

# Parks, Buildings and Grounds Commission Meeting Agenda



July 14, 2025 - 5:30 PM  
Mayor's Conference Room  
3805 S. Casper Dr.

*Published: July 10, 2025*

## AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
  - A. May 12, 2025 Meeting Minutes
4. **NEW BUSINESS**
  - A. Recommend to the Common Council the award of a contract to the GRAEF Engineering Firm in the amount of \$30,000 for facility assessment work at the New Berlin Safety Building and the New Berlin Public Library.
5. **UPDATES**
6. **ADJOURN**

### **Additional Information**

- The agenda packet, including supplemental information related to agenda items, is available online at [www.NewBerlinWI.gov](http://www.NewBerlinWI.gov). Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.
- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.

# Parks, Buildings and Grounds Commission MEETING MINUTES



May 12, 2025 - 5:30 PM  
Mayor's Conference Room  
3805 S. Casper Dr.

## MINUTES

### 1. CALL TO ORDER

Mayor Ament called the meeting to order at 5:32 PM.

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Commissioner Ferrante, Commissioner Rafel, Commissioner Wicichowski  
Excused: Alderperson Scott La Fever

Staff Present: Public Works Director Lucas Pichler, Facilities Supervisor Bob Loohuis and Parks Supervisor Josh Fabian

### 3. APPROVAL OF MINUTES

#### A. April 14th, 2025 Meeting Minutes

**MOTION:** Motion to Approve April 14, 2025 Minutes

**VOTE:** Motion by: Commissioner Wicichowski  
Second by: Commissioner Ferrante  
Motion Passed 4-0

### 4. NEW BUSINESS

#### A. Approval and recommendation to award the Fire Station #8 Roofing Project

**MOTION:** Motion to Approve

**VOTE:** Motion by: Commissioner Wicichowski  
Second by: Commissioner Rafel  
Motion Passed 4-0

#### B. Approval and recommendation to approve a donation agreement for the Stanley Hall bench donation eagle scout project

**MOTION:** Motion to Approve a donation agreement for the Stanley Hall bench donation Eagle Scout Project.

**VOTE:** Motion by: Commissioner Ferrante

Second by: Commissioner Wicichowski  
Motion Passed 4-0

**5. UPDATES**

Lucas Pichler, Bob Loohaus, and Josh Fabian provided verbal updates on the ongoing projects.

**6. ADJOURN**

**MOTION:** Motion to Adjourn at 5:44 PM

**VOTE:** Motion by: Commissioner Rafel  
Second by: Commissioner Ferrante  
Motion Passed 4-0

**Respectfully Submitted,**

**Robert T. Rafel MBA  
PB&G Commission Secretary**



**REQUESTED ACTION STATEMENT**

**DATE:** July 14, 2025

**TO:** Mayor  
Common Council  
Parks, Buildings and Grounds Commission

**FROM:** Lucas Pichler – Director of Public Works  
Robert Loohaus – Facilities Supervisor

**ISSUE:** Facilities Study- New Berlin Safety Building and New Berlin Library

**REQUESTED:**

Recommend to the Common Council the award of a contract to the GRAEF Engineering Firm in the amount of \$30,000 for facility assessment work at the New Berlin Safety Building and the New Berlin Public Library.

**FISCAL IMPACT:**

**Funding Source:**

CIP account 04251300-61605-C2025	2025 Approved Amount:	\$110,000.00
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**Project Costs:**

**Total Cost: \$30,000**

**RATIONALE:**

The New Berlin Safety Building and New Berlin Public Library have both been in operation for over 20 years and critical equipment and systems are nearing the end of their life cycles. DPW has determined that a comprehensive building assessment is warranted to establish an outline of projects that will need to be addressed in the years to come. Having a professional engineering firm conduct this assessment will allow for a thorough, unbiased evaluation of these buildings and provide our department with the ability to plan and keep these buildings operating at a high level for years to come.

The City sent requests for proposals to three different engineering firms and received three proposals for review. Staff found that GRAEF provided the best opportunity to complete an assessment that met our needs while also remaining cost conscious.

**CITY OF NEW BERLIN  
REQUEST FOR PROPOSAL  
CITY OF NEW BERLIN BUILDING ASSESMENTS**

The City of New Berlin (City) desires to retain the professional services of an engineering consultant to complete an assessment of the mechanical, electrical and architectural equipment and features of two facilities within the City.

Qualified consultants are invited to submit proposals to accomplish the scope of work hereinafter defined. The consultant will be expected to work directly with the City of New Berlin appointed staff for this project. The Department of Community Development will be the lead agent for the Project.

1. Project Description and Scope of Services

The project consists of the complete assessment of the mechanical, electrical and architectural features and equipment for the New Berlin Safety Building, located at 16300 W National Ave and the New Berlin Public Library, located at 15105 W Library Ln.

- Assess the building envelope to determine the condition of the exterior including the roofing, windows, doors, brick work, fascia, soffits, and insulation and provide recommendations, maintenance or replacement priorities and budget options.
- Assess the current electrical systems that serve the buildings and site, and provide recommendations, maintenance or replacement priorities and budget options.
- Assess the current mechanical systems that serve and control the building and provide recommendations, maintenance or replacement priorities and budget options.
- Assess the life safety components of the building and provide recommendations, maintenance or replacement priorities and budget options.
- Review contemplated facility improvement plans provided by the City to determine their impact on mechanical systems.
- Assess potential energy efficiency improvements and evaluate those that provide a recommendation on their payback period.
- Provide preventative maintenance recommendations for significant mechanical systems within the facility.

2. Data Collection

- A. A survey of the mechanical systems, their current age and location within the building. Photos of the systems
- B. Thermal imaging of the building for heat loss and insulation deficiencies.

- C. A survey of major electrical components, their age, location and capacity.  
Photos of the system

### 3. City Provided Documents

- A. Mechanical, electrical and plumbing plans on file with the City in electronic form.
- B. Site Plans on file with the City in electronic form.

### 4. Final Documents

- A. Two hard copies and one electronic copy of the assessment for each building. There should be separate documents for each building.
- B. Each document shall identify the area or mechanical system assessed and present the findings on its current condition, possible maintenance or replacement recommendations and budgeting to conduct such work.
- C. Photos of each piece of major equipment shall be included.
- D. Photos of each area of concern or area found to be deficient shall be included.
- E. Any recommended work shall also be prioritized ranging from “As soon as possible, 1-3 years, 3-5 years or 5 or more years”

### 5. Administration

- C. Attend up to four meetings with the City. It is anticipated that these meetings will include:
  - 1. Pre-design project scope and introduction meeting.
  - 2. Meeting with facilities staff the maintain the buildings.
  - 3. Progress reports
  - 4. Final assessments and findings
- D. Deliverables shall include:
  - 1. Two hard copies and one electronic copy.
- A. Based on the evaluation of the Proposals received, a consultant will be selected. Proposals will be reviewed based on consultant’s experience,

project approach, committed workload, and staff qualifications.

B. The following time schedule is anticipated:

- |  |                  |
|--|------------------|
| 1. Receipt of all Proposals                | June 20, 2025    |
| 2. Proposal Recommendation Council         | July 22, 2025    |
| 3. Award of contract and Notice to Proceed | August 5, 2025   |
| 4. Final Assessment Documents              | November 7, 2025 |

C. Submittal

1. Five copies of proposals should be submitted to the Department of Community Development by 10:00 AM., Friday, June 20, 2025. Late submittals will not be accepted and will be returned unopened. Proposals should be mailed or delivered to:

Dan Hogan  
3805 South Casper Drive  
New Berlin, WI 53151

2. All questions regarding proposals or requests to tour the buildings before submittal should be directed to Dan Hogan at the following e-mail address: [dhogan@newberlin.org](mailto:dhogan@newberlin.org).

**GRAEF**

City of New Berlin



# CITY OF NEW BERLIN BUILDING ASSESSMENTS

Prepared by GRAEF for the City of New Berlin

June 20, 2025

**Project Contact:**

**Samantha Bakke, PE**

samantha.bakke@graef-usa.com

414 / 266 9104

**GRAEF**

275 W. Wisconsin Ave

Suite 300

Milwaukee, WI 53203



- CORE SERVICES**
- MECHANICAL ENGINEERING
  - ELECTRICAL ENGINEERING
  - PLUMBING/FIRE PROTECTION ENGINEERING
  - COMMISSIONING
  - ENVIRONMENTAL ENGINEERING
  - INDUSTRIAL ARCHITECTURE
  - LANDSCAPE ARCHITECTURE
  - PLANNING + URBAN DESIGN
  - SITE/CIVIL ENGINEERING
  - STRUCTURAL ENGINEERING
  - SURVEYING + FIELD SERVICES
  - TRAFFIC/TRANSPORTATION ENGINEERING
  - WATER RESOURCES ENGINEERING

# GRAEF IS A FULL-SERVICE ENGINEERING, PLANNING, AND DESIGN FIRM

For more than 60 years, GRAEF has been shaping more than just the built environment. We've been designing with purpose, creating meaningful spaces for people, communities, and the planet.

Grounded in loyalty, quality, integrity, and service, our enduring values guide everything we do, from the way we work with clients to how we support each other and the communities we serve.

As a trusted partner, we bring curiosity and foresight to every engagement. We don't just keep up with change, we lead it. By embracing innovation and anticipating what's ahead, we deliver thoughtful, high-performing engineering, planning, and design solutions that stand the test of time.

At the forefront of the industry, GRAEF continues to evolve; adapting to emerging trends, integrating new technologies, and consistently delivering excellence.

Our clients know they can rely on us for forward-thinking design and unmatched technical expertise.

## BY THE NUMBERS

**310**

TEAM MEMBERS

**123**

REGISTERED PROFESSIONALS

**19**

PROFESSIONAL SERVICES

**15**

CLIENT MARKETS



## Samantha Bakke, PE

### MARKET AREA LEADER - MEP

Samantha has 15 years of experience in engineering and project management, specializing in mechanical, plumbing, electrical, and fire protection systems. She focuses on designing HVAC systems for municipal buildings such as public safety facilities, libraries, and community centers. Samantha has worked closely with design and construction teams to deliver efficient, reliable systems that meet the needs of public agencies and the communities they serve.

#### **PROJECT ROLE:**

MEP Lead, Project Manager

#### **EDUCATION:**

M.S. Architectural Engineering - Thermal Systems, University of Kansas, Lawrence, KS

B.S., Architectural Engineering - Mechanical Specialty, Milwaukee School of Engineering, Milwaukee, WI

#### **REGISTRATIONS:**

Professional Engineer – FL, IL, KS, MD, WI

#### **AFFILIATIONS:**

- ASHRAE, ASHRAE Milwaukee Chapter - Board Member
- Wisconsin Healthcare - Engineering Association
- (WHEA)
- Lean Construction Institute (LCI)
- American Society for Healthcare Engineering
- (ASHE)
- Women Developing Wisconsin - Advisory Board Member

#### **PROJECT EXPERIENCE:**

**Sparta Free Library Expansion and Renovation, Sparta, WI – Project Manager\*:** Phase I of the project included evaluation of the existing facility and the associated mechanical, electrical and plumbing systems. Phase II of the project consisted of a \$6 million expansion project to include new community spaces, children areas, new conference rooms and technology spaces. Provided MEP engineering services for the project.

**Aram Public Library Addition and Renovation, Delavan, WI – Project Manager\*:** Completed a building assessment that concluded the existing building was not large enough to accommodate the growing population and current community needs. Additionally the existing building did not meet current codes with regards to safety and comfort of users. Provided MEP engineering services for the project.

**Muskego Public Library Restroom Remodel, Muskego, WI – Senior Mechanical Engineer\*:** The existing restrooms were dated and needed to be revised to meet current ADA requirements. Provided MEP engineering services for the project.

**Edgerton Public Library, Study Room Renovation, Edgerton, WI – Senior Mechanical Engineer\*:** Upgraded and expanded the study rooms in the facility. Provided mechanical, electrical and technology services for the project.

*\*Completed Project at a Previous Firm.*



## Mike Paulos, PE, LEED AP, CDT MARKET AREA LEADER - MUNICIPAL

Mike is a Principal and the Municipal Market Area Leader at GRAEF, bringing over 30 years of experience delivering public infrastructure solutions. He has led a wide range of projects, including water distribution system modeling and design, sanitary and storm sewer systems, roadway design, and site development. Mike also brings valuable insight from his time serving as City Engineer for multiple communities, and he has managed the design and construction of several public works facilities, making him a trusted partner to municipalities across the region.

### **PROJECT ROLE:**

Principal-In-Charge

### **EDUCATION:**

B.S., Civil Engineering, Cum Laude, Michigan Technological University, Houghton, MI

### **REGISTRATIONS:**

Professional Engineer – WI

### **CERTIFICATIONS:**

- LEED Accredited Professional
- Construction Documents Technologist

### **AFFILIATIONS:**

- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)
- Wisconsin Rural Water Association (WRWA)
- Wisconsin Water Association (WIAWWA)

### **PROJECT EXPERIENCE:**

#### **Germantown Department of Public Works Facility, Germantown, WI – Project Manager:**

Germantown broke ground on a new \$44 million, 140,000 SF public works facility. The 30-acre consolidation project included site and road design, 100,000 CY of excavation, 7,500 SY of paving, and 4,000 LF of utilities. The new facility brought together the Operations, Water, Sanitary, and Recycling departments in one central location. GRAEF provided full-service design, including architecture, structural, surveying, environmental, and civil engineering. The facility was completed in July 2024.

#### **Department of Public Works Facility, Village of Hales Corners, WI – Project Manager:**

GRAEF partnered with the Village to redevelop the existing public works yard and build a new facility with parking, storage areas, access drives, and landscaping. GRAEF provided all technical services in-house—civil, site, mechanical, electrical, planning, architecture, landscape architecture, structural, surveying, environmental, and fire protection—ensuring efficient coordination and cost savings for the Village.

#### **Department of Public Works Facility Needs Analysis, City of New Berlin, WI – Project Manager:**

The City of New Berlin had outgrown its Street Department facility. GRAEF completed a site evaluation and prepared a detailed report outlining space needs, equipment requirements, and design options. The report included conceptual layouts and associated construction costs, helping the City assess how two sites could meet their long-term goals.



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June 20, 2025

Dan Hogan  
3806 South Casper Drive  
New Berlin, WI

SUBJECT: City of New Berlin Building Assessment

Dear Dan:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of New Berlin (Client).

This proposal is for the City of New Berlin Building Assessments (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project consists of the complete assessment of the mechanical, electrical and architectural features and equipment for the New Berlin Safety Building, located at 16300 W National Ave and the New Berlin Public Library, located at 15105 W Library Ln.

For this Project, GRAEF proposes to provide the following Basic Services:

- A survey of the mechanical systems, their current age and location within the building including photos of the systems.
- Thermal imaging of the building for heat loss and insulation deficiencies.
- A survey of major electrical components, their age, location and capacity, Photos of the system.
- Assess the life safety components of the building and provide recommendations, maintenance or replacement priorities.
- Assess the building envelope to determine the condition of the exterior including the roofing, windows, doors, brick work, fascia, soffits, and insulation and provide recommendations, maintenance or replacement priorities.
- Review contemplated facility improvement plans provided by the City to determine their impact on mechanical systems.
- Provide a separate assessment document for each building identifying the area or mechanical system assessed and present the findings on its current condition, possible maintenance or replacement recommendations. This shall include photos of each piece of major equipment and photos of each area of concern or area found to be deficient shall be included.
- Attend up to (4) four meetings with the City.
- The deliverable shall include two hard copies and one electronic copy.



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GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

GRAEF can provide the following Additional Services for additional compensation as detailed below:

- Design of repairs, replacement, or expansion of facilities or systems.
- Engage a contractor to provide probable cost of construction for maintenance repairs, or construction.
- Condition assessment of additional buildings and systems.

It is our understanding that you will provide the following services, items and/or information:

- Mechanical, electrical, and plumbing plans on file with the City in electronic form.
- Site Plans on file with the City in electronic form.
- Access to the buildings and facilities staff as needed to perform the Basic Services described above.

You agree to compensate GRAEF for all basic services noted above a lump sum of \$30,000. This fee includes a \$5,000 allowance for GRAEF to hire a consultant for thermal imaging.

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed.



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To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this critical project. Please call us at 414-266-9104 if you have any questions regarding this proposal.

Sincerely,

**Graef-USA Inc.**

**Accepted by:  
City of New Berlin**

Samantha Bakke, P.E.  
Market Area Leader - MEP

\_\_\_\_\_  
(Signature)

Michael Paulos, PE  
Market Area Leader – Municipal | Principal

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

G:\Mkt\Proposals & SOQs\MIL\MUN\New Berlin, City of\_Building Assessments\_0525



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## Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on June 20, 2025 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of New Berlin (Client):

**Standard of Care:** GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

**Client Responsibilities:** Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

**Limitation of Liability:** Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

**Additional Services:** Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

**Collection Costs:** Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

**Invoicing & Payment:** GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

**Latent Conditions:** Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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## Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

**Insurance:** GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

**Instruments of Service:** All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

**Contractor Submittals:** The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

**Pricing Estimates:** Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

**Construction Observation:** Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

**Dispute Resolution:** GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

**No Assignment:** This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

**Governing Law:** This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

**Severance of Clauses:** In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

**Integrated Agreement:** The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.