

SERVICES AGREEMENT

This Agreement made and entered into this 16th day of April, 2018 by and between City of La Crosse Planning Department (hereinafter called **CLIENT**) and Paragon Associates, Inc., (hereinafter called **CONSULTANT**).

WHEREAS CONSULTANT is in the business of providing land surveying, engineering, and landscape architectural services on an as-called basis; and

WHEREAS CLIENT desires to have the work as described in the "Scope of Work" performed according to a fixed fee.

NOW THEREFORE, in consideration of the foregoing and the mutual undertakings that follow, the parties agree as follows:

Article 1. SCOPE OF WORK.

1.1 The services which **CONSULTANT** is requested to perform are described in the following attachments:

Attachment A – Proposal for Service dated March 8, 2018.

Attachment B – Standard Rate Schedule.

Generally, consultant is proposing to provide professional services to design and engineer improvements for a residential subdivision "pocket neighborhood".

1.2 Subject to the terms of this Agreement, **CONSULTANT** shall perform additional services only pursuant to a written "Order for Additional Work" setting forth the scope of such work. In no event shall **CONSULTANT** be obligated to provide services unless and until the scope of work is reduced to writing in an Order for Additional Work and agreed to as evidenced by the signature of an authorized officer of **CLIENT** and **CONSULTANT**.

Article 2. TERM AND TERMINATION.

2.1 This Agreement shall be in effect until otherwise terminated. **CONSULTANT** agrees to complete services subject to any limitations or exclusions set forth in this Agreement or in Attachment A.

2.2 **CLIENT** may terminate this or any subsequent Order for Services at any time, with or without cause, in whole or in part. **CONSULTANT** shall be compensated for all services completed prior to date of written termination notice on a time and materials basis as set forth in Attachment B, but compensation shall not exceed any lump sum contract amount specified herein.

Article 3. COMPENSATION.

3.1 **CLIENT** agrees to compensate **CONSULTANT** the Lump Sum of \$34,900.00 for work completed in accordance with the Scope of Work under Attachment A.

3.2 With respect to any service that is additional to services requested in Attachment A, **CONSULTANT** shall be compensated either on a time-and-material basis or on a lump sum basis, as set forth in any Order executed pursuant to this Agreement.

3.3 **CLIENT** agrees to compensate **CONSULTANT** for time and materials, as included in Attachment B – Standard Rate Schedule, for work performed as Additional Work, if no other payment terms are specified.

3.4 With respect to reimbursable expenses, **CONSULTANT** delivers plans and documents via next day services unless **CLIENT** specifies otherwise and expresses delivery charges are a reimbursable expense of this Service Agreement. Reimbursable expenses are listed in our Standard Rate Schedule attached.

Article 4. PAYMENT.

4.1 **CLIENT** agrees to compensate **CONSULTANT** in accordance with the fixed payment schedule included in Attachment A. While performing services, **CONSULTANT** shall submit invoices and any supporting documentation on a monthly basis, or as performance milestones are met, Subject to Section 4.2. Payment shall be due within 45 days from **CLIENT'S** receipt of the invoice and documentation, provided **CLIENT** agrees that the invoice is correct. If **CLIENT** wishes to reserve it's right to object to any invoice or part thereof, it shall give **CONSULTANT** written notice of such objection within 10 days of receiving

such invoice, and must pay any portion of the invoice that is not in dispute within 45 days from CLIENT'S receipt of the invoice.

4.2 Upon request, CONSULTANT shall provide to CLIENT, upon completion of the services requested and before final payment shall become due: (a) an affidavit that all payrolls, bills or materials and equipment and any other indebtedness connected with the services for which CLIENT may in any way be responsible, have been paid or otherwise satisfied; (b) other documentation, as may be reasonably requested by CLIENT, such as receipts, releases, and waivers of liens, establishing payment or satisfaction of all obligations. If any such obligation remains unsatisfied after all payments are made, CONSULTANT shall reimburse CLIENT for all monies that CLIENT may be required to pay, including cost and expenses, in discharging the obligation.

4.3 In the event that CLIENT institutes a suit against CONSULTANT for failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, CLIENT agrees to pay CONSULTANT any and all cost of defense.

4.4 Should litigation be necessary to enforce any term or provision of this Agreement or to collect any portion of the amount payable under this Agreement and is successfully prosecuted, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid by CLIENT.

4.5 A late-payment PENALTY of one and one-half percent (1-1/2%) per month, which is an annual rate of eighteen percent (18%), shall be applied to any unpaid balance, commencing 45 days after the date of the original invoice.

Article 5. USE OF SUB-CONSULTANTS.

5.1 CONSULTANT shall be permitted to use subconsultants or subcontractors as it may deem necessary in the performance of services with prior written consent from CLIENT. CLIENT shall not withhold such consent provided the subconsultants or subcontractors are reasonably qualified to perform the required service.

Article 6. ACTIONS BY OTHERS.

6.1 CONSULTANT shall not be liable for damages resulting from the actions or inactions of others including governmental agencies, and CONSULTANT shall only act as an advisor in CLIENT'S relations with others.

Article 7. USE OF CONSULTANTS INSTRUMENTS OF SERVICE.

7.1 All drawn or written documents prepared by CONSULTANT in the course of performing services under this Agreement or any subsequent Order for Additional Work, are instruments of CONSULTANT'S service for the sole use as set forth in this Agreement or in the Order for Additional Work and CONSULTANT shall be deemed the author of such documents and shall retain all common law statutory rights including the copyright. Furthermore, all documents produced and data collected in the course of performing services shall remain the property of CONSULTANT and may be used in CONSULTANT'S normal course of business without the consent of CLIENT.

7.2 Submission or distribution of documents to meet governmental regulatory requirements shall not be construed as publication in derogation of the CONSULTANT'S reserved rights.

Article 8. SITE ACCESS.

8.1 CLIENT hereby grants CONSULTANT permission to enter on the property that is the subject of this Agreement only for the purposes necessary to perform the work outlined in the Scope of Work. CLIENT shall also secure permission to access property necessary to complete the work outlined in the Scope of Work for which CLIENT does not have authority to permit access.

Article 9. REPRESENTATIVES.

9.1 CLIENT and CONSULTANT shall each designate an individual or individuals to serve as their representatives during the work performed under this Agreement.

Article 10. ENTIRE AGREEMENT.

10.1 This Agreement represents the entire understanding between the parties. This Agreement shall be amended only in writing and signed by both parties.

Article 11. APPLICABLE LAW.

11.1 Any controversies, claims, disputes, or litigation arising from or related to work to be performed under this Agreement shall be governed by the law of the State of Wisconsin.

Article 12. NOTICE.

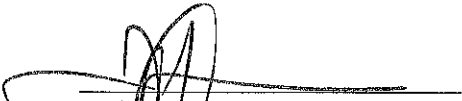
To: Paragon Associates, Inc.
632 Copeland Avenue
La Crosse, WI 54603
(608)781-3110
(608)781-3197 – Fax
Jeffrey S. Moorhouse, President
jeffm@paragon-assoc.biz

To: Lewis Kuhlman
City of La Crosse Planning Department
400 La Crosse Street
La Crosse, WI 54601

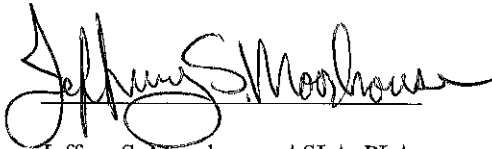
(608)789-7361
kuhlmanl@cityoflacrosse.org

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year set forth in the first paragraph.

City of La Crosse

Signature: 
By /Print Name: Adam Gilman
Title: Director of Dev./Plg.
Date: 4-16-2018

Paragon Associates, Inc.

Signature: 
By: Jeffrey S. Moorhouse, ASLA PLA
Title: President
Date: 4-18-18



March 8, 2018

Lewis Kuhlman, AICP
City of La Crosse – Planning Department
400 La Crosse Street
La Crosse, Wisconsin 54601

RE: Navy Reserve Pocket Neighborhood Survey and Civil RFP

Thank you for this opportunity to propose professional services on this project. We propose to provide the survey, site design and engineering for the platting, design, and construction plans and specifications for the project described in our phone call and meeting. We propose to provide this service for the Lump Sum fee of \$34,900.

Scope of Service

Survey services include drafting a final plat for the proposed project. It is our understanding that a preliminary plat in conformance with City of La Crosse Ordinance is not required. The final plat document will conform to City code and well as Ch 236 Wis Stats. Survey services will also include the necessary topographic and site mapping needed for engineering and planning services as outlined in this proposal. Monumenting the plat at the time it is approved is included. Our proposal does not include replacing monuments lost during construction.

Engineering Design services include civil related site plans for layout, grading, storm water management, site improvements, site restoration, erosion control, and landscape related to the storm water management facilities. Plan/profile sheets will also be drafted for the proposed public sewer and water improvements. Paragon will coordinate and make plan submittals to the DNR as necessary. Meetings necessary for the project with you and others will be provided. We will also provide up to three sets of final drawings to you for your records as well as pdf files of the bid package items prepared by us. Your office will be responsible for the front end of the bid package, plan distribution, and any City reviews or approvals including fees.

Authority over design and engineering solutions to site and utility requirements shall be at the discretion of Paragon Associates, Inc. Paragon shall only be obligated to provide engineering solutions that are consistent with City of La Crosse standards and that we feel are appropriate for the project even though there may be alternatives that could be delivered at a lower cost. Designing and consideration of alternatives to our preferred solutions will be done but those services are not included in the fee proposed and will therefore be considered additional services. For the purposes of our design, we will use a "typical" lot development to establish final design related to our work.

It shall also be understood that even though we may coordinate with a 3rd party contracted directly with the City (Spies), as our client, direction to act within the scope of the project will only come from you as the City's representative. Our services being proposed do not include bidding or construction services of any kind.

CIVIL ENGINEERING LANDSCAPE ARCHITECTURE SURVEYING

632 Copeland Avenue La Crosse, WI 54603 Tel. 608.781.3110 Fax 608.781.3197 www.paragon-assoc.biz

ATTACHMENT A

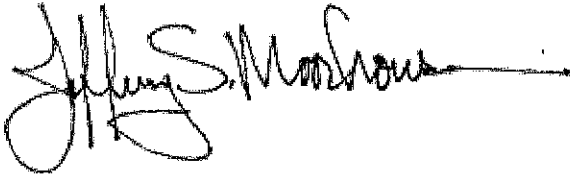


**PARAGON
ASSOCIATES**
Environmental Design & Consulting

The services of a geotechnical engineer will be required for soils analysis on the project but is not included in our fees. The services of other professionals such as electrical engineering, structural engineering, and legal advice relating to the project, if needed, are also not included in our proposal. All work not included in this proposal as well as reimbursable expenses not specifically asked for in the RFP shall be completed in accordance with our Standard Rate Schedule (attached).

We are proposing a complete design service for the surveying and civil-site work described above. If you see that we have missed something that you feel should be specifically included in the language of this proposal, please let us know and we will make the necessary adjustments. We look forward to working with you on this project.

Sincerely,



Jeffrey S. Moorhouse, ASLA PLA
President

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ATTACHMENT A



2018 STANDARD RATE SCHEDULE

Principal	135.00
Professional Engineer	105.00
Registered Land Surveyor	105.00
Landscape Architect	105.00
Graduate Engineer	85.00
Graduate Landscape Architect	85.00
AutoCAD Technician	85.00
Survey Crew	220.00
Administrative	60.00
Expert Testimony	235.00

- Reimbursable Expenses billed at 10% markup
- Mileage charges per current IRS rate.
- Reimbursable expenses include but are not limited to:
Mileage, reproduction costs, testing, application fees, shipping, permit fees, professional services by others as well as reasonable legal and defense costs associated with lawsuits or claims instituted by Client where Paragon Associates, Inc. is not found to be negligent.

Release and use of Paragon Associates, Inc. AutoCad file (when requested):
Paragon Associates, Inc. will provide an AutoCad file (current version) if we receive a properly endorsed Electronic File Release from the primary contractor who is the beneficiary (Beneficiary) of the data. The file then may be used ONLY by the Beneficiary and its employees. Transfer to a third party by the Beneficiary is prohibited. If the Beneficiary desires to engage a third party subcontractor or subconsultant, in any manner, where the electronic file will be used in any way by the third party; the third party shall also endorse an Electronic File Release and receive the file from Paragon. A processing fee of \$375 shall be paid for EACH Electronic File Release needed.

Rev. 1/02/18

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ATTACHMENT B