

## PROFESSIONAL SERVICES AGREEMENT

**Project:** Retaining Wall Monitoring - 580 Water Street

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

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

**Contact:** Lisa Wilson, Director

**Phone:** 608-355-4830

**Email:** lisa.wilson@saukcountywi.gov

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### Description of Services to be performed:

Work will consist of setting monitoring points along the block retaining wall. Each location we would take a measurement at the top of the wall (tipping), center of the wall (bulging), and bottom of the wall (sliding). Each point would be monitored for horizontal and vertical movement. Photographs will be taken along the wall to monitor for visual differences over each inspection period.

Jewell will create a report that will document the differences between measurements and photographs.

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### Assumptions:

This agreement is subject to the following assumptions/conditions:

Cultural, historic, archeological, or wetland assessment investigations or site remediation activities are not included.

No structural analysis will be completed or structural reviews with calculations.

The design of retaining a wall is not part of the contract.

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

Lump Sum: \$3,800 (first measurement)

Lump Sum: \$2,700 (second measurement)

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**Schedule:** First measurements to be taken in October/November 2024, and second measurements taken in April, 2025

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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: Robert Hanold, P.E. \_\_\_\_\_

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

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

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

Accepted & Approved for:

\_\_\_\_\_

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

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

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

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

## TERMS AND CONDITIONS

### HOURLY RATES:

Senior Project Manager	\$185
Project Manager	\$150
Senior Engineer	\$150
Staff Engineer	\$125
Senior Design Engineer - EIT	\$115
Design Engineer - EIT	\$100
Professional Land Surveyor	\$150
Senior Survey Technician	\$115
Survey Technician	\$100
Grant Specialist	\$180
Prof. Traffic Operations Engineer	\$160
Real Estate Negotiator	\$150
Real Estate Negotiator Assistant	\$90
Administrative/Clerical	\$100
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 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.