

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of October in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Sauk County
Land Resources and Environment Development
505 Broadway
Baraboo, WI 53913
Phone: 608-355-3245

and the Architect:
(Name, legal status, address and other information)

Ramaker & Associates, Inc.
855 Community Drive
Sauk City, WI 53583
Telephone Number: 608-643-4100

for the following Project:
(Name, location and detailed description)

Great Sauk Trail - Structural Evaluation of Retaining Walls - Prairie du Sac, WI (52957)

Ramaker will provide a structural evaluation of the retaining walls along Great Sauk Trail Corridor. The area to be evaluated is approximately 400 feet long in the Village of Prairie du Sac. The beginning address location of 540 Water Street and proceeding toward the North. Several different types of retaining walls exist along the length to be evaluated. Our structural evaluation will assess the material, condition, and general stability of the existing retaining walls. The structural evaluation report will include photos and approximate locations of the retaining wall, and will describe general recommendations or repairs, if needed, for the identified retaining walls.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

None at this time.

During the Evaluation Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a report of findings and other documents appropriate for the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A Fixed Fee of \$6,000.

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, without markup

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)


The term "Architect" shall be considered interchangeable with "Engineer" as it pertains to this agreement.

The attached Proposal for Professional Service submitted to Owner by Ramaker dated 9/16/2021 shall be incorporated into this agreement as an Exhibit.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Lisa Wilson, Director
(Printed name and title)



ARCHITECT *(Signature)*

Michael Pinske, Chief Operating Officer
(Printed name, title, and license number, if required)

STRUCTURAL EVALUATION

FOR RETAINING WALLS ALONG GREAT SAUK STATE TRAIL CORRIDOR

PROPOSAL FOR STRUCTURAL EVALUATION SERVICES

PREPARED FOR

SAUK COUNTY

ATTN: LISA WILSON



September 16, 2021

Sauk County
Land Resources and Environment Development
Attn: Lisa Wilson

**SUBJECT: RAMAKER PROPOSAL FOR ENGINEERING - STRUCTURAL EVALUATION AND
RECOMMENDATIONS FOR RETAINING WALL ALONG GREAT SAUK STATE TRAIL CORRIDOR IN THE
VILLAGE OF PRAIRIE DU SAC**

Lisa,

Ramaker is pleased to offer Engineering services for the retaining wall along the Great Sauk State Trail corridor in Prairie du Sac. Our firm thrives on the uniqueness of certain projects, and the opportunity to be involved in a piece of the Great Sauk State Trail excites us.

I understand the desire to have experts of the necessary services, while also keeping the consultant team to a minimum, which is where Ramaker stands above our competitors. We not only have Mechanical, Electrical, Plumbing and Structural design in-house, we can provide additional valuable services for the future of the trail corridor.

As Ramaker's Structural Service Group Leader with over 33 years of industry experience, I will personally be completing the structural evaluation and preparing the report. I understand the scope of the project and desired services will continue to evolve as each stage of the project advances, so I've tailored this proposal to highlight our unique capabilities to allow flexibility of services as the project progresses.

Our team of employee-owners work every day to achieve our mission of "enhancing the lives of clients and employee-owners." I look forward to putting our mission into action as Ramaker teams with Sauk County on this project!

As you review this proposal, if you have any questions, please don't hesitate to reach out.

Thank you,

- Jeff Zander

A handwritten signature in black ink, appearing to read "Jeff H Zander".

Jeffrey H. Zander, PE
MEP & Structural Service Group Leader

Table of Contents

| | |
|----------------------------------|----|
| 01. RAMAKER QUALIFICATIONS | 4 |
| 02. SCOPE OF SERVICES | 8 |
| 03. FEE & COMPENSATION | 10 |

An aerial photograph of a wide river with a bridge crossing it. The bridge has multiple lanes and is surrounded by greenery and some buildings. The sky is clear and blue. A large orange semi-transparent rectangle is overlaid on the upper left portion of the image, containing the text '02 RAMAKER QUALIFICATIONS'.

02

RAMAKER
QUALIFICATIONS

ABOUT RAMAKER

100% EMPLOYEE-OWNED SINCE 2007

Ramaker is a full-service architecture and engineering firm headquartered in Sauk City, Wisconsin. Our staff consists of architects, civil engineers, environmental engineers and scientists, geologists, MEP engineers, structural engineers, surveyors, and wetland scientists, as well as anthropologists and archaeologists.

Our core mission is to enhance the lives of our clients. We bring this to life by providing the best experience for clients and striving to go above-and-beyond what is expected. Our exceptional staff provides a personal touch while working both locally and nationally with companies of all sizes. With our current workforce of experienced architectural and engineering professionals, Ramaker is positioned to take client satisfaction to a new level.

THE RAMAKER DIFFERENCE

Our team of qualified and passionate professionals has worked on thousands of projects together and are able to complete your project in-house, regardless of the physical location of our staff. We utilize the most up-to-date software, allowing us to collaborate in real time across all locations.

Established //
1992

Business Organization //
S-Corporation

Headquarters //
855 Community Drive
Sauk City, WI 53583

Phone //
(608) 643-4100

Web //
ramaker.com

GO-TO CONTACT

JEFF ZANDER, PE

email // jzander@ramaker.com

direct // (608) 644-2236

cell // (608) 370-3390



115 employee-
owners

49 states in which our
staff is licensed

29 professionally
licensed staff

11 office locations
nationwide

STRUCTURAL ENGINEERING

The structural engineering team at Ramaker provides our clients with a full range of services in commercial, industrial, residential, and telecommunications sectors. Additionally, we perform investigations, evaluations, and structural designs for renovations on buildings built from the late 1800s to present day. This range of services gives us comprehensive knowledge and understanding of the various structural systems utilized during different eras of construction. Our broad depth of experience gives us unique insight into the behavior of various types of structures enabling us to provide efficient designs for both new construction and modifications to existing building structures and foundation systems.

We are committed to providing high-quality, professional service by collaborating with our clients to achieve the design that reflects their vision and exceeds their expectations. Our team is able to achieve this by using top structural analysis software and Building Information Modeling (BIM) technologies.



PROJECT LEAD

Jeff will lead our Structural Engineering efforts to complete the structural evaluation of the retaining walls along the Great Sauk State Trail in Prairie du Sac.



JEFFREY H. ZANDER, PE

MEP & Structural Service Group Leader

Jeff has over 33 years of experience as a Structural Engineer, and in his current role, is in charge of Ramaker's Structural and MEP Service Groups. He is proficient at managing projects ranging from small structural evaluations, to large-scale, multi-discipline developments. Clients have come to rely on his proven analytical skills and vast engineering experience.

Jeff's expertise includes providing detailed structural reports and structural calculations to our clients. His engineering experience ranges from the research, design and layout of structures to report writing. In addition to technical expertise, Jeff also offers abilities in the areas of project management, plan preparation, and quality assurance. He is effective at working with clients and technical teams providing information, advice and solutions to common and/or unique project issues. As a Project Manager, he has directed project design teams and is familiar with all aspects of project development.

RELEVANT EXPERIENCE

Vintage Brewing Co.
Sauk City, WI

Lodi Veterinary Care
Lodi, WI

Tools of Marketing
Sauk City, WI

6:8 Food Pantry
Sauk City, WI

Sanimax
Deforest, WI

Analyses for Telecom Towers
Nationwide

Dolphin Swim Academy
Cottage Grove, WI



An aerial photograph of a wide river with a bridge crossing it. The bridge has multiple lanes and is surrounded by greenery and some buildings on the banks. The sky is clear and blue.

02

SCOPE OF SERVICES



RAMAKER

SUMMARY OF SERVICES

For the evolution of this project, Ramaker will work as a team with the Sauk County Land Resources and Environment Department. We will collaborate closely with the County to address scope confirmation, project schedule, and report requirements.

Ramaker will provide a structural evaluation of the retaining walls along Great Sauk Trail Corridor. The area to be evaluated is approximately 400 feet long in the Village of Prairie du Sac. The beginning address location of 540 Water Street and proceeding toward the North. Several different types of retaining walls exist along the length to be evaluated. Our structural evaluation will assess the material, condition, and general stability of the existing retaining walls. The structural evaluation report will include photos and approximate locations of the retaining wall, and will describe general recommendations or repairs, if needed, for the identified retaining walls. No geotechnical report is included as part of the structural evaluation report.

As the project may evolve, Ramaker can essentially be a one-stop shop for Sauk County - we're a full-service architectural and engineering firm. Below is a summary of the services we can provide for the Sauk County Great Sauk State Trail corridor project.

PROVIDED BY SAUK COUNTY

- Detailed project description/instructions

SERVICES TO BE PROVIDED BY RAMAKER

- Structural Evaluation & Recommendations

OPTIONAL ADD-ON SERVICES

These services can also be addressed by Ramaker, as the project evolves or needs arise:

- Geotechnical Engineering
- Environmental Consulting
- Civil Engineering
- Master Planning

An aerial photograph of a wide river with a bridge crossing it. The bridge has multiple lanes and is surrounded by greenery and some buildings on the banks. The sky is clear and blue. A large, semi-transparent orange rectangle is overlaid on the upper part of the image, containing the text '03 FEE & COMPENSATION'.

03

FEE & COMPENSATION

RAMAKER PROPOSED SERVICES

ANTICIPATED FEE AMOUNTS

STRUCTURAL EVALUATION FIXED FEE

\$ 6,000

The Client shall be responsible for all taxes levied on services provided. Reimbursable expenses (reproductions, shipping, travel, meals, lodging, etc.) will be invoiced as incurred. Invoices on a percent complete basis plus expenses will be submitted monthly. The Client shall be responsible for all Regulatory Agency Fees. Upon proposal acceptance, we will execute an appropriate AIA Standard Agreement and proceed with project services upon your direction.



**THANK
YOU!**

FOR YOUR CONSIDERATION



855 Community Drive
Sauk City, WI 53583
(608) 643-4100
www.ramaker.com