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June 1, 2012

Mr. Michael J. Kaster, P.E.
Director of Engineering

Mr. Geoffrey S. Farr, P.E.
Director of Public Works

Village of Howard
1336 Cornell Road
Green Bay Wisconsin 54313

Re: Shawano Ave Extension Beaver Dam Creek Crossing
Civil Engineering Proposal

Gentlemen,

Thank you for the opportunity to work with you and provide this proposal for hydraulic analysis, Agency coordination and structure design for the proposed crossing of Beaver Dam Creek. Per our recent correspondence I have revised our original proposal to incorporate your suggested revisions to which we have agreed. The proposal is otherwise unaltered.

As you are aware Jewell Associates performed the hydraulic analysis and design of five box culverts and the relocation and enhancement of Beaver Dam Creek in the immediate vicinity of your proposed project. Our engineers developed the revised floodplain model and flood limits resulting from the redesign of the USH 41/STH 29 Interchange currently under construction. Through our work, Jewell has developed relationships with Department of Natural Resources, Army Corps of Engineers, and WisDOT staff that we feel will lend to the success of your project.

To provide a little bit of information on our company, Jewell Associates Engineers is a professional architecture, engineering, planning, and surveying firm founded in 1993. Our offices are located in Spring Green and Wisconsin Rapids and consist of 30 professionals including registered architects, engineers, professional traffic operation engineers, registered surveyors, certified planners, LEED accredited professionals, funding specialists, and construction inspectors. One of our many areas of expertise is structure design and the associated hydraulic analysis that comes with it. Our firm is proud to be recently named the 2011 Sauk County Small Business of the Year.

Ed Lilla and Pat Boland developed the plans for the Beaver Dam Creek box culverts and stream relocation for WisDOT and will be assigned to assist you with your proposed local road crossing. Mr. Lilla is a skilled engineer and project manager with extensive experience in stormwater management, erosion control, municipal engineering, Agency coordination and stream

restoration. Ed will handle Agency coordination and perform Quality Control/Quantity Assurance for the Hydraulic Modeling of the proposed structure. Mr. Boland has a wide range of experience with hydraulic and hydrological calculations for floodplain delineation, bridge and culvert sizing, and the computerized models utilized to perform this work. Pat developed the revised HEC-RAS regulatory model for Beaver Dam Creek for the work by WisDOT and provided the structural design for the associated box culverts. Greg Jewell will serve as project director for your project and perform Quality Control/Quantity Assurance for the structure design.

For this proposal the following scope of services are anticipated:

Agency Coordination

Jewell Associates will assist the Village of Howard in preparation of project permitting for the proposed crossing of Beaver Dam Creek. A Jewell representative will schedule and attend one field meeting with the Village of Howard, WDNR and Army Corps staff to evaluate the project site and proposed project.

Floodplain Analysis

Jewell Associates will perform computerized floodplain analysis utilizing the FEMA floodplain model and mapping we updated for the WisDOT reconstruction of the USH 41/STH 29 Interchange. Our work will include incorporating the Village of Howard's proposed structure into the model to evaluate potential floodplain impacts. Jewell will assist the Village in coordinating the model changes with WisDOT so that coordination with FEMA can be carried out by WisDOT or the Village

Structure Design

A minimum of two structure types will be evaluated for the crossing utilizing the typical section provided by the Village. Based on the preferred structure type, Jewell will develop structural design calculations, design details, project plans and specifications, and be available for questions during project bidding and construction. Ultimately Agency requirements may dictate final structure type and placement.

Jewell will coordinate with the Village to establish the roadway profile for the crossing and to determine potential areas for stormwater management as required.

Jewell will attend two design project meetings with Village staff or the Village Board. If additional meetings, such as a preconstruction meeting are required Jewell can attend on a time and materials basis as directed by the Village.

Schedule

The following tentative schedule is proposed. This schedule can be further developed in cooperation with the Village. This schedule assumes no significant delays in Agency approval of the project.

June 2012	Village of Howard awards project to Jewell Develop project base mapping Obtain current wetland mapping from WisDOT
July 2012	Village delivers preferred typical section to Jewell Begin Agency coordination Soil borings performed Preliminary structure design and analysis including preliminary hydraulic analysis Preliminary opinions of probable cost developed
August 2012	Agency meeting Coordinate roadway profile with Village
September 2012	Preferred structure selected Final hydraulic analysis Development of impacts Estimated quantities and opinions of probable cost
October 2012	Agency submittals Coordination of FEMA model and mapping with WisDOT
November 2013	Agency approvals
February 2013	90% designs and specifications submitted to Village Final Utility Coordination Final Structure Plans and Specifications
December 2013	Project bidding
Spring 2014	Start Construction

Proposed Fee

Jewell is proposing to complete the profession services described above on a time and materials basis not to exceed \$33,800. No work will be completed above this amount without the approval of the client.

Incidental Costs

Actual costs of copies, postage, mileage, and any applicable government permit, and/or review and recording fees estimated to be less than \$1200.00.

Total Proposed fee, labor with incidental costs (TIME AND MATERIAL), not to exceed \$35,000.

Assumptions

The following are some of the assumptions made resulting from discussions in our meeting held May 7, 2012 and used in developing this proposal. If you would like any of these services or additional services included in this proposal, please contact our office and we will tailor the proposal to meet your needs. Should any of the additional work described in the assumptions be deemed necessary by WDNR or others, Jewell Associates will provide the Village of Howard a separate proposal for that additional work.

- It is assumed wetland delineation will not be required and WDNR and the Army Corps will accept the work performed in this area by WisDOT. Jewell anticipates WisDOT will provide Jewell and the Village the current wetland delineation mapping for the project area.
- Development of legal descriptions for real property, easements and the acquisition of such are not included in this proposal.
- The Village of Howard will handle utility coordination with data provided by Jewell.
- No FEMA coordination is included in this proposal. It is assumed the Village of Howard and WisDOT will coordinate the submission of the mapping and model to FEMA with the data provided by Jewell. However if FEMA should have any comments on the modeling as it relates to the Village's proposed structure during the approval process, Jewell will answer those comments and make modifications as necessary for approval.
- Jewell will develop the hydraulic model and structure designs with proposed grades developed for the WisDOT USH 41/STH 29 interchange project. Final interchange design grade will be checked with as-built survey data provided by the Village of Howard or WisDOT. Jewell can conduct a topographic survey of the project area should the Village desire via GPS or High Definition 3D Scanner survey as additional work.
- The Village of Howard will secure soil borings with location data provided by Jewell.

Thank you again for the opportunity to provide this proposal. We look forward to the opportunity to work with the Village of Howard on this project. Please review this information and feel free to contact our office if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Jewell". The signature is fluid and cursive, with a large initial "G" and "J".

Greg Jewell, PE, RLS
Jewell Associates Engineers, Inc.



June 1, 2012

ENGINEERING SERVICES CONTRACT

This is an Engineering Services Contract (Contract) between the Village of Howard (Client) and Jewell Associates Engineers, Inc. (Jewell or Consultant). The Consultant will provide Engineering Services to the Client.

SCOPE OF SERVICES:

This Contract is for hydraulic analysis, Agency coordination and structure design for the proposed crossing of Beaver Dam Creek

The following scope of services is anticipated:

- **Agency Coordination**
Jewell Associates will assist the Village of Howard in preparation of project permitting for the proposed crossing of Beaver Dam Creek. A Jewell representative will schedule and attend one field meeting with the Village of Howard, WDNR and Army Corps staff to evaluate the project site and proposed project.
- **Floodplain Analysis**
Jewell Associates will perform computerized floodplain analysis utilizing the FEMA floodplain model and mapping we updated for the WisDOT reconstruction of the USH 41/STH 29 Interchange. Our work will include incorporating the Village of Howard's proposed structure into the model to evaluate potential floodplain impacts. Jewell will assist the Village in coordinating the model changes with WisDOT so that coordination with FEMA can be carried out by WisDOT or the Village
- **Structure Design**
A minimum of two structure types will be evaluated for the crossing utilizing the typical section provided by the Village. Based on the preferred structure type, Jewell will develop structural design calculations, design details, project plans and specifications, and be available for questions during project bidding and construction. Ultimately Agency requirements may dictate final structure type and placement.

Jewell will coordinate with the Village to establish the roadway profile for the crossing and to determine potential areas for stormwater management as required.

Jewell will attend two design project meetings with Village staff or the Village Board. If additional meetings, such as a preconstruction meeting are required Jewell can attend on a time and materials basis as directed by the Village.

Services not set forth above are specifically excluded from the scope of the Consultant's services and the Consultant assumes no responsibility to provide such services unless an agreement for Additional Services is made and appended to this Contract.

SCHEDULE:

This Agreement is based upon the following anticipated schedule. This schedule can be further developed in cooperation with the Village.

June 2012	Village of Howard awards project to Jewell Develop project base mapping Obtain current wetland mapping from WisDOT
July 2012	Village delivers preferred typical section to Jewell Begin Agency coordination Soil borings performed Preliminary structure design and analysis including preliminary hydraulic analysis Preliminary opinions of probable cost developed
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December 2013	Project bidding
Spring 2014	Start Construction

Note that this schedule assumes Authorization to Proceed by 6-15-12 and that permit approvals, delivery of documents by others, etc. will occur without any substantial delays. Any delays in the process may affect the outlined schedule.

ASSUMPTIONS:

This agreement is subject to the following assumptions/conditions:

- It is assumed wetland delineation will not be required and WDNR and the Army Corps will accept the work performed in this area by WisDOT. Jewell anticipates WisDOT will provide Jewell and the Village the current wetland delineation mapping for the project area.
- Development of legal descriptions for real property, easements and the acquisition of such are not included in this proposal.
- The Village of Howard will handle utility coordination with data provided by Jewell.
- No FEMA coordination is included in this proposal. It is assumed the Village of Howard and WisDOT will coordinate the submission of the mapping and model to FEMA with the data provided by Jewell. However if FEMA should have any comments on the modeling as it relates to the Village's proposed structure during the approval process, Jewell will answer those comments and make modifications as necessary for approval .
- Jewell will develop the hydraulic model and structure designs with proposed grades developed for the WisDOT USH 41/STH 29 interchange project. Final interchange design grade will be checked with as-built survey data provided by the Village of Howard or WisDOT. Jewell can conduct a topographic survey of the project area should the Village desire via GPS or High Definition 3D Scanner survey as additional work.
- The Village of Howard will secure soil borings with location data provided by Jewell.
- It is assumed no Environmental, Historical or Archaeological documentation for the project will be required.
- Survey for construction layout is not included in this contract.
- Bid Management and Construction Administration is not included in this contract.

ADDRESS CONFIRMATION:

Client's Billing Address is: Village of Howard
1336 Cornell Road
Green Bay Wisconsin 54313

Client Contact is: Mr. Michael J. Kaster, P.E.
Director of Engineering
Phone: 920-434-4060
Fax: 920-434-4072
Email: mkaster@villageofhoward.com

COMPENSATION:

1. Compensation for services under this Contract shall be charged on a TIME AND MATERIALS basis not to exceed \$33,800 plus actual costs of copies, postage, mileage and any applicable government permit, and/or review and recording fees estimated to be less than \$1200.00 for a total contract not to exceed **\$35,000.00**. No work will be completed above this amount without the approval of the client.
2. Jewell Associates Engineers, Inc. shall submit invoices monthly for Services and payment is 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. The costs include, but are not limited to, legal fees, collection agency fees, and court costs.

TERMINATION:

This contract may be terminated at any time upon seven (7) calendar days' written 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. Failure of Client to make payments when due shall be cause for suspension of services, or ultimately termination, unless and until Consultant has been paid in full all amounts due.

STANDARD OF CARE:

The standard of care for all professional services performed or furnished by the Consultant under this Contract will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with Consultant's services.

INFORMATION PROVIDED BY OTHERS:

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Contract. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

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.

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 Client and Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the other party and the other party's officers, directors, partners, employees, agents, and subconsultants from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, 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 of the indemnifying party. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

OWNERSHIP OF INSTRUMENTS OF SERVICE:

All reports, drawings, specifications, computer files, field data, notes 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. The Consultant grants the Client a license to use instruments of the Consultant's service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by the Client or by others acting through the Client, without the Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse or modification.

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.

Electronic files are furnished by the Consultant to the Client solely for the convenience of the Client. 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.

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.

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 \$100,000 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.

CLIENT

CONSULTANT

Burt R. McIntyre, President
Village of Howard

Greg Jewell, P.E., R.L.S.
Jewell Associates Engineers, Inc.

Date: _____

Date: _____

Chris Haltom, Clerk
Village of Howard

Date: _____