

**THE SIGMA GROUP, INC.
SERVICES AGREEMENT**

Project Reference No. 16244

THIS AGREEMENT is entered into on this 30th day of June 2016 by and between The Sigma Group, Inc. (hereinafter called "Sigma") and The City of Waukesha (hereinafter called the "Client").

W I T N E S S E T H:

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Site.

"Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

2. Services.

(a) Services. Services mean those services to be performed by Sigma pursuant to Agreement. The scope of the Services is set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control. (b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

(c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

(d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

(e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state or local regulatory agency concerning the Services without obtaining the prior consent of Client.

(f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief; apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

(g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

3. Contract Time.

Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.

4. Alterations of Instruments of Service.

Client agrees that designs, plans, specifications, reports, and similar documents prepared by Consultant are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Consultant. Client warrants that Consultant's instruments of service will be used only and exactly as submitted by Consultant. Accordingly, Client shall waive any claim against Consultant, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from unauthorized alteration of Consultant's instruments of service by Client, its employees, agents and contractors. Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Compensation and Payment.

(a) Compensation. Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee, time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

(b) Payments. Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges therefore. Payments shall be due and owing upon Client's receipt of each invoice. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

6. Change in Services.

Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services by a written change order. The change order shall set forth the change in services, compensation for the change in services and an extension of time the Services.

7. Site Access, Information and Conditions.

(a) Site Access. Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

(b) Site and Other Information.

(i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

(ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

(iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

(iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

(c) Diggers Hotline. Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion by Sigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

(d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

8. Hazardous Materials.

(a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as

requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of Hazardous Wastes at the Site or the treatment, storage, transportation or disposition of the same.

(b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

9. No Third Party Reliance.

This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client shall not under any circumstances permit such reliance except with Consultant's express written consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including without limitation, any provision limiting Consultant's liability, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced.

10. Ownership of Instruments of Professional Service.

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, training materials and similar documents and materials (other than samples) prepared by or for Consultant as instruments of professional service are Consultant's property. Consultant shall retain these instruments of professional service for seven (7) years following submissions of final project deliverables, during which period Consultant's instruments of professional service will be made available for Client's review at any reasonable time.

11. Indemnification.

(a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

(b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the Services, but only to the extent caused by Sigma's breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

12. Limitation of Liability and Waiver of Consequential Damages. To the fullest permitted by law, Sigma's liability under this Agreement shall not exceed the limits of Sigma's insurance.

13. Insurance.

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

Worker's Compensation	Statutory
Employer's Liability:	\$1,000,000 per accident \$1,000,000 per employee (disease)
Commercial General Liability:	\$2,000,000 per occurrence
Bodily Injury and Property Damage: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 aggregate
Professional Liability Errors & Omissions: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 limit
Automobile Liability:	\$1,000,000 per occurrence

14. Suspension and Termination.

(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma's receipt of Client's written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) days when due or in the event of a Force Majeure condition, as prescribed in Section 15 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30) consecutive days, (ii) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma's performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days' written notice of Sigma's intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

15. Force Majeure.

Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma's reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God,

acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client's breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

16. Sigma As Independent Contractor.

Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

17. Assignment of Agreement.

Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

18. Subcontracts.

Sigma may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations to Client under this Agreement.

19. Survival of Obligations.

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

20. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Sigma. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

21. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

22. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

23. Governing Law.

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

24. Severability.

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

25. Reports and Ownership of Documents.

Upon payment in full to Sigma for all Services, Sigma shall furnish one (1) copy of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the

cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

26. Wisconsin Construction Lien Law.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SIGMA HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SIGMA, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SIGMA AGREES TO COOPERATE WITH CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

27. Counterparts.

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

28. Further Assurances.

Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

29. Dispute Resolution.

(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma's sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma's sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to either parties or the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma's preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma's right to arbitration.

(c) In no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

30. Testimony.

Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma's Services described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Firm: City of Waukesha _____

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

THE SIGMA GROUP, INC. _____

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

**EXHIBIT A
WORK AUTHORIZATION NO. 1**

Project Reference No.: 16244

This Work Authorization is entered into by and between The Sigma Group, Inc. ("Sigma") and The City of Waukesha ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated June 30, 2016 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: 901 Northview Road, Waukesha, WI

General Description of Basic Services.

Client hereby authorizes Sigma to perform and complete the following Service(s):

1. Those Services contained in Sigma's proposal dated May 13, 2016, which is attached hereto and incorporated herein by this reference# 16244.

2. _____

Compensation.

1. Construction Consulting Services	\$4,955
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

Other Terms. [Insert any other terms specific to the work authorization, i.e., dates of performance.]

1. _____

Firm: City of Waukesha

Signature: _____

Name (please print): _____

itle (please print): _____

Date: _____

THE SIGMA GROUP, INC.

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____