



March 17, 2025 (REV April 23, 2025)

Randy Wiesner  
City of Madison, WI - Engineering  
Via Email [rwiesner@cityofmadison.com](mailto:rwiesner@cityofmadison.com)

Re: Proposal for Services  
City of Madison, WI - Parks  
Olbrich Botanical gardens Bolz Conservatory Maintenance and Upgrades  
Madison, Wisconsin

Dear Randy,

Thank you for the opportunity to submit a Proposal for the following services for the renovation of the Olbrich Gardens Bolz Conservatory.

- (a)** Civil
- (b)** Structural
- (c)** Mechanical
- (d)** Electrical
- (e)** Cost Estimating Services (by Sub-Consultant: Bauer)
- (f)** Architectural & Interior Design Services (by Sub-Consultant: FEI/JPD)
- (g)** Glazing System Design Services (by Sub-Consultant: FEI/JPD)
- (h)** Surveying Services (by Sub-Consultant: Burse)
- (i)** Landscape Architecture Services (by Sub-Consultant: Saiki)

A detailed scope of services, assumptions, compensation, additional services, and terms and conditions are included in the attached Proposal for Services.

We propose to provide architectural, engineering and cost estimate for the fees detailed in the Compensation section in the Proposal for Services.

We look forward to working with you on this project and appreciate the opportunity to be of service. Please contact me at [justin.p.stuchlik@imegcorp.com](mailto:justin.p.stuchlik@imegcorp.com) if you have any questions. Thank you.

***Justin P Stuchlik, PE, SE***



## Proposal for Services

### PROJECT DESCRIPTION

This Proposal is for response to the formal RFP provided to IMEG on March 7th, 2025 by the City of Madison (hereafter referred to as the "City". The entirety of the scope is intended to be addressed by the Architectural and Engineering Team (hereafter referred to as the "A/E Team") covered within this proposal.

Based on previous studies and our preliminary cost estimating, we anticipate the following approximate project design and construction costs:

|  |             |
|--|-------------|
| A. Estimated Construction Hard Costs:  | \$6,000,000 |
| B. Construction Contingency (10%):   | \$600,000   |
| C. Soft Costs Including A/E fee, CM/GC fee, Bond/<br>Insurance and General Conditions (25%): | \$1,650,200 |
| D. Total Project Costs:  | \$8,250,000 |

We understand the high level objectives of the project include the following:

A. Conduct pre-design phase: evaluation of previous studies, performing walk-throughs, cost estimating, and meetings with City, Olbrich Gardens, and other stakeholders to determine final scope of the project.

B. Building Structure: Repair of existing primary steel structure.

B. Cupola: Weatherproofing the cupola exterior wall assemblies, louver systems, and connection between the cupola and conservatory framing system.

C. Cupola Accessibility: Upgrading accessibility and fall arrest system to the cupola.

c1. Provide improved fall arrest and access from the inside when a lift is to be used.

c2. Provide improved access and fall arrest through an external roof ladder.

D. Glazing: Replace all insulated glass units, gaskets, sealants and the cleaning all aluminum rafters, mullions, and gutter systems.

E. Mechanical Upgrades:

e1. Replace existing radiant piping system.

e2. Replace existing exhaust fans with new exhaust fans in the Cupola.

e3. Controls upgrade.

F. Planting Beds: Repairing and resealing upper level planting beds, walkways and upper waterfall/stream to protect the infrastructure below.

G. Walkway/Stairs/ADA Lift: Remove the existing upper walkway, provide for a wider walkway that incorporates drainage, replaces stair treads and platform and incorporates a vertical lift platform for ADA use.

H. Inside face of exterior walls: Cleaning, repairing, and sealing the exterior walls.

I. Easterly wall: Assist Owner and Trellis Designer on locating mounting points and/or alternate mounting methods for trellis. Indicate drilling points, anchor types, and work to be included with other construction items.

J. Sunshades: Remove all shades, cables pulleys, motors and other related equipment. Repair/patch/seal all mounting holes in a manner that would not require future maintenance.

K. Existing Strobes and Horns: Review code for horns and strobes in the conservatory and upgrade as needed.

L. Exiting requirements: Review secondary exiting requirements from the Conservatory, and signage.

M. Exterior Retaining Wall: Review existing conditions, TV drain tile, advise of recommended corrective actions and incorporate Owner selected actions into final plans and specifications. Provide design and reconfiguration of the earth embankment at exterior of conservatory between sidewalk and building to improve aesthetic and user experience.

### **Project Schedule**

We will complete our services based durations listed in the following schedule issued in the RFP. We understand the start dates have shifted, but will work with the stakeholders to meet the design milestones listed.

Pre-Design Phase is expected to last approximately (12) twelve weeks and will comments from the notice to proceed.

Design Development is expected to last approximately (13) thirteen weeks.

Construction Document Phase is expected to last approximately (13) thirteen weeks.

Construction Documents will be complete by end of January 2026.

Bidding, negotiation, construction administration and warranty phases are anticipated to proceed after review and approval by city in the summer of 2026 and a completed contract for construction administration services between the A/E team and the City for a construction phase to occur during summers of 2027 and 2028 (contingent upon acceptance and funding).

## **1. DELIVERABLES**

### Pre-Planning Development

Review all previous assessments, reports and recommendations with RFP goals. Evaluate recommendations and discuss merits of each to advice City and Owner to align budget, schedule and objectives.

Provide preliminary information for each project goal to aid in review process.

Schedule in person informational meeting(s) with Owners team and City for final selections.

Provide schematic design level cost estimate to inform scope selections.

Document scope selections, options, tasks and other relevant information.

### Design Development (DD)

Preparation of drawings and specifications to approximately 30% of total project design completeness.

Provide refined DD level cost estimate to ensure project is trending in alignment with budget.

Conduct further meetings with Owner and City. Facilitate review by Owner and City for alignment with project goals and budget.

Determine if the construction of the project can be performed in 1, 2 or 3 summers of construction. Determine constraints to means and methods of construction and necessary protections (final means and methods determined by selected contractor).

### Construction Documents (CD)

Prepare final construction document drawings and specifications, for bidding Bid set to be signed and sealed by A/E team.

Aid owner in submission for required reviews and approvals by state and local jurisdiction, including fire department, building inspectors and city planning.

Provide final, refined CD level cost estimate to ensure project is in alignment with budget.

Facilitate review and discussion with Owner and City for alignment with project goals and budget.

## **2. CIVIL**

Drain tile evaluation and design for replacement.

Utilizing existing drawings and topographic survey, show design for subdrain replacement along the south and west sides of the botanical center.

Tie subdrain to existing outlet pipe.

## **3. STRUCTURAL DESIGN**

Establish structural design and load criteria for the design of structural systems and components.

Prepare the design of the Primary Structural System including foundations, floor and roof framing, and lateral load resisting systems. The base design includes:

- Primary HSS framing of the conservatory pyramid and cupola. Provide for repair and refinishing of HSS framing, baseplates and connections.
- Concrete walls and elevated concrete floors and stairs of the conservatory. Provide for ADA alterations to upper walkway, revised stairs/ ADA lift. Provide for repairs (sealing and refinishing, repair of spalls and cracks).
- Concrete slabs on grade at conservatory and main entrance / back-of-house exit (as required for repairs).

Identify engineered elements specified by IMEG but designed by a specialty Structural Engineer such as precast concrete components, metal stairs, cold formed metal framing, curtain wall systems, etc., and establish performance requirements.

Establish testing, tolerance and quality control requirements, including code-mandated special inspections for structural systems.

#### **4. MECHANICAL DESIGN**

##### **HVAC Systems**

Replacement of existing fin tube connecting to the existing heating water system.

Replacement of the existing exhaust fans in the cupola.

Controls upgrades to a Direct digital control (DDC) system for the new fin tube and exhaust fans.

Drain tile serving southeast and southwest face of the conservatory.

#### **5. ELECTRICAL DESIGN**

Power modifications for cupola exhaust fans.

Fire alarm notification coverage assessment and design in the main conservatory space.

Exit signage design and power for existing exits not code compliant.

Performance specification of lightning protection system verification/recertification.

#### **6. COST ESTIMATING SERVICES**

See attached exhibit provided by Bauer Builders for scope of services, assumptions and sub-consultant fee, incorporated to this proposal by reference.

#### **7. ARCHITECTURAL AND INTERIOR DESIGN SERVICES**

See attached exhibit provided by Facility Engineering Inc and JPD for scope of services, assumptions and sub-consultant fee, incorporated to this proposal by reference.

Code/Life Safety Drawing(s) and detailing of rated construction adjacent.

Demolition drawings for architectural and interior design scope. Floorplan and elevations noting rated/nonrated construction and the Project Limits allowing contractors to understand the general conditions.

Outline finish options and prepare a finish plan noting existing to remain and new finishes.

#### **8. GLAZING SYSTEM DESIGN SERVICES**

See attached exhibit provided by Facility Engineering Inc and JPD for scope of services, assumptions and sub-consultant fee, incorporated to this proposal by reference.

## **9. SURVEYING SERVICES**

See attached exhibit provided by Burse Surveying & Engineering for scope of services, assumptions and sub-consultant fee, incorporated to this proposal by reference.

## **10. LANDSCAPE ARCHITECTURE SERVICES**

See attached exhibit provided by Saiki Design Inc. - Landscape Architects for scope of services, assumptions and sub-consultant fee, incorporated to this proposal by reference.

## **11. GENERAL DESIGN**

Prepare applicable specifications.

Prepare contract documents that are suitable for pricing and construction purposes.

The A/E team will prepare an estimated construction budget for all scope mentioned above. Note that the A/E team has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. The A/E's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

### **Project Design Meetings**

- Participate in approximately weekly project conference calls / web conferences as required.
- Attend approximately six (6) design coordination meetings at Olbrich Gardens.

## **12. BIDDING PHASE**

THE BIDDING PHASE IS OUTSIDE OF THE SCOPE OF SERVICES OF THIS CONTRACT AND MAY BE PROPOSED ON AS ADDITIONAL SERVICES SHOULD THE CLIENT DECIDE TO PROCEED BIDDING AND CONSTRUCTION.

If or when the project proceeds, the scope will be as per below:

Issue documents to prospective bidders.

Conduct Prebid meeting.

Respond to contractor questions.

Prepare addenda information as required.

Conduct bid opening.

Assist with bid evaluation and recommend award to successful contractor.

### **13. CONSTRUCTION PHASE**

THE CONSTRUCTION PHASE IS OUTSIDE OF THE SCOPE OF SERVICES OF THIS CONTRACT AND MAY BE PROPOSED ON AS ADDITIONAL SERVICES SHOULD THE CLIENT DECIDE TO PROCEED BIDDING AND CONSTRUCTION.

If or when the project proceeds, the scope will be as per below:

The City will let the contract documents and will manage contract for construction.

Conduct Preconstruction Conference and issue minutes.

Answer Contractor questions and Requests for Information (RFIs).

Prepare Requests for Proposal (RFPs) and deliver to Contractor for pricing.

Prepare change orders to the contract.

Review Contractor pay applications and recommend all or partial payment.

Review reports from testing and inspection agencies and recommend appropriate actions.

Review shop drawing submittals for items requested in the contract documents.

Limited review of submittals not part of the Primary Structural System, including pre-engineered structural elements specified IMEG and designed by a specialty Structural Engineer or others in conformance with the Contract Documents.

Prepare record documents based on as-built drawings supplied by contractor.

Conduct job site observations during construction, broken down as follows, plus one final job site observation at the end of the construction period, and prepare construction observation report(s).

- Minimum bi-weekly structural job site observations.
- Minimum bi-weekly architectural/interior/glazing job site observations.
- (1) civil job site observation.
- (1) each for mechanical, plumbing and electrical job site observations.
- (2) landscape architecture job site observations.

### **14. ASSUMPTIONS**

#### **General**

Drawings of the existing project area and underground utilities and architectural, structural, mechanical, electrical, and technology systems, which accurately represent the existing conditions, will be provided to IMEG.

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.

The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document E202. The Revit® model is only inclusive of those systems and trades as designed by the A/E team. The Revit® model will not include fully detailed components delegated including wheelchair lift. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.

Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.

Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.

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

An independent cost estimator has been engaged by IMEG to support this project. Opinions or comments made by IMEG related to the independent cost estimator's, nor the cost estimator's work itself, shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.

The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required. If bidding and construction proceeds, IMEG will aid with review of bids, clarifications and construction sequencing (with respect to phasing with Olbrich Gardens staff).

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

## **Structural**

The Primary Structural System is defined as the completed combination of elements that serve to support a building's self-weight, the applicable live load that is based upon the occupancy and use of the spaces, and the environmental loads such as wind, seismic, and thermal. Curtain wall members, non-load-bearing walls, stairs, handrails, or exterior façades, etc. are not part of the Primary Structural System.

For light framed bearing wall construction, such as cold formed steel, the walls will be modeled as panels. Individual studs will not be modeled.

Project components designed by others include:

- Miscellaneous metals such as overhead door frames and roof hatches.
- Finish floor elevations and exterior grades.
- Floor and roof slopes, recesses, finishes, and tolerances.
- Prefabricated elements such as precast concrete.

- Temporary earth retention systems and shoring.

Owner to provide the following:

- Inspection and Testing services of structural elements during construction as required by project specific general notes, specifications, building codes, and local Authority Having Jurisdiction over the project.

## **Mechanical and Electrical**

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.

A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space will be provided to IMEG prior to completion of the Design Development phase.

The building envelope is designed, installed, and performs to meet or exceed the applicable energy code. The building envelope specifier shall provide envelope compliance documentation.

Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, natural gas, and sanitary sewer shall be the responsibility of others.

## **15. COMPENSATION**

We propose to provide the services described above for a fixed fee of \$###,###. The proposed fee is further broken down within Exhibit A (attached). Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

## **16. PROJECT EXPENSES**

The following direct expenses are included in the above fee:

- Reproduction costs for sets of drawings, specifications, and reports.
- Postage and delivery charges.
- Travel expenses including mileage and parking.
- For Civil services, per diem for meals and incidentals, mileage, lodging, tolls, parking fees, taxi, train, and other out of pocket expenses.

## **17. ADDITIONAL SERVICES**

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

## **General**

Provide bidding assistance, construction administration, and warranty phase work should the City and

Olbrich Gardens elect to proceed into construction.

Fire Protection or technology design.

LEED, WELL, or building certification criteria evaluation, energy modeling, calculation, justification, and documentation.

Condition assessment surveys or invasive field takeoff to determine existing conditions that are not readily accessible or visible.

Assistance with grants and other related funding applications.

Value engineering or negotiating construction cost/scope/alternates with contractors and related document revisions after Design Development documents are complete.

Additional effort to support expedited, segmented, and/or express building permit process.

Revising IMEG design documents as a result of equipment lead times or supply chain delays.

Revising IMEG design documents arising from contractor's failure to comply with the contract document requirements.

## **Civil**

Stormwater management or storm water quality design and permitting.

Parking and paving design.

Civil design services beyond the design of the subdrain replacement.

Design of the storm water system downstream of the subdrain tie in.

## **SMEPT**

Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.

Revising equipment layout and connections, and floor plan modifications, after IMEG's Design Development documents are complete.

Performing a confirmation site observation after the final job site observation has been completed.

Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.

Systems commissioning and special inspections. Please be advised that commissioning and/or special inspections may be required by some building/energy codes, even though it is excluded from this Proposal. If commissioning or engineering-related special inspections are required, IMEG can provide a proposal for additional services, or these services may be conducted by a third party.

## **Mechanical**

Life cycle cost analysis.

ASHRAE 90.1 Energy Standards confirmation or building modeling.

Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.

### **Electrical**

Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.

Main fire alarm panel upgrades.

Distribution equipment upgrades.

## **18. GENERAL**

The following exhibits attached to this Proposal are incorporated by reference into the contract between the parties:

Exhibit A - City of Madison Fee Proposal

Exhibit B - Facility Engineering Inc. proposal (Held by IMEG)

Exhibit C - Bauer Builders proposal (Held by IMEG)

Exhibit D - Saiki proposal (Held by IMEG)

Exhibit E - Burse Surveying and Engineering proposal (Held by IMEG)

The attached Terms and Conditions dated 09.2024 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 Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of **all** terms and conditions of this Proposal will be implied and contractually binding.

**Client**

City of Madison, WI - Engineering

SIGN:

\_\_\_\_\_  
Randy Wiesner

DATE:

**IMEG**

IMEG Consultants Corp.

SIGN:

\_\_\_\_\_  
Eric Reinsch, SE, PE, Senior Principal / Senior Client Executive

DATE:

IMEG Consultants Corp.

SIGN:

\_\_\_\_\_  
Justin P Stuchlik, PE, SE, Senior Structural Engineer

DATE:

# Terms and Conditions

## 1. Definitions:

**“Agreement”** - Collectively IMEG’s proposal, these Standard Terms and Conditions, IMEG’s Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

**“Change Order”** - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

**“Client”** - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

**“Day(s)”** - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

**“IMEG”** - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

**“Losses”** - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

**“Party”** - Each of IMEG and Client; “Parties” means IMEG and Client collectively.

**“Project”** - The specific project for which Services are performed pursuant to this Agreement.

**“Project Owner”** - The party responsible for the initiation, funding, and oversight of the Project.

**“Services”** - The services or work performed by IMEG in any office location for Client on the Project.

**“Standard Hourly Rates”** - The current hourly rates set by IMEG for Services performed under this Agreement.

**2. Standard of Care/Performance:** Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location (“Standard of Care”). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG’s negligence as defined in Section 11, throughout the Project’s duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

**3. Information:** Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client’s other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG’s personnel of such updates or changes in writing.

**4. Limitation of Responsibilities:** IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor’s work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor’s or subcontractor’s performance or the failure of contractor’s or subcontractor’s work to conform to Project design specifications and contract documents.

**5. Additional Services:** If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

**6. Compensation/Payment:** Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG’s Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney’s fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

**7. Ownership/Use of Instruments of Service:** All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG (“Instruments of Service”). Upon Client’s payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client’s sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

**8. Dispute Resolution/Governing Law:** Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

**9. Mutual Waiver of Damages:** Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

**10. LIMITATION OF LIABILITY:** To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$1,000,000.00. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

**11. Indemnification:** Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

**12. Insurance:** IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon by the Parties.

**13. Termination:** Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

**14. Assignment:** Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**15. Employment and Non-Solicitation:** Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

**16. Force Majeure:** Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

**17. Severability and Non-Waiver:** If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

**18. Entire Agreement:** If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

**19. Equal Employment Opportunity:** The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

Rev. 09.2024



**2025 STANDARD HOURLY RATES - SMEPT/MEQ/Cx  
(rates adjusted annually)**

|  |       |
|--|-------|
| Senior Client Executive / Senior Market Director / VP              | \$310 |
| Client Executive / Market Director                                 | \$285 |
| Project Executive  | \$265 |
| Senior Project Manager 2   | \$240 |
| Senior Project Manager 1   | \$220 |
| Engineer of Distinction  | \$250 |
| Senior (Engineer / Planner / Consultant) 3                         | \$235 |
| Senior (Engineer / Planner / Consultant) 2                         | \$205 |
| Senior (Engineer / Planner / Consultant) 1                         | \$190 |
| Project (Engineer / Consultant) 2                                  | \$170 |
| Project (Engineer / Consultant) 1                                  | \$155 |
| (Graduate Designer / Consultant / Planner / Authority / Analyst) 2 | \$135 |
| (Graduate Designer / Consultant / Planner / Authority / Analyst) 1 | \$120 |
| Designer of Distinction  | \$215 |
| Senior (Designer / Authority) 3                                    | \$195 |
| Senior (Designer / Authority) 2                                    | \$190 |
| Senior (Designer / Authority) 1                                    | \$170 |
| Project (Designer / Authority) 2                                   | \$155 |
| Project (Designer / Authority) 1                                   | \$140 |
| (Designer / Authority / Analyst) 2                                 | \$125 |
| (Designer / Authority / Analyst) 1                                 | \$115 |
| Design Technician 2  | \$100 |
| Design Technician 1 / Intern                                       | \$90  |
| Senior Construction Administrator                                  | \$190 |
| Construction Administrator   | \$155 |
| Senior Procurement Manager   | \$265 |
| Senior Procurement Specialist                                      | \$240 |
| Project Coordinator  | \$130 |
| Senior Virtual Design Coordinator 2                                | \$145 |
| Senior Virtual Design Coordinator 1                                | \$135 |
| Virtual Design Coordinator 2                                       | \$130 |
| Virtual Design Coordinator 1                                       | \$115 |
| Virtual Design Technician  | \$100 |
| Administrative Assistant   | \$90  |

\*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.





# FACILITY ENGINEERING

Since 1996

*Maintenance  
Programming*

*Architectural  
Engineering*

*Consulting*

April 23, 2025

Justin P Stuchlik, PE, SE  
IMEG  
2310 Crossroads Drive Suite 3000  
Madison, WI 53718

Re: A/E Professional Services Proposal  
Olbrich Gardens Conservatory Assessment Phase III

Dear Mr. Stuchlik:

*Building Envelope:*

*Investigation  
Assessment  
Design  
Support*

Thank you for the opportunity to provide you with a proposal for professional services related to interior and exterior rehabilitation of various building systems and components at the Conservatory at Olbrich Gardens in Madison. You have requested this proposal to provide projects coordination, design development, construction documentation, and construction administration for various portions of rehabilitation.

*Energy Conservation  
by Design.*

FEI's capabilities will be heightened by Jessie Powers, Jessica Powers Design. Jessie is a designer whose expertise is in restoration, rehabilitation, and adaptive reuse. She performs investigation, evaluation, recommendation, and design of building spaces and components. She is a WI registered interior designer. She specializes in layout and configuration of architectural space for integration of technology, building code, accessibility and building systems into new, existing, and historic buildings. She excels at historical research, interior space planning, finish materials, and equipment and furnishing. Her project experience encompasses commercial and residential, governmental, educational, and ecclesiastical building types.



Jessie will be responsible for interior design changes/additions in the Conservatory. She will also conduct the building code survey, including accessibility requirements. She will be responsible for all architectural and interiors drawings as well as assist FEI with developing the building envelope drawings necessary to complete the work.

Specifically, our scope of services refers to the following list of building maintenance tasks.

- Civil/site hard- and softscape repair and enhancement design development, documentation and construction coordination (in cooperation with IMEG, Saiki, and Burse)
- Conservatory glazing system replacement design development, documentation and construction coordination
- Cupola rehabilitation design development, documentation and construction coordination:
  - Cupola envelope replacement
  - Cupola base design/restoration (in cooperation with IMEG)
  - Cupola exterior access improvements integration (in cooperation with IMEG)
  - Cupola interior access improvements integration (in cooperation with IMEG)
  - HVAC replacement integration (in cooperation with IMEG)
- Interior waterproofing repair design development, documentation and construction coordination
- Interior concrete restoration design development, documentation and construction coordination



- Accessibility assessment and enhancement
  - Interior
    - Passenger lift feasibility review and design
    - Staircase repair construction coordination
    - Mezzanine replacement construction coordination
  - Exterior: Conservatory proximity

FEI assumes these understandings until IMEG and FEI can discuss in more detail.

1. IMEG will lead State and Municipal (including Landmarks, if necessary) plan review submission and FEI will participate assisting that activity. (FEI includes its time in the Glazing portion of its fee.)
2. With respect to the fee development worksheet rendered with this proposal:
  - a. ARCHITECTURE includes services for Interior WP Repair, Cupola Rehabilitation (including Cupola Base Design/Restoration, Cupola Exterior Access, Cupola Interior Access, and HVAC Replacement Integration) and Interior Concrete Restoration.
  - b. INTERIOR includes services for Elevated Walkway (in cooperation with IMEG) and Accessibility.
  - c. CIVIL includes services for: Civil/Site Repair & Improvements in cooperation with landscape architect and surveyor.

Based upon our discussions with Mr. Wiesner and Ms. Scanlon, and FEI's and JPD's understanding of the proposed project to date, FEI proposes the generalized following scope of work. We understand Bidding, Construction Administration, and Warranty phases are currently deferred, and therefore our fees are omitted but available to be quoted as additional services. A more detailed proposal is available at your request.

### **Proposal**

FEI is proposing onsite observation, inspection and investigation and documentation consisting of a close examination of aforementioned interior and exterior building conditions. Next, we define scope of work for maintenance, repair, and/or replacement by providing pre-design and design development services, followed with bidding documents.

### **General Approach**

#### **Initiation/Administration/Pre-Planning Development**

- Meetings with IMEG and Owner to establish project scope, key issues and priorities.
- Review FEI documentation from previous services rendered for the Conservatory.
- Coordination of project team (IMEG, Owner, Conservatory staff, JPD, FEI).

#### **Design Development**

- Inspection and assessment on-site:
  - Visually inspect and photo-record physical conditions.
  - Verify and record measurements of current conditions.
  - Develop schematic drawings/photos for site analysis and decision making.
  - Note general conditions on base drawings.
- Meet w/ project team to review
- Develop preliminary drawings incorporating findings from surveys, inspections and assessments.
- Develop preliminary specifications.

**Design Development (continued)**

- Coordinate with IMEG.
- Submit DD drawings and project manual to IMEG for review.

**Bidding/Construction Documents**

- Review revisions with IMEG.
- Revise drawings and specifications per Owner with IMEG.
- Develop final construction drawings and specifications/project manual.
- Submit CD drawings and project manual excerpts to IMEG for review.

**Compensation**

Compensation is based upon hourly rates and related hours assigned to each defined task including reimbursable expenses. Any additional services beyond the scope of this proposal will be performed upon written authorization and will be compensated at the hourly rates indicated.

**Professional Fees**

The fee for rendering professional engineering services as outlined above:

|  |                      |
|--|----------------------|
| Initiation/Administration/Pre-Planning Development | \$ 88,870.00         |
| Design Development                                 | \$ 94,235.00         |
| Construction Documents                             | \$ 69,200.00         |
| <b>Total Fee</b>                                   | <b>\$ 252,305.00</b> |

Our Standard Terms and Conditions are attached hereto; Standard Rates will apply.

Please find accompanying this proposal “EXHIBIT – FEE PROPOSAL” in spreadsheet form.

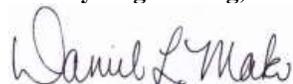
**General Terms**

- FEI shall be provided full access (with escort) to property exterior for the duration of time required to complete the work.
- On-site observation(s) may be conducted at any time during normal daytime office hours.
- FEI shall utilize information from previous work completed with IMEG and Olbrich Gardens. Additional information may be required and would need to be provided by IMEG with regards to building and construction, its repairs, and/or modifications made.
- Hazardous materials work is not included within the scope of this work.
- In recognition of the relative risks, rewards and benefits of the project among IMEG and FEI, the risks have been allocated such that IMEG agrees that, to the fullest extent permitted by law, FEI’s total liability to IMEG for any professional liability claims or claim expenses arising out of the agreement from any cause or causes, shall not exceed the value of the contract.

Thank you for this opportunity.

Sincerely,

**Facility Engineering, Inc.**



Daniel L Maki, PE, BEC&P  
Project Engineer

Attachment  
DM/pw



To: Justin Stuchlik  
IMEG Corporation  
2310 Crossroads Drive, Suite 3000 Madison WI 53718

Re: Olbrich Gardens Cost Estimation Services

Dear Justin Stuchlik

We are pleased to submit a proposal for cost estimation services for Phase III of the Olbrich Gardens project. We look forward to working with you and the design team on this exciting project.

**Pre Design Cost Estimation:** \$5,376.00

Includes one hour of time for meetings with the design team

**Schematic Design Cost Estimation:** \$5,376.00

Includes one hour of time for meetings with the design team

**Final Design Drawing Cost Estimation:** \$5,376.00

Includes one hour of time for meetings with the design team

**Total: \$16,128.00**

Please feel free to reach out with any questions regarding this project.

Sincerely,

Brad Bauer- President  
Jacob Bauer- VP Of Operations

| Olbrich Botanical Gardens - Bolz Conservatory Dome Repairs and Renovation                                 |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
|---|-----------------------------------|----------------------------------|-------------------------|------------------------|-----------------------|-----------------------|----------------------|------------------|---|
| 3330 Atwood Avenue // Madison, WI   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| Saiki Design, Inc. - Landscape Architects   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| 4/23/2025   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| TASK  | Landscape Architect, Principal II | Landscape Architect, Principal I | Landscape Architect III | Landscape Architect II | Landscape Architect I | Landscape Designer II | Landscape Designer I | Landscape Intern | DESCRIPTION   |
| <i>Hourly Rates</i>   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
|   | \$ 175.00                         | \$ 165.00                        | \$ 155.00               | \$ 145.00              | \$ 135.00             | \$ 125.00             | \$ 115.00            | \$ 75.00         |   |
| <b>PROJECT INITIATION &amp; PRELIMINARY DESIGN (PRE-PLANNING DEVELOPMENT)</b>                             |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| <b>APRIL, 2025 - JUNE, 2025 [3 MONTH PHASE DURATION]</b>  |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| Project Initiation, Survey Verification, Code Research, Background Review, Base File Assembly             | 1                                 |                                  |                         |                        |                       | 4                     |                      |                  | Assemble base files and background information, contracting, review survey, review previous studies and reports and project set-up in CAD (assumes IMEG is providing project TB file in City standard format and procuring/providing site survey via a subconsultant).  |
| Design Kick-off Meeting / Client Meeting  | 2                                 |                                  |                         |                        |                       | 0                     |                      |                  | Up to (1) in-person kick-off meeting at OBG. Assumes 1 hour meeting duration and up to 0.5 hours on-site with OBG staff to discuss exterior project area. Includes travel time and mileage.   |
| Site Visit & Survey Coordination / Verification   | 0                                 |                                  |                         |                        |                       | 3                     |                      |                  | Site visit once survey is completed to verify survey information, take additional photographs and/or measurements, and assess existing stone unit condition for re-use. Includes modest time to coordinate with surveyor if discrepancies are discovered and/or additional survey information is required. Includes travel time and mileage.                      |
| Review and Contribute to Pre-Planning Report (Report Collated and Published by Others)                    | 1                                 |                                  |                         |                        |                       | 4                     |                      |                  | Includes text and supporting site photographs / images for prime A/E to collate. Assumes A/E will be responsible for overall formatting, editing, and publishing final planning document.   |
| Design Team Meetings  | 6                                 |                                  |                         |                        |                       | 0                     |                      |                  | Assumes bi-weekly virtual design team coordination meetings at 1 hour each.   |
| Project Management & Coordination   | 4                                 |                                  |                         |                        |                       | 0                     |                      |                  | Internal coordination with design team members.   |
|   | 14                                | 0                                | 0                       | 0                      | 0                     | 11                    | 0                    | 0                |   |
|   | \$2,450.00                        | \$0.00                           | \$0.00                  | \$0.00                 | \$0.00                | \$1,375.00            | \$0.00               | \$0.00           |   |
| <b>PROJECT INITIATION &amp; PRELIMINARY DESIGN (PRE-PLANNING DEVELOPMENT) SECTION SUBTOTAL \$3,825.00</b> |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| <b>DESIGN DEVELOPMENT (DD)</b>  |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| <b>JULY, 2025 - AUGUST, 2025 [2 MONTH PHASE DURATION]</b>   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| Exterior Site Plan - CAD Preparation and Coordination with Design Team to Advance Site Design             | 2                                 |                                  |                         |                        |                       | 8                     |                      |                  | Provide 2-D site design linework for exterior, adjacent conservatory only.  |
| DD Exterior Site & Landscape Protection and Demolition Plan   | 1                                 |                                  |                         |                        |                       | 8                     |                      |                  | Up to (1) black & white plan sheet w/ Prime A/E TB, prepared in City of Madison standard drawing format. Includes DD-level information on exterior site grading within project boundaries adjacent conservatory only.   |
| DD Exterior Site Grading & Site Materials Plan  | 1                                 |                                  |                         |                        |                       | 8                     |                      |                  | Up to (1) black & white plan sheet w/ Prime A/E TB, prepared in City of Madison standard drawing format. Includes DD-level information on exterior site and landscape features protection and demolition within project boundary adjacent conservatory only.  |
| DD Exterior Site Details  | 1                                 |                                  |                         |                        |                       | 5                     |                      |                  | Up to (1) black & white plan sheet w/ Prime A/E TB, prepared in City of Madison standard drawing format. Includes DD-level information on exterior site details related to planting area preparation and modular stone retaining wall construction (note: any walls that are CIP, having reinforcing or footings, and/or stone veneer are not included in scope). |
| DD Specifications   | 8                                 |                                  |                         |                        |                       | 0                     |                      |                  | Includes up to the following specifications in Masterspecs format: 31 10 00, "Site Clearing and Tree Protection" // 32 32 20 "Stone Retaining Walls" // 32 91 13 "Soil Preparation" // 32 93 10 "Miscellaneous Landscapes"  |
| Involvement in Cost Estimating  | 1                                 |                                  |                         |                        |                       | 1                     |                      |                  | Review and redline of cost estimate based on Saiki Design's scope of work items only (estimate prepared by others).   |
| Client Meetings   | 4                                 |                                  |                         |                        |                       | 0                     |                      |                  | Up to two (2) in-person OBG/City meetings at OBG. 1 Design Meeting and 1 DD Page Turn Meeting Assumed. Assumes 1.5-hour meeting durations. Travel time and mileage included.  |
| Design Team Meetings  | 4                                 |                                  |                         |                        |                       | 0                     |                      |                  | Assumes bi-weekly virtual design team coordination meetings at 1 hour each.   |
| Project Management & Coordination   | 4                                 |                                  |                         |                        |                       | 0                     |                      |                  | Internal coordination with design team members.   |
|   | 26                                | 0                                | 0                       | 0                      | 0                     | 30                    | 0                    | 0                |   |
|   | \$4,550.00                        | \$0.00                           | \$0.00                  | \$0.00                 | \$0.00                | \$3,750.00            | \$0.00               | \$0.00           |   |
| <b>DESIGN DEVELOPMENT SECTION SUBTOTAL \$8,300.00</b>   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| <b>CONSTRUCTION DOCUMENTS</b>   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| <b>SEPTEMBER, 2025 - DECEMBER, 2025 [4 MONTH PHASE DURATION]</b>  |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| DD Review Comment Response & Coordination   | 1                                 |                                  |                         |                        |                       | 2                     |                      |                  | Review comments provided by City and other reviewers from DD set and respond to each individual comment. Coordinate any cross-disciplinary comments/responses with other disciplines, as required.  |
| Site Plan - CAD Preparation and Coordination with Civil on Piping   | 1                                 |                                  |                         |                        |                       | 6                     |                      |                  | Advance 2-D site design linework for exterior, adjacent conservatory only.  |
| CD Drawing Set  | 4                                 |                                  |                         |                        |                       | 16                    |                      |                  | See list of specific plan sheets and scope under "DD" section above.  |
| CD Specifications   | 2                                 |                                  |                         |                        |                       | 0                     |                      |                  | See list of specific sections and scope under "DD" section above.   |
| Involvement in Cost Estimating  | 0                                 |                                  |                         |                        |                       | 1                     |                      |                  | Review and redline of cost estimate based on Saiki Design's scope of work items only (estimate prepared by others).   |
| Client Meetings   | 2                                 |                                  |                         |                        |                       | 0                     |                      |                  | Up to one (1) in-person OBG/City meetings at OBG. 1 CD Page Turn Meeting Assumed. Assumes 1.5-hour meeting duration. Travel time and mileage included.  |
| Design Team Meetings  | 8                                 |                                  |                         |                        |                       | 0                     |                      |                  | Assumes bi-weekly virtual design team coordination meetings at 1 hour each.   |
| CD Review Comment Response & Coordination   | 1                                 |                                  |                         |                        |                       | 2                     |                      |                  | Review comments provided by City and other reviewers from CD set and respond to each individual comment. Coordinate any cross-disciplinary comments/responses with other disciplines, as required.  |
| Project Management & Coordination   | 4                                 |                                  |                         |                        |                       | 0                     |                      |                  | Internal coordination with design team members.   |
|   | 23                                | 0                                | 0                       | 0                      | 0                     | 27                    | 0                    | 0                |   |
|   | \$4,025.00                        | \$0.00                           | \$0.00                  | \$0.00                 | \$0.00                | \$3,375.00            | \$0.00               | \$0.00           |   |
| <b>CONSTRUCTION DOCUMENTS SECTION SUBTOTAL \$7,400.00</b>   |                                   |                                  |                         |                        |                       |                       |                      |                  |   |
| <b>TOTAL FIXED FEE \$19,525.00</b>  |                                   |                                  |                         |                        |                       |                       |                      |                  |   |

| ADDITIONAL SERVICE PHASE ESTIMATE: BIDDING & CONTRACT   |          |        |        |        |        |            |        |        |   |
|---|----------|--------|--------|--------|--------|------------|--------|--------|---|
| MID-YEAR, 2026 [1 MONTH PHASE DURATION]   |          |        |        |        |        |            |        |        |   |
| Bid Documents   | 1        |        |        |        |        | 4          |        |        | Incorporate any comments received during final CD Plan review into Bid-Ready plans and specs.   |
| Pre-Bid Meeting & Bidding   | 1        |        |        |        |        | 2          |        |        | Attend (1) in-person pre-bid meeting at OBG (includes travel time and mileage), respond to bidder's questions during bidding period, prepare up to (1) addenda as necessary, and provide review of bids received for specific scope items as requested by City. |
| Design Team Meetings  | 1        |        |        |        |        | 0          |        |        | Assumes monthly virtual design team coordination meetings at 1 hour each.   |
| Project Management & Coordination   | 1        |        |        |        |        | 1          |        |        |   |
|   | 4        | 0      | 0      | 0      | 0      | 7          | 0      | 0      |   |
|   | \$700.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$875.00   | \$0.00 | \$0.00 |   |
| <b>BIDDING &amp; CONTRACT PHASE SECTION ESTIMATED SUBTOTAL \$1,575.00</b>   |          |        |        |        |        |            |        |        |   |
| ADDITIONAL SERVICE PHASE ESTIMATE: CONSTRUCTION ADMINISTRATION & WARRANTY   |          |        |        |        |        |            |        |        |   |
| MARCH, 2027 - NOVEMBER, 2028 [ASSUMES A SINGLE SEASON, 9-MONTH SITE + LANDSCAPE CONSTRUCTION SEASON OF INVOLVEMENT IN 2028 W/IN OVERALL CONSTRUCTION TIMELINE]  |          |        |        |        |        |            |        |        |   |
| For Construction Documents  | 0        |        |        |        |        | 2          |        |        | Incorporate any comments received during bidding period and incorporate any addenda published into a clean set of drawings and specifications labeled as FOR CONSTRUCTION.  |
| Construction Administration   | 0        |        |        |        |        | 12         |        |        | Review and respond to RFI's, preparation of SIs, preparation of up to two (2) CBs, review CO costs, review submittals, review shop drawings, review/respond to requests for substitutions.  |
| Pre-construction Meetings   | 0        |        |        |        |        | 2          |        |        | Assumes up to 1 pre-construction meeting on-site for site exterior installation. Includes travel time and mileage.  |
| Site Visit During Construction  | 0        |        |        |        |        | 6          |        |        | Assumes up to two (2) in-progress site visits during exterior construction. Includes follow-up field report documentation.  |
| Punchlist Site Visit & Report   | 0        |        |        |        |        | 8          |        |        | Includes up to two (2) punchlist site visits with follow-up punchlist reports: 1 initial punchlist and 1 final punchlist verification.  |
| Record Drawings   | 0        |        |        |        |        | 3          |        |        | Includes preparation of record drawings for plans and specs listed under DD deliverables, incorporating any contractor mark-ups and/or official field change directives (i.e. CBs) issued during construction.  |
| Project Management & Coordination   | 2        |        |        |        |        | 3          |        |        |   |
|   | 2        | 0      | 0      | 0      | 0      | 36         | 0      | 0      |   |
|   | \$350.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,500.00 | \$0.00 | \$0.00 |   |
| <b>CONSTRUCTION ADMINISTRATION &amp; WARRANTY SECTION ESTIMATED SUBTOTAL \$4,850.00</b>   |          |        |        |        |        |            |        |        |   |
| NOTES   |          |        |        |        |        |            |        |        |   |
| Non-payment within 30 days for invoices prepared by our office after payment received from the City may result in a pause in our ability to continue working on this project until invoices are brought to-date and paid in full.   |          |        |        |        |        |            |        |        |   |
| This proposal assumes that a complete site topographic and features certified survey with information to a level of detail sufficient for design and documentation will be provided at the onset of the project and/or that the client will obtain additional survey of missing features or areas deemed to have insufficient information at any point during the project.  |          |        |        |        |        |            |        |        |   |
| This proposal assumes the project civil engineer will provide design, detailing, and/or specification of any pipe connections to existing structures, pipes to one another, and/or rim and invert elevations for any and all civil utilities including french drain or perforated storm piping.   |          |        |        |        |        |            |        |        |   |
| This proposal assumes the project structural engineer will thoroughly review load, reinforcing, and footing/foundation requirements for any site walls and provide review and sign-off of design and detailing for any site wall details prepared by Saiki Design and intended for inclusion on exterior site plan and detail sheets.   |          |        |        |        |        |            |        |        |   |
| Saiki Design will provide final drawings and specifications in .pdf file format, adhering to basic formatting requests made by the client whenever possible, utilizing software that optimizes our office's workflow. We will evaluate requests by clients to utilize outside proprietary software to produce or collaborate on project deliverables and/or project communications on a case-by-case basis and reserve the right to decline utilization of any new software that requires our office to purchase new products, license new subscriptions, and/or expend additional time and effort on product and/or project integration. A list of current software utilized in-house is available upon request. |          |        |        |        |        |            |        |        |   |
| In the event that Saiki Design is asked to prepare digital data, the Owner acknowledges that due to the limitations of software, not all elements of Saiki Design's services may be represented and any use of digital data prepared by Saiki Design shall not relieve the Owner's consultants, contractors or other authorized recipients of their respective obligations related to the data use. Accordingly, Saiki Design will endeavor to represent all material elements of our services as accurately and completely as possible in the Digital Data.  |          |        |        |        |        |            |        |        |   |
| ADDITIONAL SERVICES (Items listed below can be provided by Saiki Design at current office hourly rates, available upon request)   |          |        |        |        |        |            |        |        |   |
| <b>SITE PLANTING AND LANDSCAPE MATERIALS DESIGN AND/OR SPECIFICATION:</b> Assumes OBG staff will provide planting design and installation along with associated landscape materials (mulches, edging, compost, etc.) above and beyond Soil Preparation specification and planting soil areas included in Site Layout Plans prepared by Saiki Design.  |          |        |        |        |        |            |        |        |   |
| <b>SOIL SAMPLING AND TESTING COORDINATION:</b> Sampling of existing in situ soils and/or coordination with testing lab to provide results for existing soils can be conducted and coordinated by Saiki Design only as requested by project staff; sampling and testing of existing soil materials is not included.  |          |        |        |        |        |            |        |        |   |
| <b>MAJOR SITE CONFIGURATION CHANGES:</b> Major changes to size, configuration, location and/or phasing/staging areas of the site after the DD plan set has been reviewed and comments have been received which would require re-work of site parking, circulation and/or drawing revisions above and beyond +/- 8 hours per design phase for normal advancement of overall site design in order to address the magnitude of exterior site scope changes.  |          |        |        |        |        |            |        |        |   |
| <b>GREEN ROOFS OR ROOF TERRACES:</b> Design, detailing, estimating, feasibility analysis and/or specification for any green roof / roof terrace scope items.  |          |        |        |        |        |            |        |        |   |
| <b>PROJECT AREA EXPANSION:</b> Site design and/or documentation for any adjacent greenspace areas, right-of-ways, or additional parcels outside of the legal property boundary or the project boundary as indicated in site diagrams dated March 13, 2025 and attached to this proposal.  |          |        |        |        |        |            |        |        |   |
| <b>RENDERINGS:</b> Colored, annotated 2-D renderings or exhibits, 3-D models, any other drawings and/or exhibits not specifically listed above. Saiki Design will comment/redline architectural 2-D or 3-D renderings but will not produce original work.   |          |        |        |        |        |            |        |        |   |
| <b>PROGRAM EXPANSION:</b> Design, detailing, or materials selection/specification for program areas or features above and beyond those outlined in base scope of services from RFP dated March 7, 2025 and assumed to be limited to the stone landscape wall reconstruction and preparation for the planting area immediately adjacent the Bolz Conservatory.   |          |        |        |        |        |            |        |        |   |
| <b>MEETINGS:</b> Additional meetings, presentations and/or appearances above and beyond those listed in the base scope of services (internal design team, stakeholder, entitlement, governing body staff, governing body department, committee or commission, permitting body, Olbrich Botanical Gardens staff, City staff, additional project milestone review, etc.)  |          |        |        |        |        |            |        |        |   |
| <b>BID SET PRODUCTION:</b> Production of multiple bid sets or additional coordination, drawing revisions, etc. required to install site and landscape as phased installation. Base scope of services assumes a single bid package for all project drawings and specifications.  |          |        |        |        |        |            |        |        |   |
| <b>SUPPLEMENTAL PLANS OR SPECIFICATIONS:</b> Coordination and/or production of any additional drawings and/or specifications above and beyond those specifically listed in the base scope of services i.e. Fire Department Access, Life Safety, Construction Access / Staging, Site Demolition or Restoration beyond Proposed Site Boundary outlined in attachment to this proposal and dated March 13, 2025.   |          |        |        |        |        |            |        |        |   |
| <b>SUPPLEMENTAL PLAN SETS:</b> Coordination and/or production of any supplemental drawings above and beyond those listed in the base scope of services if separate plan sets are required for entitlement, permitting, or per client request (i.e. right-of-way design plan sets, DSPS-specific plan sets, Record Drawings, O&M Packages, etc.) and/or re-formatting of any drawings to meet differing size/orientation requirements from the base drawings. Coordination and/or production of any additional City entitlement plan sets (i.e. Major or Minor alteration submittals) above and beyond those listed in the base scope of services above.   |          |        |        |        |        |            |        |        |   |
| <b>PROJECT DURATION EXTENSION:</b> Extended timeline beyond timeline outlined in phased scope breakout included in base scope of services and/or the project schedule prepared by IMEG and the City of Madison Engineering dated April 23, 2025. Bidding & Contract and Construction Administration & Warranty phases are included for reference only as an estimate of additional services; final cost of add services can be submitted at time of AS request by client.   |          |        |        |        |        |            |        |        |   |
| <b>EXTENDED SHOP DRAWING AND/OR SUBMITTAL REVIEWS:</b> Extended involvement in shop drawing or submittal reviews beyond (2) individual reviews of any given submittal or shop drawing returned to the Contractor requiring resubmittal.   |          |        |        |        |        |            |        |        |   |
| <b>CONSTRUCTION ADMINISTRATION EXTENSION:</b> Extended involvement in the project's construction administration and close-out phase to cover communication, meetings, reviews, site visits, punchlist item curing and enforcement of the Contract Documents and/or other services above and beyond those outlined in the base scope of services as a result of project installations that do not meet the quality or technical standards set forth by the Contract Documents and/or general extension of the construction timeline provided at the time of this proposal and for any reason.  |          |        |        |        |        |            |        |        |   |
| <b>WITNESS TESTIMONY:</b> Any witness testimony services required by insurance companies, owners, or other parties based on interpretation or regulation of the conditions of the Contract Documents. Note that expert witness testimony involvement will be invoiced at negotiated industry-equivalent rates for expert services, NOT at our office's standard design rates.   |          |        |        |        |        |            |        |        |   |
| <b>VALUE ENGINEERING (VE):</b> Participation in or documentation of VE efforts at any time after the design development stage to address client-driven changes, contractor-identified cost savings or any other VE measures pursued by the project will be tracked and invoiced separately.   |          |        |        |        |        |            |        |        |   |
| <b>SUSTAINABILITY DOCUMENTATION:</b> LEED, Well, Fit-Well, or other sustainability metric evaluation, documentation, contribution to credits or coordinated reviews.  |          |        |        |        |        |            |        |        |   |
| <b>IRRIGATION:</b> Irrigation design and documentation (via subconsultant to Saiki Design), including review or design for water harvesting, tank storage, and/or re-claimed water re-use for irrigation.   |          |        |        |        |        |            |        |        |   |
| <b>INTEGRATED ART:</b> Art piece procurement, design and/or detailing (general siting of a pre-manufactured piece is included; footings and reinforcement, lighting and/or plumbing by others).   |          |        |        |        |        |            |        |        |   |
| <b>BRANDING, DONOR SOLICITATION, AND GRANTS:</b> Coordination, design effort, and/or production of any materials or items for branding, donor solicitation, and/or grant procurement.   |          |        |        |        |        |            |        |        |   |
| <b>MAINTENANCE AND MANAGEMENT:</b> Coordination, preparation, or oversight of any vegetation, pavements, site furnishings, custom assemblies, railings, and/or other site or landscape features or systems maintenance or management plans or documents.  |          |        |        |        |        |            |        |        |   |

|   |
|---|
| <b>SPECIALTY SITE FEATURES:</b> Design, detailing or materials selection/specification for any specialty site features above and beyond those included in base scope of service descriptions including, but not limited to overhead structures, gateway features, water features, boardwalks, monument signage, fire features, pergolas, arbors, raised vegetable production beds, greenhouses, storage structures, playground equipment or surfaces, fitness equipment or surfaces, splash pad equipment, pedestrian or vehicular bridges. |
| <b>SITE PAVEMENTS:</b> Detailing or specifying for standard site pavements (concrete, asphalt, HD pavements, curbs & gutters, truck aprons, curb ramps/tactile plates, etc.)  |
| <b>EXCLUSIONS</b> <i>(Items listed below are specifically excluded from this proposal)</i>  |
| <b>PERMITTING OR RE-ZONING:</b> Preparation of life safety plans and/or coordination for DNR, DSPS, Army Corps of Engineers and/or other entity coordination, plan development, reviews, and/or permitting. Coordination and/or preparation of any documents for re-zoning.   |
| <b>SITE INVESTIGATIONS:</b> Scoping and/or reporting on existing drain tile condition. Reviewing and reporting on existing retaining wall and/or exterior conservatory foundation wall condition, and/or investigation or reporting on any other structural or building-related exterior system including but not limited to additional survey, geotechnical investigation, contamination examination, EIS process, historic asset assessment, etc.   |
| <b>ARCHITECTURAL DESIGN, ASSESSMENT AND/OR INTEGRATION:</b> Condition assessment, restoration, or design/detailing of architectural elements (i.e. buildings, connections to buildings, freestanding enclosed structures, load-bearing arches, pergolas, arbors, etc.) and/or integration of historic architectural relics (i.e. historic architectural pieces) into project, including obtaining reviews and approvals from building code inspection, historic preservation bodies (such as SHPO), or other architectural review entities. |
| <b>CONTAMINATION REMEDIATION:</b> Assessment, coordination, permitting, and/or materials handling and disposal associated with potentially contaminated sites and/or groundwater  |
| <b>VEHICULAR PAVEMENT DESIGN AND DETAILING:</b> Station+offset, roadway alignments, roadway layout, roadway pavement markings and/or signage, plan & profile drawings, pavement cross sections and/or details.  |
| <b>HEATED PAVEMENTS:</b> Research, coordination, design, detailing, and/or specification of heated pavements or heated pavement systems at-grade or on rooftops.  |
| <b>MODELING:</b> 3-D/BIM/REVIT modeling for coordination or drawing production.   |
| <b>COST ESTIMATING:</b> Cost estimating coordination or services.   |
| <b>TRAFFIC ANALYSIS:</b> Traffic analysis coordination or services.   |
| <b>LIGHTING:</b> Design, fixture selection and/or photometric plans for site or rooftop lighting including landscape accent lighting and/or lighting integrated into custom site elements (seatwalls, structures), etc.   |
| <b>STORMWATER MANAGEMENT:</b> Stormwater management calculations, modeling, permitting/approvals and/or design, detailing and specification for specialty stormwater management devices.  |
| <b>UTILITIES:</b> Coordination, design, and documentation of any site utilities.  |
| <b>EROSION CONTROL:</b> Coordination, design, documentation, and/or permitting for any erosion control and/or shoreline stabilization plans, specifications, details, etc.  |
| <b>CONSTRUCTION AND TRAFFIC CONTROL PLANS:</b> Coordination or preparation of construction access, phasing, staging, pedestrian or vehicular traffic control signage diagrams, plans, and/or Division 34 specifications.  |
| <b>STRUCTURAL DESIGN:</b> Design and detailing for footings, connections to buildings/structure, bridges, overhead structures, CIP walls with footings, and/or site walls over 2-feet in height.  |
| <b>INTERIOR PLANTSCAPES:</b> Greenhouse, solarium, winter garden, and/or conservatory design, detailing or integration including structure and/or interior plants, hardscapes or landscapes.  |
| <b>POOLS AND SPAS:</b> Design, detailing and/or integration of pools, spas, and/or hot tub features. Saiki Design will only locate and coordinate general location of pool and spa feature on plan assuming specialty subconsultant provides length/width and all other design requirements accurately in the form of CAD-drawings to Saiki Design. Saiki Design assumes no responsibility for structural, MEP and/or safety features of pool and/or spa areas.   |
| <b>SIGNAGE &amp; WAYFINDING:</b> Coordination, design and detailing for signage and/or wayfinding packages above and beyond locating signs on site plan (location, size and orientation to be determined by others).  |



PROPOSAL

The following is a proposal for services to be performed by Burse Surveying and Engineering, Inc. ("BURSE") and is being provided to MEG ("CUSTOMER").

**1. ABBREVIATED DESCRIPTION OF PROPERTY**

Olbrich Gardens: 3330 Atwood Avenue, City of Maison, WI

**2. SCOPE OF WORK**

**BURSE will:**

Provide a Topographic Survey that includes the following (the contours shall extend to the survey limits as depicted on Attachment B):

- Contours at one-foot intervals and spot elevations at 10-foot intervals along hard surfaces and along the building foundation lines. (The vertical datum shall be based upon the NAVD88 datum.)
- Locating downspout
- Locating sidewalk/pavement edge under existing entry canopy structure
- Spot elevations along building foundation at 10' intervals and building corners
- Outline of the accent and/or memorial boulders larger than 12"
- Post for the "Bee house" structure
- Interpretive signage and/or any other small built items within the garden space, excluding the plant ID signs
- Irrigation valve boxes, any visible heads
- Any lighting fixtures on the ground, such as bollards and spotlights
- Elevations of the flashing and trim at the base of the conservatory. Critical spots at the bottom of the flashing where the conservatory 'departs' from the main limestone-clad building, at the 'apex' of the conservatory corner, and where the conservatory piece tees into the limestone-clad wall that forms the northern edge of the scope area.
- Stacked block retaining wall: Top of wall and bottom of wall elevations along the entire length of the wall at 10' intervals
- The top of the concrete retaining wall at the east side. The top of the wall at the building, the top of the wall where the wall goes from level to sloping downward, the top where the slope ends and turns vertically again, and the bottom where the wall meets the grade.
- The exposed aggregate concrete patio: locating the edge (whether curved or stepped/jagged) and spot elevations either at 10' intervals (if curved) and/or at the corner points (if stepped).
- Fence line at the westerly survey limits
- Trees 1.5" in diameter or larger shall be surveyed and identified as coniferous or deciduous
- Provide a CADD file of the survey via email

## EXHIBIT E - BURSE

### **BURSE will not:**

Unless specifically included in the proposal, include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air.

3. **ESTIMATED COMPLETION SCHEDULE** BURSE shall proceed immediately upon receipt of a signed contract and shall complete the survey within 36 days of receipt of the signed contract and the title report or abstract of title.

BURSE cannot be held responsible for project schedule delays caused by weather, violence, acts of nature, and public agencies or private business over which it has no control. BURSE shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of BURSE'S failure to meet deadlines, may result in adjustment to said schedules and fees.

4. **PROFESSIONAL FEES** The fees for the proposed work are \$2,200. These prices and this proposal are valid through April 20, 2025. BURSE's hourly rates are subject to revisions on an annual basis.
5. **EXCLUDED FROM FEES** Soil borings, private utility company marking fees, wetland markings, title search and review fees, application fees, reproduction costs, meetings and recording fees, if any. A representative of BURSE shall attend any meetings at the CUSTOMER's request and shall be paid at BURSE'S hourly rates. If CUSTOMER requests a Certificate of Insurance to be added as an additional insured than a fee increase of \$15 per Certificate shall be imposed.
6. **CUSTOMER RESPONSIBILITIES** The CUSTOMER shall provide BURSE with a copy of the prior construction site and utility plan and any other pertinent information or maps.
7. **ASSUMPTIONS** All of the work described herein shall be completed in accordance with generally and currently accepted surveying principles and practices. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by CUSTOMER. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, BURSE cannot be held responsible for any design or construction problems resulting from the use of this information.
8. **TERMS** Payment for invoices are due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CUSTOMER shall provide BURSE with a clear, written statement within ten (10) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoices as submitted.

In the event all or any portion of the work prepared or partially prepared by BURSE is suspended, abandoned, or terminated, CUSTOMER shall pay BURSE all fees, charges and expenses incurred to date of the receipt of written notice of suspension or termination. BURSE reserves the right to withhold documents and information until fees for such services are paid in full. CUSTOMER further agrees to pay BURSE any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

**EXHIBIT E - BURSE**

**9. NOTICE OF LIEN RIGHTS** AS REQUIRED BY THE WISCONSIN LIEN LAW, BURSE HEREBY NOTIFIES CUSTOMER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE CUSTOMER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, IF CUSTOMER RECEIVES NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE SURVEYING OR ENGINEERING SERVICES, THEY AGREE TO GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. BURSE AGREES TO COOPERATE WITH CUSTOMER AND CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL-POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

**10. LIABILITY** To the maximum extent permitted by law, CUSTOMER agrees to limit BURSE'S liability for CUSTOMER damages to the sum of \$5,000 or BURSE'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**11. INDEMNIFICATION FOR LIABILITY TO THIRD PARTIES** The CUSTOMER agrees, to the fullest extent permitted by law, to indemnify and hold BURSE and BURSE'S officers, partners, employees and sub-consultants harmless from any and all claims, liabilities, losses and costs, including reasonable attorneys' fees and costs of defense, arising or allegedly arising from the services performed under this proposal, except for BURSE'S sole negligence or willful misconduct.

**12. TRANSFER OF ELECTRONIC DATA** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise, copies of documents that may be relied upon by CUSTOMER are limited to printed copies (also known as hard copies) that are signed or sealed by BURSE. Files in electronic media format of text, data, graphics, or of other types that are furnished by BURSE to CUSTOMER are only for the convenience of CUSTOMER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, BURSE makes no representations as to accuracy, long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by BURSE in preparation of these documents. If there is a discrepancy between the electronic drawing files and the hard copies, the hard copies govern.

**13. AMENDMENT** This agreement contains all the terms and conditions of the agreement between CUSTOMER and BURSE and any changes in this agreement shall have no effect unless they are made in writing, signed by both parties, and incorporated as an amendment to the agreement. No other understandings, representations, or agreements, written or oral, other than those herein have been made by and between the parties hereto.

EXHIBIT E - BURSE

**14. ACCEPTANCE** CUSTOMER hereby accepts this proposal for land surveying services and hereby authorizes BURSE to proceed with the services outlined herein.

Accepted By: IMEG

\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

Accepted By: Burse Surveying and Engineering, Inc.



Michelle L. Burse, President

Dated this 13th day of March 2025.

EXHIBIT E - BURSE

BURSE SURVEYING AND ENGINEERING, INC.

2025 Hourly Fee Schedule

Attachment A

|                            |          |
|----------------------------|----------|
| Principal Surveyor         | \$150.00 |
| Land Surveyor V            | \$130.00 |
| Land Surveyor IV           | \$120.00 |
| Land Surveyor III          | \$115.00 |
| Land Surveyor II           | \$108.00 |
| Land Surveyor I            | \$102.00 |
| Principal Engineer         | \$160.00 |
| Engineer V                 | \$140.00 |
| Engineer IV                | \$134.00 |
| Engineer III               | \$125.00 |
| Engineer II                | \$116.00 |
| Engineer I                 | \$107.00 |
| CAD Operator               | \$70.00  |
| Survey Crew (1 Person)     | \$115.00 |
| Survey Crew (2 Person)     | \$160.00 |
| Survey Crew (3 Person)     | \$186.00 |
| Staking Crew (2 Person)    | \$156.00 |
| Staking Crew (3 Person)    | \$192.00 |
| Robotic Survey (1 Person)  | \$128.00 |
| Robotic Survey (2 Person)  | \$160.00 |
| Robotic Staking (1 Person) | \$140.00 |
| Robotic Staking (2 Person) | \$174.00 |
| GPS Survey Operator        | \$133.00 |
| GPS Staking (1 Person)     | \$140.00 |
| GPS Staking (2 Person)     | \$172.00 |
| Technician IV              | \$95.00  |
| Technician III             | \$90.00  |
| Technician II              | \$80.00  |
| Technician I               | \$74.00  |
| Clerical/Office Support    | \$70.00  |

- Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.
- Expenses shall be billed at cost.
- Mileage shall be billed at the then current Federal rate.
- Hourly rates are subject to change annually on the first of each year.

EXHIBIT E - BURSE

ATTACHMENT B

