

December 22, 2025

Ms. Jekka Alt
Manager
Sauk County Parks and Recreation
S7995 White Mound Drive
Hillpoint, WI 53937

Re: On-Call Engineering Services for Sauk County Dams (Calendar Years 2025 through 2028)

Dear Ms. Alt:

Thank you for the opportunity to submit this proposal for professional services to provide on-call engineering services related to dams owned by Sauk County. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

Sauk County owns and operates 6 dams that are regulated by the Wisconsin Department of Natural Resources. Owners occasionally require engineering assistance with issues related to the inspection, operation, and maintenance of their dams and related infrastructure. In these cases, an on-call contract to cover these engineering services allows for work to take place efficiently, on short notice, without the need to develop and obtain approvals for small individual contracts.

This is a proposed contract for on-call engineering services between Sauk County and Ayres, billed on a time and materials basis, with an annual not-to-exceed limit of \$10,000. The contract will commence at authorization to proceed and continue through the end of calendar year 2028.

Scope of Services

Ayres will serve as a resource for the Sauk County Land Resources & Environment Department (Owner) to answer questions regarding operation and maintenance of County-owned dams and to complete professional services associated with the general upkeep and operation of County-owned dams and related infrastructure. These services may include, but are not limited to:

- Responding to issues of concern that arise during routine dam inspections completed by the Owner.
- Answering operational and maintenance questions associated with County-owned dams.
- Completing Owner Responsible Inspection Program (ORIP) inspections of County-owned dams.
- Completing post-flood inspections for County-owned dams.
- Updating Inspection, Operation, and Maintenance Plans (IOMPs) and Emergency Action Plans (EAPs) for County-owned dams.
- Engineering evaluations related to the operation and safety of County-owned dams during flood events.
- Other limited-scope and small-scale engineering services related to County-owned dams.

Ayres will complete tasks as directed in writing by the Owner. Email authorization for services to commence will suffice. With each service request, Ayres will provide an estimate of labor hours and expenses anticipated so that the County is aware of the approximate cost prior to the work being completed.

Responsibilities of Owner and Others

The Owner shall provide written service requests to Ayres, as needed.

The Owner shall designate in writing a representative authorized to act on the Owner's behalf, and shall furnish required information, approvals, and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Additional Services

Additional Services may be service requests with anticipated costs that exceed the yearly not-to-exceed totals described below. In these cases, Ayres can negotiate with the Owner an equitable adjustment to the year's not-to-exceed total to complete the work or can contract with the Owner separately for those services.

Additional Services may also include service requests for engineering not related to County-owned dams. For these services, an amendment to this contract or a separate contract may be required.

Time Schedule

Services under this contract shall commence at Authorization to Proceed and shall continue through December 31, 2028.

Fee

We will perform the above services for an amount equal to the direct labor costs times a factor of 3.2 plus Associated Project Costs (APC) of 4.85% based on labor fees.

We will invoice the Owner for reimbursable expenses and subconsultant charges multiplied by a factor of 1.10. The Reimbursable Expenses Schedule is attached as Appendix 1.

The estimated cost of services is \$10,000 per calendar year. We will not exceed an amount of \$10,000 per calendar year without the Owner's prior approval.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until January 31, 2026 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc.



Pete Haug, PE
Manager – Water Resources



Adam Schneider, PE
Senior Project Manager

Accepted by Owner:

Sauk County Land Resources & Environment
Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions
Appendix 1 - Reimbursable Expenses Schedule



**AYRES ASSOCIATES INC.
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days of the date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Work under this contract does not include subsurface investigations or location of utilities. If required, these services must be negotiated under separate contract.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, Professional Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon start of the contract. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance. **Required insurance limits are as follows:**

a. Worker's Compensation

i. Coverage A: Limits – Statutory

ii. Coverage B: Employer's Liability Limits

b. Bodily Injury

i. By Accident: \$100,000 each accident (minimum)

ii. By Disease: \$100,000 each employee (minimum), \$500,000 policy limit (minimum)

e. Comprehensive General Liability: \$1,000,000 bodily injury and \$1,000,000 property damage.

f. Automobile Liability (Combined Single Limit): \$1,000,000 per person and \$1,000,000 per accident

g. Professional Liability Insurance: \$1,000,000 annual aggregate

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty to a sum not to exceed \$1,000,000.00.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications, and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. **Consultant does accept responsibility for the design of all project elements that Consultant prepares.**

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of, or resulting from any use, reuse, or modification of documents **outside the original project scope with permissible uses to be defined in writing between the Owner and Consultant.**

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination and all reimbursable expenses incurred prior to termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this

contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Entire Agreement: This agreement contains the parties' entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. Notice of Lien Rights: Ayres Associates Inc. hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc. agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.



Reimbursable Expense Schedule (Effective October 01, 2025)

Policy: It's the policy of Ayres Associates Inc. that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and formally audited annually.

Company-Owned Equipment

ENVIRONMENTAL MONITORING, SAMPLING, TESTING:

Nuclear Density \$100.00 Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete/Testing Equipment \$115.00 Day

PHOTOGRAMMETRIC AND SURVEYING:

360 Camera \$24.55 Day
 Drone - Common \$130.00 Day
 Drone - Heavy Lift \$1,770.00 Day
 Geospatial Workstation \$8.95 Hour
 GPS \$82.40 Day
 High Precision Digital Level \$82.20 Day
 Laser/Automatic Level \$45.15 Day
 Phase One Camera \$750.00 Day
 Terrestrial LiDAR System \$320.00 Day
 Total Station (Robotic) \$110.00 Day
 True View UAS LiDAR System \$2,135.00 Day

SUBSURFACE UTILITY EQUIPMENT:

Electronic Locating Device \$33.50 Day
 VAC Truck \$590.00 Day

TRAFFIC DATA COLLECTION:

Traffic Counter \$23.90 Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV) \$110.00 Day
 Boat/Motor/Trailer \$350.00 Day
 Company Trucks \$1.05 Mile
 Personal Auto Current IRS Rate

Rented Equipment

Employee-owned Dive Gear \$15.00 Day
 Employee-owned Wet Suit \$10.00 Day
 Rental Bucket Lift Truck \$1,150.00 Day

Meals and Lodging (as of October 01, 2025)

GSA reviews and updates CONUS rates one time per year effective October 01.

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: www.gsa.gov/perdiem

Project Location Look-up:

1. Meal and lodging rates differ by location.
2. To search the projects location by City, State, or Zip Code use an interactive map of the United States, click here: www.gsa.gov/perdiem
4. Cities not appearing on the website may be located within a county for which rates are listed.
5. To determine what county a city is located in, go here: www.naco.org and choose About Counties>County Explorer Data.

The following table shows the breakdown of the Basic (CONUS) rate for lodging, continental breakfast/breakfast, lunch, and dinner. The current CONUS per diem rate is \$178 for lodging and meals.

Rate Description	Explanation	Basic Rate Continental U.S (CONUS)
Lodging	Standard Rate (excludes taxes)	\$110
M & IE *	Meals and Incidental Expenses per www.gsa.gov website	\$68
Rates for meals segregated by type		
	Continental Breakfast/Breakfast	\$16
	Lunch	\$19
	Dinner	\$28
	Incidental expenses **	\$5
First & Last Day of Travel (Meals @ 75%)		\$51.00

* The meals and incidental expenses (M&IE) rate includes taxes and tips in the rate, so travelers will not be reimbursed seperately for those items.

** [Federal Travel Regulation Chapter 300, part 300-3](#), under *Per Diem Allowance*, describes incidental expenses as: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.



Reimbursable Expense Schedule (Effective October 01, 2025)

Vendor Supplies - Actual Cost

Aerial mapping	GIS data	Presentation materials
Aerial Photography	Gloves (rubber or cloth)	Printing/Reproduction/Plots
55 gallon drums	GPS equipment	Public notice fees
Airfare	Hammer drill & accessories	Publications
Aluminum cap domes	Haz Matls Site Database Research	Rebar
Aluminum caps	Hub flags	Recording fees
Asphalt lab test	Hubs	Reference materials
All terrain vehicles	Hydrolift pump	Research fees
Audience response devices	Ice	Review Fees
Augering devices	Interface probing devices	Robotic survey equipment
Baggage fees	Internet services, faxes	Rope
Batteries	Lab services, testing, supplies	Safety equipment
Bentonite	Laser level	Safety supplies
Bid notice fees	Lath	Sampling Jars
Binders	Legal document costs	Scans
Binding	Legal notice fees	Sediment sampling
Bluelines/blueprints	LiDAR/HD Scanning Equipment	Shelby tubes
Bleach	Light rail fees	Shipping fees
Boat rental	Locking caps, caps	Shipping/postage (mass mailings)
Boat ramp fees	Locking well caps, well caps	Shuttles and taxis
Boundary posts/markers	Lodging/extended stay	Smoke bombs
Camera	Locks	Software – project specific
Car rentals/ fuel	Lumber crayons	Soil sample liners
Carbon dioxide tubes	Magic markers	Spatulas
Casing	Maps	Spikes
Climbing gear	Marking paint	Stake chasers
Computer flash drives	Materials testing (cylinders/aggregate)	Stake tack
Concrete	Meals	Survey markers
Concrete coring	Medical monitoring	Syringes
Concrete testing/equipment	Medical testing	T posts
Concrete cylinder molds	Meeting room rental	Teflon bailers
Corner marker pipe	Methanol	Telephone (employee reimb)
Data research/services/materials	Micron filters	Temporary help agencies
Decontamination materials	Models	Temporary housing/lodging
Depth-sounder meters	Monuments	Testing kits
Disposable bailers	Multi-spectral scanner	Tide gauges
Disposable cameras	Mylar	Toll fees
Disposable gloves	Nail marker tabs	Total station
Distilled water	Nails	Traffic control/protection
Dividers and tab stock	Nuclear Density Meter	Traffic counting equipment
Drill bits	On-line access fees	Traffic data fee
Drone	On-line survey research	Tubing
Dry-lock fast plugs	Oxygen meter	Tyvek Suit
Duct tape	Paper towels	Ultrasonic/weld testing
Equipment rental	Parking fees	Utility exploration trenching
Fees/permits/licenses titles	Permit fees	Vapor sampling
Fence posts	Photography - Time-lapse photos	Vellum
Field books	Pipe	Vials
Filler paper	Pipettes	Video recording equipment
Film/development/photos	Plan fees	Washers
Flags and Flagging tape	Plastic bags	Water filters
Flow & FLOW 3D testing equipment	Plastic-coated line	Water/Sewer testing equip, sup
flow meters	Plats/recording fees	Water level recording devices
Gaskets	Plots	Well materials
Generator rental	Polyethylene bailers	Well seals
Geotechnical testing/lab services	Public info meetings/costs	Whiskers