STRANG

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AGREEMENT FOR PROFESSIONAL SERVICES - STUDIES

TO:	City of Stoughton 381 E. Main Street Stoughton, WI 53589	PROJECT NAME:	Stoughton City Hall – Relocation Study
TELEPHONE NUMBER:	608-873-6619	PROJECT NUMBER:	TBD
FAX NUMBER:	608-873-5519	DATE:	February 5, 2018

The scope of work includes design services to study the feasibility of relocating City Hall operations to an existing building in Stoughton which was formerly a financial business. See attachment "A" fee calculation for a detailed scope of anticipated services.

The Client has furnished a survey and available plans for the Consultant's use. Upon request the Client agrees to furnish additional information that may benefit the master planning effort if readily available however none is anticipated at this time.

Our fee is **lump sum** twelve thousand five-hundred sixty-four dollars ($12,564.00)

We anticipate completion of service by April 1, 2018.

Reimbursable expenses include out of pocket costs approved in advance by the Client however, none are anticipated at this time. Reimbursables will be billed at 1.10 times the cost. Additional services will be approved in advance by the Client for all services extending beyond the scope above.Strang, Inc., the Consultant, will commence service on this project upon receipt of signed agreement.

Terms and Conditions on pages two through four of this form are applicable upon acceptance of this agreement.

Accepted:

Strang, Inc.	**Client:**
Signature _____	Signature _____
Printed name: Larry Barton	Printed name:
Title CEO / President	Title:

Terms and Conditions

1. PERFORMANCE OF SERVICES: The Consultant shall perform the services outlined on Page One of this Agreement in consideration of the stated fee and payment terms.

2. STANDARD OF CARE: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the Client and the Consultant, the Consultant will, without additional compensation, correct those services not meeting such a standard.

3. ACCESS TO SITE: Unless otherwise stated, the Consultant shall have access to the site for activities necessary for the performance of the services.

4. CODE COMPLIANCE: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

   In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.

5. OPINIONS OF PROBABLE CONSTRUCTION COST: In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction cost are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

6. REPRODUCTION COSTS: Reproduction costs incurred by the Consultant shall be a reimbursable expense to the Consultant.

7. DISTRIBUTION COSTS: Distribution costs incurred by the Consultant shall be a reimbursable expense to the Consultant.

8. INFORMATION PROVIDED BY OTHERS: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

9. UNDERGROUND IMPROVEMENTS: The Client will furnish to the Consultant information identifying the type and location of existing underground improvements on the site. The Consultant is entitled to rely upon the accuracy and completeness of the information furnished to the Consultant. The Consultant (or its subconsultant) will prepare and furnish to the Client a plan showing the location of these underground improvements as provided by the Client and indicating the locations intended for subsurface penetrations. The Client will review and approve this plan and authorize the Consultant to proceed.

   The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, the Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence or willful misconduct of the Consultant.

10. OWNERSHIP OF DOCUMENTS: All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant. The Client is authorized to use, copy and distribute as necessary for their internal purposes.

11. INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

12. CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants 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 Work or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Work.

13. INDEMNIFICATION: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs incurred or suffered by the Consultant, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant and limited to the total fees paid to the Consultant under this Agreement, or $100,000, whichever is greater.

14. WAIVER: The Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for those damages and costs attributable to the sole negligence or willful misconduct of the Consultant.

15. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the Work to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all such causes including, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty is limited to the total fees paid to the Consultant under this Agreement, or $100,000, whichever is greater.

16. DISPUTE RESOLUTION: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to use their best efforts to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties. Any dispute under this Agreement shall be decided by the rules of the American Arbitration Association.

17. TERMINATION OF SERVICES: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

18. CORPORATE PROTECTION: It is intended by the parties to this Agreement that the Consultant's services in connection with the Work shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Work. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wisconsin corporation, and not against any of the Consultant's individual employees, officers or directors.

19. CERTIFICATIONS, GUARANTEES, AND WARRANTEES: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.

20. MISCELLANEOUS: It is agreed that the above terms and conditions are incorporated into and made part of this Agreement on Page One.

    This Agreement shall be governed by the laws of the State of Wisconsin.

    Neither the Consultant nor the Client shall assign this Agreement without the consent of the other party.

    This Agreement may be amended only by a written instrument signed by both parties.

21. SALES OR LOCAL TAXES: The Agreement amount does not include any applicable sales or other local taxes currently not in force, but may be levied during this project.

22. PAYMENTS TO THE CONSULTANT: The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's discretion, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within thirty (30) days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of one-half of one percent (0.5%) on the unpaid balance.

    Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

23. DEFINITIONS: As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

Certify, Certification: A statement of the Consultant's opinion, based on his or her observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied. It is understood that the Consultant's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

Cost Estimate: A preliminary opinion of probable construction cost made by the Consultant. In providing cost estimates, it is recognized that neither the Client nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The cost estimate is based on the Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Client's budget or from any opinion of probable construction cost prepared by the Consultant.

Day, Days: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

Hazardous Materials: Any substances, including, without limitation, asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), mold of whatever nature, or any other substances under any conditions and in such quantities as could pose a substantial danger to persons or property exposed to such substances at or near the Work site.

Inspect, Inspection: The visual observation of construction to permit the Consultant, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the Consultant makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Consultant shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

Record Documents: Drawings prepared by the Consultant upon the completion of construction based upon the drawings and other data furnished to the Consultant by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared using unverified information provided by others, the Consultant makes no warranty of the accuracy or completeness of the drawings.

STRANG

Stoughton City Hall - Relocation Study
Project Number: TBD

Fee Calculation

TASK DESCRIPTION (# Denotes Leadership Team/Key Stakeholder Meetings)		Total Hours	Principal In-Charge	PM / Master Planner	Drafter/CADD
Relocation Study (6 Weeks)					
Step 1	Listen (Information Gathering) - 2 weeks				
	Prepare workplan / schedule / contract	1	1	0	0
	Review existing data (survey data, previous studies, etc.)	1	0	1	0
	Site observations & photography	4	0	4	0
	Update electronic base maps (of existing arrangements)	4	0	0	4
	Composite summary of findings (placed in project dashboard)	2	0	2	0
#	Workshop: Present Findings, discuss Guiding Principles & Goals	6	0	6	0
	Principal-In-Charge Oversight	1	1	0	0
	Hours Subtotals	**20**	2	14	4
	Fee Subtotals	**$2,412**	$390	$1,722	$300
Step 2	Discover (Benchmarking, Assessment & Analysis) - 2 weeks				
#	Benchmarking workshop (electronic review of similar work environments)	4	0	4	0
	Functional flow bubble diagrams	6	0	2	4
	Urban context analysis: Parking, accessibility, adjacent uses, amenities, etc.	2	0	2	0
	Compile results of benchmarking likes & dislikes	1	0	1	0
	Finalize Design Strategy goals	1	0	1	0
	Prepare cost/benefit charts as needed for key decisions	2	0	2	0
#	Workshop: Facility Assessments, Space Utilization & Qualitative Needs	6	0	6	0
	Principal-In-Charge Oversight	1	1	0	0
	Hours Subtotals	**23**	1	18	4
	Fee Subtotals	**$2,709**	$195	$2,214	$300
Step 3	Design (Interior Layout Planning) - 2 weeks				
	Create alternative scenarios (up to 3 options)	17	1	8	8
	Statement of advantages, disadvantages and cost for each alternative	2	0	2	0
#	Workshop to review options	6	0	6	0
	Develop preliminary floor plans based on preferred option	18	0	6	12
	Cost estimates	2	2	0	0
#	Workshop for final review and sign off	6	0	6	0
	Colorized plans and block diagrams	10	0	0	10
	Assemble final report (incorporate owner review input)	11	0	3	8
	Principal-In-Charge Oversight	1	1	0	0
	Hours Subtotals	**73**	4	31	38
	Fee Subtotals	**$7,443**	$780	$3,813	$2,850
Project Totals					
	Total Project Hours ----------->>	**116**	**7**	**63**	**46**
	Total Project Design Fees ----------->>	**$12,564**	$1,365	$7,749	$3,450