



September 20, 2022

ENGINEERING SERVICES CONTRACT

**Jones Road – Wisconsin River
Grant Writing – Stormwater Management
Town of Spring Green
Sauk County**

This is an Engineering Services Contract (Contract) between the Town of Spring Green (Client or Town) and Jewell Associates Engineers, Inc. (Jewell or Consultant). The Consultant will provide Professional Services for the purpose of assisting the town in seeking funding for the construction of a drainage ditch in the Town of Spring Green/Village of Spring Green. The start of the drainage ditch will begin at the southeast quadrant of the Jones Road/Davies Road intersection and travel 13,150 feet south and east terminating at the Wisconsin River.

The grant writing will include assisting the Town of Spring Green in researching various potential funding sources including state and federal grant programs and completing the applications.

SCOPE OF SERVICES:

The Consultant's work on this project will include:

1. Administration and Coordination

Jewell shall provide administrative and coordination efforts for researching various potential funding sources.

2. Grant Writing

Jewell shall assist the Town of Spring Green in researching potential funding sources and applying for available monies, including the following tasks:

1. Research State/Federal Funding Programs
2. Attend one (1) meeting to review funding opportunities
3. Assist the town with completing one (1) application
4. Prepare necessary exhibits for inclusion of one (1) application
5. Prepare construction cost estimate
6. Preliminary design services including
 - a. Hydraulic Sizing of Drainage Ditch
 - b. Hydraulic Sizing of Drainage Structures

SCHEDULE:

This Agreement is based upon the following anticipated schedule assuming Authorization to proceed is by October 15, 2022

ADDRESS CONFIRMATION:

Client's billing address is:

Mr. Nate Robson, Chairman
Town of Spring Green
E4411 Kennedy Road
PO Box 216
Spring Green, WI 53588
Tel: (608) 574-1171
nate.robson@tn.springgreen.wi.gov

(If the billing addresses and/or telephone number(s) are incorrect, please cross out the incorrect information and write in the correct information.)

The client agrees to notify the Consultant if the billing address or telephone number change.

COMPENSATION:

1. Compensation for services under this Contract will be based on time and materials not to exceed \$6,150.00 unless written authorization is obtained by the Town of Spring Green.

TOTAL CONTRACT TIME AND MATERIALS NOT TO EXCEED = **\$6,150.00**

2. Jewell Associates Engineers, Inc. shall submit invoices monthly for a percentage of the total Services completed and are due within 30 days. If payment in full is not received within 30 days from due date, the invoice will be deemed past due and will bear interest at 1.5% of the past due amount per month.
3. If the Client fails to make payments, any collection costs the Consultant incurs shall become immediately due and payable to the Consultant.

TERMINATION:

This contract may be terminated at any time upon seven (7) calendar days' notice by either party. 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.

INSURANCE:

The Consultant will provide the following insurance for the Project:

Commercial General Liability policy with limits of not less than \$2,000,000 in the aggregate for bodily injury and property damage.

Automobile Liability covering vehicles owned, and non-owned vehicles used by the Consultant, with policy limits of not less than \$2,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutory required automobile coverage.

Workers Compensation at statutory limits.

Employers' liability with limits not less than \$1,000,000.

Professional liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

Consultant shall cause the primary and excess or umbrella policies for the commercial general liability and automobile liability to include the Town as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to the Town's insurance policy and shall apply to both ongoing and completed operations.

The Consultant shall provide to the Town certificates of insurance evidencing compliance with the requirements of this section.

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.

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 be transferred to the Client. Consultant grants the Client a license to hold and utilize the instruments of service for any governmental purpose. 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.

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.

CONTRACT ASSIGNMENT:

This contract may not be assigned without the Town's written authorization.

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 prior to the commencement of litigation 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 probably construction cost.

ENTIRE AGREEMENT:

No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. A waiver of one performance deficiency shall not apply to any additional performance deficiencies unless each deficiency is waived in writing. This Contract contains the entire agreement between the parties relating to the subject matter of this Contract and supersedes all prior understandings and agreements between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

NO WAIVER OF SOVEREIGN IMMUNITY:

Nothing in this Contract constitutes a waiver of the Town's sovereign immunity, notice of claim procedures set forth in Chapter 893 of the Wisconsin Statutes, or any other protections afforded the Town by law.

HEADINGS:

The paragraph headings which appear in some of the sections of this Contract are for purposes of convenience and reference and are not in any sense to be construed as modifying the sections in which they appear.

CONSTRUCTION:

The parties acknowledge that they have reviewed and revised this Contract, and their counsel has done or has had the opportunity to do the same, and agree that the common rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

COUNTERPARTS; DELIVERY:

This Contract may be executed in counterparts, a complete set of which shall be deemed a single instrument. Executed signature pages sent by telecopy or email PDF shall be effective for purposes of executing and delivering this Contract.

SEVERABILITY:

In the event that any provision hereof is determined to be void, illegal, invalid, or unenforceable, such provision shall be substituted with a provision that is valid and enforceable that is as similar as possible to the original provision or, if the same is not possible, the provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Both parties hereby warrant, represent and acknowledge that the Contract has been freely executed, that both parties have had an opportunity to review the Contract with such persons and advisors, including legal professionals, as each party may desire. Both parties further acknowledge that neither party was induced to enter into the Contract by any promises, guarantees or representations not included in the Agreement.

WE HAVE READ THE AGREEMENT AND FULLY UNDERSTAND IT. BY SIGNING THIS AGREEMENT, WE REPRESENT THAT THE ENTITIES FOR WHICH WE SIGN HAVE PROVIDED US WITH FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

CLIENT

Nate Robson, Chairman
Town of Spring Green
Date: _____

CONSULTANT

Ellery Schaffer, PE – Vice President
Jewell Associates Engineers, Inc.
Date: _____