



November 19, 2024

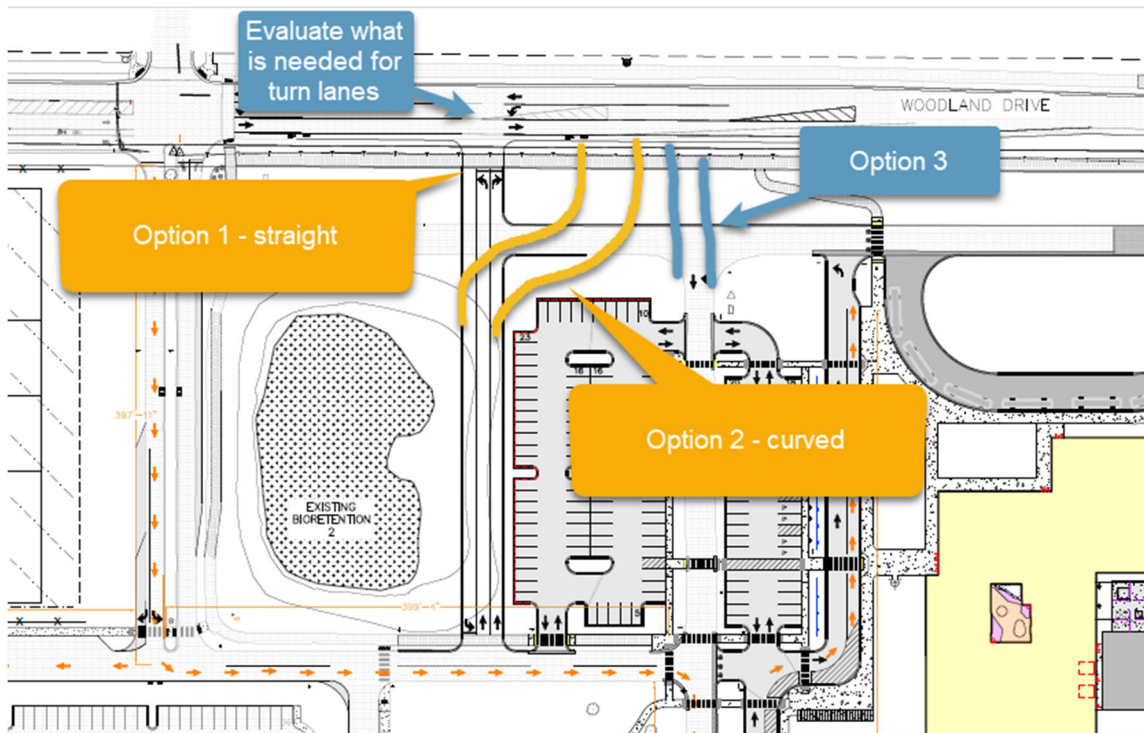
Wauwaukee Community School District
Attn: Steve Summers
905 Bethel Circle
Wauwaukee, WI 53597

SUBJECT: PROPOSAL FOR CIVIL ENGINEERING SERVICES
PROJECT NAME: HERITAGE ELEMENTARY ENTRANCE DRIVE
HERITAGE ELEMENTARY
WAUNAKEE, WI

Dear Steve:

Professional Engineering, LLC is pleased to submit this proposal to **Wauwaukee Community School District** (herein referred to as the *Client*) to provide civil engineering services for evaluating potential locations for a new entrance drive to **Heritage Elementary School**.

Professional Engineering will work with both the Village and the school district to help determine the best solution. The potential options for the new driveway location are shown below.



SCOPE OF SERVICES

Preliminary Drawings (35% Complete)

Professional Engineering will work with TADi to evaluate the three potential driveway locations. Once the preferred location is selected, Professional Engineering will prepare preliminary drawings and a cost estimate for the chosen driveway.

The drawings will include a Demolition Plan, Site Plan, Grading Plan, and Erosion Control Plan.

Preliminary stormwater calculations will be completed to determine the necessary pond modifications required to accommodate the new driveway.

Professional Engineering will attend up to two (2) meetings—one with the Village and one with the school district—to review the proposed solutions.

FEES

The engineering services as outlined in the scope of services shall be provided for the fixed fee indicated below, with the understanding that the fee only covers the revisions requested by the Village as part of the conditions of approval. Any redesign shall be billed at our hourly rates.

FEES

Total Fee	\$18,900
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Items not included in the scope of services can be provided at our hourly rate of \$145 per hour for a professional engineer. Fees will be invoiced on a monthly basis with payment due and payable upon receipt. Past due amounts outstanding after 30 days from the date of invoice will be subject to a service charge at the rate of 1.5% compounded monthly. This proposal is valid for 30 days.

EXTRAS

Specialized publication services; such as scanning or reproduction of large or color prints are extras to this contract.

GENERAL PROJECT UNDERSTANDING

The proposal also does not include any submittal/recording/permitting fees required by various governmental agencies, or stormwater management. Owner/Contractor will be responsible for any weekly erosion control inspections during construction.

Meetings noted under the scope of services are included in the proposal. A representative of Professional Engineering, LLC will attend any additional meetings at the client’s request and will be paid at our hourly rates. After submitting to the Village, changes requested by the Owner and/or Contractor will be considered out of scope. Adjustments to the fee will be discussed with the Client prior to proceeding.

SCHEDULE

Professional Engineering, LLC will begin the work upon written or verbal authorization to proceed. Professional Engineering, LLC cannot be held responsible for project schedule delays caused by public agencies or private business over which it has no control.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project both parties agree that all disputes between them arising out of or relating to this agreement will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed our fee. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, 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 any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. 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 and 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. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

ADJUSTMENTS

This agreement contains all the terms and conditions of the agreement between both parties. Any changes in this agreement shall have no effect unless they are made in writing, signed by both parties, and incorporated as an amendment to the agreement. No other understandings, representations, or agreements, written or oral, other than those herein have been made by and between the parties hereto.

TERMINATION OF AGREEMENT

In the event all or any portion of the work prepared or partially prepared by Professional Engineering, LLC is suspended, abandoned, or terminated, the Client shall pay Professional Engineering, LLC all fees, charges and expenses incurred to date of the receipt of written notice of suspension or termination. Professional Engineering, LLC reserves the right to withhold documents and information until fees for such services are paid in full. The Client further agrees to pay Professional Engineering, LLC any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

We appreciate the opportunity to submit this proposal and look forward to working with you.

Respectfully submitted,



Roxanne J. Johnson, P.E.
Principal

ENDORSEMENT

The Client hereby accepts this proposal for engineering services and hereby authorizes Professional Engineering, LLC to proceed with the services outlined herein.

Accepted by: Waunakee Community School District

Steve Summers

Date