

PROFESSIONAL SERVICES AGREEMENT

Project: Sauk County - White Mound County Park Maintenance Building
Client: Sauk County
Owner Address: S7995 White Mound Drive; Hillpoint, WI 53937
Contact: Jekka Alt
Phone: 608-355-4800
Email: jekka.alt@saukcountywi.gov

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Description of Services to be performed:

Phase I: Pre-Design/Schematic Design

\$9,750

This phase includes initial planning study and development of design concepts for review and approval by Owner's representatives and oversight bodies. A 3D computer model will be prepared to illustrate the design concept for use in evaluating design options and expressing the proposed design. We have also included a site topographic survey in the cost of services for this phase.

Phase II: Design Development and Construction Documents

\$55,000

This phase includes development of design and preparation of documents for bidding, plan review, and construction. The Architect shall coordinate all design work for the project, including site design, landscape design, interior design, structural engineering, mechanical, electrical, and plumbing. Scheduling and submittal for plan review and organizing information for distribution of bidding documents is included in this phase. If desired by the Owner, Jewell may arrange for electronic distribution of bidding documents.

Phase III: Bidding and Construction Contract Administration

\$14,000

This phase includes services necessary to assist the Owner during the construction of the building, including review of submittal documents, preparation of written responses to contractor questions, observation of work progress, written site observation reports, and attendance at on-site job meetings.

The lump sums listed above include all transportation, communication, printing not associated with bidding, overtime work, insurance, and consultant fees.

Additional Services:

Geotechnical Borings & Report (<i>estimate</i>)	\$3,500
Septic Field Design (<i>estimate</i>)	\$4,000
Wetland Delineation - if needed	TBD

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.



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

Schedule:

We are prepared to begin this project upon receipt of a signed copy of this agreement.



The services described above will commence upon receipt of a signed copy of this letter, subject to all Terms and Conditions on the following page.

Issued for:

Jewell Associates Engineers, Inc.

By: Paul Kardatzke _____

Title: CEO _____

Signature: _____

Date: 6/13/2024 _____

Accepted & Approved for:

By: _____

Title: _____

Signature: _____

Date: _____

HOURLY RATES:

Senior Project Manager	\$175
Project Manager	\$145
Senior Engineer/Architect	\$140
Staff Engineer/Architect	\$120
Interior Designer	\$120
Senior Architectural Technician	\$120
Professional Land Surveyor	\$140
Surveyor	\$100
Senior Design Engineer - EIT	\$110
Design Engineer - EIT	\$100
Architectural Technician	\$95
Administrative	\$95
Mileage	IRS Rates

**Rates are subject to change*

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 Architect for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination.

TIMELINESS OF PERFORMANCE / DELAYS:

The Architect will perform services under this Contract with reasonable diligence and expediency consistent with sound professional practices. The Client agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect'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 Architect to perform its services in an orderly and efficient manner, the Architect 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 Architect, extension of the Architect's services beyond that time shall be renegotiated.

ATTORNEY'S FEES:

In the event of any litigation arising or related to this Contract or the services provided thereunder, 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 Architect, 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 Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

DELIVERY OF ELECTRONIC FILES:

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Architect, the Client agrees that all such electronic files are instruments of service of the Architect, 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 Architect. The Client further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than the Architect or from any reuse of the electronic files without the prior written consent of the Architect.

In the event of a conflict between the signed construction documents prepared by the Architect 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 Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

DISPUTE RESOLUTION:

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

OPINIONS OF COST:

Any opinions or estimates of probable construction cost prepared by the Consultant are based on the Consultant's professional judgment and experience. However, since the Consultant has no control over the cost of labor, materials, equipment or service furnished by others, over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guaranty that proposals, bids, or actual construction cost will not vary from the Consultant's opinions or estimates of probable construction cost.

Exhibit A

See attached Exhibit A regarding Standard Clauses required by the Client.

Exhibit A

STANDARD CLAUSES

White Mound County Park Maintenance Building Engineering

1. **Insurance.** During the term of this Agreement, Jewell shall, at Jewell'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.

Professional 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

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 County. 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. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

With a copy to: Lisa Wilson
 Land Resources & Environment
 505 Broadway
 Baraboo, WI 53913

Jewell: Paul Kardatzke
 Jewell Associates Engineers, Inc.
 560 Sunrise Dr.
 Spring Green, WI 53588

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

6. **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.

7. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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.** Jewell 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 Jewell and/or the County. Jewell 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 county. Compliance and cooperation of Jewell shall be at its sole cost and expense.

13. **Integration.** This contract represents the entire and integrated contract between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this contract.

14. **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 Jewell. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Jewell will be an independent contractor and not the County'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 Jewell and the County, and the Client will not be liable for any obligation incurred by Jewell 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. Contractor is not entitled to receive any benefits from Client or to participate in any Client benefit plan.

15. Governing Law, Jurisdiction and Venue. This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

16. Competence, Solvency. Jewell 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. Jewell 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. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

17. Amendment. No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

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

19. 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.