**ARTICLE I - ACCEPTANCE:** CONSULTANT SHALL ACCEPT THIS ORDER AND THE CONTRACT CREATED THEREBY (THE "PURCHASE ORDER") BY COMMENCEMENT OF ANY SERVICES OR DELIVERY OF ANY DOCUMENTS, SKETCHES, CORRESPONDENCE OR PLANS TO BUYER.

**ARTICLE II - WORK:**

(a) Consultant shall furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete the Work specified on the face hereof.

(b) The Work shall be performed by the Consultant in a good and workmanlike manner strictly in accordance with the Buyer's requirements.

(c) Consultant acknowledges that it has reviewed the requirements which are fully adequate to allow Consultant to complete the Work.

(d) Consultant acknowledges that it is familiar with all conditions relating to the Work and the Site and with all other matters and conditions which could affect the performance of the Purchase Order and Consultant assumes all risks with regard thereto.

**ARTICLE III - TIME OF COMMENCEMENT AND COMPLETION:**

(a) The Consultant shall commence and complete the Work by the dated specified on the face hereof. TIME IS OF THE ESSENCE OF THIS CONTRACT. Consultant shall provide the materials, equipment and supervision necessary to perform the Work at such time and in such order and sequence as is required for the best possible progress of the work whenever such Work, or any part of it, becomes available, and under such circumstances as may exist from time to time.

(b) Should the Consultant be delayed in the prosecution of the Work by the act or fault of the Buyer, any other consultant or contractor retained by the Buyer or by any damage caused by fire, lightning, earthquake, cyclone or for any other causes shown to the satisfaction of Buyer to be without fault or neglect of the Consultant, then the time for completion shall be extended for such reasonable period as Buyer shall determine. No such extension of time shall be allowed unless the Consultant gives the Buyer written notice of the delay and claim for extension of time within five (5) days of the occurrence thereof. The extension of time herein provided for shall be the Consultant's sole and exclusive remedy for any delay and Consultant shall have no claim for damages against the Buyer by reason thereof.

(c) Any and all additional costs involved due changes in the work not requested by Buyer shall be the responsibility of the Consultant and not that of the Buyer.

**ARTICLE IV- PURCHASE ORDER PRICE AND PAYMENTS:**

(a) Buyer shall pay Consultant for the full and complete performance of the Work, as specified on the face hereof.

(b) The Purchase Order Sum includes all taxes of every kind imposed, levied or assessed by any governmental authority and with respect to the Work, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Buyer, Consultant shall furnish satisfactory evidence of payment of such taxes.

(c) Unless otherwise specified on the face hereof, on or before the last day of each month, the Consultant shall submit to the Buyer an itemized progress statement showing the amount of labor and materials incorporated in the Work completed in that month. Buyer shall thereupon check such statement and, if found correct, the Buyer shall pay the Consultant one hundred (100%) percent of the amount thereof, less the aggregate of previous payments.

(d) Buyer shall have the right to withhold payment for incomplete or incorrect work not remedied. If any such deficiencies are not promptly corrected after written notice, Buyer may rectify same at Consultant's expense and deduct all costs and expenses incurred thereby from such withheld payments.

(e) If Consultant fails to pay when due any amounts of any kind or nature incurred by the Consultant in the performance of this Purchase Order, or if at any time there shall be evidence of any lien or claim against Buyer as a result of Consultant's operations, or if there shall be claims of Buyer or any other person against the Consultant, Buyer shall have the right to retain, out of any amount due or to become due to Consultant hereunder, an amount sufficient to completely indemnify Buyer against any such lien or claim, including attorneys' fees incurred by reason thereof.

(f) In the event of any dispute between Buyer and Consultant, Buyer shall be obligated to make all payments due to Consultant over which there is no good faith dispute and Consultant shall not, if it receives such payments, stop the Work or terminate the Purchase Order.

(g) No payment made under this Purchase Order, including final payment, shall be construed to be an acceptance of defective or improper workmanship or certificate of waiver of any claims by Buyer.

**ARTICLE V - CHANGES:**

(a) Buyer shall have the right, from time to time, to order additions to, omissions from, or any other changes in the character of the Work, such changes to be effective only upon written order of Buyer. Any adjustment to the Purchase Order Sum or to the time for completion of the Work shall be made in accordance with the applicable provisions of this Purchase Order and the unit price or other basis set forth on the face hereof or, in the absence thereof, on an agreed upon equitable basis.

(b) Failure to submit a proposal for an increase in the Purchase Order Sum or the Purchase Order Time within a reasonable period of time after a change, but in any event prior to commencing the changed work, shall conclusively establish that no adjustment in the Purchase Order Sum or Purchase Order Time is justified in respect of such change and any subsequent claims in respect thereof shall be barred.

(c) Consultant expressly waives the right to seek or recover damages based on or related to the cumulative impact of changes.

**ARTICLE VI - CONSULTANTS RESPONSIBILITY:**

(a) In the performance of its services under this Purchase Order, the Consultant shall exercise that degree of skill and care regularly and consistently exercised by professional engineering firms of comparable size, experience and ability practicing in similar fields. The Consultant shall be responsible to Buyer for loss, damage and expense suffered by Buyer which is directly attributable to the Consultant's failure to adhere to this standard, including the following:

i. The drawings and specifications containing conflicts, errors or omissions; violations of any laws or regulations; or variations from any decision or instruction from Buyer communicated in writing to Consultant;

ii. Buyer incurring any liability to separate contractors and/or third parties under any implied warranty of the Buyer, under law, that the construction drawings and specifications as prepared by the Consultant are sufficient to enable the construction of the Consultants portion of the Project.

iii. The Consultant’s portion of the Project being other than suitable and fit for use in site bidding and constructing and free of design deficiencies that materially and adversely affect such uses.

(b) If Buyer is a party to any litigation with respect to the Project (whether as a plaintiff, defendant or third party defendant), then Consultant agrees that it will not object to being joined in such action or, to the jurisdiction of the court in which the action is instituted (whether Consultant is named as a defendant or impleaded as a third party defendant) and to service of process by that Court provided that such litigation is pending in a court of competent subject matter jurisdiction; and Consultant waives any right to contest its joinder in such action on the grounds of improper personal jurisdiction or venue.

(c) The Consultant shall be responsible for the compliance of the drawings and specifications with all applicable laws and regulations, and in the performance of his services, the Consultant shall make an independent evaluation with regard to such laws and regulations, and shall verify the compliance of any materials and/or information provided to him by Buyer with all such laws and regulations.

(d) Buyer shall remain fully responsible for any liability arising out of any direction by Buyer to Consultant which, in Consultant's written opinion, is contrary to its professional advice and judgment, provided such written opinion shall be given by Consultant to Buyer prior to acting upon such direction by Buyer.

(e) The provisions of this Article VI shall survive the expiration or any termination of this Purchase Order, subject to any applicable statute of limitations.

**ARTICLE VII - INSURANCE:**

(a) Consultant shall maintain and pay for insurance coverage of the types and with the limits set forth on Schedule A attached hereto and incorporated herein by reference. Such coverage shall be maintained in form and with companies acceptable to Buyer and shall, notwithstanding the requirements of Schedule A meet the applicable requirements of any governmental authority having jurisdiction over the Work. Each policy of insurance shall name Buyer as additional named insured (except Worker's Compensation and Professional Liability) and shall provide for thirty (30) days' notice of cancellation to Buyer. Certificates evidencing such insurance shall be delivered to Buyer prior to commencing the Work.

(b) Consultant shall be responsible for any desired coverage against damage or loss to its own materials, facilities, equipment and similar items.

(c) Consultant waives all rights against Buyer for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

**ARTICLE VIII - INDEMNITY:**

(a) The Consultant agrees to and shall at all times indemnify, defend and hold harmless Buyer, and the agents and employees of Buyer, from all loss, cost, expense (including attorneys' fees), liability, injury, damage or death that may occur or be claimed by or in respect of any party or parties, including employees of the Consultant or of Buyer, or property, including the property of Buyer, occasioned by or resulting from:

i. any act or omission of the Consultant (including any engineer, consultant or professional retained by the Consultant) in the course of performance of the professional services under this Purchase Order which violates the standard of care specified in Article VI(a) hereof including, without limitation, the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, the giving of, or failure to give, directions or instructions by the Consultant, its employees, agents or subcontractors.

ii. any act or omission of Consultant (including any engineer, consultant or professional retained by the Consultant) resulting in injury or death to persons or damage or destruction of property.

(b) The provisions of this Article VIII shall survive the expiration or any termination of this Purchase Order, subject to any applicable statute of limitations.

**ARTICLE IX - TERMINATION:** Buyer may terminate this Purchase Order for its convenience and without cause upon two (2) days written notice to Consultant. In such event, the Consultant shall be paid for all Work properly completed as of the effective date of termination but Buyer shall not be liable for any damages or lost profit.

**ARTICLE X - DEFAULT:** If the Consultant (i) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the schedule; (ii) causes stoppage or delay of or interference with the Project; (iii) fails in the performance or observance of any of the provisions of this Purchase Order; or (iv) shall file a voluntary petition in bankruptcy; be adjudicated insolvent; obtain an order for relief under Section 301 of the Bankruptcy Code; file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief for debtors; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property; make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then Buyer, after giving the Consultant notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(a) Require the Consultant utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Consultant's default.

(b) Remedy the default by whatever means Buyer may deem necessary and appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for the purpose by Consultant) and deducting the cost thereof from any monies due or to become due to Consultant hereunder or through any other agreement that the Consultant may have entered into with any subsidiary, division, or affiliate of the Buyer.

(c) Terminate this Purchase Order without thereby waiving or releasing any rights or remedies against Consultant, and take possession of the Work, for the purposes of completing the Work and securing to Buyer the payment of its costs and other damages under the Purchase Order and for the breach thereof.

(d) Recover from Consultant all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees and other expenses suffered or incurred by Buyer by reason of or as a result of Consultant's default. The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**ARTICLE XI - MISCELLANEOUS:**

(a) The Consultant shall be as fully responsible to Buyer for the acts and omissions of its consultants, their agents and persons directly or indirectly employed by them, and other persons performing any of the work as it is for the acts and omissions of persons directly employed by Consultant.

(b) This Purchase Order shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

(c) This Purchase Order may be amended only by a written agreement executed by the party to be charged.

(d) This Purchase Order and the documents incorporated herein set forth the entire agreement between Buyer and the Consultant.

(e) Notwithstanding any actions, inaction, statement of Buyer or anything contained herein to the contrary, the Consultant shall be fully responsible for the health and safety of its consultants, their agents and persons directly or indirectly employed by them, and other persons performing any of the work.

(f) This Purchase Order shall be governed by the laws of the State of Wisconsin. Both the Consultant and the Buyer agree that any matter requiring decision of a court in connection with this Purchase Order shall only be submitted to courts of applicable jurisdiction and venue located within the County of Brown, State of Wisconsin or the U.S. District Court for the Eastern District of Wisconsin.

**ARTICLE XII.- OWNERSHIP OF DOCUMENTS:** Drawings, and Specifications developed by the Consultant as the work product under this agreement shall become the sole property of Buyer free and clear of any retention rights of the Consultant whether the Project for which they are made is developed or not. The Drawings and Specifications may not be used by the Consultant for other Buyers and/or Developers. The Consultant may retain original copies of the Drawings and Specifications. Buyer agrees to indemnify and hold harmless the Consultant from any liability arising out of the use of the Buyer's Drawings and Specifications on any other project unless the Consultant is retained or otherwise compensated for providing such services for such other project.

**ARTICLE XIII - CONFIDENTIAL INFORMATION:** In order that the Consultant may effectively fulfill its covenants and obligations under this agreement, it may be necessary or desirable for Buyer to disclose or cause disclosure of confidential or proprietary information to the Consultant pertaining to the Buyer's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Consultant shall instruct its employees and consultants to regard all information gained by each such person, as a result of services rendered hereunder, as information which is confidential and proprietary to Buyer and not to be disclosed to any organization or individual without the prior consent of Buyer.

**ARTICLE XIV - INTELLECTUAL PROPERTY**: Consultant will promptly and fully disclose in writing to Buyer all ideas and inventions, including improvements upon existing inventions or processes made or conceived by Consultant or its employees, solely or jointly with another or others, in performing work or providing services hereunder. All such ideas and invention shall be Buyer's sole and exclusive property. Any copyrightable subject matter produced hereunder shall be "work for hire" as defined by the U.S. Copyright Act.

**ARTICLE XV - COMPLIANCE WITH APPLICABLE LEGAL STANDARDS**: Consultant, and any goods or services supplied by Consultant, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation,

importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, immigration, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Consultant nor any of its sub-suppliers will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this Purchase Order.

(a) The Consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

(b) During the performance of this Order, the Consultant agrees to comply with all provisions of all local, state and federal immigration and labor laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, the Fair Labor Standards Act, as amended, and any successor statutes, laws, rules and regulations thereto (collectively, the "Immigration and Labor Laws"). Consultant agrees to indemnify, defend, and hold harmless Buyer and Buyer's customer from any and all liability, including fines, attorneys' fees and court costs, assessed against Buyer or Buyer's customer due to noncompliance with the Immigration and Labor Laws by Consultant or any of its sub-suppliers.

(c) Upon Buyer's request, Consultant will certify in writing its compliance with the foregoing. Consultant will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Consultant's noncompliance with this Article.

**ARTICLE XVI - OTHER BUYER'S CONSULTANTS:** Buyer reserves the right to (i) employ other consultants, at Buyer's sole cost and expense, to perform similar work as the Consultant for the Project; (ii) to employ such other Consultants without obtaining Consultant's approval; and (iii) the Consultant agrees to cooperate fully and to share information with the other Consultants.

**ARTICLE XVII - ASSIGNMENT AND SUBCONTRACTING**: Consultant may not assign this Purchase Order and my not delegate any portion of its performance hereunder unless Consultant first obtains Buyer's express written consent.

**ARTICLE XVIII - INDEPENDENT CONTRACTOR**: In performing the services hereunder, the Consultant is an independent contractor of Buyer and not an employee, agent or representative of Buyer or of any of its affiliates or subsidiaries for any purpose whatsoever. Consultant is not authorized to make any statements or representations on behalf of Buyer or its affiliates or subsidiaries without Buyer's prior written consent. Those performing services hereunder are not employees of Buyer and are not entitled to any of the benefits of the Buyer's employees. At all times those performing work or providing services hereunder are the employees or subcontractors of Consultant.

**ARTICLE IX - NOTICES:** Except as may otherwise expressly be provided, notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid [, (iv) fax][ or (v) electronic mail] to the party's address specified in the Purchase Order, or to the address that a party has notified to be that party's address for the purposes of this Article IX. A notice given in accordance with this Article will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt or the fifth business day following mailing.

**ARTICLE XX - CONSTRUCTION:** This Purchase Order shall not be construed more strictly against one party than the other, merely by virtue of that fact that it may have been prepared by counsel for one of the parties, it being recognized that both Consultant and Buyer have contributed substantially and materially to the preparation of this Purchase Order.

**ARTICLE XXI - COUNTERPARTS:** This Purchase Order may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Purchase Order, it shall not be necessary to produce or account for more than one such counterpart.

**ARTICLE XXII – DISPUTE RESOLUTION:**
Except as specifically provided for in paragraph (g) below, the parties intend to finally resolve all disputes arising under or related to this Purchase Order, exclusively as per this Article XXII. This Article shall remain effective even in event of any bankruptcy petition, an assignment for the benefit of creditors, or any insolvency proceeding.

(a) All disputes and claims relating to this Purchase Order or the breach, termination or invalidation thereof shall upon written notice, be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter. The party sending the first written notice (the "Initial Notice") shall (i) set forth in detail all of its claims or issues in dispute and (ii) designate a representative. The other party shall have 5 business days to designate its representative and add additional claims not identified in the Initial Notice. The representatives shall have 30 days from the date of the Initial Notice to resolve the identified issues. If they are unable to do so, either party may refer the matter to mediation through the American Arbitration Association (AAA). Such mediation shall be started within 30 days from the date of referral and concluded within 30 days from the start date.

(b) If the dispute or claim is not fully resolved pursuant to paragraph (b), either party may, after 90 days, but not later than 120 days from the date of the Initial Notice, make a written demand for binding arbitration through the AAA by one arbitrator in accordance with its commercial arbitration rules. Judgment on the award may be entered in any court of competent jurisdiction. A party's failure to make a timely demand for arbitration shall result in the forfeiture of all claims and issues that party identified in its written notice.

(c) Arbitration proceedings shall be conducted within Brown County, Wisconsin. Each party may depose one individual, limited to no longer than four hours. No other discovery shall be conducted except by the written agreement of both parties. All arbitration and/or mediation expenses shall be shared equally by the parties. However, each party shall bear the expense of its own counsel, witnesses, travel, and proofs. The arbitrator shall have no authority to award punitive or other damages beyond actual damages and shall not make any ruling or finding. The arbitration award shall be in writing and specify a factual and legal basis. The right to appeal the award shall be governed by Wisconsin law, and such appeal shall be brought in a court of general jurisdiction located in Brown County, Wisconsin.

(d) Either party may at any time, without inconsistency with this Purchase Order and only to avoid irreparable injury, seek from a court of general jurisdiction located in Brown County, Wisconsin any equitable, interim, or provisional relief.

(e) All statements made and documents provided or exchanged in connection with this dispute resolution process shall be confidential and neither party shall disclose the existence, content, or result of the dispute to third parties other than outside counsel, except with the prior written consent of the other party.

(f) The provisions of this Article shall not modify or displace the procedures specified in Article X, Default.

(g) This Article shall not apply to nor bar, any party's proprietary or intellectual property right claims.

**ARTICLE XXIII – SENSITIVE DATA; DATA PROTECTION:** If Consultant learns of any individual personal data owned or otherwise held by the Buyer as a result of performing under a Purchase Order ("Data"), Consultant agrees to use such Data, if at all, only to the extent required to perform its obligations under the Order, and to abide by the requirements of all federal, state and local laws that address the protection and/or use of such Data. Consultant must ensure compliance with data protection and cyber security requirements as established in the International Standard for Information Security (ISO 27001). This includes implementation of the necessary policies and procedures to safeguard protected information and data and imposing this requirement on Consultant's own vendors and contractors. Buyer reserves the right to audit Consultant's compliance and to terminate any Order for cause if Consultant is unable or fails to comply.

**SCHEDULE A**
**INSURANCE REQUIREMENTS**

Consultant shall, with respect to the Work, maintain and pay for the insurance coverages as listed below with minimum limits in the respective amounts indicated. All insurance required to be maintained shall be implemented as described in ARTICLE VII of the Terms and Conditions (Consultant), and, except for Workers Compensation and Professional Liability, include Buyer and the Owner as additional insured.

| | TYPE | MINIMUM LIMIT |
|---|---|---|
| (a) | **Workers Compensation** as required by Law. | Statutory |
| (b) | **Employers Liability**. The required Worker's Compensation Insurance shall extend to cover employers liability. | $1,000,000.00 |
| (c) | **General Liability** including: | $1,000,000.00 |
| | • **Comprehensive Form** | |
| | • **Premises - Operations** | |
| | • **Completed Operations** Liability | |
| | • **Products Liability** | |
| | • **Contractual Liability** for all liability assumed by the subcontractor | |
| | • **Broad Form Property Damage** | |
| | • **Independent Contractors** | |
| | • **Personal Injury** | |
| (d) | **Comprehensive Automobile Liability** including Contractor, Non-Owned and hired vehicles | $1,000,000.00 |
| (e) | **Excess Liability Umbrella Form** bodily injury and property damage combined. | $2,000,000.00 |
| (f) | **Professional Liability Insurance** (Errors & Omissions) | $3,000,000.00 |