

Contract for Concord Hamlet Plan

Ruekert -Mieike

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December 13,2004

Mr Donald Groose
Chairperson
Town of Concord
W606 Concord Center Drive
Sullivan, WI 53178-9728

RE : Proposal to Prepare Urban Development Plan
Town of Concord

Dear Mr Groose

Ruekert/Mielke is pleased to submit a proposal to the Town of Concord to assist the Town with the preparation of an Urban Development Plan for the approximately 4-mile 1-94 corridor between CTH E and the Town's eastern border As a full service municipal consultant, Ruekert/Mielke is completely poised to assist you on this and future endeavors The not-to-exceed cost to complete the plan is \$5,350, which includes all steps of the process as outlined in this proposal

A Purpose

The Town of Concord (OWNER) seeks assistance to complete an Urban Development Plan along the 1-94 corridor, between CTH E and Town's eastern border, detailing proposed land use, access points, and proposed zoning districts

B Proposal

Ruekert/Mielke (ENGINEER a/k/a PLANNER), will provide the following services

- 1 Prepare all base mapping for the study area including the mapping of environmentally sensitive areas
- 2 Complete a field inventory of existing land use and other existing conditions pertinent to the study area
- 3 Review existing plans and zoning, along with coordination with other agencies to include
 - a Wisconsin Department of Transportation, District 1
 - b Jeff Haas, at Jefferson County Highway Department
 - c Bruce Haukum, Jefferson County Director of Zoning and Planning
- 4 Coordinate with Town officials, as needed

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5. Prepare a draft land use map showing proposed land uses and access points, along with preparation of a draft supporting report.
6. Meet with Parks and Planning Commission and/or Town Board to present draft plan.
7. After OWNER review, present plan at Public Informational Meeting.
8. Prepare zoning district recommendations to coordinate with the land use plan.
9. Present plan and all supporting documentation at a public hearing.
10. Revise plan and support report as needed.
11. Attend board meeting for adoption of plan.
12. Prepare 12 bound copies of the plan map and support report.

C. OWNER'S Responsibilities

1. Provide all criteria and full information as to the OWNER'S requirements for the project.
2. Furnish the ENGINEER all existing studies, reports, ordinance, policies and other available data pertinent to the project. Obtain or authorize ENGINEER to obtain or provide additional reports and data, as required for the performance of ENGINEER'S services.
3. Provide locations for conducting all meetings as indicated in this proposal.
4. Prepare all meeting announcements and meeting notifications and other materials in accordance with State of Wisconsin Open Meetings Act law.
5. Provide all needed photocopies for Town Board members, the Parks and Plan Commission members, in advance with the start of meetings and provide all copies of materials for review by members of the public.
6. Serve as liaison or spokesperson with the local media.
7. Provide the equipment and personnel required to provide an accurate meeting summary of all meetings summarized in this proposal as needed.

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D. ENGINEER'S Responsibilities

1. Consult with the OWNER'S to define and clarify OWNER'S requirements for the project and available data.
2. Advise OWNER as to the necessity of OWNER providing data or services which are not part of ENGINEER'S services, and assist OWNER in obtaining such data and services when requested.
3. Provide guidance and assistance in the matter that will assure that the project complies with the goals and objectives of the OWNER and plan can be implemented within the policies of the Wisconsin Department of Transportation and Jefferson County.
4. Provide all required mapping to complete the project, including supporting report.
5. Facilitate and assist at up to four public meetings.
6. Make presentation and respond to questions at all public meetings.

E. Timeframe

Work on the project by the ENGINEER and the OWNER is anticipated to begin on or about January 1, 2005 and conclude on or about May 1, 2005.

F. Payments to ENGINEER

1. OWNER shall pay ENGINEER for services rendered under this agreement as follows:
 - a. Cost not to exceed \$5,350.
 - b. Attendance at additional public meetings at a cost of \$400 per meeting beyond the four (4) public meetings outlined in this proposal.

G. Designated Representatives

With the execution of this proposal, ENGINEER designates Bruce S. Kaniewski, AICP as the ENGINEER'S representative. OWNER designates Donald Groose as OWNER'S representative with respect to services to be performed for services furnished by ENGINEER. Such individuals shall have authority to transmit instruction, receive information and render decisions relative to the assignment on behalf of the respective parties.

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The above described professional services will be provided to you in accordance with the attached two page, **Standard Terms & Conditions** dated December 28, 2000, which are made part of this agreement by reference. With the appropriate signatures provided below on

three copies this agreement between the OWNER and ENGINEER regarding preparation of a Urban Development Plan will become effective. Please indicate your acceptance of this agreement by having the appropriate authorized officials affix their signatures where indicated and return two fully executed copies to our office.

On behalf of Ruekert/MieIke, we thank you for your time and cooperation. Should any questions arise please feel free to contact me at any time.

Very truly yours,
RUEKERT/MIELKE

Bruce S. Kaniewski, AICP
Municipal Planning Supervisor

BSK:mrj

cc: Proposal File
File

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RUEKERT/MIELKE Planning Services
Standard Terms and Conditions *Effective December 28, 2000*

A Standard of Care

1 The standard of care for all professional planning and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the planning profession practicing under similar circumstances at the same time and in the same locality

2 ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with planning services

B Authorized Representative

Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER'S and OWNER'S representatives with respect to the services to be performed or furnished by ENGINEER and duties and responsibilities of OWNER under this Agreement Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Assignment on behalf of each respective party

C Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER'S invoice therefor, the amounts due ENGINEER will be increased at the rate of 1 0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

D Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any documents pertaining to this Agreement by OWNER shall be at OWNER'S sole risk, and OWNER agrees to indemnify, defend, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER. ENGINEER will provide copies of all documents, notes, data, or other work product upon request.

E Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER'S consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

F Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$2,000,000.

G Insurance

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

H Termination of Contract

Either party may at any time, upon 30 days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination.

I Indemnification and Allocation of Risk

1 To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER'S officers, directors,

partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER'S officers, directors, partners, employees, and consultants in the performance of ENGINEER'S services under this Agreement

2 To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER'S officers, directors, partners, employees, and consultants with respect to this Agreement

3 To the fullest extent permitted by law, ENGINEER'S total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER'S negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals

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(Standard Terms and Conditions)

4 In addition to the indemnity provided under paragraph I 2 of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (11) nothing in this paragraph 14 shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct

5 The indemnification provision of paragraph I is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph F "Limit of Liability," of this Agreement

J Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or the ENGINEER ENGINEER'S services under this Agreement are being performed solely for the OWNER'S benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder OWNER agrees to include a provision in all contracts

with CONTRACTORS and other entities involved in this project to carry out the intent of this paragraph

K Force Majeure

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER'S reasonable control

L Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement

M Dispute Resolution

1 OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of relating to this Agreement or the breach thereof ("disputes") to mediation

END OF DOCUMENT