

**RESOLUTION NO. 2025-037
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
PROFESSIONAL SERVICES CONTRACT WITH PINNACLE ENGINEERING GROUP
FOR THE SOUTH HILLS COMMERCE CENTER – GOLF & FRONTAGE ROAD
IMPROVEMENTS IN TAX INCREMENTAL DISTRICT NO. 4**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, Ashley Ventures, LLC, a Florida limited liability company qualified to do business in the State of Wisconsin ("Ashley"), purchased several parcels of land, combined said parcels ("Property"), and intends to divide the Property into multiple parcels for development of the land in Tax Incremental District No. 4; and

WHEREAS, Ashley plans to build a multi-phase, master-planned business park, including conceptually ten Class A industrial buildings on separate lots, with a total building area of approximately 3,800,000 square feet on the Property, with a capital investment of approximately \$440,000,000, and an estimated valuation of \$300,000,000 (not including the base value). The phasing provides development flexibility for Ashley to improve the Property with buildings with long term leases, lease and/or selling lots to end users; and

WHEREAS, the Village Board approved Resolution No. 2024-134 approving a Development Agreement with Ashley; and

WHEREAS, Section 7.11 Offsite Road Projects in the Development Agreement discusses offsite projects that will need to be completed, that in an effort to control costs, Ashley's design engineer, Pinnacle Engineering Group ("Pinnacle") will be the engineer of record for the projects and that the Village will enter into a Professional Services Contract with Pinnacle for the work; and

WHEREAS, according to the Development Agreement, the Village conferred with Ashley on the terms and conditions for such Professional Services Contract and received endorsement from Ashley on April 29, 2025.

WHEREAS, the cost of the Professional Services Contract for the South Hills Commerce Center – Golf & Frontage Road Improvements is \$252,148.00; and

WHEREAS, according to the Development Agreement, Ashley shall pay the costs charged to the Village for the services; and

WHEREAS, the Public Services Director has reviewed the Professional Services Contract for the South Hills Commerce Center – Golf & Frontage Road Improvements and recommends that the Village Board approve and execute the Professional Services Contract in the amount of \$252,148.00; and

NOW, THEREFORE, BE IT RESOLVED that the Professional Services Contract for the South Hills Commerce Center – Golf & Frontage Road Improvements hereby is, approved in the amount of \$252,148.00 and that the Village President is authorized to execute the Professional Services Contract

and the Village Administrator, Development Director, and Public Services Director are authorized to take such actions necessary in furtherance thereof.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 13 day of May, 2025.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Bass
Jennifer Bass
Village Clerk

4/25/2025

Anthony A. Bunkelman, P.E.
Village Public Services Director
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

Re: PROPOSAL FOR PROFESSIONAL SERVICES
South Hills Commerce Center - Golf & Frontage Road Improvements | Caledonia, WI
PEG Job No. 2554.00C-WI

Dear Mr. Bunkelman,

Pinnacle Engineering Group is pleased to submit this proposal for professional engineering services. Our proposal is based on our understanding of the project scope through the answers you and Ashley Capital have provided and our initial investigation. The Scope of Services provides a detailed analysis of the tasks that we anticipate to complete in the preparation of site investigations, planning, construction documents, permitting, coordination, and construction services.

The fee estimate is based on the current conceptual layout which addresses the improvements to Frontage Road and the intersection of Golf Road and Frontage Road as part of the South Hills Commerce Center Project.

We look forward to working with everyone involved with this project. We would be pleased to discuss the scope items and fee estimate in detail, if you have any questions.

SECTION 1 – PROPOSAL FOR PROFESSIONAL SERVICES

Project Background

The proposed roadway improvements on Frontage Road and the intersection of Frontage & Golf Road will serve to increase the traffic level of service for the area impacted by the South Hills Commerce Center Project. As part of an executed Developer's Agreement, the Village of Caledonia will design and construct the facilities. In conversation with Mr. Joe Podge (Development Specialist – Ashley Capital), the intent of the Engineering Consultant contract is to include necessary items to support the design, permitting, approval, and construction for the proposed roadway improvements. A conceptual plan of the proposed improvements is included as Attachment "A" of this proposal package. It shall be explicitly understood that this proposal does NOT include any provisions for Land Acquisition Negotiations nor any type of Legal Fees. Additionally, this proposal assumes that any permit fees from Authority's Having Jurisdiction (AHJ) shall be paid directly by Client.

Scope of Services

PHASE 1 – SCHEMATIC/CONCEPT DESIGN SERVICES

SOILS INVESTIGATION

Pavement Design Report: The CONSULTANT will undertake a soils investigation to determine subsurface soil conditions present in the anticipated impact areas associated with the proposed infrastructure, including:

- Identify soil parameters, moisture-density relationships, California Bearing Ratios, and subgrade modulus for slab, pavement, and subgrade thickness designs.

- Determination of soil and groundwater conditions with the influence zone.
- Develop soil material requirements for site fill, construction backfill, and support of the roads.
- Develop guidelines for subgrade preparation and utility foundations.
- Identify information relating to other observed geotechnical conditions that could impact the proposed improvements.
- Provide a report that summarizes field observations and laboratory testing results.

NATURAL RESOURCES

Wetlands Investigation & Delineation: The CONSULTANT will undertake field reconnaissance and sampling required to delineate onsite wetlands, including

- Collecting data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application.
- Prepare each permit application for Agency approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.
- Submit permit applications, as authorized by the Client. CONSULTANT will coordinate with Client personnel prior to approaching any environmental permitting or reviewing agencies. Client is responsible for all permit fees.
- Coordinate regulatory agency field reviews, including finalization of wetland assessments with applicable agencies as necessary to obtain concurrence of the generated Wetland Delineation Report.

Endangered Species Review: The CONSULTANT will request a standard review from the ER Review Program by submitting an Endangered Resources Review Request through the Wisconsin Department of Natural Resources. This process will result with a Preliminary Assessment from the Public Portal returns a result of "no actions required/recommended" or "recommended additional actions."

Cultural Resources Investigation: The CONSULTANT will engage a subconsultant to undertake a database search with the Wisconsin State historic Preservation Office and review of the project plans conducted by the Wisconsin Department of Natural Resources (DNR) in accordance with Wisconsin Statute §44.40. This effort which will identify any known historic and/or archeological preservation "sites" within the project limits. This does NOT include any fieldwork that may be required if known site is identified within the project vicinity. Results will be reported as Phase I Archaeological Survey.

LAND SURVEY – PREVIOUSLY AUTHORIZED BY DEVELOPER

Engineering Basemap: The CONSULTANT will undertake field reconnaissance and mapping effort that depict right of way boundaries and existing site conditions, *data to be collected includes:*

- Frontage Road right of way approximately 1500 feet north of Golf Road to a point approximately 1200 feet south of the proposed South Hills Drive entry. Includes the intersection Golf Road and Frontage Road
- Locate all above ground features including drainage, curbs, paving, buildings, walks, and roadways
- Topographic mapping of open field areas and extending 20' into adjacent properties to determine direction of drainage flow.
- Above ground and marked utilities. Includes a Diggers Hotline locate.
- Tree lines (No individuals trees will be located).
- Wetland delineation flags.

- Right of way lines and/or easements/encumbrances as contained within a current Title Report
- Establish 3 project benchmarks.

TRAFFIC IMPACT ANALYSIS – PREVIOUSLY AUTHORIZED & COMPLETED BY DEVELOPER

The proposal is based on completing a process to secure approvals from the Wisconsin Department of Transportation which includes:

Complete a trip generation study then receive direction to complete a more detailed traffic impact study. This presumes staff will require documentation of traffic impacts to intersections most impacted by additional freight and other trips from the proposed development.

This analysis and intersection recommendations will be conducted for the initial build conditions and the ultimate buildout conditions, following the procedures of the Governing Agencies. This may include additional turn lanes, changes in traffic control, etc. The traffic counts, trip generation and traffic assignments will be a base for this traffic study.

A "draft" Traffic Impact Analysis ("TIA") report supplement, in the form of a technical memorandum, documenting the findings of the analysis will be prepared and will be submitted to the Client for review and comments. The draft report will include text, tables and exhibits documenting the analysis and recommendations. The Client shall provide comments prior to finalization of the technical memorandum prior to preparation of final copies for the Client and submittal to the review agency(ies).

The final technical memorandum will include text, tables, exhibits and a technical appendix of the traffic counts, data collection, analysis and field data. Consultant will coordinate with the review agency during the review process of the TIA supplement for acceptance/approval of the TIA.

As of the writing of this proposal, it is understood that the Developer has previously completed the TIA and it has been reviewed and approved by the Wisconsin Department of Transportation (WISDOT).

OVERALL PROJECT OPPORTUNITY/CONSTRAINT ANALYSIS

Project/Development Guidelines: The CONSULTANT will gather pertinent information, including:

- *Engineering Analysis Requirements:* Stormwater Management, Wetland Protection, Floodplain Development, Erosion and Sediment Control, Roadway and Utility Standards, Development Guidelines/Standards, and other site specific standards.

Existing Utility Identification: The CONSULTANT will work with the project/municipal team to identify existing utility facilities that may exist in the project limits, including:

- Identify known utilities in the corridor through coordination with Digger's Hotline, contacting area wide Municipal representatives, and coordination with available representatives.
- Secure letters from applicable utility companies representing ownership of identified utilities.
- Request type, size, location, easements, compensable relocation, and justification for any utility exceptions.
- Attend meetings as necessary with affected Utility for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information, discuss the proposed construction activities and discuss any future design issues that may impact utilities.

Concept Layout: The CONSULTANT will work with the Project team & AHJ to determine desired project characteristics for use in developing a development plan. Consultant will prepare a conceptual development layout plan for the project that includes:

- Proposed roads and parcel encumbrances.
- Concept infrastructure layout and limits.

- Stormwater pond and/or other stormwater BMP layout (if necessary). If BMP's are required, it is assumed that the developer will accept drainage into its onsite proposed stormwater management facilities.
- Conceptual grading limits.

Initial Cost Estimation: This effort will include determination of representative quantities of anticipated pay items associated with the construction of the project. Consultant will identify rough project construction cost magnitude.

PHASE 2 – FINAL DESIGN SERVICES & CONSTRUCTION DOCUMENTS

CONSTRUCTION DOCUMENTS

Frontage Road Plans (Access Point A & B): The plans will include necessary dimensions, Paving, Grading/Drainage, Ditching, Pavement Marking, Signage and drainage Plans. These plans will be plan and profile sheets drawn to a 1"=40' horizontal and 1"=4' vertical scale in accordance with the Village of Caledonia & WisDOT standard plan format. PEG will also prepare standard detail sheets, specifications, quantities, and an opinion of probable construction cost. This does not include the design of water main nor sanitary sewer utilities. Based on conversations with the CLIENT, tree removals for offsite improvements shall be shown on the Developer's mass grading plans in lieu of the frontage road or intersection plans.

Frontage Road & Golf Road Intersection: The plans will include necessary dimensions, Paving, Grading/Drainage, ditching, pavement markings, and signage required to construct the intersection. These plans will be in accordance with Village of Caledonia standards. Based on conversations with the CLIENT, tree removals for offsite improvements shall be shown on the Developer's mass grading plans in lieu of the frontage road or intersection plans.

Project Specifications: General specification notes for earthwork, paving, erosion control, and site utilities will be included on the Detail and Notes Sheet along with applicable construction details. Specifications will be referenced to the "Standard Specifications for Sewer and Water Construction in Wisconsin," the "State of Wisconsin Standard Specifications for Highway and Structure Construction," and the applicable municipal code(s). Pavement sections and specifications will reference the standard specifications of the Village of Caledonia and Wisconsin Department of Transportation.

DRAINAGE ANALYSIS

Drainage Analysis: CONSULTANT will prepare a drainage analysis that studies existing and proposed drainage areas and addresses post construction water quantity release rate control pursuant to WisDOT drainage submittal requirements.

CLIENT CONSULTATION

Client Consultation & Meetings: CONSULTANT to provide CLIENT consultation during the design & permitting process including attendance at design team or municipal meetings and telephone/virtual meetings/conferences.

PERMIT APPLICATIONS

Permit Applications & Processing: Based upon information supplied by the CLIENT and in collaboration with the CLIENT, CONSULTANT will prepare and submit permit applications and supporting documents to the authorities having jurisdiction. CONSULTANT does not warrant, represent or guarantee that permit application approval shall be successfully obtained, and shall bear no liability if: a) delays are encountered in the permitting process; b) additional costs associated with delays are encountered in the permitting process; c) permits are not secured; d) additional costs to construction are encountered in the permitting process if the authority having jurisdiction requires additional design drawings, details and/or revisions.

EASEMENT & LEGAL DESCRIPTIONS

CONSULTANT will prepare easement or legal description exhibits as required of the project. Exhibits will contain a metes and bounds legal description and corresponding graphical linework. Final recordable easement agreements will be prepared by others.

PHASE 3 – CONSTRUCTION SERVICES – CONSTRUCTION PHASE SERVICES SUCH AS BID ADMINISTRATION, CONSTRUCTION OBSERVATION, OWNER'S REPRESENTATION, CONSTRUCTION LAYOUT ETC. ARE EXCLUDED FROM THIS INITIAL PROPOSAL. UPON IDENTIFICATION OF PROJECT DETAILS, THESE SERVICES WILL BE PROVIDED UNDER SEPARATE CONTRACT/CHANGE ORDER.

General Project Understanding:

1. The Client will coordinate site access and notification of all adjacent landowners involved in the project.
2. Printing, plotting and reproduction costs, including mailing, distribution expenses and administration labor associated with the listed reimbursables are considered a direct reimbursable expense and are not included in the above fees. All reimbursables will be invoiced referencing "Task B – Reimbursable Expenses".
3. Permit fees will be paid directly by the Client/Owner at the time of permit application submittal.
4. Drawings will be prepared in AutoCAD format in accordance with plan standards developed by PEG.
5. This proposal does not include services beyond design unless specifically noted herein. After Construction Documents are approved by the Village of Caledonia, supplemental design and/or modifications will be addressed and invoiced on a time and materials basis. Revisions to the contract will be presented to the Client and approved via Authorization to Proceed documentation.
6. PEG takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items that may exist on the property. The utility locations are limited to the public utilities based upon plans readily available from the municipality and private underground utilities marked in the field by "Digger's Hotline." If additional utilities are known to exist on the property, the Client will provide existing plans of other utilities serving the site that otherwise cannot be located by a visual inspection of the property or of which the surveyor would have no knowledge. The existing utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.

Cost to Complete Scope of Services:

PEG will provide the services in exchange for compensation of the fees below. **Given that this scope includes investigation and support to identify the project's final scope, we have estimated the infrastructure value and subsequently computed a percentage pro rata fee allocation to recommend the establishment of a CLIENT BUDGET of \$420,247.**

Our proposed fees typically fall below the budget allocations for a number of reasons mostly associated with proper scope identification from the beginning stages of the project and avoidance of rework. Based on our understanding of the project, we propose the following fee to accomplish the scope contained in this proposal.

Proposed Fee: \$252,148.00

Additional Services:

The following categories of work are Additional Services. These services are not included as part of Basic Services unless specifically referenced therein. If CLIENT wishes PEG to perform any of the following Additional Services, CLIENT shall so request in writing, and if agreed by PEG in writing, PEG shall perform or retain others to provide such services. PEG will be paid based on the PEG'S then current hourly rates, or based on a supplemental agreement between PEG and CLIENT. Additional services for the project include, but are not limited to the following:

- Services due to changes in scope of the project.
- Services to verify the accuracy of drawings furnished by CLIENT or other consultants to the CLIENT.
- Services resulting from conditions inconsistent with previously supplied information, or unknown, concealed and unobservable conditions.
- Revising studies, reports and design documents which have been previously approved by the CLIENT and/or municipality or other governmental agencies.
- Services requiring out-of-town travel (greater than 90 miles 1-way from CONSULTANT office).
- Revisions and/or modifications to engineering plans or survey documents due to changes in building structure type, site plans, architectural plans, or site conditions.
- Serving as a consultant or witness for the CLIENT in litigation, arbitration, or other legal or administrative proceedings involving the project.
- Providing permit submittals in addition to those specifically listed.
- Providing engineering design and/or construction phase services for unforeseeable, unusual or unanticipated offsite improvements required by the local municipality, other governmental agencies, or necessary to the project development.
- Multiple, phased engineering plans requiring quantity summaries, cost opinions, and permit applications on a phased basis, beyond that referenced as specifically included.
- Jointing plans for concrete pavement and walkways.
- Grading design (other than typical transitional grading) beyond property lines, including offsite detention basin design).
- Design of "dry utilities" (i.e. gas, phone, electric, and cable, etc.)
- Marketing plans.
- Irrigation plans.
- Any structural elements requiring the knowledge, expertise or stamp of a licensed structural engineer, or any structural retaining walls necessary due to grading or site conditions.
- Preparation of documents, negotiations, or other services associated with acquiring any offsite easements, additional right-of-way from other property owners, etc.
- Providing services related to dam safety analysis and/or permit applications, conditional letters of map revision, letters of map revision, or flood plain approvals.
- Providing traffic studies or construction contract documents for traffic control devices (signals, etc.).
- Design of footbridges, observation decks, recreational facilities, etc. for park/open space areas.
- Preparation of any special documents for CLIENT'S use in obtaining financing for the project.
- Recording of any documents.
- Water Main and/or Sanitary Sewer Service Design.

Notice to Owner:

As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Authorization:

Please indicate your acceptance of this proposal by signing the attached Agreement for Professional Services and returning it to PEG. If you have any questions about the information presented within, please do not hesitate to contact us. The fees listed herein are valid for 60 days from the date of this proposal.

Sincerely,



PINNACLE ENGINEERING GROUP

Mark T. Seidl, P.E.
Project Manager | Senior Associate

SECTION 2 – STANDARD RATE SCHEDULE

Effective Thru Project Duration

DESIGN CLASSIFICATION	STRAIGHT-TIME RATES
1 Principal	\$210
2 Senior Project Manager	\$200
3 Project Manager	\$195
4 Associate Project Manager	\$190
5 Senior Project Engineer	\$180
6 Project Engineer	\$160
7 Senior Engineering Technician	\$115
8 Engineering Technician	\$110
9 Landscape Architect	\$140
10 Professional Land Surveyor	\$160
11 Survey Manager	\$160
12 Project Surveyor	\$140
13 Survey Technician	\$110
14 Survey Field Crew (Crew Chief only)	\$185*
15 Survey Field Crew (Crew Chief & Tech)	\$275*
17 Project Coordinator	\$110
18 Administrative Staff	\$80
19 Finance/Audit Accountant	\$150

* Includes survey equipment. Mileage and material will be charged separately.

Overtime rates will be billed 1.5 times straight time rates.

Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.

EQUIPMENT EXPENSES:

Survey Equipment (GPS Instrument & Equipped Truck)	\$480/day
Survey Equipment (Robot Instrument & Equipped Truck)	\$480/day
Survey Equipment (Total Station & Equipped Truck)	\$340/day
Field Equipment (Auto Level)	\$340/day
Personal All Terrain Vehicle (ATV) & Trailer	\$140/day
Company Vehicle	\$120/day
Company Job Trailer	\$95/day
Company Computer & Printer/Fax/Scanner	\$32/day
Company Level & Rod	\$26/day
Employee Mileage	\$1.25/mile
Travel Per Diem (Housing, Meals & Incidental Expenses)	IRS Allowances

DIRECT EXPENSES:

Direct expenses incurred on the CLIENT's behalf are charged at our cost plus 15%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional subconsultant fees are charged at our cost plus 15%. Automobile mileage will be charged at \$1.25. Direct Expenses are due immediately upon receipt of invoice.

SECTION 3 – AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

Pinnacle Engineering Group, LLC
20725 Watertown Road | Suite 100
Brookfield, WI 53186

CLIENT:

Village of Caledonia
5043 Chester Lane, Caledonia WI
53402

SCOPE EXECUTION:

CONSULTANT will perform/provide professional services for the PROJECT on behalf of the CLIENT, according to the TERMS AND CONDITIONS contained within this AGREEMENT and as defined within SECTION 1 – PROPOSAL FOR PROFESSIONAL SERVICES, in exchange for the stated fee that shall be the provided in accordance with the payment terms specified herein.

CLIENT may request CONSULTANT to provide additional services in exchange for additional compensation. CLIENT shall compensate CONSULTANT according to SECTION 2 – STANDARD RATE SCHEDULE in effect at the time of CLIENT's request. CONSULTANT'S additional services will be provided according to the TERMS AND CONDITIONS contained within this AGREEMENT in exchange for the additional compensation provided in accordance with the payment terms specified herein.

TERMS AND CONDITIONS:

- 1) **Payment, Billing, and Retainer:** The CLIENT shall pay the CONSULTANT for all services, reimbursable expenses, and equipment charges in accord with this Agreement and as designated in the PROFESSIONAL SERVICES PROPOSAL enhancing this AGREEMENT. Invoices for services, reimbursable expenses, and charges will be submitted at the CONSULTANT'S discretion, most commonly either upon completion of such services or on a monthly interval basis, and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and CONSULTANT may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall the pay cost of collection, including all reasonable attorneys' fees. Any invoice inquiries or disputes must be made within 30 days of the invoice date.

In the event CLIENT disputes an amount identified in any invoice, only that disputed portion may be withheld from payment, and the undisputed portion must be paid. The CLIENT shall promptly furnish CONSULTANT with a written statement identifying the nature of the dispute and all information relative to it before payment would otherwise be due.

Prior to providing services, the CLIENT shall deposit a retainer of \$ 0 with the CONSULTANT. Retainers shall be credited on the final invoice.

- 2) **Indemnification:** To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, its officers, directors, partners, and employees, from and against any and all costs, losses, and damages to the extent caused by the negligent acts or omissions of CLIENT, or its officers, directors, partners, employees, contractors, construction managers, or other CONSULTANTS CLIENT retains, with respect to this Agreement or the Project.

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, its officers, directors, partners, and employees, from and against any and all costs, losses, and damages to the extent caused by the negligent acts or omissions of CONSULTANT, its officers, directors, partners, employees, and CONSULTANTS, in the performance and furnishing of CONSULTANT's services under this Agreement.

Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any way whatsoever for the other party's own negligence.

- 3) **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,

except as hereinafter provided, 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. All documents produced by the CONSULTANT under this Agreement are instruments of the CONSULTANT'S professional service for use in the project for which the CONSULTANT was retained. These documents may not be used by the CLIENT for any other purpose without the prior written consent of the CONSULTANT. If written consent to reuse the documents is given by CONSULTANT, any reuse of the documents will be at CLIENT'S sole risk, and without liability or legal exposure to CONSULTANT. CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

- 4) **Certifications, Guarantees and Warranties:** CONSULTANT makes no warranty, either express or implied, with respect to its services. 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. The CONSULTANT will render services in accordance with a manner consistent with the level of care and skill ordinarily exercised by others in this profession in the same jurisdiction.
- 5) **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project 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 injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the face amount of professional errors and omissions insurance coverage the CONSULTANT is required to carry under this Agreement (as more fully set forth in Section 9) hereof. Such causes include, but are not limited to, CONSULTANT'S negligence, errors, omissions, strict liability, or breach of contract.
- 6) **Dispute Resolution:** In the event of a dispute under this Agreement, CLIENT shall notify CONSULTANT within ten (10) days of the date said dispute first arises. Any claims or disputes between the CLIENT and the CONSULTANT arising out of the services provided, or to be provided, by the CONSULTANT or out of this Agreement shall be submitted to non-binding mediation.
- 7) **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder upon giving the party at least seven (7) days prior written notice. In the event of termination, the CLIENT shall pay the CONSULTANT for all services rendered to the date of termination, all expenses incurred prior to termination, and reasonable termination services and expenses incurred to terminate this Agreement.
- 8) **Post Commencement Hold/Delay Notification:** CLIENT notification to CONSULTANT to hold/delay professional services shall result in automatic termination of project schedule requirements. CONSULTANT will determine a reasonable stopping point to avoid unnecessary loss of work, and stop any and all activities prior to the determined stopping point. Unless specifically directed by the CLIENT, the stopping point shall be within two (2) business days of the hold/delay notification. CONSULTANT shall be compensated on a time and material basis for services and expenses exhausted for the purposes of preparing the project to be delayed.

If recommencement of professional services following a hold/delay occurs less than 30 days, the contracted amount shall automatically be adjusted to reflect the added delay preparation services. If recommencement of professional services following a hold/delay occurs more than 30 days, but less than 90 days, CONSULTANT reserves the right to adjust the original contract amount with an increase reflecting up to 50% of the CONSULTANT'S charge for services and expenses exhausted prior to the hold/delay notification AND the added delay preparation services. If recommencement of professional services following a hold/delay occurs more than 90 days, the CONSULTANT reserves the right to adjust the original contract amount with an increase reflecting up to 50% of the CONSULTANT'S charge for services and expenses exhausted prior to the hold/delay notification AND the added delay preparation services AND solely reserves the right to terminate continuation of services.

- 9) **Insurance Coverage:** The CONSULTANT and any design engineer subconsultants working for the CONSULTANT on the CLIENT'S project shall, at their sole cost, carry the following policies of insurance during the term of their services and as otherwise provided herein.

a) Professional errors and omissions insurance in the amount of at least One Million Dollars (\$1,000,000).

- b) Worker's Compensation Insurance in amounts required by law.
 - c) Commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate with completed operations coverage of One Million Dollars (\$1,000,000) in the aggregate.
 - d) The CONSULTANT will provide a copy of confirmation of said coverages upon the request of the CLIENT.
- 10) **Access to Site:** Unless otherwise stated, the CONSULTANT will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- 11) **Assignment:** This Agreement shall not be assigned in whole or in part by either party without the written consent of the other.
- 12) **Entire Understanding of Agreement:** This Agreement and its exhibits represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, made by either party to the other except expressly set forth herein.
- 13) **Force Majeure:** Neither CLIENT nor CONSULTANT shall be liable for any fault or delay caused by any contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 14) **Hazardous Materials:** It is acknowledged by both parties that CONSULTANT'S scope of project does not include any services related to any hazardous, toxic or dangerous materials, chemicals, pollutants or contaminants, including but not limited to, asbestos, mold, fungi, and/or bacteria. In the event of discovery of any hazardous, toxic or dangerous materials, chemicals, pollutants or contaminants, CONSULTANT shall have no liability related thereto, including but not limited to damages arising from their presence, existence, remediation, abatement and/or removal.
- 15) **Notices:** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the first page of this Agreement and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 16) **Severability:** If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- 17) **Applicable Law:** This Agreement shall be interpreted and enforced in and according to the laws of the State of Wisconsin.
- 18) **Modifications:** Any modifications to this Agreement must be done in writing and with the agreement of both the CLIENT and CONSULTANT.

AUTHORIZATION:

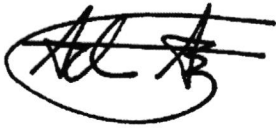
This AGREEMENT in its entirety, including the attached PROPOSAL FOR PROFESSIONAL SERVICES and STANDARD RATE SCHEDULE are agreed upon:

CONSULTANT Authorization:

Pinnacle Engineering Group, LLC

Adam R. Artz, P.E.

Principal



4/25/2025

Signature

Date

CLIENT Authorization:

Village of Caledonia

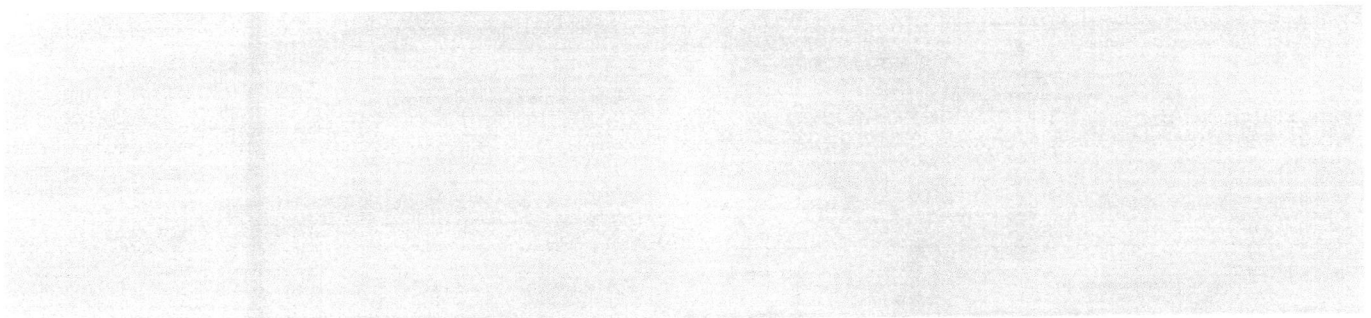
Printed Name

Title

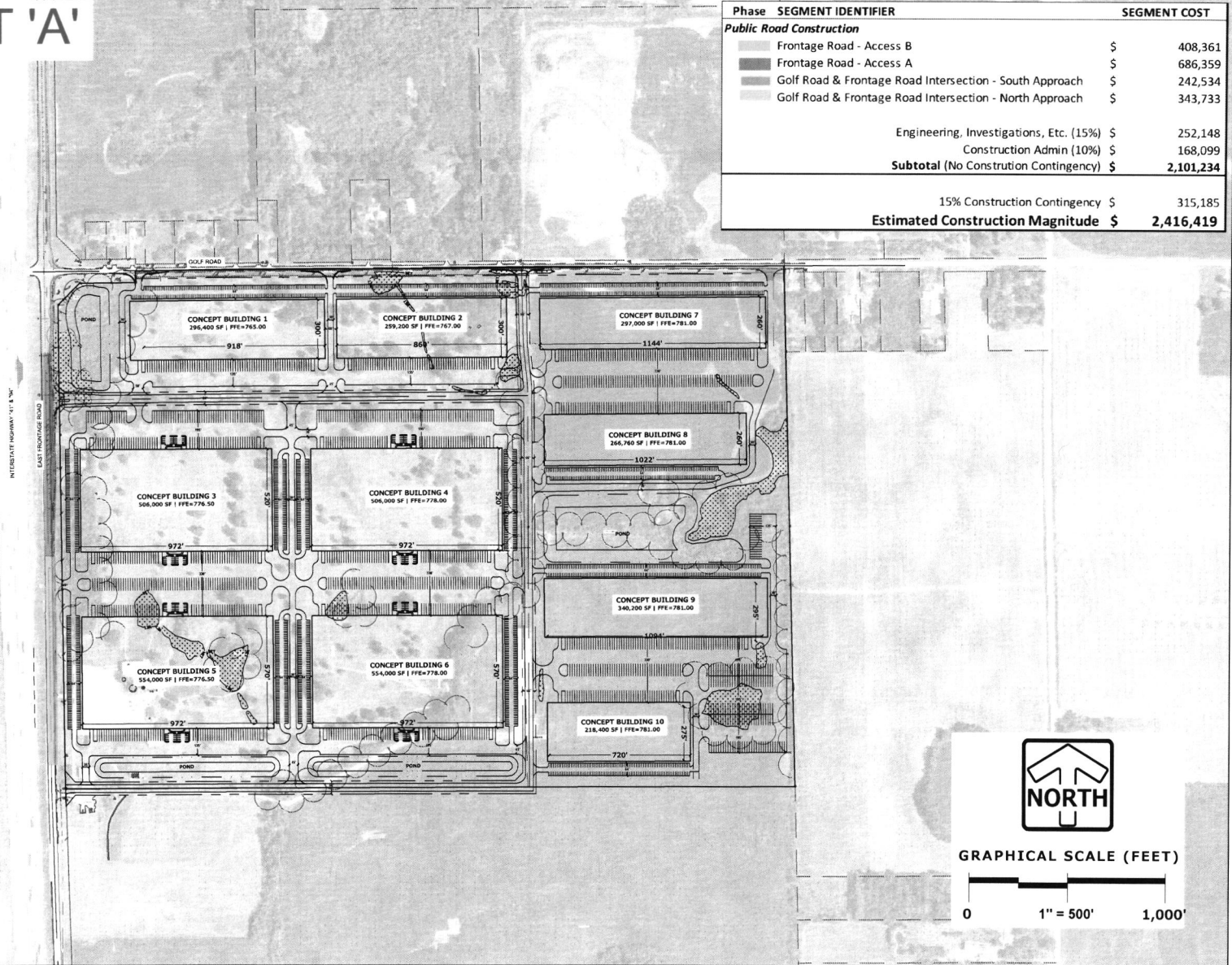
Signature

Date

Special Instructions:



PROJECT 2071135.64 00-MUNICIPALITY OF TULSA 2024-09-24 2554.00 ROAD COST BY PHASE DWG



South Hills Commerce Center - Offsite Design Schedule

Project Start: Tue, 10/1/2024
Release: Mon, 1/27/2025
Display Week: 0

TASK	ASSIGNMENT	PROGRESS	START	END	NOTES
PROJECT PROGRESSION		1%	10/1/24	10/14/26	
DESIGN SCHEDULE					
Complete offsite Survey Work	PEG	100%	9/16/24	10/31/24	Developer Authorized Work
Submit 'Blue Line Exhibits' to DOT	PEG	0%	4/18/25	4/18/25	Previously Completed Work
DOT Review of 'Blue Line Exhibits'	WisDOT	0%	4/18/25	5/18/25	Assumed 4 week Review
Authorization to Proceed on Drawings	Village	0%	4/18/25	4/18/25	Assumed release date of 4/18
Prepare 30% Plans	PEG	0%	4/18/25	5/9/25	
Village Review & Comment	Village	0%	5/9/25	5/23/25	Assumed Review Duration: Village 2 weeks
Prepare 60% Plans	PEG	0%	5/23/25	7/4/25	
Village & DOT Review	Multiple	0%	7/4/25	8/15/25	Assumed Review Duration: Village 2 weeks, DOT 6 weeks
Prepare 90% Plans	PEG	0%	8/15/25	9/26/25	
Village & DOT Review	Multiple	0%	9/26/25	11/7/25	Assumed Review Duration: Village 2 weeks, DOT 6 weeks
Prepare 100% Plans and Issue for Permits	PEG	0%	11/7/25	11/28/25	
Village & DOT Review & Permit Issuance	Multiple	0%	11/28/25	1/9/26	Assumed Review: DOT 6 weeks
Avertise for letting, Bid Award, Contract Processing	Village	0%	11/28/25	2/26/26	Assumed Duration: 90 days
Construction Start	Village	0%	4/1/26	10/14/26	Assumed Duration: 7 months

Key Assumptions:
Design Release of 4/18/25
Improvements Consist of Intersection of Golf & Frontage and Access Points A & B
R.O.W, Acquisition is not needed for improvements

