GENERAL SERVICES COMMITTEE
TUESDAY, MARCH 3, 2015 – 8:00 A.M.
CONFERENCE ROOM N-1 – FIFTH FLOOR
ROCK COUNTY COURTHOUSE-EAST

Agenda

1. Call to Order and Approve Agenda
2. Citizen Participation
3. Approval of Minutes – February 17, 2015
4. Transfers and Appropriations
5. Bills/Encumbrances/Pre-Approved Encumbrance Amendments
6. Resolution
   A. Retaining an Architectural / Engineering Firm to Prepare Plans and Specifications to Demolish the Courthouse Tower
7. Authorization to Hire KJWW Engineers to Prepare Plans and Specifications for Two Water Heaters at the Jail
8. Update
   A. Courthouse Security Assessment – Update
   B. Planning for 2015 General Services Projects
9. Communications, Announcements and Information
10. Adjournment

Please contact Marilyn at (608)757-5510 if you are going to be late or if you will not be able to attend the meeting.
I have examined the preceding bills and encumbrances in the total amount of $398.49. Claims covering the items are proper and have been previously funded. These items are to be treated as follows:
A. Bills and encumbrances over $10,000 referred to the Finance Committee and County Board.
B. Bills under $10,000 to be paid.
C. Encumbrances under $10,000 to be paid upon acceptance by the Department Head.
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**GENERAL SERVICES PROG TOTAL**  5,503.65

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**GLEN OAKS FACILITY OPERATION PROG TOTAL**  910.73

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COMMITTEE: GS - GENERAL SERVICES
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**Budget** 22,000.00

| YOUTH SERVICES CENTER PROG TOTAL | 280.68 |

| 18-1837-0000-63500 | R&M SUPPLIES     | P1500468 | 01/23/2015   | BJ ELECTRIC SUPPLY INC                           | 2,437.05 | 3,493.91 | 2,291.19 | 91,777.85       |
|                |                   | P1500487 | 01/28/2015   | FERGUSON ENTERPRISES INC                         |         |         |         |                 |
|                |                   | P1500496 | 02/05/2016   | JANESVILLE ELECTRIC MOTOR CORP                   |         |         |         |                 |
|                |                   | P1500497 | 01/27/2016   | JANESVILLE WINSUPPLY COMPANY                     |         |         |         |                 |
|                |                   | P1500890 | 02/05/2016   | BOB BARKER COMPANY INC                          |         |         |         |                 |
|                |                   | P1501084 | 01/29/2015   | MIDWEST ALARM SERVICES INC                       |         |         |         |                 |
|                |                   | P1501005 | 01/29/2015   | BANDT COMMUNICATIONS INC                        |         |         |         |                 |
|                |                   | P1501173 | 02/08/2015   | HALVERSON CARPET CENTER LTD                     |         |         |         |                 |
| Budget         |       | 100,000.00 |             |                                                 |         |         |         |                 |

**JAIL CAPITAL IMPROVEMENTS PROG TOTAL** 2,291.19

| 18-1842-0000-67200 | CAPITAL IMPROV   | P1501200 | 01/05/2015   | GUENTHER ELECTRIC                               | 0.00    | 35,010.00 | 28,461.00 | 287,129.00      |
| Budget           |       | 350,600.00 |             |                                                 |         |         |         |                 |

**COURTHOUSE FACILITY PROJECT PROG TOTAL** 28,461.00
I have examined the preceding bills and encumbrances in the total amount of $37,447.25. Claims covering the items are proper and have been previously funded. These items are to be treated as follows:

A. Bills and encumbrances over $10,000 referred to the Finance Committee and County Board.
B. Bills under $10,000 to be paid.
C. Encumbrances under $10,000 to be paid upon acceptance by the Department Head.

Date: MAR 03 2015

Dept Head

Committee Chair
## COMMITTEE APPROVAL REPORT

### Account Number  | Account Name  | PO#       | Inv Date  | Vendor Name                            | InviEnc Amt |
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18-1815-0000-62400| R & M SERV   | P1500907 | 02/20/2015| JOHNSON TRACTOR INC                    | 3,000.00    |
18-1815-0000-62400| R & M SERV   | P1501161 | 02/16/2015| HEAT & POWER PRODUCTS INC              | 87.64       |

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18-1815-0000-63500| R&M SUPPLIES | P1500241 | 02/18/2015| FIRST SUPPLY MADISON LLC| 71.52       |
18-1815-0000-63500| R&M SUPPLIES | P1500253 | 02/17/2015| MENARDS                | 75.96        |
18-1815-0000-63500| R&M SUPPLIES | P1500258 | 02/13/2015| WERNER ELECTRIC SUPPLY COMPAN | 492.88 |

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**HCC BUILDING COMPLEX PROG TOTAL** 3,857.75

I have examined the preceding bills and encumbrances in the total amount of **$3,857.75**

Claims covering the items are proper and have been previously funded. These items are to be treated as follows:
A. Bills and encumbrances over $10,000 referred to the Finance Committee and County Board.
B. Bills under $10,000 to be paid.
C. Encumbrances under $10,000 to be paid upon acceptance by the Department Head.

**Date:** MAR 03 2015

**Dept Head**

**Committee Chair**

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COMMITTEE: GS - GENERAL SERVICES
RESOLUTION NO. ____________  AGENDA NO. ____________

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

The General Services Committee
INITIATED BY

The General Services Committee
SUBMITTED BY

Robert Leu
DRAFTED BY

February 23, 2015
DATE DRAFTED

Retaining an Architectural / Engineering Firm to Prepare Plans and Specifications
to Demolish the Courthouse Tower

WHEREAS, the Courthouse Tower was constructed in 1998, as a prominent architectural feature reminiscent of towers on two of the three Rock County Courthouses built on this site; and,

WHEREAS, Structural Research Inc. (SRI) was hired in 2014 to develop options for addressing the water infiltration problem, and the brick spalling that occurs during freeze-thaw cycles; and,

WHEREAS, six options were presented including demolition of the tower at an estimated cost of $275,000.00, and a long term repair option that would save the tower in its present form, at a cost of approximately $775,000.00; and,

WHEREAS, on September 9, 2014, the General Services Committee voted 3 to 0, to take the tower down.

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this ______ day of __________, 2015, that a contract to prepare plans and specifications to demolish the Courthouse Tower be awarded to Structural Research Inc. of Middleton, WI in the amount of $18,200.00; and,

BE IT FURTHER RESOLVED that payments be made to the firm upon approval of the General Services Committee.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

__________________________________  
Henry Brill, Chair  

__________________________________  
Jason Heidenreich, Vice Chair  

__________________________________  
Thomas J. Brien  

__________________________________  
Edwin Nash  

__________________________________  
Jeremy Zajac
Retaining an Architectural / Engineering Firm to Prepare Plans and Specifications to Demolish the Courthouse Tower
Page 2

FISCAL NOTE:
Sufficient funding is available in the Courthouse Facility Project capital improvement account for the cost of this contract. This account is funded by sales tax revenue.

Sherry Oja
Finance Director

LEGAL NOTE:
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. Professional services are not subject to bidding requirements of § 59.22(29), Stats.

Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:
Recommended.

Josh Smith
County Administrator
Executive Summary

Retaining Firm to Prepare Plans and Specifications for
Demolition of the Courthouse Tower

In 1994, the County Board endorsed the design for the 76,000 square foot Courthouse addition, including its colonnades, balconies, arched roof, tower, and two parking structures.

In 2011, the brick on the upper portion of the tower began to show signs of freeze thaw damage. Structural Research Inc. (SRI) was hired in 2014 to assess the tower, and develop options for addressing the problem. Options ranged in cost from $275,000.00 for demolition, on up to $990,000.00, for various long term restoration solutions. The restoration option that would result in a tower similar in appearance to the current tower would cost around $775,000.00, and would last without needing repairs for at least 50 years.

The tower structure actually begins below grade with its foundation. The tower’s support columns, wind bracing, and I-Beam construction extends up five stories through the building, and another 45 feet above the roof line. The tower will be torn down to the roof line. When the tower was constructed access from ground level was not an issue, as the areas below had not been constructed. The towers super structure was hoisted by crane, to the roof in four sections. Scaffolding was used for the masonry work. A similar process is anticipated to de-construct the tower. A larger crane will be needed to reach the tower from Court Street, where the crane will sit. Closing Court Street will be coordinated with the City. Fencing will surround the area, and roofs, windows, walks and site amenities will be protected.

Once the project is bid and the County Board awards the contract, the work will take about two months, and completed by fall.
February 16, 2015

Mr. Carl Varga
Rock County
51 South Main Street
Janesville, Wisconsin 53545

RE: Proposal for Engineering Services
   Rock County Jail – Domestic Water Heater Replacement
   Janesville, Wisconsin

Dear Carl:

Thank you for asking KJWW Engineering to submit a Proposal for mechanical and electrical engineering services for the domestic water heater replacement project at the Rock County Jail.

We understand the scope of work is to provide documents to be used for bidding and construction for the replacement of two existing water heaters. The documents will include all necessary electrical and mechanical work associated with these water heaters including modifications to the piping and circulating pumping for the new water heaters. We will prepare applicable mechanical and electrical specifications.

During the bidding phase of this project, we will respond to contractor questions and provide addenda information as required.

For the construction phase of this project, we will conduct one job site observation during construction, plus one final job site observation at the end of the construction period.

ASSUMPTIONS

1. The county will prepare and develop the front end specification and bidding requirements for the project.
2. Drawings of the existing architectural, structural, mechanical, and electrical systems, which accurately represent the existing conditions, will be provided to KJWW.
3. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is
understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

4. Existing base building systems are code compliant and have adequate capacity to support the project requirements. The design for base building system modifications, replacements or new installations to support the project will be considered an additional service.

5. Existing water heaters are adequately sized and new unit capacities will be based on the capacity and operating condition of the existing units. Existing storage tank is adequately sized and will not be replaced as part of this project.

6. Identification, testing, and/or removal of hazardous materials will be by others.

7. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

8. The Owner will distribute bidding documents and prepare and administer the contract for construction.

COMPENSATION

We propose to provide the services described above for a fixed fee of $7,400.

PROJECT EXPENSES

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Reproduction costs for existing facility documents and for one record set of contract document deliverables at each project phase/milestone (e.g., SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings).

2. State filing and/or permit fees.

3. Necessary consultants as approved by Client.

4. Postage and delivery charges.

5. Travel expense: 54¢ per mile for auto (adjusted annually) and other out of pocket expenses.

6. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current KJWW limits and conditions.

ADDITIONAL SERVICES

KJWW can include the following as additional services. Additional services will be performed on a time and material basis using KJWW’s standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.
2. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
3. Structural design of any kind.
4. Technology design, including telecom, audio/visual, access control, or security systems.
5. Acoustical evaluation, design, or analysis, including demonstrating compliance with HIPAA or applicable statutory requirements.
6. Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.
7. Life cycle cost analysis for HVAC, domestic hot water, or building envelope selection.
8. ASHRAE 90.1 Energy Standards confirmation or building modeling.
9. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
10. Assistance with grants and other related funding applications.
11. Fire protection design.
12. Revising equipment layout and connections, and floor plan modifications, after KJWW's construction drawings and specifications are complete.
13. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
14. Field testing, adjusting, balancing, or field time to assist Installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
15. Systems commissioning.
16. Preparing record documents from as-built markups or files provided by contractors, or verifying the accuracy and completeness of same.

GENERAL

The attached Terms and Conditions dated June 6, 2014 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.

Sincerely,

KJWW ENGINEERING CONSULTANTS, PC

Steven E. Mumm, PE, LEED AP BD+C
Mechanical Engineer
mummse@kjww.com
Proposal for Engineering Services
Rock County Jail - Water Heater Replacement

Janesville, WI
February 16, 2013

Kristine A. Cotham, PE, LEED AP
Project Executive

SEM/cdk
HK/FE Proposaltip/pro-15jSteve.Munnr/EIPRO_30150316_RockCountyWaterHeaters.docx

ROCK COUNTY

Accepted:

__________________________________________________________
Signature

__________________________________________________________
Title

__________________________________________________________
Date
 TERMS AND CONDITIONS

Standard of Care: Services provided by KJWW Engineering Consultants, P.C. (hereinafter referred to as "the Engineer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When additional services beyond the defined scope are requested, an amendment will be prepared by the Engineer and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer’s current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer’s services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer’s services. Payment of Invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

Indemnification: The Engineer and Client shall, to the fullest extent permitted by law, indemnify and hold harmless each other and their respective officers, directors, employees, agents and consultants from and against damage, liability and cost, including reasonable attorney’s fees and expense costs, arising out of or in any way connected with the performance of this Agreement, excepting only those damages, liabilities or costs attributable to negligence or willful misconduct.

Certification, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Wisconsin will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client’s or Engineer’s employees, agents, or consultants.

Construction Observation: When the Engineer does not provide construction observation services, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the Contractor’s work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the Contractor’s performance or the failure of the Contractor’s work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides benefit or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "KJWW Engineering Consultants" as the Engineer. Articles for publication regarding this project shall acknowledge KJWW as the structural, mechanical, electrical unit/or technology engineer, as applicable.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are Instruments of service for this Project only. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for extensions of the Project or for any other use without the written permission of the Engineer shall be at the Client’s risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney’s fees, arising out of such unauthorized reuse.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineer’s documents (including their backgrounds) electronically to Clients, Contractors, and Vendors as required in the execution of the project. Before release, the Engineer will require an executed waiver of liability for the use of any electronic documents.

Employments: For the duration of this contract plus six (6) months from final payment received, neither the Engineer nor Client will offer employment to any person who is or was employed by the other during the course of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Limitation of Liability: It is agreed that the Engineer’s liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or $10,000, whichever is greater.

Contract Exhibit: If attached to another contract or agreement, that agreement shall take precedence over all clauses listed in these Terms and Conditions. If that agreement is silent on or does not include a clause, this document shall take precedence.

Rev. 06/05/14

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