

PROFESSIONAL SERVICES AGREEMENT

Project: Topographic Survey

Client: Sauk County Land Resources and Environment Department
Client Address: West Square Building, Rm 248, 505 Broadway, Baraboo, WI 53913
Phone: (608) 355-4834
Email: brian.simmert@saukcountywi.gov

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Description of Services to be performed:

Complete a topographic survey at 100 ft intervals of the north side of the existing rail corridor along Parcel C. Drainage structures and existing rail bed will also be located. The topographic limits will also include an area 100 feet north of and adjacent to the existing corridor.
(See attached map for project limits)

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Compensation for these services will be as follows:

☐ Lump Sum: \$3,800.00

Services will be billed at completion, with the invoice being due within 30 days of invoice date.

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Schedule:

It is anticipated that project deliverables be delivered no later than December 30, 2019.

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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).

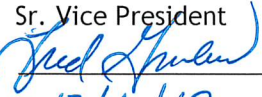
Issued for:
Jewell Associates Engineers, Inc.
Department

Accepted & Approved for:
Sauk County Land Resources and Environment

By: Fred Gruber, PE, PLS

By: Brian Simmert

Title: Sr. Vice President

Signature: 

Signature: _____

Date: 12/6/19

Date: _____

TERMS AND CONDITIONS

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.

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.

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.

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 \$10,000 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.



FOR INFORMATIONAL PURPOSES ONLY Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection.