

## **Agreement**

### **Professional Services Agreement**

This agreement made this 14th day of April 2026, by and between, Martin Engineering, located at 5612 Columbia St, Duluth, Minnesota (herein known as 'Consultant'), and the City of Superior, a municipal corporation, through its Fire Department (herein known as 'City'). The parties to this Agreement shall be bound by the following terms and conditions.

#### **Scope**

Consultant services include, but are not limited to, all of the tasks, activities and requirements included in Exhibit A, "Scope of Services". By reference, Exhibit A is hereby incorporated into this Agreement but shall not in any way restrict the services provided by Consultant, nor prohibit the City from requesting other tasks or procedures germane to the Agreement. If there are other tasks identified by the City that are beyond the scope identified in Exhibit A, these will be considered extra services and can be added to this agreement by an amendment.

#### **Term**

The term of this agreement shall be from the date of the agreement through July 1, 2027, or until completion of the scope of work.

#### **Services and Fees**

Costs shall be full compensation for services performed or services rendered and for all labor, materials, supplies, equipment, incidentals, applicable taxes, fees and applicable expenses, necessary to complete the services for a not to exceed amount of four thousand dollars (\$4,000.00), attached Exhibit A and incorporated herein by reference. All other expenditures shall be the sole responsibility of the Consultant.

Changes to services and/or fees that are agreed to by both parties shall be acknowledged in an amendment signed by both parties.

#### **Payments**

Consultant may invoice the City of Superior on a monthly basis during the progress of the work for partial payment on account for work completed and accepted to date and shall not impose any penalties or interest for amounts invoiced. The invoice shall be itemized and, in a form satisfactory to the City, of expenses incurred in the previous period. The City shall pay agreed upon amounts within thirty (30) days of receipt.

#### **Insurance**

Consultant shall provide up-to-date, accurate professional liability information on Consultant's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Consultant shall furnish the City with an endorsement for earlier notice of cancellation and/or non-renewal and the Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Consultant shall not cancel or materially alter this coverage without prior written approval by the City. Consultant shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement and for 2 years after

final acceptance for the service.

Consultant and its subconsultants retained under the terms of this Agreement shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Contract.

It is hereby agreed and understood that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the agreement or listed below whichever is longer.

1. **PROFESSIONAL LIABILITY**

A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final acceptance for service/job

2. **GENERAL LIABILITY COVERAGE**

A. Commercial General Liability

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 personal liability and advertising injury
- (3) \$2,000,000 general aggregate
- (4) \$2,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (1) Premises and Operations Liability
- (2) Contractual Liability
- (3) Personal Injury
- (4) Explosion, collapse and underground coverage
- (5) Products/Completed Operations must be carried for 2 years after acceptance of completed work.
- (6) The general aggregate must apply separately to this project/location

3. **BUSINESS AUTOMOBILE COVERAGE**

A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident

B. Must cover liability for Symbol #1 - "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability.

4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

        A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease - Each Employee

5. **UMBRELLA LIABILITY** - Provide coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
  
6. **ADDITIONAL INSURANCE PROVISIONS**
  - A. Primary and Non-contributory requirement - all insurance must be primary and non-contributory to any insurance or self-insurance carried by City
  - B. Acceptability of Insurers - Insurance is to be placed with insurers who have an **A.M. Best** rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
  - C. **Additional Insured Requirements - The following must be named as additional insureds on the General Liability and Business Automobile liability coverage arising out of project work - City,** and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products - Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.
  - D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City.
  - E. Evidences of Insurance - Prior to execution of the agreement, the Consultant shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.
  - F. **Provide a waiver of subrogation in favor of the City for the workers' compensation and liability insurances.**

### **Agreement General Terms and Conditions**

1. **No Relationship.** Consultant understands and agrees that the relationship of Consultant and the City arising out of this agreement is that of a contracted service provider, not an employee or contracted employee of the City or any other entity within the municipality, and therefore, is not entitled to any benefits provided to employees of the City.
  
2. **Taxes.** Consultant will act as an independent contractor and will be responsible for all federal, state and local taxes arising in accordance with this contract, as well as any other taxes, fees or licensing expenses pertaining to these services.
  
3. **Confidentiality.** Consultant shall diligently protect the confidentiality of any information, documentation or communication received from the City that contains personal, financial or other information of a confidential nature, and shall not disclose said information to any other persons, organizations or entities without the expressed written approval of the City, except that Consultant may disclose confidential information that is reasonably necessary to defend itself in the event of a dispute. Nothing herein shall be

construed to conflict with the obligations under Wisconsin Public Records Law, Wis. Stat. §19.31, et. Seq.

4. **Qualifications.** By accepting this agreement, Consultant represents that they possess the necessary skills and qualifications to perform work under this agreement. Consultant will comply with all applicable local, state, and federal licensure requirements and will provide proof upon request.

5. **Legal Relations.** Recommendations, policies, procedures and other communications provided by the Consultant under this agreement will comply with all applicable laws, ordinances, rules and regulations promulgated and enforced by the City and any other proper authority having jurisdiction over the conduct of the operations of the City. The Consultant shall comply with and observe federal, state and local laws that may be applicable to the project. In carrying out provisions of this Agreement or exercising power or authority granted to the Consultant thereby, there shall be no personal liability to the City, it being understood that in such matters the City acts as representatives of the State. The Consultant is not an agent of the State.

6. **Assignment of Agreement.** The Consultant shall not subcontract, assign or transfer any part of this work to any other parties without the express written agreement of the City.

7. **Claims.** Claims, disputes and other matters in question arising from the performance of this contract shall be brought to the Chief of Fire for review and mutual resolution. If the parties cannot mutually resolve the matters in question, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute, or other matter in question has arisen. In no event shall a demand for mediation be made after the date when the institution of legal or equitable proceedings, based upon such a claim, dispute, or other matter in question would have been barred by an applicable statute of limitations.

8. **Ownership of Documents.** All drawings, specifications, renderings, models, approved copies, manuals and other such documents prepared by the Consultant or any party pursuant to this Agreement shall become the property of the City of Superior on completion and acceptance of any of the Consultant's work, or upon termination of the Agreement and upon payment with the terms of this Agreement, and shall be delivered to the City of Superior upon request.

9. **Indemnifications.** Consultant hereby agrees to indemnify, defend and hold harmless the City its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials,

officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Consultant employs other persons, firms, corporations or entities (subcontractor) or volunteers as part of the work covered by this Agreement, it shall be the consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

10. **Final Payment.** Prior to final payment, the Fire Department shall review project documents, recommendations, tasks and procedures, etc., and all other recommendations submitted by Consultant to determine the satisfaction thereof; it will be at the Fire Department's sole discretion when the final payment is made. Final payment will be made to Consultant within thirty (30) days of the City's acceptance of services as complete.

11. **Deficiencies.** Consultant shall not be entitled to payment for work found deficient or failing to conform to the requirements set forth in this agreement and is not entitled to further payments until corrected to the satisfaction of the Chief of Fire. The City will inform the Consultant of any deficiencies and/or items that do not conform to this agreement within thirty (30) days of receipt.

12. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other. In the event of termination, Consultant shall be paid for services performed to termination date. The results of the work by Consultant shall immediately be turned over to the City of Superior and is a condition of final payment.

13. **Warranty of Documents.** The City, its representatives, employees, and agents make no representations of the accuracy of documents, drawings, procedures, etc., provided to Consultant under this Agreement, and shall not be held liable for the inadequacy thereof. To the greatest extent possible, any document, drawing, procedure, etc., provided by the City for the purposes of the project that cannot be utilized as reliable information by the Consultant shall be noted as such by the City in the transmittal of the material.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes all other written and oral agreements between the parties with respect to such matters.

15. **Modification.** This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

16. **Force Majeure.** Each party shall be excused from any breach of this Agreement which is caused by war, strike, act of Nature or other similar circumstances normally deemed outside the control of well-managed businesses.

17. **Governing Law.** The Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Wisconsin.

18. **Headings and Captions.** Headings and Captions appear solely for convenience of reference. Such headings and captions are not part of this agreement and shall not be used to construe it.

19. **Validity.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. **Integrated Agreement.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

21. **Safety And Security.** The Consultant shall at all times perform in a safe and workmanlike manner to avoid injury or damage to any person or property. The Consultant shall comply with applicable requirements and specifications relating to the safety, health and sanitation measures applicable to the project. The Consultant shall exercise the applicable necessary precautions for the safety of its employees, and be in compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations. Including, but not limited to, the Wisconsin Labor Code, The U.S. Department of Transportation Omnibus Transportation Employee Testing Act, and OSHA standards.

The Consultant shall provide its employees with all necessary safeguards, devices and protective equipment, including but not limited to adequate life protection and lifesaving equipment, and shall ensure the proper inspection and maintenance of safety measures are current and in compliance.

The City may halt progress on any project where appropriate safety measures and equipment are not being used or any safety regulations are not being followed. Services will not be permitted to resume until required safety provisions have been made and delays as a result of this provision will not be considered a basis for an increase in the Agreement price or an extension of the completion deadline.

22. **Standard of Care.** Consultant represents that it will perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same locality. To the extent Consultant's services do not meet this standard of care; Consultant shall re-perform its work at no cost to the City.

23. **Appropriation.** State and/or Federal funds may be used to fund all or part of this Agreement. Allowances detailed in the Project scope shall be awarded at the City's discretion, and is subject to available funding, project progress and other terms and conditions as identified by the City. The City will not be held liable for any damages incurred due to changes in State or Federal funding, including (but not limited to) a reduction, delay, or cancellation of the project.

24. **Non-Discrimination.** Upon execution of this Agreement, Contractor agrees as follows: Contractor and all Subcontractors do not discriminate against any employee, applicant for employment, independent contractor, or any other persons because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

25. **Authority.** The Consultant represents that it has the authority to enter into this Agreement. If the Consultant is not an individual, the person(s) signing on behalf of the Consultant represents and warrants that they have been duly authorized to bind the Consultant and sign this Agreement on the Consultant's behalf.

The parties intending to be legally bound have executed this agreement on the day and year set forth above.

Signatures

Company: Martin Engineering  
Address: 5612 Columbia St, Duluth, MN 55807  
Phone: 218-348-6096

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

ATTEST: CITY OF SUPERIOR, WISCONSIN

\_\_\_\_\_  
Jim Paine, Mayor

\_\_\_\_\_  
Heidi Blunt, City Clerk

\_\_\_\_\_  
Nicholas Rhinehart, Finance Director

\_\_\_\_\_  
Frog Prell, City Attorney

Provision has been made to  
pay the liability that will  
accrue under this contract.

\*Approved by Superior Common Council on April 14, 2026

# MARTIN ENGINEERING & SURVEYING LLC

5612 Columbia St  
Duluth, MN 55807

Date: March 11, 2026

## Project Proposal

Construction Staking Services  
City of Superior  
North End Fire Station #2  
Superior, WI

Description	Units	Quantity	Unit Price	AMOUNT
Building Layout	Lump Sum	1.00	\$ 4,000.00	\$ 4,000.00
			<b>TOTAL</b>	<b>\$ 4,000.00</b>

**Items included in the buiding layout bid proposal**

- Set 6 project benchmarks
- Stake building corners with offsets for excavation
- Stake building corners with offsets for footing layout
- Stake 8 gridlines with offsets

**Notes:**

**This proposal does not include the cost of a performance bond.**

**48 hour notice is required before any staking is to take place.**

**This proposal is based on the contractors ability to obtain the electronic file for this project**

**This proposal is based on being supplied with adequate horizontal and vertical control points**

If you have any questions concerning this proposal contact Kurtis Martin at 218-348-6096. [kmartin@martinengineering.us](mailto:kmartin@martinengineering.us)