



Soils & Engineering Services, Inc.

June 15, 2022

Proposal 913.5223-2R

Sauk County
Brent Miller, Administrator
57995 White Mount Drive
Hillpoint, Wisconsin 53937

Subject: Geotechnical Drilling and Sampling Services
Hemlock Dam
Sauk County, Wisconsin

Greetings Mr. Miller,

We are submitting this proposal in response to the request of Mr. Adam Schneider, P.E., of Ayres Associates, Inc. on May 9, 2022. The requested work scope is to drill and sample one 20-foot soil boring, or to auger refusal is encountered shallower than the scheduled soil boring depth. The soil boring location is anticipated to require the use of an off-road drilling rig.

The scope of work is summarized as follows.

- Mobilize one rubber track drilling rig.
- Drill and sample one 20-foot soil boring, with sampling at 2.5-foot intervals.
- Collect one bulk sample of soil from the auger cuttings.
- Bentonite backfill the borehole.
- Contact Diggers Hotline for public utility locating and marking.
- Thin-spread the soil cuttings at the soil boring location.
- Laboratory testing of soils for hydrometer and Proctor values.
- Laboratory classification of the soils and preparation of a computer-generated soil boring log.
- Summary report with the laboratory test results and soil boring log.

Surveying for the soil boring location and ground elevation will be provided by Ayres Associates, Inc.

The total estimated charge for the one 20-foot soil boring and the requested laboratory testing is \$2,010.00, excluding engineering analyses. We will charge for the total footage drilled and sampled for the soil boring.

We will adjust the soil boring location as needed to avoid marked utility lines, trees, guy wires, landscaping, and other obstructions; and taking into account accessibility with the drilling rig.

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The total estimated charge does not include private utility locate, site surveying, encountering contaminated soil or groundwater, roadway or occupancy permits, traffic control, pavement coring, drilling through concrete, snow plowing or removal, tree cutting or removal, providing or setting matting for equipment access over soft or landscaped ground, crane rental, working at night or on weekends, crop damage payments, repair of damage to landscaping or the ground surface by the drilling equipment, laboratory testing, drilling inside of structures, nor engineering analysis or a report. Our crew will leave the soil cuttings generated from the soil boring at the drilling site.

The parties agree to be bound by the terms in the attached Exhibit A.

Please contact us if you have any questions regarding this submittal or if you need any additional information.

Respectfully submitted,


SOILS & ENGINEERING SERVICES, INC.



Duane E. Reichel, PE

DER:JAJ:wsr

APPROVAL OF PROPOSAL

Signature:	<u></u>
Name:	<u>BRENT R. MILLER</u>
Title:	<u>ADMINISTRATOR</u>
Date:	<u>6/21/2022</u>



BID SUMMARY

Item	Units	Quantity	Unit Charge	Item Charge
• Mobilization/demobilization	Lump sum	1	\$850.00	\$850.00
• Per diem expenses	Per day	0	\$300.00	\$0.00
• Drilling and sampling with HSA				
0' to 20' below grade	Per foot	20	\$16.00	\$320.00
20' to 40' below grade	Per foot	0	\$18.00	\$0.00
Dense drilling surcharge (>50 bpf)	Per foot	0	\$10.00	\$0.00
• Shelby tube samples (3" dia.)				
0' to 20' below grade	Each	0	\$65.00	\$0.00
• Bedrock coring				
Equipment set up	Per boring	0	\$350.00	\$0.00
Coring with NQ equipment	Per foot	0	\$65.00	\$0.00
• Borehole abandonment	Per foot	20	\$5.00	\$100.00
• Public underground utility check	Lump sum	1	\$65.00	\$65.00
• Asphalt cold-mix patch	Each	0	\$55.00	\$0.00
• Standby, delay, or field time for the drilling crew	Per crew-hour	0	\$265.00	\$0.00
• Soil classification and computer-generated soil boring log	Per boring	1	\$95.00	\$95.00
• Laboratory testing				
Moisture content	Per sample	1	\$10.00	\$10.00
Atterberg limits	Per sample	0	\$65.00	\$0.00
Sieve analyses with washed #200	Per sample	0	\$95.00	\$0.00
Sieve and hydrometer analyses	Per sample	1	\$185.00	\$185.00
Proctor curve	Per sample	1	\$185.00	\$185.00
Surcharge for clay preparation (for Proctor testing)	Per sample	0	\$120.00	\$0.00
• Project administration and summary report	Lump sum	1	\$200.00	\$200.00

TOTAL ESTIMATED CHARGE = \$2,010.00



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The charges presented are estimates only, based on the information provided to us. The invoiced amount for this project will be based on the actual quantities related to this project. Additional charges may be invoiced depending upon the requirements to complete the project. No allowances are included for working on weekends, holidays, before 6:30 am or after 6:00 pm. Permits to work on private or public property, including state highway occupancy, are the responsibility of Sauk County.



EXHIBIT A

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by Soils & Engineering Services, Inc. (SES). As used herein "Services" refers to the scope of services described in the proposal submitted by SES to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between SES and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

1.2 – Prior to SES performing Services, Client will provide SES with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to SES, if they are provided, site safety plans or other documents which may control or affect SES's Services. If new information becomes available during SES's Services, Client will provide such information to SES in a timely manner. Failure of Client to timely notify SES of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of SES for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by SES.

1.3 - The Services do not include construction management, general contracting or surveying services. SES will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - SES is not responsible for interpretations or modifications of SES's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify SES before evidence of alleged change is no longer accessible for evaluation.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish SES safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, SES may unavoidably alter existing site conditions or affect the environment in the area being studied. SES will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of SES.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - SES's sole responsibility under this section will be to contact the state "call before you dig" notification center, if such an entity exists, for location information of public utilities only. SES shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. SES shall be entitled to rely upon the accuracy of all location information supplied by any source.

SECTION 4 - SAFETY

4.1 - Client shall inform SES of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of SES's Services, such materials or conditions are discovered, SES reserves the right to take measures to protect SES personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

SECTION 5 - SAMPLES

5.1- Client shall inform SES of any known or suspected hazardous materials prior to submittal to SES. All samples obtained by or submitted to SES remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at SES's discretion.

5.2- Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that SES store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by SES will remain the property of SES. SES shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at SES's office at reasonable times. Copies of all client records shall be provided to Client. SES understands and agrees that, because Client is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by SES and/or Client. SES agrees to fully comply with such laws, and to cooperate with Client in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Client or others upon the request of Client. Compliance and cooperation of SES shall be at its sole cost and expense.

SECTION 7 - STANDARD OF CARE

SES performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

SES shall maintain insurance with coverage and minimum limits shown below. SES will furnish certificates of insurance to Client upon request.

8.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

8.2 - Commercial General Liability Insurance will include coverage for Products/Completed Operations extending one (1) year after completion of SES's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to SES's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of SES's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

8.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to SES, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on SES's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on SES's Automobile Liability Policy (Form CA T4 74).

8.6 - SES will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

SECTION 9 - DELAYS

If delays to SES's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond SES's control, a reasonable time extension for performance of the Services shall be granted, and SES shall receive an equitable fee adjustment.

SECTION 10 PAYMENT, INTEREST, AND BREACH

10.1 - Invoices are due net forty-five (45) days from the date of receipt of an undisputed invoice, but not greater than sixty (60) days from the date of the invoice. Client will inform SES of invoice questions or disagreements within thirty (30) days of invoice date; unless so informed, invoices are deemed correct.

SECTION 11 - CHANGE ORDERS

If changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, SES will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to SES for Services authorized under this agreement. Approval of a change order shall be in writing and signed by both parties.

SECTION 12- MEDIATION

12.1 - Except for enforcement of SES's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and SES agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between SES and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - SES agrees to indemnify Client from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.2 - Client agrees to indemnify SES from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which SES's Services are performed, the Client shall include SES as an additional Insured.

14.4 - SES's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 15 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay SES for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 16 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and SES will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 17 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Wisconsin without regard to its conflicts of law provisions.

SECTION 18 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between SES and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to SES after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to SES's terms and conditions, or alternate contract format submitted by the Client as a condition for payment of SES's accrued Services.