

## PROFESSIONAL SERVICES AGREEMENT

**Project:** Great Sauk Trail Retaining Wall Analysis

**Client:** Sauk County Land Resources and Environment

**Client Address:** 505 Broadway, Baraboo, WI 53913

**Contact:** Lisa Wilson, Director

**Phone:** (608) 355-4830



### **Description of Services to be performed:**

#### **Scope of Work**

Jewell will perform a Preliminary Engineering Study to investigate alternative methods to repair and or replace the existing retaining walls located on the Great Sauk Trail. The area in question is behind the businesses on the east side of Water Street (USH 60) between the Ruth Culver Community Library and the STH 60 Wisconsin River Bridge.

#### **Survey**

Work will consist of performing a complete survey of the area between the trails and the back side of the buildings. This survey will show all topography, location of utilities, building corners and property lines, existing retaining walls and if accessible, lower-level elevations of all buildings. The survey will be used in determining the best approach to repair or replace the existing retaining walls. Depending on the outcome of the selected alternatives, survey will also develop what will be required for easements and or right of way for the construction of the new retaining wall.

#### **Soil Investigations**

Soil borings will be performed by American Engineering and Testing, Inc. (AET), a subcontractor to Jewell. AET will provide four soil boring spaced evenly throughout the project to a depth of approximately 30 feet deep. AET will provide Jewell with the boring logs, laboratory testing results, and their findings in a Geotechnical Report. This report will describe the characteristics of the soil and will be used by Jewell engineers to determine the proper retaining wall design for the conditions at the site.

#### **Engineering**

With the gathered information, Jewell engineers will develop up to three alternatives for the repair or replacement of the existing retaining wall. Engineering will be performed to establish design criteria for the walls to protect the existing buildings, stabilize the existing retained earth behind the buildings, determine the impact to utilities, and to provide a safe and attractive wall design next to the Great Sauk Trail. Jewell staff will also discuss the retaining wall with each individual building owner to be sure we know the extent of their buildings and how the retaining wall would impact each property.

Each alternative will be described in report form along with pros and cons of each. A preliminary cost budget will be provided for each alternative.

#### **Grant Opportunities**

Jewell will investigate any available grant opportunities to cover the cost of the final engineering plans and the cost of construction of the project. This will be included in the final report.

#### **Meetings**

Jewell is proposing three working meetings with Sauk County. The first meeting will be held after survey information and soil investigation work has been completed. The purpose of this meeting is to get direction from the County moving forward. The second meeting will be at the 90% point of the project to go over the conclusion of the work and incorporate any changes to the final product. The last meeting will be to review and discuss the final project report.

#### **Public Meeting**

We would also propose one public meeting to show and get input from the public on the alternatives after approval of the County.

**Building Owners Meeting**

We would also propose one Building Owners Meeting to show our proposed alternatives and discuss the construction process with the building owners. This will be a great time to discuss required easements and or right of way required to construct the project.

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**Assumptions:**

This agreement is subject to the following assumptions/conditions:

- Local permits for this project (zoning, building, etc.) will be obtained by the Client with information provided by the Consultant.
- All permit fees will be paid by the Client.
- Wisconsin State plan review fees are not part of this agreement.
- No Federal permits are anticipated for this project.
- Cultural, historic, archeological, or wetland assessment investigations or site remediation activities are not included.
- Cost of printing drawings and documents for bidding and construction are not part of this agreement.

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**Compensation for these services will be as follows:**

- ☐ Lump Sum: \$7,500.00 (Initial Survey and Property Owner Documentation)
- ☐ Lump Sum: \$8,940.00 (Soil Borings will be billed based on completed boring length, see attached Quote)
  
- ☐ Lump Sum: \$14,456.00 (Engineering/Coordination for Lots 1-7 Only)
- ☐ Lump Sum: \$24,810.00 (Engineering/Coordination for Lots from the Library to STH 60 Bridge)

Services will be billed monthly based on work completed to date, with invoices being due within 30 days of invoice date.

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**Schedule:**

Jewell will complete all services no later than December 31, 2022.

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The services described above will commence upon receipt of a signed copy of this Agreement, subject to all Terms and Conditions on reverse (second page).

Issued for:  
Jewell Associates Engineers, Inc.

By: Scott Whitsett \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Signature: Scott Whitsett \_\_\_\_\_

Date: June 13, 2022 \_\_\_\_\_

Accepted & Approved for:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## TERMS AND CONDITIONS

### HOURLY RATES:

|                            |           |
|----------------------------|-----------|
| Principal                  | \$225     |
| Senior Project Manager     | \$160     |
| Project Manager            | \$130     |
| Senior Engineer            | \$125     |
| Staff Engineer             | \$110     |
| Professional Land Surveyor | \$110     |
| Senior Survey Technician   | \$110     |
| Grant Specialist           | \$150     |
| Engineer-In-Training       | \$95      |
| Survey Technician          | \$95      |
| Senior CADD Technician     | \$110     |
| CADD Technician            | \$90      |
| Administrative/Clerical    | \$70      |
| Mileage                    | IRS Rates |

*\* Rates are subject to change as of 1/1/23*

### TERMINATION:

This Contract may be terminated at any time upon seven (7) calendar days' 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.

### 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 parties to this contract shall, to the fullest extent permitted by law,

indemnify and hold harmless the other parties to this contract, their officers, directors, partners, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, 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.

### OWNERSHIP OF INSTRUMENTS OF SERVICE:

All reports, drawings, specifications, computer files, field data, note and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

### 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.

If the basic services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be renegotiated.

### DELIVERY OF ELECTRONIC FILES:

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are

instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

### LIMITATION OF LIABILITY:

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$25,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

### 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.