

**VILLAGE OF WINDSOR  
BOARD RESOLUTION 2019-03**

**APPROVING AN AGREEMENT WITH BAXTER & WOODMAN FOR ENGINEERING  
SERVICES**

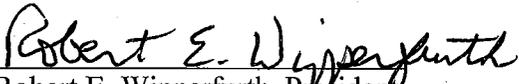
**WHEREAS**, Baxter & Woodman has previously provided engineering services to the Village; and

**WHEREAS**, the Village Board finds it to be in the public interest to retain Baxter & Woodman to provide engineering services to the Village on a non-exclusive, as requested basis pursuant to a general agreement setting forth the rates and terms of such service.

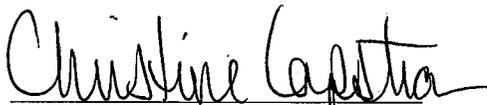
**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Windsor that the attached agreement with Baxter & Woodman for engineering services is hereby approved and the Village President, Village Attorney and Staff are authorized to execute same on behalf of the Village. The Agreement shall supersede the Master Engineering Services Agreement dated December 17, 2015 (the "Prior Agreement"). Notwithstanding such superseding effect, all work orders issued under the Prior Agreement shall proceed pursuant to the terms of the Prior Agreement and terminate once the work under said work orders is completed and accepted by the Village.

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 the 17<sup>th</sup> day of January, 2019, by a vote of 5 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

*Attested by:*

  
Christine Capstran, Clerk



# Windsor

Growing Iceward

## INDEPENDENT CONTRACTOR AGREEMENT For Municipal Engineering Services On An As Requested Basis

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**THIS AGREEMENT** is entered into effective as of the last date of signature by and between the Village of Windsor, a Wisconsin municipal corporation (hereinafter the "Village") and the party identified below (hereinafter the "Consultant").

CONSULTANT: Baxter & Woodman, Inc.  
ADDRESS: 2005 W. Beltline Highway, Suite 201  
CITY/STATE/ZIP CODE: Madison, WI 53713  
CONSULTANT'S REPRESENTATIVE: Jerry Groth

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

### 1. SCOPE OF WORK.

A. **SERVICES:** The Village hereby retains the Consultant, and the Consultant hereby accepts such engagement, to perform the following:

General engineering services as set forth in Exhibit B and specific engineering tasks on an "as needed" basis when requested by the Village Administrator, or their designee. The Village will request project or task proposals from the Consultant in a letter describing the services needed. The Consultant may decline to perform work on a specific project provided it notifies the Village within 3 days of receipt of the letter. The Consultant is advised that the Village may enter into similar agreements with other contractors and reserves the right to assign engineering work on future projects or tasks to firms other than the Consultant if, in the opinion of the Village, it is in the best interests of the Village to do so.

B. **INITIATION OF SERVICES:** The CONSULTANT shall not commence the performance of any actual services until receipt by CONSULTANT of a Notice to Proceed from either the Village Administrator, the Public Works Director, or their designee.

C. **PERFORMANCE OF SERVICES BILLABLE TO OTHERS:** At the request of the Village, the Consultant will provide engineering services billable to entities other than the Village. These services include:

- Engineering services chargeable to developers.
- Engineering services chargeable to applicants for village services.
- Engineering services chargeable to developers associated with projects under the Tax Incremental Finance Law.

Charges for engineering services in this category will be paid by the Village to the Consultant and billed to the

appropriate entity by the Village. The Consultant will provide the Village with monthly itemized invoices for such services, in a form acceptable to the Village. Invoices shall be payable 30 days after date of receipt.

**2. CONSIDERATION.** In consideration of satisfactorily providing the services outlined in Section 1 of this Agreement, the Consultant shall receive the following consideration:

**TIME AND MATERIALS.** The Consultant shall be paid on a time and materials basis. The Consultant shall be compensated for the hours of professional service, materials and expenses necessary and expended to complete the above services. The first 200 hours of service performed under Exhibit B, Items 1, 2, 4 or 5 shall be paid at the rate of \$95 per hour. After 200 hours, the hourly billing rates for the Consultant are as set forth in Exhibit C. Any billing rates other than those listed in Exhibit C shall be effective only after 30 days written notice to the Village prior to the performance of work. Necessary materials and expenses incurred shall be billed at the rates stated in Exhibit C, or if not listed, at the Consultant's actual cost.

The Village will not provide any fringe benefits. The Consultant agrees to provide monthly billings in a form acceptable to the Village. Payment shall be due 30 days after the date of invoice. The Village shall withhold the final 20% of compensation due to the Consultant as retainage until the work has been fully completed to the satisfaction of the Village.

**3. TERM/TERMINATION.** The term of this Agreement shall commence on the effective date and terminate one year thereafter. Immediately upon completion of the initial one (1) year term, this Agreement, shall automatically renew under identical provisions for subsequent one year terms, unless at least 90 days prior to the termination date of any such additional term, either party gives written notice to the other of its intention to terminate this Agreement upon termination of then current term. Notwithstanding the previous two sentences, the Village reserves the right to terminate this Agreement at any time for any reason, or no reason, upon 30 days written notice to the Consultant. In the event of termination, the Village will pay the Consultant for all satisfactorily completed services prior to termination of this Agreement.

**4. REPRESENTATIVES.**

A. CONSULTANT'S REPRESENTATIVE: The Consultant agrees that all services and activities performed pursuant to this Agreement will be coordinated and directed by the Consultant's Representative. In the event the Consultant's Representative is unable to serve in the above-described capacity, the Village may accept another Consultant's Representative or terminate this Agreement, at its option.

B. VILLAGE'S REPRESENTATIVE: All dealings between the Village and the Consultant with respect to the subject matter of this Agreement shall be with the Village Administrator.

**5. INDEPENDENT CONTRACTOR STATUS.** The parties agree that the relationship of the Consultant to the Village created by this Agreement shall at all times be that of an independent contractor. The Village expressly relies upon the professional judgment of the Consultant in determining the means by which its obligations under this Agreement shall be performed. The Consultant shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the Village pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the Village for the benefit of its employees. Any persons whom the Consultant provides to perform work under this Agreement are employees and/or the responsibility of the Consultant and are not employees or the responsibility of the Village. The Consultant shall not, at any time, represent itself to be anything other than an independent contractor with regard to the Village. The Consultant shall be solely responsible for all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The Consultant hereby agrees to furnish the Village with its taxpayer identification number (or social security number) prior to commencement of work under this Agreement. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the Consultant from the Village.

**6. INDEMNITY.** The Consultant agrees to indemnify, hold harmless and defend the Village, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from the Consultant's performance of, or failure to perform, the work provided under this Agreement, but only to the extent caused in whole or in part by the negligent acts or omissions of the Consultant, or anyone acting under its direction or control, or on its behalf. This indemnity provision shall survive the termination or expiration of this Agreement. The Consultant shall reimburse the Village, its elected and appointed officials, officers, employees and agents for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**7. INSURANCE.** Unless otherwise specified in this Agreement, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the work under this Agreement insurance coverage as set forth in Exhibit A attached hereto.

**8. PROJECT DOCUMENTS AND REPORTS.** Provided the Village has paid the Consultant all compensation due under this Agreement, all documents and reports, estimates, and graphics generated pursuant to this Agreement, completed or partially completed, shall become the property of the Village upon payment in full.

Following termination of this Agreement for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the Village as it sees fit, or by another consultant retained by the Village for the purpose of proceeding with the project without further or additional obligation or compensation to the Consultant. The Consultant is not responsible for the re-use of any documents pertaining to this Agreement, which shall be at the Village's sole risk, except as to any errors or omissions for which the Consultant would be liable without regard to the secondary use of the documents.

Subject to the provisions of Wisconsin's Open Records Law, the Village shall at all times reserve the right to release all information concerning the project, as well as the time, form and content of the information. Within 10 days of request by the Village, the Consultant shall provide to the Village, any and all documents in the Consultant's possession or control pertaining to the work performed pursuant to this Agreement. The Consultant agrees to indemnify the Village and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the Village which arise or result from a failure by the Consultant to timely provide all such documents to the Village. This reservation and indemnity shall survive the expiration or termination of this Agreement.

**9. MISCELLANEOUS PROVISIONS.**

A. ENTIRE AGREEMENT: This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by an instrument in writing duly executed by all the parties. Specifically, this Agreement supersedes the Master Engineering Services Agreement between the parties herein dated December 17, 2015 (the "Prior Agreement"). Notwithstanding such superseding effect, all work orders issued under the Prior Agreement shall proceed pursuant to the terms of the Prior Agreement and terminate once the work under said work orders is completed and accepted by the Village.

B. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the Consultant may not assign any rights or obligations under this Agreement without the prior written consent of the Village.

C. GOVERNING LAW AND VENUE: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Wisconsin. Any legal action arising out of this Agreement shall be venued in the Circuit Court for Dane County, Wisconsin.

D. HEADINGS AND REFERENCES: The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement. Unless the context clearly requires otherwise, all references to subdivisions are to subdivisions of this Agreement.

E. SEVERABILITY: If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid. Notices to the Village shall be addressed to the Village's Representative identified in paragraph 4.B., Village of Windsor, 4804 Mueller Road, DeForest, WI 53532. Notices to the Consultant shall be addressed to the Consultant's Representative at the address identified on page 1.

G. SAFETY AND SECURITY: The Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. The Consultant shall implement all reasonable safety measures applicable to the work contracted herein. In carrying out its work, the Consultant shall at all times exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local legal requirements.

H. DELAYS AND WAIVER: The failure of any party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting party's obligation with respect to future performance of any other terms shall continue in full force and effect. The failure of any party to take any action permitted by this Agreement to be taken by it shall not be construed as a waiver or relinquishment of its right thereafter to take such action.

I. NEUTRAL CONSTRUCTION: The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

J. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

**VILLAGE OF WINDSOR**

By: Robert E. Wipperfurth  
Robert E. Wipperfurth, Village President

1-17-19  
Date

By: Christine Capstran  
Christine Capstran, Village Clerk

1-17-19  
Date

**BAXTER & WOODMAN, INC.**

By: \_\_\_\_\_  
Charles A. Brunner, PE, Vice President

\_\_\_\_\_  
Date

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

Unless otherwise specified in this Agreement, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

**I. INSURANCE REQUIREMENTS FOR ARCHITECTS AND CONSULTING ENGINEERS**

**A. Minimum Scope and Limits**

1. Architects and Engineers Errors & Omissions Liability coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project.
2. Commercial General Liability coverage with limits of no less than the following:
  - a. Each Occurrence Limit \$1,000,000
  - b. General Aggregate Limit (other than Products-Completed Operations) per project \$2,000,000
  - c. Products-Completed Operations Aggregate per project \$1,000,000
  - d. Personal and Advertising Injury Limit \$1,000,000
3. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
4. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.
6. Also, see requirements under Section IV.

**II. INSURANCE REQUIREMENTS FOR CONTRACTORS—LIABILITY & PROPERTY**

- A. Commercial General Liability coverage including coverage for Products Liability, Completed Operations, Contractual Liability, and XCU coverage with the following minimum limits:**
1. General Aggregate Limit (other than Products-Completed Operations) per project \$2,000,000
  2. Products-Completed Operations Aggregate per project \$1,000,000
  3. Personal and Advertising Injury Limit \$1,000,000
  4. Each Occurrence Limit \$1,000,000

- B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
- C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$5,000,000 aggregate.
- E. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.
- F. Property Coverage (to be provided by contractor)
  - 1. Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractor's bonding company, if any.
  - 2. Covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.
  - 3. The Village of Windsor; architect, engineer, contractor (as applicable); and all subcontractors will be added as loss payees to the policy.
- G. Also, see requirements under Section IV.
- H. Bond Requirements
  - 1. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to ten percent (10%) of the contract bid.
  - 2. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
  - 3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class V.

### III. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS

All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers Liability insurance. This insurance shall be as broad as those noted for Contractor requirements contained in Section II above.

IV. APPLICABLE TO ARCHITECTS, CONSULTING ENGINEERS AND CONTRACTORS

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. The Village of Windsor, its elected or appointed officials, and employees shall be named as additional insureds on all Liability policies for liability arising out of project work.
- C. Certificates of Insurance, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the Village of Windsor shall be submitted prior to commencement of the work.
- D. The Architect, Engineer and Design Build Contractors (as applicable) shall warrant that no documents used for the project require the Village of Windsor to indemnify and / or hold harmless any party to the contract for any reason.
- E. The Architect, Engineer and Design Build Contractors (as applicable) shall warrant that the documents used for the project shall not contain any wording limiting the financial responsibility of the parties to the contract for damages arising from their negligence, act, error or omission.

VILLAGE OF WINDSOR, WISCONSIN  
UTILITY ENGINEER AND VILLAGE ENGINEER

**EXHIBIT B**

**SCOPE OF SERVICES**

1. OWNER STAFF MEETINGS - Provide monthly, four hours of service at no charge to the Owner to attend Village Staff, Village Public Works Committee, or other Village Board Committee and Commission meetings.
2. ANNUAL MEETING - Conduct an annual meeting with the Owner to review the scope of services, methods to be followed for requesting services and authorizing expenses, commitments to schedules and deadlines, primary contact for the Owner and Consultant, and similar organizational and communication items. (No Charge)
  - A. MEETING MINUTES - Prepare annual meeting minutes for the Owner to review the scope of services, methods to be followed for requesting services and authorizing expenses, commitments to schedules and deadlines, primary contact for the Owner and Consultant, and similar organizational and communication items. (No Charge)
3. MUNICIPAL SERVICES - Provide municipal-type services including:
  - A. DEVELOPMENT ADMINISTRATION AND NEGOTIATION - Provide professional engineering services for review, administration, and negotiation of development agreements, annexation agreements, development and impact fees, and recapture agreements. Provide progress/status and other services related to development including researching utility locations, drainage issues, transportation needs, and environmental impacts.
  - B. DEVELOPMENT ASSISTANCE AND REVIEW - Provide professional engineering, planning, and administrative services for the review of development projects. Reviews may include agreements, development fees, concept plans, preliminary plats and plans, final plats and final engineering plans, and estimated costs of construction. This task typically includes the review of sanitary sewage collection systems, potable water distribution systems, stormwater management systems, streets and sidewalks, parking lots, lighting, site grading, and soil erosion and sediment control measures. Prepare a list of findings, conclusions, and recommendations, and incorporate Village comments into a written review letter addressed to the developer and the Village.
  - C. MEETINGS - Attend, initiate, or facilitate meetings with Village staff, the developer, and the developer's consultants to discuss review comments and other design considerations.
  - D. PUBLIC MEETINGS - Attend meetings, at the request of the Village Administrator or Deputy Administrator, of the Village Board or the Plan Commission to present recommendations regarding the proposed development.

- E. SITE VISITS – Inspect the development site to verify pre-development conditions, or to confirm that the development is in substantial conformance with the approved development plans.
  - F. LETTER OF CREDIT or FINANCIAL SURETY REDUCTION – Review the developer’s requests for a reduction in the letter of credit or financial security for the development, verify the status of construction, and make a recommendation to the Village.
  - G. RECORD DRAWING – Review record drawings submitted by the developer determine whether the development is in substantial conformance with the approved development plans.
  - H. GENERAL SERVICES – Provide review, consultation, and advice for general municipal engineering, planning, and administrative services and for the development of regulatory ordinances, policies and standards when requested by Village officials.
4. PUBLIC WORKS: PLANNING AND PRELIMINARY DESIGN – Prepare planning and preliminary design reports:
- A. ADMINISTRATION & MEETINGS - Confer with the Owner and Public Works Director, and their staffs, from time to time, to clarify and define the general scope, extent and character of the project, to review available data and to review Consultant’s draft reports prior to submittal to the Owner and Wisconsin DNR (WDNR) and Wisconsin Public Service Commission (WPSC), if necessary.
  - B. HISTORY REVIEW - Review previous reports by other consultants.
  - C. ANALYSIS OF EXISTING FACILITY - Inspect existing treatment unit structures and equipment as to their conditions and suitability for continued use or modification for reuse.
  - D. DESIGN REPORT - Prepare a Design Report containing schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the Owner and setting forth the Consultant’s findings and recommendations for the final design of the Project. The Report shall include, but not be limited to the following:
    - (1) A basis of design.
    - (2) An evaluation of the cost-effectiveness and feasibility of alternatives.
    - (3) A site plan for the entire property owned by the Owner showing existing, proposed and future facilities.
    - (4) An opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the Owner, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
  - E. AGENCY SUBMITTALS - Submit the Design Report to the WDNR and/or WPSC for their review, comments, and approval.

- F. PUBLIC MEETINGS - Assist the Owner with the preparation of public information for the Project, and attend public meetings to present the Design Report.
5. PUBLIC WORKS: FINAL DESIGN – Prepare final design documents for Project.
- A. ADMINISTRATION & MEETINGS - Confer with the Owner and Public Works Director, and their staffs, from time to time, to clarify and define the general scope, extent and character of the project, to review available data and to review Consultant's design documents prior to submittal to the Owner and WDNR and/or WPSC, if necessary.
  - B. TOPOGRAPHIC SURVEY - Perform topographic survey of the project limits of all natural and manmade features at the project site in order to develop base sheets for project plan drawings. In addition, obtain data or record indicating locations of underground utilities.
  - C. GEOTECHNICAL SUBCONSULTANT – Employ a geotechnical subconsultant to make soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report for structural design. Soil borings will be made at the site of each major structure.
  - D. DESIGN DOCUMENTS - Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the Owner and Specifications which will be prepared in conformance with the format of the Construction Specification Institute.
  - E. AGENCY SUBMITTALS - Submit the Design Documents to the WDNR and/or WPSC for their review and approval for the Owner to construct and operate the Project.
    - (1) Furnish the Owner with up to three (3) sets of the Design Documents approved by WDNR and/or WPSC.
    - (2) Prepare an opinion of probable construction cost based on the Design Documents approved by WDNR and/or WPSC.
  - F. CONSTRUCTION DOCUMENTS Prepare for review and approval by the Owner and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
  - G. ASSISTANCE DURING BIDDING - Assist the Owner in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.
6. CONSTRUCTION RELATED SERVICES - Provide construction related services including:
- A. COORDINATION - Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents, and advise and confer with Owner officials during construction and issue the Owner's authorized instructions to the Contractor.

- B. PRECONSTRUCTION SERVICES - Attend the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
- C. MATERIAL TESTING - Review laboratory, shop and mill test reports of materials and equipment furnished and installed by the Contractor.
- D. RESIDENT PROJECT REPRESENTATIVE - Provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the Consultant's office of not more than eight (8) hours per regular weekday, as deemed necessary by the Consultants, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

The construction Contractor is a separate company from the Consultant. The Owner understands and acknowledges that the Consultants are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Consultants do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

- E. DAILY REPORTS - Keep a daily record of the Contractor's work including notations on the nature and cost of any extra work.
- F. SHOP DRAWING REVIEW - Review and approve Shop Drawings, Manufacturer's Literature, Samples, and other submittals by the Contractor, but only for compliance with the Drawings and Specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.
- G. PARTIAL PAYMENTS - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- H. CHANGE ORDERS - Prepare Construction Contract Change Orders when authorized by the Owner.
- I. FINAL INSPECTION - Conduct a final inspection of construction work when requested by the Contractor or Owner, review the Contractor's written guarantees, and issue an opinion of satisfactory completion for acceptance of the Project by the Owner.
- J. RECORD DRAWINGS - Prepare construction record drawings which show field measured dimensions of the completed work which the Consultants consider significant and provide the Owner with one set of reproducible record drawings and all equipment operation and maintenance manuals within ninety (90) days of the Project completion.

- K. OPERATION AND MAINTENANCE MANUAL - Prepare an operation and maintenance manual.
- L. POST-COMPLETION WORK - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.
- M. WARRANTY WORK - Provide construction-related engineering services regarding warranty work by the Contractor after the Project, or parts thereof, has been accepted for operational use by the Owner. Such services will include, but not be limited to assistance to the Owner in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the Project.

EXHIBIT C

CONTRACTOR BILLING RATES AND BILLABLE EXPENSES

BAXTER & WOODMAN, INC.  
2019 HOURLY BILLING RATES AND EXPENSE ITEMS  
FOR PROFESSIONAL SERVICES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
Principal	\$195
Senior Engineer III to IV	\$155 to \$180
Senior Engineer I to II	\$130 to \$145
Engineer III to IV	\$110 to \$120
Engineer I to II	\$95 to \$100
Engineering Technician III to V	\$120 to \$145
Engineering Technician I to II	\$60 to \$110
Senior Geologist	\$140
Professional Surveyor I	\$150
Administrative Support I to III	\$75 to \$85
Marketing Professional I to III	\$75 to \$85
Accounting Professional I to III	\$75 to \$100

Hourly rates for inspection services do not include any overtime.

The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.

Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.

Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.

Traffic Counters \$50/day.

Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem and \$24.00 per hour processing.

Unmanned Aircraft System (Drone) Units will be reimbursed at a rate of \$2,000.00 per day.

Flow Meter Units will be reimbursed at a rate of \$750.00 per month.