

Here are our comments regarding the proposed agreement between the Village and Strand. Please note that we would have provided these comments in redline format for your easier review but only have a password-protected pdf of your proposed document and did not want to completely destroy your template formatting. So bear with us:

1. Under "Service Elements Not Included", #1, I would add "Unless caused by Engineer, any services during construction made necessary by..."
2. Under "Compensation" we ask that travel, postage, meals, copies and other items be charged to the Village at cost (not with a 10% markup).
3. "Standard of Care" before the beginning of the second sentence we would ask that you add "Except as expressly provided herein, Engineer makes no warranties..."
4. Under "Changes",
  - a. #1, please add "signed by both Engineer and Owner" to end of the paragraph.
  - b. #2, please delete the phrase "The fee established herein will not be exceeded without agreement by Owner" because it is covered in part 1 of that section, and part 1 requires it to be in writing. The remainder of that sentence should be changed to "Time delays, time extensions, amendments, or changes in the Scope of Services must be in writing signed by both Engineer and Owner."
5. We ask that the section titled "Termination" be revised to provide that "Either party may terminate without cause..." and strike the requirement "to meet and discuss the termination before the termination takes place." (although this will most certainly happen prior to any termination, we do not think it is an appropriate contract term)
6. "Contract Documents" and "Agency" are capitalized but undefined terms in the contract. We should clarify what is intended with these terms.

Thanks!  
LK

STAFFORD  
ROSENBAUM  
LLP

Larry A. Konopacki  
[lkonopacki@staffordlaw.com](mailto:lkonopacki@staffordlaw.com) | 608.259.2607 | Fax. 608.259.2600 |  
| 608.259.2637 Marjorie Irving – Legal Assistant |  
222 West Washington Avenue, Suite 900  
P.O. Box 1784 | Madison, Wisconsin 53701-1784  
[www.staffordlaw.com](http://www.staffordlaw.com) | [profile](#) | [vCard](#) | [Stafford Blogs](#)