



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form - modified)

NOW ON THIS 16 day of March, 2023, **Snyder & Associates, Inc.**,
5010 Voges Road, Madison, WI 53718, (hereinafter, Professional), and
Sauk County Land Resources and Environment
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Sauk County Farm Education Hub – Design and Engineering Services
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 60 days of the invoice date. Payments not paid within said 60 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 60th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. Upon execution of this Agreement, the Professional grants to Client a nonexclusive, assignable license to reproduce the Professional's Instruments of Service and/or copyrighted materials solely for purposes of designing, constructing, using, and maintaining the Project. This license includes the use of the Masterplan, topographic survey and all other documents produced as part of the Project, for future requests for proposals and/or requests for bids related to the masterplan developed by the Professional as part of this agreement.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
12. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
13. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
14. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Wisconsin.
15. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. In the event that legal action is necessary to enforce this agreement, Client is entitled to collect from Professional and Professional agrees to pay client any judgment of settlement sums due, plus reasonable attorney's fees, court costs and other expense incurred by Client for such collection action.
16. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A	Scope and Fee	Exhibit
Exhibit B	SUPPLEMENTAL STANDARD CLAUSES	Exhibit

SANK COUNTY (Client)
By: [Signature]
(Authorized agent)
BRENT R MILLER
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)
Michael L. Calkins
(Printed or typed signature)

Route executed copy to:

EXHIBIT A**SCOPE AND FEE****SAUK COUNTY FARM EDUCATION HUB - DESIGN AND ENGINEERING SERVICES
SAUK COUNTY, WISCONSIN**

CLIENT: Lisa Wilson, AICP/MPA
Land Resources and Environment Director
505 Broadway
Baraboo, WI 53913

**ENGINEER &
LANDSCAPE ARCHITECT:** Snyder & Associates, Inc.
Andy Meessmann, PLA
5010 Voges Road
Madison, Wisconsin 53718

PROJECT: Sauk County Farm Education Hub – Design and Engineering Services

DATE: 03/16/2023

TASK 1: SITE INVENTORY & OUTREACH**A. Project Kickoff Meeting:**

The Design Team will meet with the County (Owners) and stakeholders in-person to establish and confirm goals and objectives of the design of the Farm Education Hub. This meeting will also be an opportunity to review the project schedule, and confirm all existing project plans, maps, aerial photos, studies and related County materials are available.

We'll review the "Sauk County Farm Property Master Plan" as a team and confirm that our outlined approach and scope can fulfill or exceed the planning efforts and framework established in the plan. At this time meeting, we'll also tour the entirety of the County Farm site and examine the proposed 14-acres to be developed with this design effort.

B. Site Inventory & Analysis:

Our team will conduct a topographic survey with one-foot contours that includes all existing infrastructure, hardscape surfaces, above and below ground utilities, and trees with DBH of 6" or greater. A Digger's Locate will be called in to ensure all public utilities are located prior to this survey. A geotechnical and soil site inspection will be completed to confirm program elements such as structures and onsite site water treatment systems can be supported. All existing documentation that the County has, old aerials, and other online tools will be examined to ensure all past and present site features are understood. We will also perform a thorough site analysis and graphically portray and opportunities and constraints.

C. Schumacher Farm Tour and Meeting:

We've reached out and confirmed with the Schumacher Farm in Waunakee for an in-depth tour and question and answer session. Attended by the necessary stakeholders, designers, and County Farm leaders, this meeting will allow the entire project team to gain an understanding of a similar run farm facility. This opportunity will allow the stakeholders to gain an inside look at the programming, and operational requirements of a County run farm facility. This would also be a good opportunity to talk to Dane County staff on any "lessons learned" that we can apply to our design process.

D. Farm Education Hub Programming Plan Charrette:

The Design Team, Owners, and stakeholders will meet as a team to develop a programming framework for the Farm Education Hub. This will involve studying site connections, programming uses of the site (entirety of the 566-acre property) and detailed uses of the 14-acre entrance, seasonal uses and sequencing of spaces, maintenance, and visitor projections throughout the year. The goal is to gather as many ideas that might unfold on the site and create a programming plan that attempts to discover all possibilities and interactions that occur. The results are typically compiled in hand sketches, lists of uses and users, calendars, long-term phasing plans, and seasonal phasing plans.

E. Public Meeting:

If desired, the Owner will facilitate a public meeting with The Design Team's support to present a Programming Plan to the public. We'll review and revise any programming requirements with direction from the Owner at the conclusion of the meeting.

Task 1 Deliverables:

- Kickoff meeting and notes
- Topographic survey
- Site research documents
- Geotechnical investigation and report
- Soil test for POWTS
- Tour, coordination and meeting notes of Schumacher Farm
- Programming charrette sketches, drafts, and notes.
- Public meeting and notes

FEE FOR TASK 1**\$9,000.00**

TASK 2: CONCEPT DEVELOPMENT**A. Concept Designs:**

Our team will develop concept plans for the 14-acre Farm Education Hub that include layout and sizing for the proposed site amenities. Amenities for the site can include but are not limited to:

- Entry signage and gateway feature concepts
- Parking and driveway layouts
- Walking paths
- Directional and interpretive signage themes
- Conceptual lighting layout and design
- Signage and interpretive panel design and locations
- Community gardens
- Demonstration plots
- Prairie and native restoration areas
- Spacing for education/event building
- Outdoor learning space
- Memorial garden
- Stormwater management facilities

We will also provide appropriate phasing and costing information for the concepts. The phasing and cost information will be refined throughout the process to help develop an appropriate phasing plan that can occur over the scheduled period of improvements. Concept plans will include sketches, renderings, plan view diagrams, elevations, and precedent imagery to help illustrate the space and narrative of the project.

Site concept options for a golf club

B. Owner's Meeting:

A meeting will be held with the Owner to review the concept plans, phasing plans, costs, and alternatives. The plans will be reviewed and a concept plan will be selected.

C. Stakeholder Meeting:

A meeting will be held with stakeholders and Owners of the Farm Education Hub to review the selected concept design, goals and objectives and provide feedback.

D. Public Meeting:

A public meeting will be facilitated by the Owner to provide an opportunity for the community to review the concept design and provide input and comments. The Design Team will provide support at the meeting to answer questions and provide responses.

E. Owner's Meeting:

The Design Team will meet with the Owner to review the input from the public meeting and discuss the preferred design revisions for the final master plan.

Task 2 Deliverables:

- Concept designs
 - Plan renderings, sketches, diagrams, elevations, and precedent imagery
- Costs and phasing
- Two Owner's meetings and notes
- One Stakeholder meeting and notes
- One public meeting and notes

FEE FOR TASK 2**\$12,000.00**

TASK 3: MASTER PLAN**A. Prepare Master Plan and 3D models:**

Based on feedback and input from the previous task, our team will develop a master plan for the 14-acre Farm Education Hub. The design will include plan views, perspectives and 3D images to illustrate the design narrative. Design amenities and features within the Master Plan include all those listed and refined throughout the conceptual design of the project.

B. Cost Opinion:

A detailed cost opinion will be prepared which will be itemized to show a detailed cost for all improvements on the site.

C. Phasing:

A phasing plan will be created based upon discussions with the Owner on project priorities and funding.

D. Owner's Meeting:

The Design Team will meet with the Owner to review the master plan design and costs and provide input and direction.

E. Stakeholders Meeting:

The Design Team will present the Master Plan for the site to the stakeholder group for support and to address questions and comments.

F. Public Meeting:

A public meeting will be held by the Owner to present the final Master Plan to the community. The Design Team will attend and provide support to address comments and questions.

G. Final Master Plan and Report:

The Design Team will finalize the Master Plan documents. This includes the Master Plan, graphics, cost opinion and phasing. The documents will be compiled digitally into a PDF. A promotional 3'x5' print of the final design and any other requested printed graphics will also be included.

Task 3 Deliverables:

- Site master plan and supporting 3D and 2D graphics
- Cost opinion
- Phasing Plan
- One owner's meeting and notes
- One stakeholders meeting and notes
- One public meeting and notes
- Final Master Plan and Report
 - Includes any requested large or small scale format printing of plans and graphics

FEE FOR TASK 3**\$7,000.00**

TASK 4: CONSTRUCTION DRAWINGS AND SPECIFICATIONS

To create a buildable set of plans that allows staged development over a twenty-year time-frame, the plan drawings will include the layout for all site elements within the 14-acre Farm Education Hub. This will ensure that the Construction Drawings and Specifications created for this portion of work will consider the future development of the site.

Construction Drawings and Specifications for this task of work include the layout, design and details for:

- Entry drive
- Gateway/signage features at entry
- Parking area and necessary pathways for ADA compliance
- Directional and interpretive signage exhibit details
- Stormwater features
- Native habitat planting design construction

Construction drawings and documentation will be submitted and reviewed at the 60, 90, and 100 percent levels.

Drawings and documents will include the following:

- Notes for construction
- Demolition plans
- Site layout, dimensioning, grading, erosion, utility, and lighting plans
- Site details
- Stormwater feature design and permitting
- Landscape plans and details
- Phasing plan
- Specifications

Task 4 Deliverables:

- 100% County and Agency approved construction drawings and specifications ready for bidding
- Two review sets with comments (by Owner)
- Two in-person review meetings
- Permitting and approvals (permitting fees by Owner)
- Cost estimates

FEE FOR TASK 4	\$18,000.00
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PROPOSAL FEE

TASK 1: SITE INVENTORY	\$ 9,000.00
TASK 2: CONCEPT DEVELOPMENT	\$ 12,000.00
TASK 3: MASTER PLAN	\$ 7,000.00
TASK 4: CDS AND SPECS	\$ 18,000.00
	\$ 46,000.00

ADDITIONAL SERVICES

- Bidding
- Construction administration
- Client requested major revisions
- Franchise utility services, such as electrical, telephone, fiber optic and gas services
- Enclosure structures such as for trash and utility appurtenances
- Floodplain or FEMA requirements or submissions
- Permit fees
- Irrigation design
- LEED services
- Variance or rezoning petitions or Board of Adjustment submittals or annexation petitions
- Wetland delineation, or determination, or mitigation
- Structural design and/or calculations for site improvements including retaining walls, signs, swimming pools, etc.
- Vacation of any existing easements
- As-built documents
- Construction Staking
- Post Construction ALTA/Topographic/Utility Survey
- Erosion Control Inspections

Exhibit B

SUPPLEMENTAL STANDARD CLAUSES

Snyder & Associates, Inc. Professional Services Agreement

1. **Insurance.** During the term of this Agreement, Professional shall, at Professional's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Professional Liability limits:
\$2,000,000

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the Client as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Client. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

4. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

5. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, Client's liability shall be limited to the services authorized and satisfactorily

rendered by Professional through the date of termination as reflected by invoices timely submitted.

6. **Termination, Breach of Contract.** In the event of a breach of this contract by Professional, Client may, in its sole discretion, declare this contract to be terminated. Upon such termination, the Client shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

7. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

8. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.

9. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

10. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

11. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Client of any immunity, liability limitation or other protection available to the Client under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Client shall apply unless the Client elects otherwise.

12. **Open Records Law Compliance.** Professional understands and agrees that, because Client is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Professional and/or the Client. Professional agrees to fully comply with such laws, and to cooperate with Client in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Client or others upon the request of Client. Compliance and cooperation of Professional shall be at its sole cost and expense.

13. **Relationship of Parties.** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Client and Professional. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Professional will be an independent contractor and not the Client's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be

construed as creating any joint employment relationship between the Professional and the Client, and the Client will not be liable for any obligation incurred by Professional including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Professional is not entitled to receive any benefits from Client or to participate in any Client benefit plan.

14. Competence, Solvency. Professional warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Professional represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Professional shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

15. Compliance with Laws. The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

16. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.