Wisconsin Department of Natural Resources (WDNR) in accordance with DATCP TSSA guidance following review and approval of the report by the City of Sheboygan. The draft report will be provided to the City electronically within 2 to 4 weeks after receiving laboratory results.

Ramboll Group will prepare site-specific Health and Safety Plans (HASP) for the field activities associated with the hazardous material inspections and UST site assessment. The HASP's will be prepared in accordance with 29 CFR 1926 (OSHA Standards for Construction), 29 CFR 1910 (OSHA Standards for General Industry) and 29 CFR 1904 (US Dept of Labor, Recording and reporting Occupational Injuries and Illnesses). The purpose of the HASP is to inform all site workers of known or reasonably anticipated potential hazards and safety concerns at the site.

Assumptions:

- Only two tanks, one 8,000-gallon diesel fuel UST (tank ID 106509) and one 12,000-gallon unleaded gasoline UST (tank ID 112095) are registered as in use at the site. If unregistered tanks are present, additional costs to complete TSSA activities may be incurred.
- The two USTs are located beneath a sidewalk and the three dispensers are located adjacent to the lake in a fenced area. The USTs and dispensers will be accessible during the removal activities.
- If a release from the UST system has been identified during the site assessment, waste characterization samples will not be collected by Ramboll Group.
- This proposal assumes that no impacts are identified as part of the tank system closure and Ramboll Group will request a No Action Required determination for the tank system. If impacts are identified, Ramboll Group recommends that notification of a release be made to WDNR as required by TSSA regulations. If impacts are identified, it is possible that additional assessment and/or remediation activities will then be required under WAC ch. NR 716.

- If a release is identified, costs for additional environmental assessment work beyond the tank closure activities detailed above are not included within this proposal. The total cost of potential site investigation activities are estimated to be between \$40,000-and \$60,000 but depend on the degree and extent of the release. Site closure under WAC Ch. NR 700 would include submittal of a work plan, conducting field investigation and sampling, reporting, submittal of a Remedial Action Options Report and Remedial Action Plan, and case closure documentation.
- Sampling is conducted in a thorough but random manner. The possibility exists that ACM and lead paint are present in areas that were not sampled or were inaccessible during the inspection.

Task 4.2 Deliverables

- + Health and Safety Plan
- + UST Site Assessment Report

Task 4.3 Geotechnical Site Investigation

The Edgewater Resources team will work with a geotechnical consultant with knowledge and experience within the general region. We will select a consultant once schematic design is completed and the location of primary project components has been confirmed. For the purposes of preparing a budget for this proposal, we have assume the following borings will be completed within the project site:

- Eight (8) upland borings located at building pads, gangway connections, and critical utility corridors
- Six (6) marine-based borings located within the marina basin to support design of anchor systems.

Task 4.3 Deliverables

- + Geotechnical boring logs and foundation recommendations report

Task 4.4 Building Demolition and UST Closure Engineering

Ramboll Group will initiate a procurement and pricing process to identify qualified subcontractors to implement the activities associated with building demolition, UST removal, lead-based paint/ACM removal (if necessary), and sediment dredging, materials management and disposal (if requested). Ramboll Group will prepare procurement bid packages which will include:

- Demolition plans and specifications which include, but are not limited to the following:

- Project information including project summary and schedule as well as requirements for mobilization and demobilization, site preparation, structure demolition, material management, loading and transporting to landfill, and site restoration.
- Work restrictions for onsite work hours, noise, odor, and other nuisances.
- Safety precautions and programs including contractor site health and safety requirements, public safety, incident reporting, fire protection and other emergencies, and working in proximity to active utilities.
- Requirements to protect utilities, subsurface features, facilities, walks, pavements, roadways, and structures not designated for removal, relocation, or replacement in the course of construction.
- Requirements for applicable permits, permit-equivalents, and approvals to be acquired by the subcontractor(s) for completion of the work.
- Administrative provisions for coordinating construction operations on the project including schedule, project meetings, and status updates.
- Procedural requirements for work-related submittals including demolition progress schedules and other miscellaneous work-related submittals.
- Requirements for temporary utilities, support facilities, and security and protection facilities.
- Requirements for site access, dust control, security, access roads, parking, public road requirements, and traffic control.
- Requirements to keep work areas on and off site free from environmental pollution that would be in violation of federal, state or local regulations. This includes management of visual aesthetics, noise, and solid waste, as well as other pollutants and resources encountered or generated by the bidder.
- Demolition of site buildings and management, disposal, and/or recycling of demolished building materials.
- Final site cleaning, closeout procedures, and site restoration.
- A bid form which includes key dates, bidder information, and bid price.
- Instructions to bidders/bid submittal requirements.
- A description of health & safety requirements for the project
- A bid schedule

For Ramboll Group's project procurement approach, a minimum of three bidders are selected for each work element to increase competitiveness and receive a broad range of proposals and input. If desired, Ramboll Group may pre-qualify bidders in advance to provide proposals based on Ramboll Group's prequalification process for subcontractors as well as Ramboll Group's industry experience. Ramboll Group's pre-qualification of subcontractors includes the following criteria (in no particular order):

- Past performance with Ramboll
- Expertise and experience with conducting the planned construction activities
- Health and safety record
- Positive project references

- Financial capabilities
- Legal claims history

Throughout the procurement and pricing process, Ramboll will coordinate with the City to receive input on the content and elements of the bid packages, subcontractor pre-qualification (if desired), and to seek all necessary approvals from City, State and Federal agencies for the work to be performed. We acknowledge that the project may require several bid lettings in order to account for some of the specialized elements of the project. For purposes of this proposal, we have assumed that three separate bid lettings will be conducted for the building demolition, UST removal, and lead-based paint/ACM removal.

Bid Process

Ramboll will plan for and coordinate a mandatory pre-bid and site walk meeting with the prospective bidders. Major construction elements of the project (i.e., building demolition, UST removal, lead paint/ACM removal) typically require the pre-bid and site walk meeting while other elements (surveyors or QA/QC laboratories) will not. Ramboll will prepare appropriate level Request for Proposal (RFP) packages for interested subcontractors. As necessary, Ramboll will issue addenda to the RFP and answer potential subcontractor questions or clarifications over the bidding period and disseminate the information to all bidders on record. Ramboll will conduct a fair and equitable bid process and will not allow collusion between bidders, non-responsive bidders, imbalanced bids or bidders who fail to demonstrate a qualified team and resources dedicated to the project. It is assumed that separate bid packages for the following demolition items will be prepared for:

- UST removal
- Asbestos and lead paint removal and disposal (if necessary)
- Building Demolition, removal, and materials disposal which includes utility disconnection, abandonment, and/or removal, and removal of hardscape/site improvements

Ramboll will also attend all pre-bid conferences and meetings organized by the City that are related to the above building demolition activities.

Bid Review, Selection Process and Contracting:

Following receipt of the bid proposals, Ramboll will review each proposal for technical approach (inclusive of underlying project specific elements), price (including potential for change orders and unit pricing), schedule, project team qualifications, capacity to perform the project within the desired schedule, health and safety information (including program and metrics), and insurability. Ramboll will also submit questions to bidders whose proposals require further clarification to complete the review process. A tabulation of bids and formulation of a recommendation of award of each of the contracts that will be required to complete the project will be prepared for submittal to the City. All bids and bid documents will be made available to the City of Sheboygan for review along with the summary of our evaluation and ranking. Based upon the

recommendation for award and affirmation of same by the City, Ramboll will draft and present to the City contracts utilizing an AIA or EJCDC format for formal review, approval, and award by the City. Contract Administration: Ramboll will perform the necessary activities associated with contract administration for the duration of the building demolition work and through demolition contract closeout. Activities include attending project update meetings and sessions with City officials and staff, communications with Edgewater and selected demolition contractors, coordination and completion of all contract required activities, preside over all regular meetings with the contractors and City representatives relating to the demolition activities, resolve issues that arise with respect to the project and resource scheduling, budget tracking, review and approval of contractor applications for payment, and submittal of contractor applications to the City for payment. For purposes of this proposal, Ramboll estimates that the contract administration activities associated with the demolition scope will be conducted over a period of one year.

Field Oversight Services for Building Demolition:

Ramboll will provide comprehensive field oversight services for the building demolition project. Our experienced personnel will ensure that all demolition activities are performed in accordance with the established plans and specifications, applicable safety standards, regulatory requirements, and industry best practices. Key aspects of our oversight services include:

- On-Site Presence: Ramboll professionals with extensive experience in demolition and contractor management will be present on-site to conduct necessary inspections as needed. We anticipate having field oversight staff available to readily mobilize to the site during planned demolition activities.
- Documentation: Our team will meticulously document all demolition activities, capturing key details to maintain thorough records.
- Progress Reporting: We will provide regular progress reports to keep stakeholders informed about the status and advancements of the demolition work.

These measures will ensure that the demolition project proceeds smoothly, safely, and in compliance with all relevant standards and regulations.

TASK FIVE - MARINA ENGINEERING AND DESIGN SERVICES [DD/CD]

Task 5.1 Preliminary Engineering (DD)

Using the consensus plan and phasing strategy, record plan information, site information collected, and the characteristics of the site, the Edgewater team will initiate engineering design of the marina, including wave attenuation, floating dockage layout, shoreline improvements and connection points, basin dredging, and associated utility schematics. Design will be advanced to approximately 30% level, the appropriate level of detail required to support joint-permit application to state and federal regulatory agencies.

Specific Tasks will include:

- Marine engineering concept consideration:
- Review of the preferred marina layout previously developed
- ADA considerations for marina accessibility
- Design and integration of dock electrical and plumbing systems
- Floating dock system land-side connections
- New upland walkway/promenade design considerations
- Develop preliminary opinion of probable construction cost

Task 5.1 Deliverables

- + 30% Marina Design Plans
- + Specifications Outline

Task 5.2 Permitting (DD)

The Edgewater team will first facilitate a regulatory pre-application meeting with the U.S. Army Corps of Engineers (USACE) and the Wisconsin Department of Natural Resources – Waterways (WDNR). We will prepare a joint permit application based on the results of preliminary engineering and submit it to the USACE and the WDNR. The permit application will include engineering drawings and quantity calculations for the proposed plans as required by the agencies. Prior to submittal, a draft of the permit package will be submitted to you for review and comment. You will also be asked to sign a Letter of Authorization (LOA), allowing Edgewater to apply for the permits on your behalf.

Task 5.2 Deliverables

- + Permit application with drawings
- + Permit correspondence, clarifications, etc.

Task 5.3 Permit Processing

Edgewater Resources staff will coordinate with regulatory agencies on an as-needed basis. It is typical during the state/federal permit process for agencies to request additional calculations, clarifications, drawing revisions, or other supplemental information. We will be responsible for timely responses to these requests, however the agencies may request supplemental “special studies” that are not included within the base fee. Edgewater will make all reasonable attempts to meet the agency’s requirements, however, permit issuance will be subject to the agency’s jurisdictional determination and discretion.

EXCLUSIONS

The fees outlined below do not include any outside costs for permit fees due to state and federal agencies, obtaining records, etc. This scope of work anticipates a minimal amount of public objection or concern to process the permits and does not include the cost of any special technical studies or testing which may be needed or required by the agencies. The following are specifically excluded from the scope herein, but may be scoped/proposed if and when the need arises:

- Riparian interest survey
- Threatened and endangered species studies (example – mussel survey)
- Wetland delineation/mitigation
- Sediment sampling, sieve analysis, analytical testing
- Water quality certification needs/ Draft and or final environmental impact study preparation
- Shoreline improvements/fill/mitigation
- Floodway/floodplain studies/erosion studies
- Cultural Resources/Historic/archeological studies (SHPO)
- Supplemental Boundary/ Retracement Survey and Title work
- Supplemental Geotechnical testing and investigations
- Supplemental local entitlements (County/City Zoning, SESC, WDOT, Other)
- Supplemental Environmental Closure/process/testing needs as noted under Task 4

Other, as required by the agencies or special interest groups

Task 5.3 deliverables include:

- Correspondence with agencies
Drawing updates/revisions
- Meeting summaries

Task 5.4 Final Engineering (CD)

Upon receipt of permit approvals (or indications they are forthcoming), and at your direction, we will prepare the final design and construction drawings, specifications, and cost estimates necessary to bid and construct the marina project elements. These documents will be stamped and certified by Wisconsin licensed professional engineers, landscape architects, and architects as appropriate and affixed with the appropriate seals and signatures. The final engineering will include design calculation, drawings, and other studies needed to execute the proposed elements of construction. We will plan to meet with you at key points in the development process to review plans, and address comments.

We anticipate 50% and 90% review submittals with review periods and follow up meetings, at minimum.

Task 5.4 Deliverables

- + 50%, 90%, and 100% Drawings and Specifications
- + Meeting agendas/summaries

TASK SIX - SITE ENGINEERING AND DESIGN

Task 6.1 Preliminary Site Engineering, Landscape Architecture and Permitting (DD)

Using the consensus plan and phasing strategy, record plan information, site information collected, and the characteristics of the site, the Edgewater team will initiate design of the upland site, including underground utility systems, roads, parking areas, green space, fencing, lighting, security and access control systems, and other site components outlined in the RFP and the consensus plan. Design will be advanced to approximately 30% level and an updated construction cost estimate will be developed.

During this phase, we will also seek necessary local and state approvals for infrastructure (potable water distribution, wastewater, soil erosion and sedimentation control, etc.) and for zoning and site improvements. We anticipate upland approvals will be straightforward, as the site use will remain consistent with existing uses.

Task 6.1 Deliverables

- + 30% Site Design Plans
- + Specifications Outline
- + Local/State permit/Approvals submissions

Task 6.2 Final Site Engineering and Landscape Architecture (CD)

We will prepare the final site design and construction drawings, specifications, and cost estimates necessary to bid and construct the site project elements. These documents will be stamped and certified by Wisconsin licensed professional engineers, landscape architects, and architects as appropriate and affixed with the appropriate seals and signatures. The final engineering will include design calculation, drawings, and other studies needed to execute the proposed elements of construction.

We will plan to meet with you at key points in the development process to review plans, and address comments. We anticipate 50% and 90% review submittals with review periods and follow up meetings, at minimum.

Task 6.2 Deliverables

- + 50%, 90%, and 100% Drawings and Specifications
- + Meeting agendas/summaries

TASK SEVEN - ARCHITECTURAL DESIGN SERVICES [SD, DD, CD]

Task 7.1 Schematic Design (SD)

Edgewater site and building design services are organized into the tasks needed for planning of four new buildings at the Harbor Centre Marina along with the immediately surrounding site. The architectural scope of work herein includes complete construction documents for the Marina Administration Building and Fuel Service Building, and architectural planning for the Great Lakes Education and Restaurant and Event Buildings:

- The Marina Administration Building of approximately 8,000 sf
- The Fuel Service Building at approximately 2,900 sf
- The Restaurant and Event building of approximately 12,000 sf
- The Great Lakes Education Building of approximately 9,000 sf

Building Planning includes Pre Design services of Client Goals, Programming spatial goals and uses and creating Schematic design floor plans and elevation views to define the scale and size of the building, to provide the basis of design for further refinement and building development.

Accomplishing building design for each building type is a sequential series of design services beginning with Schematic Design to define each respective Program and Scope of work. Once defined, the design process continues with Design Development, Construction Documents, Bidding Assistance and Construction Administration.

Based on the information gathered in Tasks One, Two, and Three, we will define the Building Program and prepare up to three (3) schematic design concepts that explore alternative strategies to best accomplish planning for each building.

Specific tasks for each building include:

- Schematic design level Floor Plans and Exterior Elevations for owner review
- Owner and architect progress meetings at 50% and 90% SD completion
- 3D digital model views as needed for design clarification and visualization
- Review and Compliance with local Zoning Ordinances, State of Wisconsin Building Codes including ADA design requirement and Energy efficiency codes
- Adjacent Site requirement considerations for ADA compliant accessibility for parking and pedestrian pathways, user connections to green spaces and docks and exterior lighting for safety and ambience.
- Utility Considerations, including Potential Renewable Energy Generation Strategies
- Final schematic design meeting with owner and stakeholders for Schematic Design approval
- Initial Schematic Design level Cost Estimate.

Task 7.1 Deliverables

- + Building Program of uses, space sizes and scale
- + Schematic design (30%) completion architectural plans

- + Graphics required for specific presentations
- + Meeting agendas and minutes

Task 7.2 Design Development (DD)

The Design Development phase of work refines the approved Schematic Design plans to include selection options for materials, fixtures, components, and mechanical, electrical, and plumbing systems to be incorporated into the project. Building sections, construction types for assembly and structural systems are developed as we define the character and scale to be in harmony with the Harbor Centre Marina branding and identity. Specific tasks will include:

- Approved Schematic Design plans are developed into a digital base set for collaboration with consultant design disciplines:
 - Civil engineering, site drainage, parking, and utility connections
 - Landscape design and accessibility
 - Structural system design
 - Mechanical, Electrical and Plumbing systems coordination
 - Design development revisions integrate the following to the plans:
 - Foundation and structural framing systems
 - Building sections for construction assembly
 - Integration and design of Mechanical, Electrical and Plumbing systems
 - Exterior Elevations are studied for material choices and details
 - Interior space planning design in collaboration with proposed users
 - Door, Window, Hardware and Interior finish design and schedules initiated
 - 3D model views as needed for clarification and presentation
 - State of Wisconsin Building Code, ADA, Permitting and local Zoning review are documented
- (2) Progress meetings at 50% and 90% DD completion
- 50% Written Specification
- 50% complete Cost Estimate
- Quality Assurance/Quality Control project review and coordination
- Owner / Stakeholder sign off and approval to proceed to the next documentation stage.

Task 7.2 Deliverables

- + Design Development full set of plans
- + DD level cost estimate
- + 3D digital model images for design clarity as needed
- + Meeting Minutes

Task 7.3 Construction Documents (CD)

This phase of work will advance the approved design development documents into construction documents suitable for the construction of a complete and functional project.

The construction documents include necessary specifications, details, and information to be issued for permitting, bidding, and construction. All documents will be comprehensive and well-coordinated between disciplines. The work will be completed to the standard of care utilizing professional skills and judgment which can be reasonably expected of licensed architects and engineers performing similar services. Drawings will be sealed by licensed professionals as required by the State of Wisconsin for a commercial building.

Task 7.3 Deliverables

- + Bid Documents and Construction/Building Permit acquisition plans to include:
- + Cover Sheet of municipality required information and project location
- + Site plans as required for new construction sealed and signed by an engineer licensed in the State of Wisconsin and defined in Task Four
- + Existing Site Conditions and Demolition plan
- + Proposed dimensioned site plan with all property, zoning, topography information within the limits of the identified project area
- + Proposed Civil infrastructure including Utilities, Stormwater management, Zoning requirements, Site access and circulation within the limits of the identified project area and connections to surrounding areas of the park
- + Existing and Proposed hardscape, landscape, lighting, and site furnishing plans within the limits of the identified project area
- + Architectural Building plans, sealed and signed by a licensed professional in the State of Wisconsin
- + Foundation plan and details coordinated with the Structural Engineer
- + Structural framing and roof plans coordinated with the Structural Engineer
- + Main floor plan
- + Second floor plan as needed
- + Elevator plans if needed to be provided by professional consultant
- + Roof plans
- + (4) Building Elevations with material selections and colors
- + (2) Building sections, wall sections and required details

- + Interior elevations and details
- + Reflected ceiling plan if required
- + Finish schedule with material selections, colors, and details
- + Window, Door and Hardware schedules and details
- + Mechanical, Electrical and Plumbing and if required, Automatic Fire Suppression Sprinkler system plans in coordination with professional consultants
- + Technology , Data, Security integration coordination with consultants or GC as required
- + Compliance with all local and state building codes, zoning, permitting and ADA guidelines
- + Written specifications
- + Up to four (4) Owner and Architect meetings for progress review at 50% and 90% plan completion and final reviews
- + Updated cost estimate
- + Meeting agendas and Minutes

TASK EIGHT – BIDDING ASSISTANCE [CD]

Task 8.1 - Bidding Assistance

We will prepare and package appropriate bid documents, host pre-bid meetings, attend bid openings, review bids, and assist with negotiation of contractor contracts. The Edgewater Resources team will comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this contract, and with other programs as may be required by governmental and quasi-governmental authorities for inclusion in the contract documents.

During the bidding process our team will provide formal responses and clarifications to bidders through formal addenda, as needed. As bids are received, we will prepare tabulations, review of submittal packages, bid alternate evaluation, and recommendations for award. Based upon the project scope, we anticipate that a minimum of four bid/contract packages will be required, including the following:

- Building Demolition and Environmental Remediation, if required
- Site Infrastructure
- Buildings
- Marina

Task 8 Deliverables

- + Attendance at four (4) pre-bid meetings
- + Attendance at four (4) bid openings and internal bid review meetings
- + Response to RFI's/Addenda preparation
- + Attendance at Post-bid/Best Value Interviews, as requested
- + Bid Award Recommendations (4)

TASK NINE - CONSTRUCTION ADMINISTRATION [CA]

Task 9.1 - Construction Administration

Prior to the commencement of construction, we will meet with the City to outline the sequence of construction and establish an appropriate meeting and site inspection schedule, with the goal to achieve the most efficient process possible. The proposed fee includes forty-eight construction coordination meetings, of which eighteen will be on site meetings coordinated during periods of active construction.

We will support the construction process by acting as your representative observing the progress of the work during construction for conformance with the drawings, permits, and specifications as requested. Our Team will review construction submittals and maintain submittal logs. We will provide clarifications to the drawings through the RFI process and provide bulletins as needed for the Contractor to price changes to the work for your consideration. This proposal anticipates a construction period of approximately 18 months, during which we will make periodic site visits as requested and attend progress meetings. The project team will stay involved and be available to answer questions and solve problems via calls and MS Teams meetings throughout construction. This task will be dependent upon the final project scope established in Task Three.

Specifically, following substantial completion of the marina electrical system, our Team will provide an electrical commissioning site visit to verify the operation of the marina electrical system including compliance with NEC and Technical Specifications including GFPE trip levels and trip timing. This electrical testing effort will be led by Gary Loftis of Maffett Loftis Engineering who has extensive experience in the design and testing of these systems and also is a member of the NEC code making panel for Article 555 Marinas and Boatyards.

Tasks include but are not limited to:

- Attendance at four (4) Pre-Construction Meetings per construction contract
- Attend construction progress meetings either in person or online via Teams, monthly at minimum
- Respond to RFI's, Create Bulletins, Review Shop Drawings, Change orders, and Punch list close out
- Attend one (1) Punch List meeting on site per construction contract (anticipate 4 contracts)
- Marina electrical commissioning and report
- Meeting Agendas and Minutes

FEES

Fees below are based upon the scope of work outlined above and a total construction budget of \$26,900,000. Should the construction budget and/or program elements change, we will meet with the City to adjust the scope and fee accordingly. Services requested which are outside of the scope of work defined above and within the original Edgewater Resources, LLC, proposal (dated June 26, 2025 in response to City of Sheboygan RFP #2078-25) will be tracked and invoiced per the rate sheets attached for Edgewater Resources, LLC, and its subconsultants (Maffett Loftis Engineering, LLC, Ramboll, and Collins Engineers, Inc.).

Project Phase	Fee
1. Schematic Design (SD)	\$ 200,000
2. Design Development (DD)	\$ 930,500
3. Construction Documents, Bidding, Contracts	\$ 1,453,500
4. <u>Construction Administration/Closeout (Part-time)</u>	<u>\$ 646,000</u>
Total Lump Sum Fee: \$ 3,230,000	

5. <u>Estimated Reimbursable Travel Costs</u>	<u>\$ 60,000</u>
Total Lump Sum Fee with Reimbursable Costs:	\$ 3,290,000

Fee Notes:

- a. Fees for several alternative/additional tasks were requested and provided in the aforementioned proposal. These alternative/additional tasks are excluded from the fees outlined herein, but may be completed upon request/confirmation from the City of Sheboygan.
- b. Fee includes an estimated budget of \$70,000 for geotechnical borings (both land-side and water-based). If costs vary from this budget, Edgewater Resources will notify the City of Sheboygan prior to incurring additional costs.
- c. Hourly Rates may increase up to 3% per year based on Consumer Price Index

ATTACHMENTS:

- Edgewater Resources, LLC Basis of Compensation/Hourly Rates
- Collins Engineers, Inc. Engineering Services Table of Rates (2025)
- Maffett Loftis Engineering, LLC 2025 Hourly Rates
- Ramboll Project Labor Rates, Field Equipment and Project Expenses

FEE SCHEDULE

BASIS OF COMPENSATION

The compensation of Edgewater Resources, LLC for professional services is based upon hourly rates as indicated below.

TITLE	RATE
Sr. Principal	\$254.00
Principal	\$230.00
Sr. Architect	\$204.00
Sr. Engineer	\$204.00
Sr. Landscape Architect	\$204.00
PM Engineer	\$181.00
Project Landscape Architect	\$181.00
Project Engineer	\$165.00
Project Director	\$153.00
Landscape Designer	\$153.00
Staff Engineer	\$153.00
Administration	\$115.00
Intern	\$103.00

Please Note:

Expenses connected with the work such as travel, vehicle rental, equipment rental, subsistence, lodging, etc., will be charged at cost.

Vehicle mileage will be charged at the standard, federal, per mile rate.

Printing expenses will be charged as follows: standard b/w format prints /copies @ \$0.25/page; large format b/w prints/copies @ \$0.40/sq.ft.

Large format color prints/copies range from \$5-15 / l.f. for non-mounted/non-laminated b&w or color prints.

Drone services will be charged at \$20 per hour, or \$100 per day.

Wave sensor usage will be charged at \$100 per week, or \$300 per month.

Any labor expended in support or performance of expert services and litigation activities shall be 1.5 times the above standard hourly rates.

Any labor expended associated with numerical wave modeling software shall be charged at 1.25 times the above standard hourly rates.

Collins Engineers, Inc.
Engineering Services Table of Rates
Effective Date Range 01/01/2025 - 12/31/2025

Classification	Rate / Hour	Overtime Rate / Hour
Principal Engineer (E8)	\$ 492.00	\$ 492.00
Principal Engineer (E7)	\$ 382.00	\$ 382.00
Senior Engineer (E6)	\$ 300.00	\$ 300.00
Senior Engineer (E5)	\$ 256.00	\$ 256.00
Engineer (E4)	\$ 226.00	\$ 226.00
Engineer (E3)	\$ 195.00	\$ 195.00
Junior Engineer (E2)	\$ 162.00	\$ 162.00
Junior Engineer (E1)	\$ 140.00	\$ 140.00
Senior Engineering Technician, Designer (T3)	\$ 179.00	\$ 223.75
Senior CAD Technician (D3)	\$ 165.00	\$ 206.25
Technician (T2)	\$ 136.00	\$ 170.00
CAD Technician (D2)	\$ 131.00	\$ 163.75
Junior CAD Technician (D1)	\$ 93.00	\$ 116.25
Junior Technician (T1)	\$ 95.00	\$ 118.75
Project Administrator	\$ 137.00	\$ 137.00
Project Planner	\$ 159.00	\$ 198.75
Clerical (C2)	\$ 131.00	\$ 163.75
Clerical (C1)	\$ 92.00	\$ 115.00

Underwater Investigation	Rate / Day	Overtime Rate / Day
Diver - All Classifications (Additional Labor Cost Per Day at diving site in diving or standby capacity.)	\$ 300.00	\$ 300.00

Rope Access Investigation	Rate / Day	Rate / Day
Rope Access Technician - All Classifications (Additional Labor Cost Per Day at site where Rope Access Techniques are used.)	\$ 165.00	\$ 165.00

Expenses will be billed as follows:

Travel & Lodging	Actual Cost
Sustenance	Current GSA ME&I Per Diem Rates
Printing and Reproduction	Actual Cost
Wi-Fi, Cell phone, and Shipping	Actual Cost
Equipment Rental	Actual Cost
Expendable Supplies	Actual Cost
14 ft. Boat and Motor	\$80.00 per day
15-19 ft. Boat, Motor, and Trailer	\$110.00 per day
20-21 ft. Boat, Motor, and Trailer	\$150.00 per day
22-25 ft. Boat, Motor, and Trailer	\$190.00 per day
Mileage: Automobile	Current IRS rate per mile plus tolls

Testimony and Preparation for Testimony before Courts, Commissions, etc.

Officer-Principal Engineer	At Above Standard Rates
All Other Classifications	

Payment is due within thirty days after submission of invoices.

MLE 2025 HOURLY RATES

TITLE	HOURLY RATE
Principal Engineer, Engineer of Record	\$275
Project Manager	\$225
Engineer	\$175
Designer	\$125
Draftsman	\$105
Clerical	\$85

MLE Overtime Policy

We will pay for overtime work according to local and national laws.

If you are an exempt employee, you are not entitled to overtime pay by federal law. In the event that an exempt employee must work overtime, we will set a cap for overtime hours at 10 hours per week to prevent overworking and burnout. MLE may elect to pay overtime for certain projects or situations.

If you are a non-exempt employee, you are entitled to overtime pay of one and a half times your wage. Please record your overtime hours accurately, so we can calculate your pay correctly. We also ask you to work overtime only after it's authorized by your supervisor to make our record-keeping easier.





Ramboll's schedule of hourly rates by employee classification is presented in Table 2 below.

Table 2: Ramboll Project Labor Rates

Labor Category	Classification	Labor Rate
Project Principal (Principal)	L9	\$325
Senior Managing Consultant	L8	\$315
Managing Consultant	L7	\$285
Sr. Consultant 2	L6	\$240
Sr. Consultant 1	L5	\$220
Engineer/Geologist (Consultant 3)	L4	\$200
Engineer/Geologist (Consultant 2)	L3	\$175
Field Staff (Consultant 1)	L2	\$150
CAD/GIS Drafting	L1	\$150
Administrative Support	L1	\$120

Notes:

1. Reimbursable expenses for travel and accommodations, equipment charges, priority mail, overnight delivery, and outside reproduction and courier services will be billed at cost, plus 15 percent.
2. Project-related communications, to include in-house telephone, facsimile, postage, and reproduction, computers, data compilation, and Computer Aided Design and Drafting ("CADD") will be charged at 6 percent of total labor charges.
3. A 15% mark-up will be added to all subcontracted services (laboratory, private utility locator, surveyors, etc.).

Table 3: Field Equipment and Project Expenses

Description	Units	Unit Cost
PID (10.6 ev lamp)	day	\$70
X-ray fluorescence (XRF) analyzer	day	\$610
Ramboll owned vehicle charge	day	\$125
Personal Vehicle Mileage (federal rate) ¹	mile	\$0.70

Notes:

1. Based on project needs, distance to site and other factors, Ramboll may elect to rent a vehicle for site visits and field work. Typical vehicle rental rates, based on our company preferred provider fee schedule are between \$40 and \$70/day. Fuel expense is additional.