



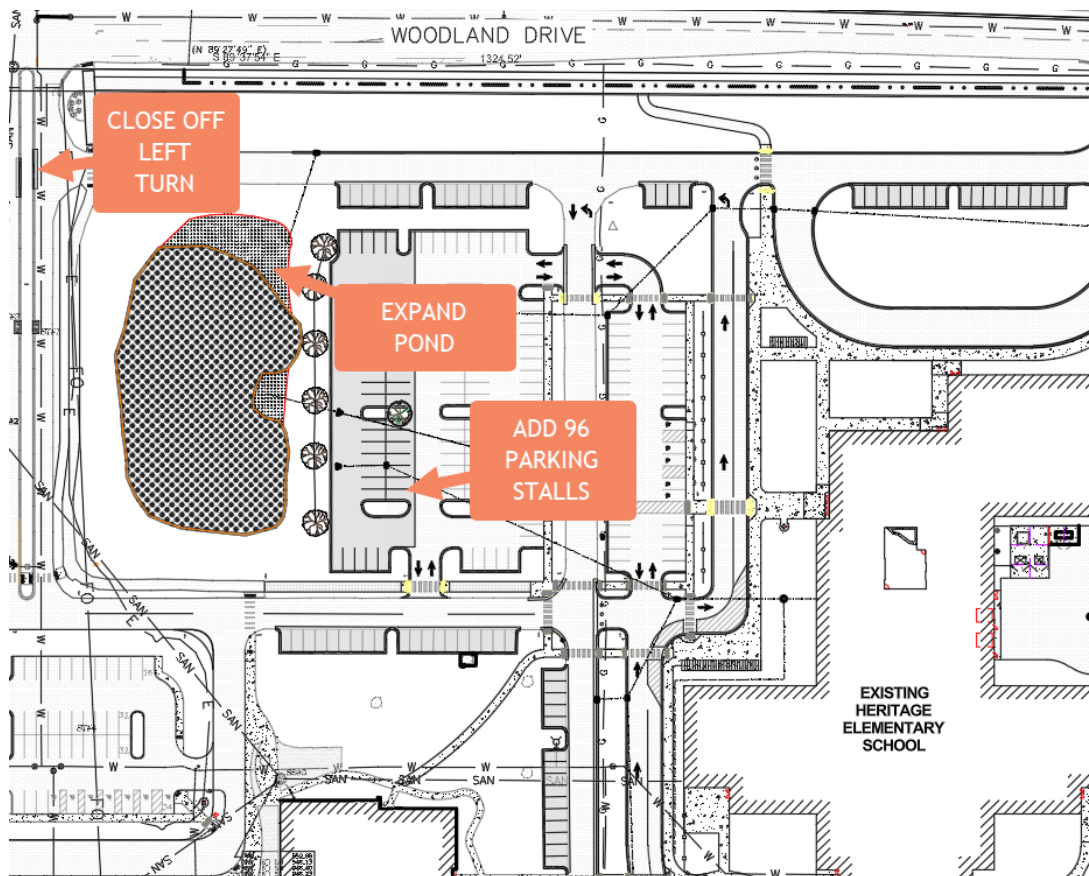
April 1, 2025

Waunakee Community School District  
Attn: Steve Summers  
905 Bethel Circle  
Waunakee, 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 **Waunakee Community School District** (herein referred to as the *Client*) to provide civil engineering services for the proposed parking lot improvements at **Heritage Elementary School**.



## **SCOPE OF SERVICES**

In accordance with the terms and conditions of this Agreement, Professional Engineering, LLC shall provide the following services for the referenced project:

### **Task 1 - Topographic Survey:**

A topographic survey will be performed in the area of the proposed improvements to determine the slope and elevation of the ground and the locations of improvements on the property. The results of the survey will be presented on a scaled drawing of the area showing contour lines, buildings, asphalt pavement, concrete sidewalk, curb and gutter, trees, light poles, signs, fences, etc. The location of underground utilities as marked by Diggers Hotline will also be shown on the drawing.

### **Task 2 – Site Development / Drawings for Village Approval**

Site Development drawings necessary for submittal to the Village, in compliance with requirements for approval will be prepared. The site design will be based off of the Site Concept provided by the Client.

Site Plan limits are from five feet outside building face to the subject property line, along with required connections in the public right-of-way. Drawings will include:

- Existing Conditions
- Demolition Plan
- Site Plan
- Grading Plan
- Erosion Control Plan
- Utility Plan
- Site Details
- Landscape Plan

The Site Plan will illustrate access locations and parking accommodations. Suitable dimensioning will be added to correctly locate the proposed features. The Site Plan will be revised once review comments are received from the Village and the Client agrees with the revisions.

A Grading Plan will be developed for the site to accommodate the design. The Grading Plan will show the direction of storm water drainage and storm water detention areas. The Grading Plan will also illustrate the horizontal location and finished grade of any retaining walls, if required.

Once a solidified Site Plan and Grading Plan has been completed, the new water storm sewer to serve the proposed development will be finalized.

A Landscape Plan will be prepared by a registered landscape architect as required by the Village.

### **Task 3 – Storm Water Management Plan**

A Storm Water Management Plan will be prepared in conjunction with the Site Development / Drawings and submitted along with the submittal package to the Village. The report will contain the plans, USLE worksheets, storm water drainage calculations, stormwater management maintenance agreement, and Village Stormwater Applications. An Erosion Control Permit Application will be prepared as required by Village. The application will contain the Site Plan, Erosion Control Plan, USLE worksheet, and Application.

#### **Task 4 – Bid Phase & Limited Construction Administration**

Professional Engineering will assist Client during the bid phase phase for the parking lot expansion project. During the Contractor Selection Phase, the Civil Engineer will answer bidders' questions and assist CLIENT with issuing necessary addenda and clarifications, if required.

During the Construction Administration phase of the site work, the Civil Engineer will assist CLIENT with answering construction questions. The Civil Engineer will also review and respond to site-related submittals and shop drawings generated by the general contractor and assist with preparation of change orders and supplemental instructions, and responses to RFI's, if necessary.

The Civil Engineer will make up to eight (8) construction observation visits to the site to observe site related construction activities and improvements for each project. Each site visit will be documented with photographs and written descriptions noting general project progress, any areas of deficiencies, and items of concern. Costs for additional site visits is \$700 per visit.

#### ***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.

|  |                 |
|--|-----------------|
| Task 1 - Topographic Survey                                | \$2,000         |
| Task 2 -- Site Development / Drawings for Village Approval | \$17,500        |
| Task 3 – Stormwater Management Plan                        | \$6,500         |
| Task 4 – Bid Phase & Limited Construction Administration   | \$9,600         |
| <b>Total Fee</b>   | <b>\$35,600</b> |

Items not included in the scope of services can be provided at our hourly rate of \$150 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

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Steve Summers

Date