

## **RIGHT OF WAY NEGOTIATING CONTRACT**

**Project I.D. 5678-00-03**

**CTH PF-US 12**

**(Pine Creek Bridge B-56-0239)**

**CTH W**

**Sauk County**

This is a Right of Way Negotiating Contract (Contract) between Sauk County (Client) and Jewell Associates Engineers, Inc. (Consultant) to provide negotiating services to the Client.

### **PROJECT DESCRIPTION:**

Jewell Associates Engineers, Inc. shall provide the right of way negotiations for two (2) parcels and conveyance of rights for two (2) parcels for the CTH W Bridge Replacement Project in Sauk County, WI.

### **SCOPE OF SERVICES:**

- **RIGHT OF WAY NEGOTATING SERVICES**

Jewell Associates Engineers, Inc. shall provide right of way negotiating services for the following parcels according to the right of way plat for the CTH W (I.D. 5678-00-03):

- a.) Parcel 1 and 2: Right of Way Negotiations
- b.) Parcel 100 and 200: Release of Rights
- c.) The scope of services shall include:
  - i. Assisting Sauk County with the acquisition capabilities statement.
  - ii. Preparing the sales study and assisting the Sauk County with the approval of the Sales study and nominal payment parcel report
  - iii. Offering Letter
  - iv. Statement to Construction Engineer
  - v. Negotiation Diary
  - vi. Signed Conveyance Documents by owner(s) and notarized.
  - vii. Signed Partial Release of Rights Document by lender and notarized (if required).
  - viii. Nominal Payment Parcel-Waiver of Appraisal or Donation-Waiver of Appraisal.
  - ix. Signed W-9 Form
  - x. Certification of Local Program Agency Summary Sheet
  - xi. Preparing all documents on correct forms
  - xii. Notify the Sauk County for acquisition reimbursements and distribution
  - xiii. Recording the of the documents at the Sauk County Register of Deeds Office.
  - xiv. Assisting Sauk County with submission of documents to WisDOT Program Manager.

- **Meetings**

This Contract includes one (1) project coordination meeting with Sauk County if necessary.

## **ASSUMPTIONS:**

This Contract is subject to the following assumptions/conditions:

1. This Contract does not include surveying.
2. This Contract does not include appraisal costs or services.
3. All recording fees and acquisition costs will be paid as extras by the Client.
4. This assumes the property owners are willing sellers and a one trip per parcel meeting will be held.
5. This contract does include all postage for certified mail as well as copies of all signed and approved documents to be delivered to the property owner.

## **ADDRESS CONFIRMATION:**

Client's billing address is: Mr. Patrick Gavinski, P.E., Commissioner, Sauk County Highway Department, P.O. Box 26, 620 STH 136, West Baraboo, WI 53913, Tel: (608) 355-4380, [patrick.gavinski@saukcountywi.gov](mailto:patrick.gavinski@saukcountywi.gov).

## **COMPENSATION:**

1. Compensation for services under this Contract will be a lump sum amount of **\$3,200.00**.
2. At a minimum, Jewell Associates Engineers, Inc. shall submit invoices monthly for Services and are due within 30 days. If payment in full is not received within 30 days from due date, the invoice will be deemed past due and will bear interest at 1.5% of the past due amount per month.
3. If the Client fails to make payment when due, any collection costs the Consultant incurs shall become immediately due and payable to the Consultant. The costs include, but are not limited to, legal fees, collection agency fees, and court costs.

## **TERMINATION:**

This contract may be terminated at any time upon seven (7) calendar days' written notice by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination.

## **TIMELINESS OF PERFORMANCE/DELAYS:**

The Consultant will perform services under this Contract with reasonable diligence and expediency consistent with sound professional practices. The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Contract, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

### **ATTORNEY'S FEES:**

In the event of any litigation arising or related to this Contract or the services provided hereunder, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.

### **CONSEQUENTIAL DAMAGES:**

Notwithstanding any other provision of this Contract, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants, shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

### **INDEMNIFICATION:**

The Client and Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the other party and the other party's officers, directors, partners, employees, agents, and subconsultants from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, arising out of or in any way connected with the performance of the services under this Contract, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the indemnifying party. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

### **DISPUTE RESOLUTION:**

Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Contract shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

#### **CLIENT**

\_\_\_\_\_  
Patrick Gavinski, Highway Commissioner  
Sauk County Highway Department

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

#### **CONSULTANT**

*Fred Gruber*  
Frederick Gruber, PE, PLS  
Jewell Associates Engineers, Inc.

Date: 6/23/2020