

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-96**

**AMENDMENT TO BOARD RESOLUTION 2018-22 AUTHORIZING A CONTRACT
WITH DIMENSION IV MADISON DESIGN GROUP TO PERFORM DESIGN
SERVICE FOR THE CTH V RECYCLING CENTER FOR ADDITIONAL SERVICES
TO ADD A PUBLIC WORKS FACILITY TO THE PROJECT SCOPE AT 4160 CTH V**

WHEREAS, the Village Board approved Resolution 2018-22 Authorizing a Contract with Dimension IV Madison Design Group (Dimension IV) to Perform Architectural, Civil, Structural, Plumbing, and Electrical Design Service for the design and construction management of the 4160 CTH V Recycling Center at a cost of \$57,700; and

WHEREAS, the Village Board, at their September 20, 2018 Village Board meeting discussed expanding the scope of the existing contract with Dimension IV to include the full design of a centralized Public Works Facility thereby centralizing the department; and

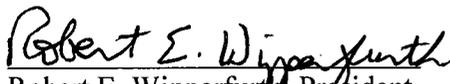
WHEREAS, the Village Board, at their September 20, 2018 Village Board meeting directed Administrator Butteris to pursue a contract amendment with Dimension IV; and

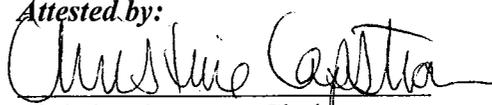
WHEREAS, Dimension IV has provided a Revised 10.2.2018 proposal to include the additional services for the Public Works Facility as described in Exhibit A, attached hereto, at a cost of \$71,000.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor, that the Village Attorney and Village President are authorized to execute a contract with Dimension IV Madison Design Group to provide additional services for the Public Works Facility as outlined in the October 2, 2018 proposal, attached hereto as Exhibit A, not to exceed \$71,000; and

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on October 16, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:

Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

Dimension IV Madison Design Group Proposal Revised October 2, 2018

March 13, 2018

Revised 10.2.2018

Ms. Tina Butteris, Finance Director
Village of Windsor
4084 Mueller Rd.
DeForest, WI 53532

Re: Request for Proposal
Windsor Recycling Center & DPW Facility
Windsor, WI

Dear Tina,

Thanks again for this exciting opportunity! There are several assumptions we have made to make this proposal more cost-effective and useful to you. If any of these assumptions are incorrect please advise and we can certainly adjust accordingly.

1. Form of contract (Owner-Architect) per your preference. ~~We can prepare if you wish;~~ we will assume something equivalent to our previous agreement.
2. Fee basis: We prefer a fixed fee basis of compensation.
3. Fees are for architectural, civil, structural, plumbing, and electrical design services and all costs others consider "reimbursable expenses." We include helping you with color selections in the design specs. We assume the civil engineering such as grading, paving, underground utilities, and site lighting will be provided by us as well. ~~However, we do not include the cost associated with a topographical utility or boundary survey.~~
4. Our base fee includes whatever (all) design meetings at your office that you would request of us regardless of frequency; we assume you will be responsible for any municipal-related entitlement meetings and we would not attend. During construction we would attend on-site job progress meetings once per month or more often as-needed. We would also perform observations of the work while in progress and prepare written Field Reports documenting our observations.
5. At this point, we also assume the need for us to prepare construction cost estimates. If this assumption changes, please advise.
6. Given the scope (*vis a vis* construction cost >\$25,000) of the Recycling Center & DPW Facility, competitive public bidding is required. Therefore, we include "bid-grade" specs (Project Manual) assuming a single-prime construction contract.
7. ~~Since we will not know the constructed volume of the structures until the preliminary design phase is completed, we may or may not~~ **We will** be required to submit for State plan conditional approval **therefore**, ~~The cutoff is 50,000 CF or 25,000 CF for assembly type occupancies. Given the uncertainty, we include those related efforts at this time.~~
8. Our base fee includes travel costs and incidental copies made for review of drawings etc during the design phase; we do not include CD reproduction for agency review or bidding. We will make the plans available for download by bidders via our FTP site. An electronic submittal to Safety & Buildings (S&B) is the preferred method. You will be responsible for cutting the check for S&B plan approval fees. Consequently, we have no "reimbursable expenses" whatsoever unless you request something unusual of us during the course of design or construction.

6515 Grand Teton Plaza, Suite 120
Madison, Wisconsin 53719
p 608.829.4444
f 608.829.4445

9. Phase 1 – Preliminary Design: ~~\$7,200.00~~ **\$24,000.00**
- a. PM Jim Gersich, AIA and PA ~~Broek-Hinze~~ **Amy McNally** will attend kick-off meeting and then prepare Revit drawings and outline spec information on drawings; later, design review meetings with you and coordination with the engineers as needed. We will prepare a construction cost estimate.
 - b. **We have assumed that the basic structure of the building will be a Pre-Engineered Metal Building (PEMB) and the foundation design and performance specification will be provided by us (i.e., Strategic Structural Design) and the PEMB design itself will be accomplished by the General Contractor's supplier on a design-build basis.**
 - c. Coordination with our engineers (Mike Leiferman, PE, Strategic Structural Design; Mike Hein, PE, HEIN Engineering Group; and Arlen Ostreng, PE, Edge Consulting Engineers) will be conducted related to structural, plumbing-electrical, and civil engineering.
 - d. **Edge Consulting Engineers will also provide the Well & Septic System design.**
10. Phase 2 – Construction Documents CDs: ~~\$26,400.00~~ **\$65,400.00**
- a. PM Jim Gersich, AIA and PA ~~Broek-Hinze~~ **Amy McNally** will attend a CD phase kick-off meeting and then prepare Revit CD drawings and Specifier Rayenna Rhys will prepare the Project Manual (Specifications); Tina Gordon will assist with any color selections. Design review meetings with you and coordination on material selections, cutsheets, finishes, and updated construction cost estimate.
 - b. Structural Engineer Mike Leiferman, PE will prepare the footing-foundations plans, canopy framing and concrete “retaining” wall plans (enclosures), and review the structural-related technical specifications, and structural calculations for submittal to S&B.
 - c. Plumbing-Electrical Engineer Mike Hein, PE, will prepare the plumbing and electrical plans and technical specifications. We expect there will be Low Voltage Systems (such as security cameras and possibly access controls) we will specify.
 - d. Civil Engineer Arlen Ostreng, PE will prepare grading, site utilities, and paving-site improvements plans. At this point we ~~exclude~~ **include** Stormwater Management Plans and related design **as an Optional Service**, and **exclude** landscaping plans.
 - e. PM Jim Gersich, AIA will prepare the S&B Plan Approval Application SBD-118, if required.
11. Phase 3 – Bidding & Construction Administration CA: ~~\$6,900.00~~ **\$15,800.00**
- a. PM Jim Gersich, AIA will conduct a Pre-Construction Conference with the successful contractor, and PA ~~Broek-Hinze~~ **Amy McNally** will perform submittal review.
 - b. PM Jim Gersich, AIA will conduct the once monthly “formal” job progress meetings, certify the contractor’s Applications for Payment, and prepare associated Field Reports with photographs. With ~~Broek~~ **Amy**, Jim will help clarify the drawings and specifications as necessary, answer RFIs, and prepare Construction Bulletins CBs (essentially, RFPs) as requested if needed; we will also provide you with the updated CDs reflecting construction changes if any, on an ongoing basis. Our Field Reports can also inform the Village Trustees of the ongoing schedule and progress of the construction project.
 - c. Our engineers will also perform submittal review, and conduct on-site observations of their respective work, while it is in-progress.
 - d. At the conclusion of construction, we will perform punchlisting of the work, and prepare the necessary S&B Compliance Statement SBD-9720 so you can obtain the Occupancy Permit. We will also provide as-constructed drawings in .dwg and pdf formats for your records.

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12. The Owner will provide geotechnical soil borings and foundation report, a Stormwater Management Plan with related design, as well as certified legal topographical survey showing underground utilities **as *Optional Services***.
13. We will provide you with an Insurance Certificate describing our Professional Liability Insurance coverage, which we intend to keep in place indefinitely.
14. Fee Proposal summary, see also attached engineers' proposals:
 - a. Phases 1 – Preliminary Design: ~~\$7,200.00~~ **\$24,000.00**
 - 1) Dimension IV Madison ~~\$6,000~~ **\$22,800**
 - 2) Edge Consulting Engineers (Civil) \$1,200
 - b. Phase 2 – Construction Documents CDs: ~~\$26,400.00~~ **\$65,400.00**
 - 1) Dimension IV Madison ~~\$8,200~~ **\$32,000**
 - 2) Strategic Structural ~~\$5,000~~ **\$14,000**
 - 3) HEIN Engineering ~~\$4,200~~ **\$10,400**
 - 4) Edge Consulting Engineers (Civil) \$9,000
 - c. Phase 3 – Construction Administration CA: ~~\$6,900.00~~ **\$15,800**
 - 1) Dimension IV Madison ~~\$4,400~~ **\$12,000**
 - 2) Strategic Structural \$1,000
 - 3) HEIN Engineering ~~\$800~~ **\$1,800**
 - 4) Edge Consulting Engineers (Civil) \$1,000
 - d. Total all-inclusive fee ~~\$40,500.00~~ **\$105,200.00**
15. Optional Services ***all to be included in the scope of services:***
 - a. Stormwater Management Plan: \$7,200
 - b. Topo-Utility Survey: ~~\$3,500~~ **\$3,300 already completed, see attached.**
 - c. Soil Testing (Foundations & Percolation for stormwater): \$6,500
 - d. ***Property/Boundary Survey: \$2,500 already completed, see attached.***
 - e. ***Well & Septic System Design (Edge): \$4,000***
 - f. ***Total of Optional Services: \$23,500***
16. **Total Contract Amount: \$128,700.00**

Thanks again for the opportunity to work with Windsor!

Sincerely,
Dimension IV - Madison, LLC



A. James Gersich, AIA
Architect/Principal

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Madison, Wisconsin 53719
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STRATEGIC STRUCTURAL DESIGN, LLC

October 1, 2018

Jim Gersich, AIA
Principal
Dimension IV Madison Design Group
6515 Grand Teton Plaza, Suite 120
Madison, WI 53719

Re: 180137 Public Works and Recycling Center, Windsor, Wisconsin –
Proposal for Structural Engineering

Dear Jim,

Thank you for contacting us to design the new Windsor Public Works and Recycling Center.

Per your request, Strategic Structural Design (SSD) is pleased to provide this proposal for services to Dimension IV Madison Design Group (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for the construction of the Village of Windsor Public Works and Recycling Center in Windsor, Wisconsin (Project). This proposal is subject to SSD's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

Based on our discussion, the Village of Windsor is considering building a 20,000 square foot Public Works building and 7,500 square foot recycling center. Both buildings will be designed and detailed by a pre-engineered metal building (PEMB) manufacturer. We will prepare a sheet of structural design load notes and set lateral drift limitations based on the associated cladding finishes. The Public Works building will have offices, vehicle parking, and two bays that allow for vehicle washing and mechanical servicing. A faux silo has been proposed for use as a stair shaft to access a free-standing interior mezzanine. The faux silo will likely require a compression seal at the interface between the main building and the incompatible building drifts from the wind applied to the structure. A series of exterior storage bins will be constructed with cast-in-place concrete extending down below the frost line. A geotechnical report was not available at the time of this proposal, however conventional spread/strip footings are assumed. If an alternative foundation system is required, SSD will submit a revision to this proposal to account for the design of the required foundation system.

For this project, SSD proposes to provide the following Basic Services:

- Establish PEMB supplier design loads and set drift limits based on cladding selection
- Design and prepare construction drawings for cast-in-place concrete exterior storage bins
- Design and prepare a preliminary foundation plan based on PEMB manufacturer loads
- Update and issue a final foundation plan based on awarded PEMB manufacturer loads
- Design and prepare construction drawings for an interior free-standing mezzanine
- Design and prepare construction drawings for a faux silo with interior stair
- Structural specification sections for concrete, steel, and masonry as required
- Sealed drawings, specifications, and calculations as required by applicable Regulatory Agency

725 Heartland Trail, Suite 203
Madison, WI 53717
608.841.1850

- Interpret the intent of contract documents, respond to RFI's, and issue addendum clarifications as required during bidding and construction
- Review shop drawings and product submittals
- Conduct one site visit to review construction
- Review reports submitted by testing and inspection agencies for the purpose of identifying results not conforming to construction documents

SSD will work with you to define critical design information that will be required and perform the proposed Basic Services per a mutually agreed upon schedule with Dimension IV.

For Basic Service, Client agrees to compensate SSD as follows:

- Lump sum fee of \$15,000. ← \$14,000 EPS
\$1,000 CONSTR. ADMIN.

For this Project, it is our understanding the Client will provide the following services, items and/or information:

- Proposed site plan
- Geotechnical report
- Preliminary Pre-engineered Metal Building Design Loads
- Architectural and sub-consultant Revit models

To accept this proposal, please sign and date below and return one copy to us for our records.

Strategic Structural Design, LLC requires a signed proposal, contract, or written authorization prior to commencing work on the Project. The undersigned individuals acknowledge that they are authorized to sign on behalf of and bind their respective employers to the terms and conditions of this agreement.

Please note that the proposed engineering fees contained in this proposal are valid for 30 days from the date of this proposal.

SSD looks forward to providing services to Dimension IV.

Sincerely,

STRATEGIC STRUCTURAL DESIGN, LLC

Dimension IV Madison Design Group
Accepted by:



Eric M. Fink, PE, SE
Principal

(Signature)

(Printed Name)

(Title)

(Date)



STRATEGIC STRUCTURAL DESIGN STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on October 1, 2018 (Agreement) by and between Strategic Structural Design, LLC (SSD) and Dimension IV Madison Design Group (Client):

1. Services: Strategic Structural Design, LLC (SSD), a Wisconsin corporation, will perform the services set forth in the proposal under these Terms and Conditions. SSD's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. SSD makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

2. Compensation: In consideration of the services performed by SSD, the Client shall pay SSD as provided in the proposal.

3. Additional Services: Client may request or it may become necessary for SSD or its subconsultant(s) to perform Additional Services in respect to this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. SSD will notify Client in advance of SSD's intention to render Additional Services. Client's failure to instruct SSD not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Terms of Payment terms of this Agreement.

4. Terms of Payment: Invoices will be sent no more often than monthly for the services performed and the expenses incurred for this job, during the preceding monthly period. SSD's client should pay the full amount of the invoice within 30 days of the invoice date. If the client fails to make any payment due SSD within 30 days of the invoice date, the amount due SSD shall include a finance charge at the rate of one percent per month, calculated from the 30th day after the date of the invoice.

5. Payments Marked "Paid In Full": We may accept letters, checks, or other types of payments showing "payment in full" or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. Satisfaction of your debt for less than the full amount requires a written agreement, signed by one of our authorized employees.

6. SSD's Limitation of Liability: SSD shall procure and maintain insurance as required by and set forth in 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 SSD and SSD's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever 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 SSD or SSD's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to SSD by SD's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of SSD's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. Any such claims, losses, or damages must be submitted to SSD in a reasonable timeframe and prior to Client entering into agreement with third parties for remedy of claims, losses or damages. Client agrees SSD, its agents, assigns and insurer shall have access to inspect any claims damages, or sites associated with the claim, prior to Client entering into agreement with third parties for remedy of claims, losses or damages. Client further agrees it will cooperate with SSD, its agents, assigns and insurer in the processing of any such any claims, losses or damages including but not limited to investigations and lawsuit that may result therefore.

7. Force Majeure: SSD shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the proposal resulting from any cause beyond SSD's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's

services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond SSD's reasonable control occur, the Client agrees that SSD shall not be responsible for damages, nor shall SSD be deemed in default of this Agreement.

8. Independent Contractor: It is agreed between the parties that employment by SSD's client of construction contractors or subcontractors to construct work and perform maintenance constitutes them independent contractors and as such they are completely responsible to SSD's client for the performance of their contracts and maintaining the construction schedules. It is further agreed that these construction organizations are solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions incident thereto. The presence of an SSD project manager at the work site will not relieve these construction organizations of these responsibilities. Accordingly, SSD shall not supervise, direct, or have control over construction contractors' or subcontractors' work. SSD shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of any construction contractor or subcontractor.

9. Insurance: Where SSD's client requires that project construction contractors or subcontractors provide liability insurance, SSD's client shall require such contractors or subcontractors to name SSD as an additional insured. SSD's client shall require contractors and subcontractors to submit certificates evidencing proof of such coverage directly to SSD at 725 Heartland Trail, Suite 203, Madison, Wisconsin 53717.

10. Termination of Contract: Either party may at any time, upon seven days' prior written notice to the other party, terminate this Agreement. Upon such termination, SSD's client shall pay to SSD all amounts owing under the proposal for all work performed up to the effective date of termination, plus reasonable termination costs. Reasonable termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by SSD in connection with the services set forth in the proposal.

11. SSD's Right to Suspend Its Services: In the event that SSD's client fails to pay SSD the amount due on any invoice within 60 days of the date of the invoice, SSD may, after giving seven days' written notice to its client, suspend its services until payment in full for all services and expenses is received. The Client agrees to indemnify and hold SSD harmless from any claim or liability resulting from such suspension.

12. Instruments of Service: Any drawings, specifications or reports prepared by SSD under the attached proposal shall be the property of SSD's client. SSD shall have the unlimited right, however, to use such drawings, specifications and reports and the intellectual property therein. SSD's client shall use such drawings, specifications and reports only for the project or purpose for which they were prepared. "Documents" as referred to herein are limited to the printed copy (hard copy) that is signed or sealed by SSD, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by SSD, are only for the convenience of SSD's client. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions derived from electronic files that are not specifically a requirement of the project work are at the user's sole risk. Accordingly, the electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. SSD makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against the SSD and SSD's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

13. Contractor Submittals: The scope of any review or other action taken by SSD or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. SSD shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

14. Opinions of Probable Cost: When required as part of its work, SSD will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analysis of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SSD hereunder will be made on the basis of SSD's experience and qualifications and will represent SSD's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that SSD does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

15. Construction Observation: Unless expressly stated in this Agreement, SSD shall have no responsibility for Construction Observation. If Construction Observation services are performed, SSD's visits to the site shall be for the purpose of becoming familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. SSD shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for the means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or conditions), or for safety precautions and programs in connection with the construction. Also, SSD shall have no obligation for any defects or deficiencies or acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. SSD is not authorized to stop construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

16. Governing Law: The proposal and these terms and conditions shall be governed by the laws of the State of Wisconsin.

17. No Assignment: Neither party shall assign its rights, interests or obligations under the proposal without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld. SSD shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of the SSD, increase SSD's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

18. No Waiver: The failure of either party to enforce, at any time, the provisions of the proposal or these terms and conditions shall not constitute a waiver of such provisions or the right of SSD or its client at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

19. Services to be Furnished by Client: SSD's client shall, at no cost to SSD:

- Provide all data and information in its possession as may be required by SSD to perform the services set forth in the proposal.
- Provide access to the work site so that SSD's employees may perform the work under the proposal without interference.
- Designate a person to act as its representative, who shall have complete authority to transmit instructions, receive information, and interpret and define its policies and decisions with respect to the services under the proposal.
- Give prompt notice to SSD should it observe or otherwise become aware of any defect in the services provided by SSD.
- Furnish to SSD, prior to any performance by SSD, a copy of any engineering, design, and construction standards, which it shall require, SSD to follow in its performance of services under the proposal.

20. Waiver of Subrogation: Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of material supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance. To the extent damages are covered by property insurance during construction, SSD, Client, Owner, Contractors, Consultants, agents and employees of any of them waive all rights

against each other for damages. Client shall require of the Owner, Contractors, Consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

21. Entire Agreement: The proposal and these terms and conditions, upon their acceptance by SSD's client, shall constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject matter herein. This agreement may not be amended by SSD's client or the owner issuing a purchase order containing additional or contradictory terms. The proposal and these terms and conditions may be amended only by written instrument signed by SSD and SSD's client.

22. Mediation: The Client and SSD agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

23. Information Reliance: SSD shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

24. Certifications: SSD shall not be required to sign any documents, no matter by whom requested, that would result in SSD's having to certify, guaranty, or warrant the existence of conditions that SSD cannot ascertain.

25. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or SSD. SSD's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against SSD because of this Agreement or SSD's performance of services hereunder.

26. Consequential Damages: Neither the Client nor SSD shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

27. Indemnity: The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless SSD, its officers, directors, employees, consultants and sub-consultants (collectively SSD) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, which involves negligence or willful misconduct of the client's officers, directors, elected officials, employees, agents, contractors, subcontractors, visitors, or guests except for damages, liabilities or costs arising from the SSD's negligence or willful misconduct.

SSD agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Client, its officers, directors, employees, consultants and sub-consultants (collectively Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, which involves negligence or willful misconduct of the client's officers, directors, elected officials, employees, agents, contractors, subcontractors, visitors, or guests except for damages, liabilities or costs arising from the Client's negligence or willful misconduct.

Jim Gersich

From: Arlen Ostreng <aostreng@edgeconsult.com>
Sent: Tuesday, September 25, 2018 1:30 PM
To: Jim Gersich
Cc: Brian Beaulieu
Subject: 19700 Windsor Public Works Facility

Jim: We have reviewed the proposed changes to the Windsor Recycling project to add the Public Works building. The following is our updated estimated fee for the project based on the new concept plan:

- | | |
|---|---|
| 1. Civil Engineering | |
| a. Preliminary Design | \$1200 |
| b. Construction Documents | \$9000 |
| c. Construction Admin | \$1000 |
| 2. Stormwater Management Plan | \$7200 NTE |
| 3. Topo Survey | \$3500 NTE |
| 4. Soil Testing (foundation & Stormwater) | \$6500 NTE |
| 5. Property/Boundary Survey | \$2500 – Added Services to original agreement |
| 6. Well & Septic System Design | \$4000 – Added Services to original agreement |
| | Total: \$34,900 |

Thanks,

Arlen J. Ostreng, P.E.
<https://edgeconsult.com>
Office: 608-644-1449
Cell: 608-219-9202





HEIN Engineering Group
October 1, 2018

Jim Gersich, AIA
Dimension IV - Madison
6515 Grand Teton Plaza, Suite 120
Madison, WI 53719

RE: Engineering Services Proposal
Village of Winsor - Recycle Center

Dear Jim:

This letter outlines the proposed scope of work and fees for engineering services in regard to the above project as requested and per schematic design documents and meeting notes.

SCOPE OF WORK:

- A. Mechanical - Electrical planning and design for approximately 7,500 SF recycle center.
 - 1. Well and Septic design services - Optional
 - 2. Site lighting design included.
- B. Construction Administration services are based on one(1) progress site visit and one(1) final walk-thru with field reports, along with shop drawing review and related CA services.
- C. Not included in the Scope of Work:
 - 1. Site environmental issues.

SUPPORT SERVICES:

This proposal assumes the following support services will be provided by your office:

- 1. Electronic floor plans, sections, construction details and elevations drawings.
- 2. Complete building occupancy data, building use, equipment locations and related data.
- 3. All final printing of plans and specifications.
- 4. Plan approval fee reimbursement.

ADDITIONAL SERVICES:

Additional services requested for engineering work beyond the scope of work described above or redesign work required after approval by Architect will be billed at our hourly rate shown below or negotiated at that time for related fees.

Hourly Rate:

Professional Engineer	\$100.00/hour
Engineer Technician	\$60.00/hour

FEES:

The agreed upon fee schedule established with be on a fixed fee basis for the engineering work described above, for the amounts as broken down below:

<u>PHASE:</u>	<u>FEES</u>
Construction Documents	\$ 10,400.00
Construction Administration	\$ 1,800.00
Septic Soil Test & Design Documents	\$ 4,000.00
Water Well Design Documents	\$ 1,500.00

N/A - TO BE PROVIDED BY EDGE

Additional Services: Time and material basis or negotiated lump sum.

We appreciate the opportunity to provide engineering services and look forward to working with you on this project.

Michael Hein, PE
Principal



Consulting Engineers, Inc.

624 Water Street
Prairie du Sac, WI 53578

Invoice

Date	Invoice #
6/29/2018	44644

Bill To

Dimension IV Madison Design Group
Attn: Jim Gersich
6515 Grand Teton Plaza, Suite 120
Madison, WI 53719

P.O. No.

Due Date	Project Number	Project Manager	
7/14/2018	#19700 Windsor Recycling Center	AJO	
Description	Qty	Rate	Amount
Topographic Survey (NTE)	0.94286	3,500.00	3,300.00
Property/Boundary Survey	1	2,500.00	2,500.00
We appreciate your business		Total	\$5,800.00

A finance charge of 1.5% per month will be assessed on invoices not received by the due date.

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