

**Contract Amendment No. 2**

This Amendment revises the following Contract:

Title of Contract: Design and Construction Services for Artificial Turf Installation for Frame Park Baseball Diamond and Mindiola Soccer Field

Date of Contract: 1/7/2020

Parties to Contract: City of Waukesha and JSD Professional Services, Inc.

Project Name or brief description of the purpose of the contract: Design and Construction Services for Artificial Turf Installation for Frame Park Baseball Diamond and Mindiola Soccer Field

The Parties, for adequate and sufficient consideration received, agree that the above-described Contract is extended (if it has not yet expired) or renewed (if it has already expired), upon the following terms:

New expiration date: 12/31/23

1. Amend the Schedule A (attached) to update the scope of services as follows: Contract amendment would engage JSD to provide professional engineering and consultant services for the Design and Construction Phase, including tasks as identified in the attached Schedule A Scope of Work, relative to designing and providing construction administration for the development of a second full-sized artificial turf athletic field with LED field lighting at Mindiola Park. JSD provided similar services with the development of Mindiola Turf Field #1 and overall site master planning and has considerable working knowledge of the nature of the site (landfill considerations) and working effectively with WI DNR.  
In addition, JSD would coordinate the geotechnical subconsultant, the fee for which is included in the proposal attached. An estimated fee for geotechnical construction services and an allowance for 10 tests based on the previous field project has been included and will be adjusted when the geotechnical scope is finalized for testing and construction. Included estimated geotechnical construction and testing services: \$4,250.
2. Payment. The City shall pay to the consultant \$61,950.00 for this phase for a revised contract amount of \$261,570.00.

All terms and conditions of the above-described Contract remain the same and in effect, except as specifically amended above. This Addendum is incorporated into the Contract, and incorporates the Contract by reference. Any conflict between this Addendum and the Contract shall be resolved in favor of this Addendum.

Date of this Addendum: 10/18/22

**City of Waukesha**

\_\_\_\_\_  
Shawn N. Reilly, Mayor

\_\_\_\_\_  
Gina L. Kozlik, City Clerk-Treasurer

\_\_\_\_\_  
Joseph P. Ciarro, Finance Director

**JSD Professional Services, Inc.**

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title \_\_\_\_\_



Milwaukee Regional Office  
W238 N1610 Busse Road, Suite 100  
Waukesha, WI 53188  
262.513.0666

**Contract Amendment No. 2**

Project: **Frame-Mindiola Parks, Mindiola Artificial Turf Field II, Waukesha, WI**  
Client: City of Waukesha Parks, Recreation & Forestry  
Contact: Ron Grall, Director  
Address: 1900 Aviation Drive, Waukesha, WI 53188  
Date: July 22, 2022 – REVISED August 25, 2022  
CC: Project File

**JSD Project Manager:  
Justin L. Johnson, P.E.**


**Description of Change:**

JSD to provide professional engineering and consultant services for the Design and Construction Phase, including tasks as identified in the attached Schedule A Scope of Work and itemized proposal, relative to designing and providing construction administration for a proposed second artificial turf athletic field at Mindiola Park. JSD to coordinate the geotechnical subconsultant, the fee for which is included below and proposal attached. An estimated fee for geotechnical construction services and an allowance for 10 tests based on the previous field project has been included and will be adjusted when the geotechnical scope is finalized for testing and construction. Included estimated geotechnical construction and testing services: \$4,250.

**Contract Modification:**

Original Contract Amount:	\$106,020.00	Original Contract Duration:	n/a
Previous Change Orders:	\$ 93,600.00	Previous Duration Changes:	n/a
This Change Order:	\$ 61,950.00	This Duration Change Order:	n/a
<b>Revised Contract Amount:</b>	<b>\$ 261,570.00</b>	<b>Revised Completion Date:</b>	<b>n/a</b>

**Approvals:**

By: 	By: _____
Name: <u>Justin L. Johnson, P.E.</u> JSD Authorized Representative	Name: _____ Client Authorized Representative
Title: <u>Associate</u>	Title: _____
Date: <u>August 12, 2022</u>	Date: _____

# PROPOSAL

## Professional Consulting Services

### Mindiola Field II

Waukesha, Wisconsin

JSD Project No. 21-10640

Date: August 18, 2022 REV 8-25-2022

Prepared for: City of Waukesha **(the “Client”)**  
Parks, Recreation & Forestry Department  
Attn: Ron Grall, Director  
1900 Aviation Drive  
Waukesha, WI 53188

- LAND SURVEYING & MAPPING
- CONSULTING
- SUBCONSULTANT COORDINATION
- ENVIRONMENTAL
- PLANNING
- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- LANDSCAPE ARCHITECTURE
- CONSTRUCTION SERVICES



## SCOPE OF WORK

Our understanding of the scope of work is based on our discussions as it relates to the additional work at Mindiola Park in Waukesha, Wisconsin, to create a second artificial turf soccer field. JSD will provide professional planning, engineering, and subconsultant geotechnical services for the additional scope.

We understand the project will generally follow the concept plan review, design development, City of Waukesha Application for Development Review, and final documents review for approvals.

The scope of work for these items is described in the following tasks:

### **CONSULTING SERVICES** -----

#### **TASK 1.0 PROJECT COORDINATION AND MEETINGS**

JSD will work with the Project Team and appropriate jurisdictional authorities to provide support during the due diligence, design, review, and approval process. JSD anticipates the following meetings:

- One (1) City Staff Kick-off Meeting and Site Visit
- One (1) Parks, Recreation & Forestry Meeting
- One (1) Public Information Meeting
- One (1) Common Council Meeting

JSD will prepare and provide exhibits and presentation materials for each meeting. Additional meeting attendance and/or project coordination services as requested will be provided on a time and materials basis.

#### **TASK 1.1 PUBLIC MEETINGS**

JSD anticipates two (2) public meetings related to this project as follows:

- One (1) City of Waukesha Public Information Meeting
- One (1) Parks, Recreation, and Forest Meeting

#### **TASK 1.2 LANDFILL COORDINATION**

JSD will work closely with the City's landfill engineer, Foth, and the WI DNR regarding the design of the Mindiola Park facility. We will review existing plans and reports provided to confirm our design decisions and considerations.

## SUBCONSULTANT SERVICES -----

### **TASK 2.0 GEOTECHNICAL COORDINATION AND LAYOUT**

JSD will coordinate and contract with a Geotechnical Firm for the subsurface exploration (borings) effort required for the existing facilities. We will coordinate the boring layout with the chosen Geotechnical Firm and stake the approximate boring locations in the field. The selected Geotechnical Firm will determine final boring locations. This information is essential to the longevity of these planned improvements.

### **TASK 2.1 ATHLETIC FIELD LIGHTING COORDINATION**

JSD will coordinate plans and locations for new field lighting with the chosen athletic field lighting consultant/vendor and contractor.

## CIVIL ENGINEERING SERVICES -----

### **TASK 3.0 MUNICIPAL SUBMITTAL**

#### **Site Plan**

We will refine the Site Plan, as needed, to include the artificial turf field, fencing, concrete pavement, light pole locations, and dimensioning.

#### **Grading and Drainage Plan**

JSD will prepare a Grading and Drainage Plan designed in accordance with applicable local and state stormwater requirements. The Grading and Drainage Plan will include existing and proposed contours to a 1-foot interval, direction of flow arrows, and representative proposed spot grades to finished grade.

#### **Erosion Control Plan**

An Erosion Control Plan will be prepared showing design erosion and sedimentation control measures in accordance with WDNR Technical Standards. Existing and proposed contours will be depicted indicating surface elevation (1-foot interval).

#### **Earthwork Analysis**

JSD will perform an earthwork analysis (cut/fill) based upon the preliminary grading plan, pavement thicknesses and field cross section for cost estimating purposes. We anticipate providing one iteration based upon review comments.

#### **Utility Plan**

JSD will prepare a Utility Plan, which will include existing utilities and the size and location of proposed storm sewer systems for cost estimating purposes and review by the municipality.

#### **Details and Notes**

General specification notes for earthwork, asphaltic concrete paving and site utilities will be included on the Detail and Notes Sheet along with applicable construction details.

### **TASK 3.1 PERMITS - PRIVATE IMPROVEMENTS**

The following permit applications will be prepared and submitted on your behalf as part of this task:

- City of Waukesha Erosion Control and Stormwater Management Permit Application
- WDNR Application for Project Permits - Notice of Intent (NOI) to obtain Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit coverage as anticipated site disturbance is greater than one acre.

### **TASK 3.2 STORMWATER MANAGEMENT PLAN**

Based on our discussions with the City and WDNR, stormwater management is not expected to be required for this project, and as such, it is not included in this scope of services. It is our understanding that the City views Artificial Fields as pervious and therefore installation of artificial fields would not trigger the City's stormwater management ordinance. The WDNR considers maintained lawn or grass areas as being developed and an alteration to that such as converting a field to an artificial field would be considered redevelopment and as such would not require stormwater management. A letter report will be prepared illustrating that there is no increase in impervious surface area as a result of this project.

### **TASK 3.3 CONSTRUCTION DRAWINGS and BID DOCUMENTS (Project Manual)**

JSD will provide construction drawings and specifications based on the selected design option for each site in the final design format. The following engineering documents will be submitted for review and comment:

- Project Manual (For Bidding)
- Existing Conditions/Topo Utility Survey and Map (Previously completed by JSD)
- Geotechnical Report (By Others)
- Site Layout Plan
- Grading & Erosion Control Plan
- Utility Plan (Storm Sewer Only)
- Lighting Plan (By Others)
- Construction Details
- Technical Specifications
- Construction Schedule

We will make minor revisions to the drawings following your review. JSD will provide a project manual using EJCDC (Engineers Joint Contract Documents Committee) format construction bidding documents for solicitation of bids and construction administration services. The EJCDC is a coalition of stakeholders in the project delivery process who have developed a set of engineering and construction contract documents with a specific focus on horizontal infrastructure in the United States. The template documents associated with EJCDC allow a proven framework that helps to manage / minimize the number of change orders and changes resulting from errors and omissions, while supporting the best interest of the Client and the Engineering Consultant.

**TASK 3.4 OPINION OF PROBABLE CONSTRUCTION COSTS**

JSD will provide a Preliminary Opinion of Probable Construction Costs at the 60% and 90% interval based on the engineering documents.

**CONSTRUCTION SERVICES** -----

**TASK 4.0 BIDDING ASSISTANCE**

JSD will assist in the preparation of the bid advertisement and bidding assistance during the bidding process. We will conduct a mandatory pre-bid meeting for interested bidders, respond to questions and clarifications during the bidding process, and assist the City issuing written Bid Addenda when needed. We will also compile a summary of our bid recommendations following the bid opening.

Additional assistance will be provided on a time and materials basis in accordance with JSD’s current Standard Rate Schedule (attached).

**TASK 4.1 CONSTRUCTION ADMINISTRATION**

Upon approval and award of the construction contract, and subsequent budget authorization, JSD will provide the following as part of this service.

- Initiate and attend a pre-construction meeting
- Review shop drawings, product data, and samples, making recommendations to Owner’s designated representative
- Prepare construction bulletins as needed
- Conduct bi-weekly construction meetings at each site and prepare meeting minutes
- Implement a QA/QC program to ensure final product as specified is achieved
- Prepare one (1) groundbreaking and one (1) construction progress community newsletter
- Monitor construction to ensure effective and timely adherence to the schedule. Work directly with the general contractor towards recovery of any schedule slippage.
- Provide construction observation to ensure that commissioning issues are addressed until acceptance by the Owner

**TASK 4.2 CONSTRUCTION OBSERVATION**

JSD will perform site visits only as requested. Each site visit will include a field review and preparation of a Site Observation Report (SOR) with associated photographs. Any additional design required during construction will be performed as an extra on a time and material basis.

## GENERAL PROJECT UNDERSTANDING

### CIVIL DESIGN

1. JSD shall be held harmless and does not warrant any deviations by the Owner/Contractor from the approved construction plans that may result in disciplinary actions by any or all regulatory agencies.
2. Drawings will be prepared in AutoCAD format and in conformance to the approved plan format of the City.
3. Owner/Contractor will be responsible for obtaining all necessary permits for site work and utility connections other than those listed in the scope of work.
4. Design services within the public right-of-way are not included in this scope of work.
5. This proposal does not include construction staking services.
6. While JSD attempts to provide a cost-effective approach to balance earthwork, grading design is based on many factors, including safety, aesthetics, and common engineering standard of care. Therefore, no guarantee can be made for a balanced site. Requested cut-fill graphics shall be considered out of scope.
7. This proposal does not include a Traffic Impact Analysis study or coordination thereof.
8. This proposal does not include structural design for retaining walls.
9. This proposal does not include analysis of offsite drainage or contributing areas outside the project limits.
10. Review or incorporation of LEED design and accreditation is not included in this scope of work.
11. Any changes to the design or drawings after submittal will be considered out of scope.
12. JSD takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items existing on the property.
13. This proposal does not include the following:
  - a. Assistance or attendance at public meetings, such as the neighborhood meeting, Planning Commission meeting, or Common Council meeting, unless listed in this proposal.
  - b. Design survey (Previously completed by JSD)
  - c. Review or incorporation of LEED design and accreditation.
  - d. Demolition/abandonment or relocation for electrical, communications, gas, and/or other private utilities.
  - e. Design services within the public right-of-way.
  - f. Design of on-site or off-site public utility services or extensions, plan & profiles, etc.
  - g. Traffic Impact Analysis study or coordination thereof.
  - h. Wetland Delineation and/or tree survey.
  - i. Permit application preparation other than those outlined in the scope of work, specifically design and permitting for grease interceptor systems.
  - j. Application and permit fees. Permit fees will be provided by the Client prior to submittal of applications. Note: JSD is required to pay DSPS and WDNR NOI application fees at the time of submittal. This cost will be submitted to the Client as a direct reimbursable expense with a 10% processing markup.



- k. Photometric design or plan coordination. (By others for field lighting)
- l. Structural design for retaining walls.
- m. Construction staking services.
- n. Design of manufactured structural components (signage).
- o. Pond as-built surveys and/or certifications.
- p. Public/private utility design and record drawings.
- q. Formal cut-fill calculations and/or graphics.
- r. Building Design
- s. Parking Lot Design
- t. Utility Plan and Profiles
- u. Any services beyond those specifically discussed herein.

## **STORMWATER MANAGEMENT PLAN**

We do not anticipate any off-site stormwater analysis or regional detention modeling. Any additional off-site stormwater analysis and/or modeling requested by regulatory agencies or the facility owner will be considered out of scope.

## **CONSTRUCTION SERVICES**

1. Construction observation is not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow JSD, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract/Construction Documents. Based upon this general observation, JSD will inform the Client about the progress of the work.
2. JSD will not supervise, direct, or have control over any contractors' work, nor shall JSD have any responsibility for the construction means, methods, techniques, sequences, or procedures selected or performed by the Contractor or for the Contractor's safety procedures or programs in connection with the work. These responsibilities are solely by the Contractor in accordance with the Contract Documents.
3. JSD shall not be responsible for any Acts of Omissions by the Contractor, Subcontractor, any entity performing any portions of the work, or any of their agents, employees, or agencies. JSD does not guarantee the performance by the Contractor and shall not be responsible for the Contractor's failure to perform work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

## COSTS

Based upon our understanding of the scope of work and the above-described tasks, we will perform the professional services for a lump sum fee, unless denoted as time and materials, estimated as follows:

### CONSULTING SERVICES

<b>Task 1.0:</b>	<b>Project Coordination and Meetings</b>	<b>\$ 2,600.00</b>
<b>Task 1.1:</b>	<b>Public Meetings</b>	<b>\$ 1,000.00</b>
<b>Task 1.2:</b>	<b>Landfill Coordination</b>	<b>\$ 1,200.00</b>

### SUBCONSULTANT SERVICES

<b>Task 2.0:</b>	<b>Geotechnical Coordination and Layout</b>	
	<b>(See Attachment &amp; CA #2, Geotechnical construction services are estimated)</b>	<b>\$ 13,950.00</b>
<b>Task 2.1:</b>	<b>Athletic Field Lighting Coordination</b>	<b>\$ 600.00</b>

### CIVIL ENGINEERING SERVICES

<b>Task 3.0:</b>	<b>Municipal Submittal</b>	<b>\$ 12,000.00</b>
<b>Task 3.1:</b>	<b>Permits - Private Improvements</b>	<b>\$ 3,600.00</b>
<b>Task 3.2:</b>	<b>Stormwater Management Plan</b>	<b>\$ 3,600.00</b>
<b>Task 3.3:</b>	<b>Construction Drawings and Bid Documents (Project Manual)</b>	<b>\$ 7,200.00</b>
<b>Task 3.4:</b>	<b>Opinion of Probable Construction Costs</b>	<b>\$ 600.00</b>

### CONSTRUCTION SERVICES

<b>Task 4.0:</b>	<b>Bidding Assistance</b>	<b>\$ 2,400.00</b>
<b>Task 4.1:</b>	<b>Construction Administration</b>	<b>\$ 6,000.00</b>
<b>Task 4.2:</b>	<b>Construction Observation</b>	<b>\$ 7,200.00</b>

This cost estimate was developed based upon our understanding of the project as described in this proposal. Changes in the scope of work, performance time, changes to layout or land use, or unanticipated site conditions may require a modification of this amount. Revisions requested due to changes, including, but not limited to, site layout or plumbing after design has commenced, are considered extra services. After submittal to the municipality, JSD will provide revisions based on review comments by the municipality pertaining to technical discrepancies only. Any revisions requested due to review comments not relating to technical discrepancies are considered extra services. JSD cannot guarantee approval by any reviewing agency. Adjustments to the fee for extra services will be via Contract Amendment on a time and materials basis. All Contract Amendments and any increase in costs or fees over the amounts set forth above must be pre-approved by the Client in writing.

## AUTHORIZATION

Our services will be performed in accordance with the enclosed JSD Agreement for Professional Services upon acceptance of this proposal. Additional scope of services not included in this proposal will be agreed-upon by both parties, in writing, prior to proceeding. Invoice disputes must be made within 30 days of date of invoice.

Please indicate your acceptance of this proposal by signing and returning a copy of the attached JSD Agreement Professional Services Agreement to confirm our understanding of your needs and authorize us to proceed.

If you have any questions regarding this proposal or additional scope of services, please feel free to contact our office.

## **Schedule A**

### **Scope of Work**

#### **Design Development:**

Process for site design and development of final plans and specifications shall include the following:

1. Meet with City staff to discuss the needs/requirements of the artificial turf design at the site, and site's restrictions.
2. Mindiola Park is mostly located on a landfill. The Consultant shall work closely with the City's landfill engineer, Foth, regarding design. The Consultant shall also work closely with the WI DNR.
3. The Consultant shall hire a sub-consultant to do the necessary soil borings for the design including a soil boring report summarizing:
  - Location and methods for each sample
  - Strength, consolidation and bearing capacity of existing sub-surface
  - Presence of any unsuitable sub-grade materials
  - Structural recommendations for concrete footings for sports lighting and fencing
  - Diesel range organics (DRO), petroleum volatile organic compounds (PVOCs) and naphthalene
4. Develop plan to ensure compliance with City of Waukesha Stormwater Ordinance (Chapter 32) design requirements.
5. The consultant will have to coordinate with the sports lighting vendor and contractor.
6. Prepare a construction schedule for the project site.
7. Prepare Design Development drawings.
8. Collect and review Product Data and Material Samples. Prepare Outline Specifications, including the products, materials and finishes of each component or system.
9. The Consultant shall prepare a cost estimate for the project at 60% and 90% interval.
10. Prepare Exhibits and Presentation to present to the Public and City Commissions. This includes but not limited to presentation at the Parks, Recreation & Forestry Board, a Public Information Meeting and Common Council for approval.

#### **Construction Documents:**

1. Obtain required permits needed for the bidding of each project site. The consultant shall assist the City's landfill engineer, Foth in obtaining all necessary DNR permits and plan modifications for the soccer field proposed for the landfill.
2. Produce final drawings and specifications to be used to competitively bid and construct the improvements.

3. Revise and resubmit the Construction Drawing and Project Specifications, as may be required, to facilitate departmental approvals and permits at the local and State level.
4. Conduct a mandatory pre-bid meeting for interested bidders.
5. Respond to questions and clarifications during the bidding process. Assist the City issuing written Bid Addenda when needed.
6. Review the bids with the City.

**Construction Administration/Management:** Assist the City of Waukesha with construction administration/management services.

1. Review, respond, and process Shop Drawings, RFI's, CB's, Meeting minutes and Change Orders. Develop a method for tracking these reviews and approvals. Provide log updates as requested.
2. Attend bi-weekly (twice a month) construction meetings on the sites.
3. Implement a QA/QC program and ensure conformity to the highest intent of the construction documents.
4. Assist the City with regular communication updates on the Projects to the community.
5. Monitor all trade contractors and consultants to ensure effective and timely adherence to the schedule. Work directly with general contractor towards recovery of any schedule slippage ASAP.
6. Ensure that each contractor submits a site-specific safety plan and upholds the requirements of that plan.
7. Manage the completion of the punch lists to the satisfaction of the owner.
8. Provide on-site staff, to oversee the trade contractors to ensure that commissioning issues are addressed, until the owner take full acceptance of the system and its associated equipment.
9. Develop and maintain an effective program so all operating manuals, maintenance manuals, and any preventive maintenance data are delivered to the owner by the trade contractors.
10. Provide oversight that the trade contractor's complete formal owner training of all systems.
11. Coordinate delivery of all As-Builts in AutoCAD Civil 3D 2018 and pdf formats from the trade contractors to the owner.

**Project Timeline:**

1. The consultant will be approved by the Board of Public Works on \_\_\_\_\_.
2. The award of contract will be at the Common Council on \_\_\_\_\_.
3. Final Plans and Specifications for bidding of project scheduled for \_\_\_\_\_.
4. An anticipated construction Start of \_\_\_\_\_ with a completion date of \_\_\_\_\_.
5. Field will be scheduled for play in \_\_\_\_\_.



July 15, 2022

JSD Professional Services, Inc.  
W238 N1610 Busse Rd, Suite 100  
Waukesha, WI 53188

Attn: Mr. Kevin Byrne  
P: (262) 513-0666  
E: [kevin.byrne@jsdinc.com](mailto:kevin.byrne@jsdinc.com)

Re: Proposal for Geotechnical Engineering Services  
Proposed Artificial Turf Field  
Mindiola Park  
Waukesha, Wisconsin  
Terracon Proposal No. P58225141

Dear Mr. Byrne:

We appreciate the opportunity to submit this proposal to JSD Professional Services, Inc. (JSD) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Geotechnical Data
Exhibit E	Anticipated Exploration Plans

See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
**Terracon Consultants, Inc.**

Tyler J. Fugar, E.I.T.  
Staff Engineer

Paul J. Koszarek, P.E.  
Principal

Terracon Consultants, Inc. 9856 South 57<sup>th</sup> Street Franklin, Wisconsin  
P [414] 423 0255 F [414] 423 0566 [terracon.com](http://terracon.com)

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between JSD Inc (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the Mindiola Park project (“Project”), as described in Consultant’s Proposal dated 07/15/2022 (“Proposal”), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant’s services is described in the Proposal, including but not limited to the Scope of Services section (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant’s reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over Consultant’s employees who are engaged in the Services, and employer’s liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By: \_\_\_\_\_ Date: **7/15/2022**

Name/Title: **Paul J Koszarek / Department Manager**

Address: **9856 S 57th St**  
**Franklin, WI 53132-8680**

Phone: **(414) 423-0255** Fax: **(414) 423-0566**

Email: **Paul.Koszarek@terracon.com**

Client: **JSD Inc**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Kevin Byrne / Senior Landscape Architect**

Address: **W238 N1610 Busse Rd Ste 100**  
**Waukesha, WI 53188**

Phone: **(262) 513-0666** Fax: \_\_\_\_\_

Email: **kevin.byrne@jsdinc.com**

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by JSD and the expected site conditions summarized in the following tables.

### Site Location and Anticipated Conditions

Item	Description
<b>Site Locations</b>	The project is at Mindiola Park in Waukesha, Wisconsin. The site Latitude and Longitude is 43.0890 and -88.4741, respectively (See <b>Exhibit D</b> )
<b>Existing Improvements</b>	Existing landfill at Mindiola Park that has been capped and is now grass covered (assumed to be closed). An existing turf field is directly west of the site.
<b>Current Ground Cover</b>	Grass
<b>Existing Topography</b>	A topographic survey has not been provided; however, based on aerial imagery, the site is relatively flat.
<b>Site Access</b>	We expect that the site will be accessible to our ATV mounted drill rig.
<b>Expected Subsurface Conditions</b>	Terracon has previously completed work on this site. Based on the results of the previous exploration, it is anticipated that the soils will consist of existing fill down to depths ranging from 18 feet to greater than 30 feet. Construction debris and other deleterious materials may be encountered within the existing fill. It's anticipated that the existing fill will be underlain by water bearing native sandy silts and silty sands. It is anticipated that the proposed drilling locations are located within are unlined but capped landfills.

### Planned Construction

Item	Description
<b>Information Provided</b>	Site plans and RFP with the requested scope of services.
<b>Project Description</b>	It is our understanding that new artificial turf soccer fields are planned at Mindiola Park. It is anticipated that new field lighting will be installed at each corner of the field. Additionally, ancillary structures such as bleacher stands, storage shed, and maintenance shed are planned on the north and south end of the field.
<b>Maximum loads</b> (assumed)	<ul style="list-style-type: none"> <li>■ Columns: 30 kips</li> <li>■ Walls: continuous load bearing, 2 kips per linear foot (klf)</li> <li>■ Slabs: 100 pounds per square foot (psf)</li> </ul>



Item	Description
Grading/Slopes (assumed)	Less than 2 feet of cut and/or fill may be required to develop final grades.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

Number of Borings	Boring Depth (feet)	Planned Location
2	30 (or auger refusal)	Northeast and southeast corner of field, near ancillary structures
2	30 (or auger refusal)	Northwest and southwest corner of field
1	10 (or auger refusal)	Center of the proposed field

**Boring Layout and Elevations:** It is our understanding that the field boring layout will be completed by Terracon. Terracon will use a handheld GPS unit with approximately 20-foot accuracy. Surface elevations will be determined by plotting the borings on the topographic survey for the site, if available. If more accurate boring layout and elevations are required, then an additional fee will be applicable to subcontract a surveyor.

**Subsurface Exploration Procedures – Borings:** We will advance soil borings with an ATV track-mounted drill rig using hollow stem augers to the planned depth or auger refusal, whichever is shallower. Samples will be obtained at 2.5-foot intervals within the upper 10 feet and then every 5 feet afterward until boring termination. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. The borings will be terminated if auger refusal is encountered shallower than planned depths. Drilling/coring of rock is not included in our lump sum fee.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

### **Landfill Additional Boring Procedures:**

Due to the borings being completed on a former landfill at Mindiola Park, the following scope items have been added:

- 1) Review of cap maintenance plan or landfill closure report describing cap maintenance
- 2) A written execution plan addressed to the client for ultimate presentation to the City of Waukesha and Wisconsin DNR that will follow the cap maintenance plan
- 3) One meeting with the City of Waukesha or Wisconsin DNR to present the boring locations and execution plan to perform the borings;
- 4) Finalization of boring execution plan after comments by the City of Waukesha and Wisconsin DNR
- 5) Containerization of cuttings in 55 gallon drums (characterization and disposal of the cuttings by others);
- 6) Analytical testing (as requested in the RFP to include DRO, PVOC and Naphthalene) of soils from 0 to 4 feet at 5 of the borings completed on the landfill
- 7) Methane monitoring of the headspace surrounding the borings performed on the landfill
- 8) Backfill of the borings on the landfill with bentonite chips;

**Property Disturbance:** We considered that the sites and boring locations can be accessed using our track ATV-mounted drill rig. Terracon personnel will take reasonable measures to limit the amount of damage to the properties. However, rutting of the ground surface, damage to vegetation, and/or damage to the landscape is likely. Please note that our scope of services and fee do not include services associated with site clearing, wet ground conditions, or reparations to, or for, damage to the existing landscape, crops, and plants. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

We will backfill borings with bentonite chips upon completion. Our services do not include repair of the site beyond backfilling our boreholes and test pits. Cuttings from will be containerized in 55-gallon drums and kept at the site for characterization and disposal by others.

### **Laboratory Testing**

The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil strata, as necessary, for this project. These tests will include the following:

- Moisture Content
- Hand Penetrometer (clay soils only)

Our laboratory testing program also includes observation of recovered soil samples by an engineer and/or a geologist. Based on the texture and plasticity of the soil, we describe and classify samples in general accordance with the Unified Soil Classification System (USCS).

### **Safety**

Terracon is currently not aware of environmental concerns at the project sites that would create health or safety hazards associated with our field exploration program. Thus, Terracon's estimated fees include our exploration team using standard Personal Protection Equipment (PPE) for geotechnical drilling including hard hats, safety glasses, hearing protection, high visibility vests, and steel-toed boots. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling and/or sampling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Digger's Hotline. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. Terracon will subcontract a private utility locating firm to mark private utilities that may be present in the vicinity of our proposed boring locations. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

If there are any site restrictions or special site and/or exploration requirements, these should be made known to Terracon prior to commencement of field services.

### **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This

allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The report will include the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after completion drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommendations for site preparation for new playfields
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of slabs on grade
- Seismic site classification

It is anticipated that the design of the foundations for the light poles at Mindiola Park will be completed by the design build contractor. Therefore, recommendations for the foundations supporting these light poles has not been included.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project, and our planned Scope of Services our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Private Line Locating <sup>1</sup> , Laboratory Testing, Geotechnical Consulting & Reporting	\$6,900
Execution Plan, Project Management, Drumming of Cuttings, and Methane Monitoring	\$2,800
<b>Total</b>	<b>\$9,700</b>

1. It is understood that the client desires Terracon subcontract a private utility locating firm to mark privately owned utilities prior to drilling operations. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Additional Services not provided in the base fee above are shown below:

Task	Unit Fee
Analytical testing of soils from 0 to 4 feet (includes DRO, PVOC, and Naphthalene)	\$75/sample <sup>1</sup>
1. Quantity will be determined with project team prior to mobilizing for field work.	

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

## Project Schedule

Our schedule will be coordinated upon receipt of written notice to proceed. Starting the subsurface exploration will depend on the boring locations having been staked in the field, underground utilities having been located and marked, and weather and/or site conditions. Our subsurface exploration report would be submitted about two weeks after completion of field and laboratory services. Preliminary, verbal information can be provided upon request.

<i>GeoReport</i> Stage	Posting Date from Notice to Proceed <sup>1, 2</sup>
Project Planning	4 days
Site Characterization	10-15 days
Geotechnical Engineering	20-25 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport* website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport* website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**EXHIBIT D - SITE LOCATION and NEARBY GEOTECHNICAL DATA**

Proposed Artificial Turf Field ■ Waukesha, Wisconsin

July 15, 2022 ■ Terracon Proposal No. P58225141

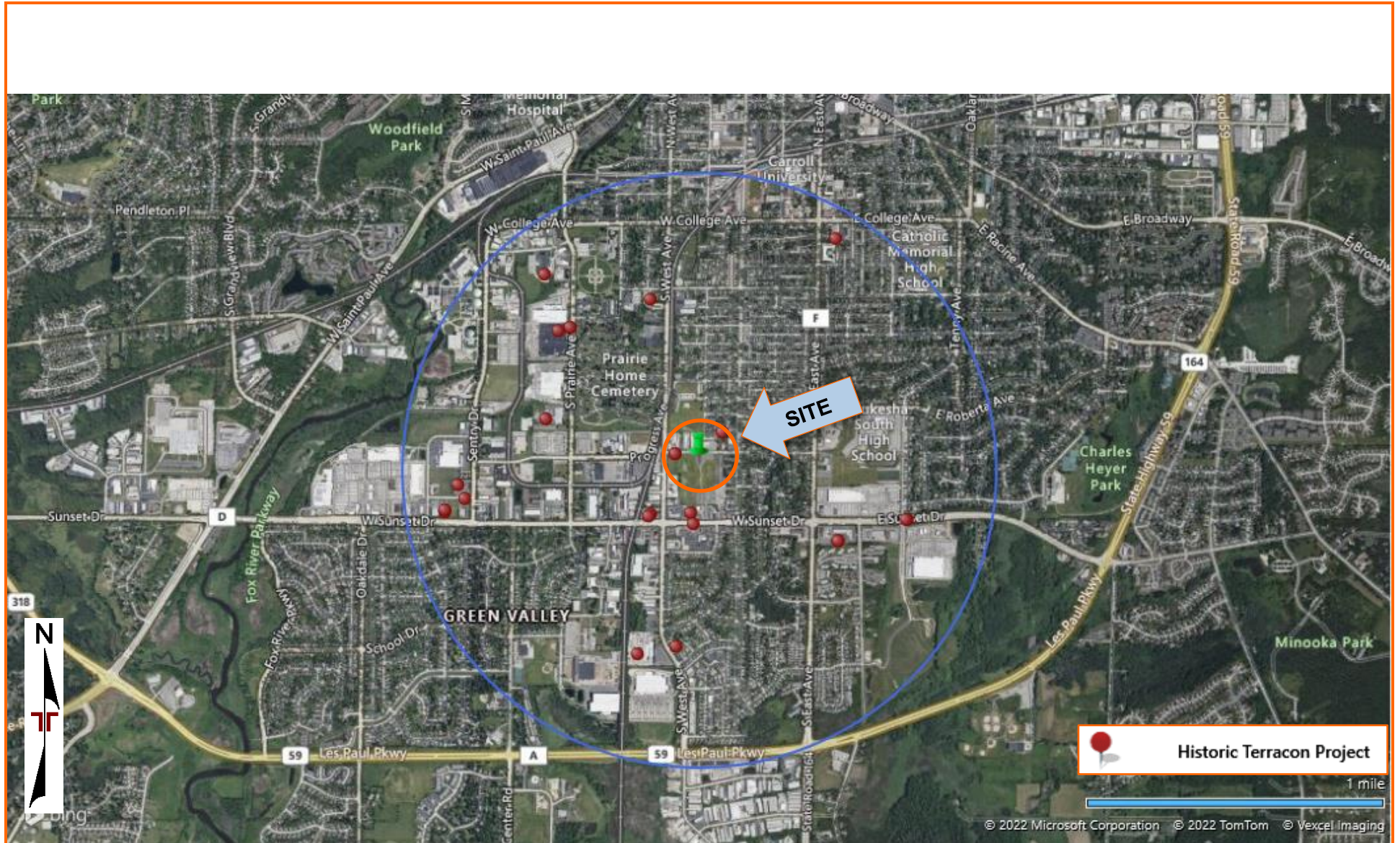


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**EXHIBIT E - ANTICIPATED EXPLORATION PLAN**

Proposed Artificial Turf Field ■ Waukesha, Wisconsin

July 15, 2022 ■ Terracon Proposal No. P58225141



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS