

# Dane County Contract Cover Sheet

*Res 626  
Significant*

<b>Dept./Division</b>	Dane County Department of Public Works
<b>Vendor Name</b>	KL Engineering, Inc.
<b>Vendor MUNIS #</b>	4223
<b>Brief Contract Title/Description</b>	Phase 2 Lower Yahara River Trail PS&E
<b>Contract Term</b>	4/15/19-6/1/2020
<b>Total Contract Amount</b>	\$ 141,000.00

<b>Contract #</b> <small>Admin will assign</small>	13647
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 118081
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	CPLWRESC	Obj Code	57780	Amount	\$ 141,000.00
Req # 1150	Org Code		Obj Code		Amount	\$
Year 2019	Org Code		Obj Code		Amount	\$


<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	626
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MS</i>	Received by DOA	3/27/19		
<i>ce</i>	Controller		3/29/19	
<i>GC</i>	Purchasing	3/28/19	3/28/19	
<i>MS</i>	Corporation Counsel	3/27/19	3/27/19	
<i>MS</i>	Risk Management	3/27/19	3/27/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Ryan Shore	<b>Name</b>	Samantha Herheim
<b>Phone #</b>	608-266-4475	<b>Phone #</b>	608-663-1218 ext. 284
<b>Email</b>	shore@countyofdane.com	<b>Email</b>	sherheim@klengineering.com
<b>Address</b>	1919 Alliant Energy Center Way Madison, WI 53713	<b>Address</b>	5400 King James Way, Ste. 200 Madison, WI 53719

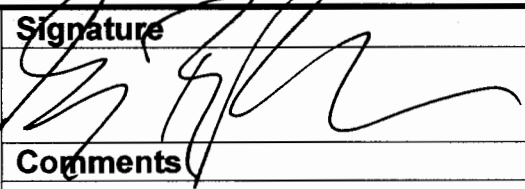
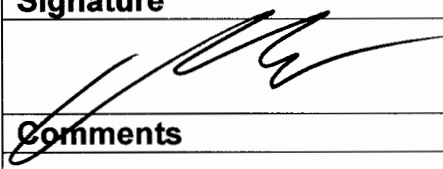
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		
	<b>Printed Name</b>  John Welch	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		
	<b>Comments</b>	

**COUNTY OF DANE**  
**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT**

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COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: March 25<sup>th</sup>, 2019

Project No.: \_\_\_\_\_

Agreement No.: 13647

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, Highway & Transportation, hereinafter referred to as "COUNTY", and KL Engineering Inc., 5400 King James Way, Suite 200, Madison, WI 53719, hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

Phase 2 Lower Yahara River Trail PS&E

WHEREAS, COUNTY deems it advisable to engage the services of the A/E to furnish professional services in connection with this project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the A/E represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY,

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, COUNTY and the A/E have executed this Agreement as of the above date.

KL ENGINEERING INC.

COUNTY OF DANE

[Signature]  
Signature

3/27/19  
Date

\_\_\_\_\_  
Joseph T. Parisi, County Executive Date

RYAN SEANHOFFER  
Printed Name

\_\_\_\_\_  
Scott McDonell, County Clerk Date

SR. VICE PRESIDENT  
Title

39-1708153  
Federal Employer Identification Number (FEIN)

1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the "A/E" shall be governed by the following Terms and Conditions.
- 1.B. The A/E shall provide technical and professional services under this Agreement for the project area identified on Exhibit B. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The A/E shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the A/E shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The A/E is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- 1.E. By accepting this Agreement, the A/E represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The A/E shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor's schedule is not negatively impacted.
- 1.G. The A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the A/E of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.H. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.I. The A/E may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.J. In the performance of this Agreement, the A/E shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals

document. The COUNTY reserves the right to update County Master Specifications Division 00 and Division 01 at any time, including after the signing date of this Agreement. The A/E shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the A/E shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

1.K. For this project the following terms will be in use:

1.K.1) Project Planning Team = Dane County staff from the Land and Water Resources Department, Public Works Engineering Division, the architect / engineering design team (A/E). Occasionally, others may be asked to join or provide input to this team.

## 2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

2.A. General:

2.A.1) Services are to be provided by the A/E in each of the following phases:

Study Phase  
Design Development Phase  
Construction Documents Phase

2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

2.A.3) The A/E shall create a log of all COUNTY and A/E generated design changes resulting from meetings and communications from COUNTY. This log shall be kept throughout the entire design process and submitted to COUNTY every two (2) months.

2.A.4) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Study Phase:

2.B.1) WETLAND DELINEATION: Conduct wetland determination and delineation within project area prior to 15% plan completion in compliance with the procedures and standards set forth in the USACE Manual (USACE 1987), subsequent guidance documents (USACE 1991, 1992), Guidelines for Submitting Wetland Delineations in Wisconsin to the St. Paul District Corps of Engineers (USACE 1996), and the Basic Guide to Wisconsin's Wetlands and their Boundaries (Wisconsin Department of Administration Coastal Management Program 1995).

2.B.2) SURVEY: Conduct a topographic survey at 1' contour interval of existing land features, utility infrastructure and easements, existing trail easement, property boundaries, and any other information necessary to complete design and

permitting within the project area identified on Exhibit B. Owner will provide CSMS of existing trail easement at Fairview Street and County owned lands within the project area. Conduct topographic survey tied into the NAVD88 datum and Dane County Coordinate System.

2.B.3) GEOTECHNICAL SURVEY: The purpose of the Geotechnical Investigation is to provide subsurface information for construction plans and to develop recommendations for the construction of the trail and associated structures. Dane County will provide necessary tree clearing for drill rig access prior to drilling for soil borings.

2.B.4) ARCHAEOLOGICAL/CULTURAL REVIEW: The archaeological/cultural review will be used to determine if historic or culturally sensitive sites are within areas proposed to be disturbed at the 30% plan completion milestone. Archaeological/cultural review will be limited to an approximate 500'x40' wide corridor of existing mown trail in Fish Camp County Park and an approximate 3000' x 40' proposed trail corridor that will be field staked between Lake Kegonsa State Park and the Door Creek wetland complex. Utilization of federal funds is not anticipated for design or construction of the trail, and therefore is not subject to review under Section 106 of the National Historic Preservation Act or Wisconsin Statutes.

2.B.5) Study Phase deliverables shall be:

2.B.6) MEETINGS:

1. Initial on-site tour/kick off meeting.
2. Site analysis/wetland delineation review prior to development of 15% wetland crossing plan.

2.B.6) a. WETLAND DELINEATION:

1. Locate, stake and GPS wetland boundary as determined. Provide GIS shapefile data of delineated boundary from GPS survey. Provide PDF file of Wetland Delineation Report and Data Forms documenting work performed, existing conditions, maps and findings.

2.B.6) b. SURVEY

1. Provide rebar with cap benchmarks for establishing future horizontal and vertical control as necessary to design and construct the trail. Provide ascii electronic file for all survey and benchmark points in format of point, northing, easting, elevation, description.
2. Provide survey plan in electronic (CAD) format. The electronic CAD format shall be consistent with AutoCAD Civil 3D 2016. The CAD format shall include points, breaklines, linestyles representing features, and 1 foot contours.
3. Field stake approximately 3000' of centerline of proposed trail centerline horizontal alignment every 100' at 30%, 60% and final plan

completion levels. Assume proposed trail corridor will be accessible to conduct field survey staking by foot or ATV.

#### 2.B.4) c. GEOTECHNICAL SURVEY

1. A Site Investigation Report (SIR). The SIR describes the subsurface investigation, laboratory testing, analyses, computations and recommendations for structure loads. Initially, up to 16 subsurface borings will be completed ranging in depths from 5' to 75' in depth. See attached Exhibit C for approximate locations and depths. All data relative to the underground conditions which may affect the design of the proposed structure's foundation are reported.
2. Subsurface Exploration (SE) sheet. The SE sheet is a CAD drawing that illustrates the soil boring locations and is a graphical representation of the driller's findings.
3. Provide survey report in electronic (Word) format. Provide survey plan in electronic (CAD) format. The electronic CAD format shall be consistent with AutoCAD Civil 3D 2016.

#### 2.B.4) d. ARCHAEOLOGICAL/CULTURAL REVIEW

1. Complete the Wisconsin Public Lands Field Archaeological Permit and submit to Wisconsin State Historical Society, Division of Historic Preservation pursuant to the Field Archaeology Act. (Wisconsin Statute 44.47).
2. Complete literature and records review. Records review to include review of Wisconsin State Historical Society, Division of Historic Preservation records, and records associated with the Wisconsin Burial Sites Preservation Office for information regarding previously recorded archaeological/cultural resources within the proposed trail corridor.
3. Provide an archaeological reconnaissance survey of an area approximately 3500'x40' of proposed trail corridor that includes shovel test survey and visual inspection. Shovel testing to consist of excavation of small test pits down to archaeologically sterile soil and limited to areas of interest based on records review and visual inspection. Dane County strongly practices preservation in place and desires only the minimum number of test pits necessary to determine if archaeological/cultural resources are present within areas proposed to be disturbed. Assume project area is accessible by foot or ATV.
4. Non burial cultural resources inadvertently discovered during shovel testing shall be documented including GPS coordinates and immediately returned as closely as possible to their original location. Inadvertent burial discoveries are not anticipated within this corridor. A contract change order will be negotiated in the event of an inadvertent burial discovery.



5. Provide a report of investigations including results of the records check, field survey work and recommendations for areas of avoidance. (If any are discovered.)

2.C. Design Development Phase:

1. Prepare 15% wetland crossing plans to show sufficient detail of possible structures or construction materials for proposed methods of traversing wetlands. This task will be completed and submitted for County review before a 30% plan will be prepared.
2. Prepare 30% shared use trail plans from Fish Camp County Park to State Park boundary to show sufficient detail for commencing permit application submittals and archaeological review. Designs should provide the best balance between minimizing environmental impacts, practical construction considerations, right of way limitations, acceptable slopes, aesthetics, compatibility with existing utilities and cost considerations.
3. Prepare 60% plans, specifications and estimates of shared use trail plans from Fish Camp County Park to State Park.

2.C.1) Design Development Phase deliverables shall be:

2.C.2) MEETINGS

1. 15% wetland crossing plan review.
2. 30% shared use trail plan review.
3. 60% shared use trail plan review.
4. Pre-permit application discussion.
5. Pre-submittal permit review.

- 2.C.2) a. Electronic version of all documents delivered via e-mail, file formats per County request.

2.D. Construction Documents Phase:

- 2.D.1) Upon approval of necessary water regulatory/erosion control/stormwater management permits, finalize plans, specifications and cost estimates (PSE) for shared use trail and facilities.
- 2.D.2) Construction Documents shall comply with the COUNTY Master Specifications Division 00 and Division 01.
- 2.D.3) The Construction Documents shall be internally consistent in terms of coordination between:
  - 2.D.3) a. Work of the A/E and its consultants.
  - 2.D.3) b. Requirements of various divisions or trades.

2.D.3) c. Drawings and specifications.

2.D.4) During this phase, the A/E shall develop and provide documents for the systems designed under this Agreement which will achieve a biddable and constructible project, compliant with all applicable environmental, stormwater, building and safety codes, statutes and ordinances and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:

2.D.4) a. Coordination, to protect the integrity of the design and facilitate construction with:

2.D.4) a.(1) Manufacturers: Ensure that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.

2.D.4) a.(2) Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.

2.D.4) a.(3) Governmental authorities having jurisdiction over the work:

AGENCY COORDINATION\*

2.D.4) a.(3)(a) \*Assumption some level of wetland fill will be proposed and purchase of wetland banking credits by County will be mitigation method. This item is not considered complete until all necessary permits have been approved.

2.D.4) a.(3)(b) Wisconsin DNR WRAPP Permit

2.D.4) a.(3)(c) Wisconsin DNR Individual Wetland Permit (Fill)

2.D.4) a.(3)(d) Wisconsin DNR Individual Chap. 30 Permit (Bridge)

2.D.4) a.(3)(e) Army Corps. of Engineers Permit

2.D.4) a.(3)(f) Prepare Section 404 Permit (Wetland Fill)

2.D.4) a.(3)(g) Dane County Stormwater, Erosion Control and Floodplain Zoning Permits

2.D.4) b. Prepare Construction Documents consisting of:

2.D.4) b.(1) Plans, elevations and sections at a 1:40 scale on 11"x17" size sheets and sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.

2.D.4) b.(2) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.

2.D.4) b.(3) Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding and construction process.

- 2.D.4) c. Unless otherwise agreed to by COUNTY in writing, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.
- 2.D.4) c.(1) The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity.
- 2.D.4) c.(2) The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.
- 2.D.4) c.(3) The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.
- 2.D.4) c.(4) When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, each such known manufactured product shall be specified for potential use on the project.
- 2.D.4) c.(5) The professional judgment of the A/E or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
- 2.D.4) c.(6) The A/E shall compile and include in the construction contract documents a summary listing of all submittals required for the project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.
- 2.D.5) Upon determination by the A/E that the final project design is represented by completed Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.
- 2.D.5) a. The A/E shall provide COUNTY with review sets in a format and standard specified by the COUNTY.
- 2.D.5) b. COUNTY will issue a list of recommended changes / corrections to be incorporated into the next review set or final documents. The A/E shall within seven (7) calendar days transmit written replies from the A/E and its

sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY shall be incorporated into the documents.

2.D.6) Prior to submission of the final documents, the A/E shall call for a final review meeting with COUNTY, if needed, to finalize and prepare for publication of the final bidding documents, with any conditions required by COUNTY.

2.D.7) At the time of delivery of the final documents, the A/E shall report to COUNTY, in writing with updated estimates of project costs and schedules.

2.D.8) Constructions Documents Phase deliverables shall be:

2.D.9) MEETINGS

1. Final plan, specification and estimate (PSE) shared use trail plan review.

2. Project closeout discussion.

#### PLANS

Typical cross sections at 50' intervals, plan and profile sheets for proposed at grade trail segments. Hydrology and hydraulic calculations necessary for all proposed culvert crossings. Includes equalizing culverts for proposed at-grade trail sections. Plan and profile sheets for all proposed culvert crossings. The plans shall be of sufficient detail to allow for field survey staking with customary degree of accuracy. Fully dimensioned plans and specifications for boardwalk/bridge structures with controlling elevations. Single span prefabricated bridge assumed for structure crossing of Door Creek. This structure will be supported on two concrete abutments (which will also support the adjoining boardwalk approaches). The plans shall be of sufficient detail to allow for field survey staking with customary degree of accuracy. Boardwalk section is assumed to be approximately 2,000-ft in length. This length and location are flexible and will be determined during the design. Design level of effort assumes 4 overlooks. Piling plans shall be of sufficient detail to allow for field survey staking with customary degree of accuracy. Boardwalk sections of the trail assumed to be supported on typical helical piles. If a pan system is needed or desired due to cultural or subsurface soil conditions, a contract change order will be negotiated for a pan supported boardwalk design for that segment of trail. Design and engineering for an approximate 60'x80' parking lot with a north entrance drive on the east side of the net house at Fish Camp County Park. The parking lot would be a redevelopment of the existing impervious storage area and is not anticipated to require storm water management facilities. Construction documents shall include signage, erosion control and traffic control plans.

2.D.9) a. Final Construction Documents:

- (1) One (1) bound, stamped hard copy of final construction documents to be submitted by A/E to County and
- (2) Electronic version of all final construction documents delivered via email using file formats requested by County.
- (3) All final plans, specifications and estimates subject to County review and approval.

**3. ARTICLE 3: COUNTY'S RESPONSIBILITIES**

- 3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
- 3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.
- 3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- 3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.
- 3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.G. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).

**4. ARTICLE 4: COMPENSATION**

- 4.A. A/E fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

- 4.A.1) COUNTY will pay the A/E a lump sum fee of \$141,000.

- 4.B. The A/E's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

- 4.B.1) Principals' time at a fixed rate of \$[ ] per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

- [ ]

- [ ]

- [ ]

- 4.B.2) Other design staff shall be billed at these fixed rates:

Senior design architect / engineer: \$[ ] per hour

Junior design architect / engineer: \$[ ] per hour

Senior designer: \$[ ] per hour

Junior designer: \$[ ] per hour

Drafting: \$[ ] per hour

Clerical: \$[ ] per hour

4.B.3) Employee's time shall be computed using the employee's basic hourly salary and include overhead costs for clerical support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for persons in consultation, research and design in producing drawings, specifications and other documents pertaining to the project and for services during construction at the site.

4.C. Additional Services:

4.C.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the A/E's Agreement.

4.C.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.

4.C.1) b. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

4.C.1) c. Preparing detailed models, perspective or renderings.

4.C.1) d. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.

4.C.1) e. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.

4.C.1) f. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.

4.D. Payments to the A/E:

4.D.1) Payments of the A/E's lump sum fee will be made monthly based on approved completed percentages of the milestones listed below:

Wetland Delineation	\$6,100
Topographic Survey	\$18,800
Archaeological Review	\$4,100
Geotechnical Survey	\$17,300
Trail Plans	\$68,400
Agency Coordination	\$18,800
Meetings	\$7,500

4.D.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that final construction documents have been satisfactorily completed by the A/E, COUNTY will determine how and when the remaining lump sum fee is disbursed.

4.D.3) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

4.D.3) a. Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.

4.D.4) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

## **5. ARTICLE 5: ACCOUNTING RECORDS**

5.A. Records of the A/E's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the A/E.

## **6. ARTICLE 6: TERMINATION OF AGREEMENT**

6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the A/E. In the event of termination, the A/E will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon

termination, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by COUNTY.

- 6.B. In the event the Agreement between the A/E and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

#### **7. ARTICLE 7: OWNERSHIP OF DOCUMENTS**

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

#### **8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION**

- 8.A. A/E shall indemnify, hold harmless and pay for the defense of COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of A/E furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of A/E under this paragraph shall survive the expiration or termination of this Agreement.

#### **9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE**

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.



## **10. ARTICLE 10: OTHER INSURANCE**

10.A. The A/E and its consultants retained under terms of this Agreement shall:

10.A.1) Maintain Worker's Compensation Insurance:

10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the A/E's and consultant's employees engaged in work associated with the project under this Agreement.

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.

10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

## **11. ARTICLE 11: MISCELLANEOUS PROVISIONS**

11.A. A/E warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.

11.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.

11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the A/E from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.

11.D. Successors, Subrogees and Assigns. COUNTY and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.

11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating

to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Deputy Public Works Director for review and resolution. The decision of the Deputy Public Works Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.

- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E.
- 11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

## **12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT**

12.A. During the term of this Agreement, A/E agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). A/E agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

### **12.B. Civil Rights Compliance:**

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been

received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.

- 12.B.2) A/E agrees to comply with the COUNTY's civil rights compliance policies and procedures. A/E agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the A/E. A/E agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. A/E further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- 12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. A/E shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- 12.B.4) A/E shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

ATTACHMENT A

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: [Date] \_\_\_\_\_

Project No.: [No.] \_\_\_\_\_

Agreement No.: [No.] \_\_\_\_\_

THIS AGREEMENT is between [A/E Name], hereinafter called "A/E", executing this Agreement, and [Consultant Name] hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

[Public Works Project Title]

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Agreement between COUNTY and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Agreement with COUNTY and the A/E's Agreement with the Consultant, the A/E's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the A/E which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the A/E and the Consultant have executed this Agreement.

[Consultant Firm Name] [A/E Firm Name]

Signature Date

Signature Date

Printed Name

Printed Name

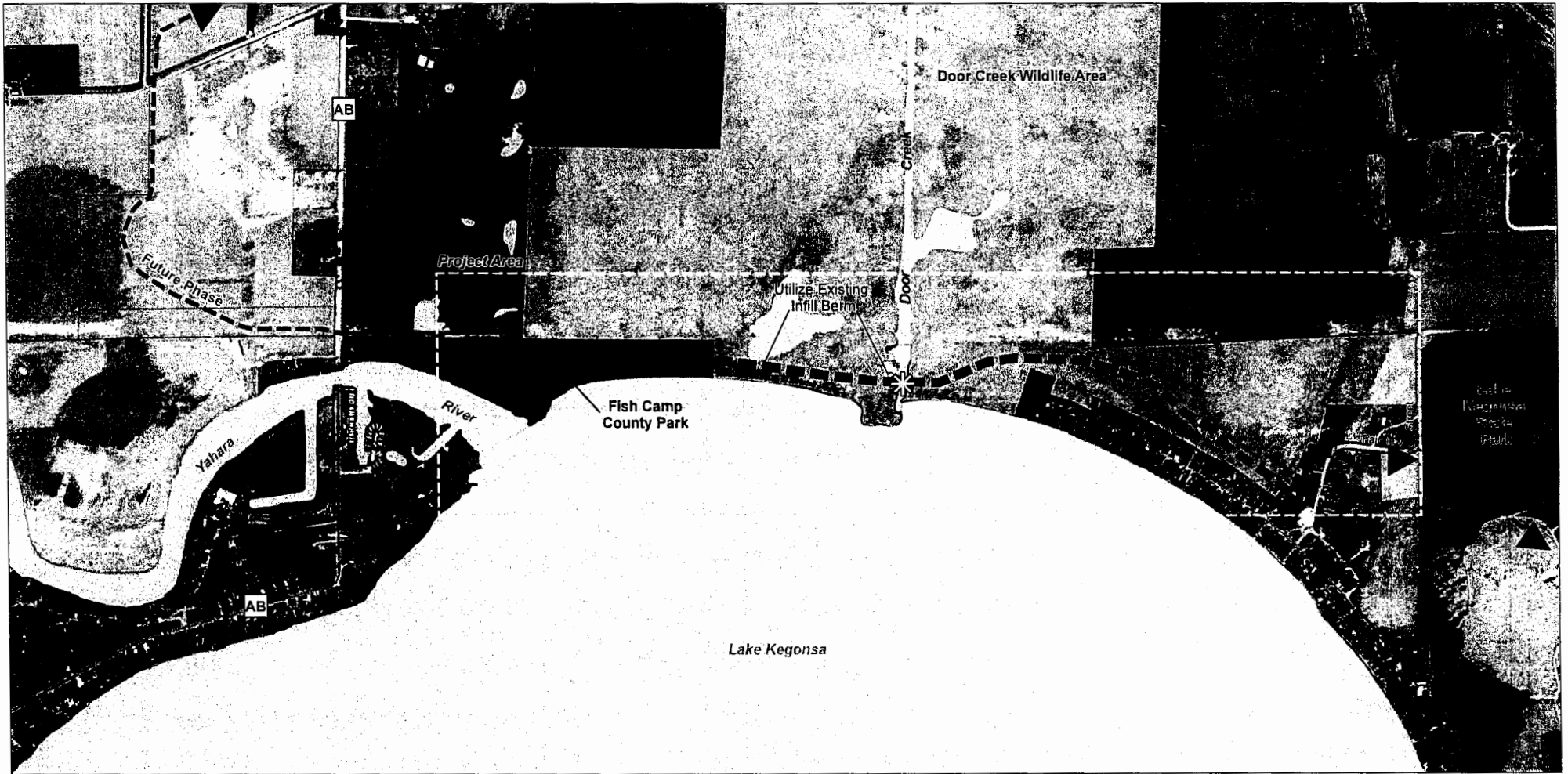
Title

Title

Providing the following services:

[Describe services]

# Lower Yahara River Trail Phase 2: Fish Camp County Park to Lake Kegonsa State Park Segment



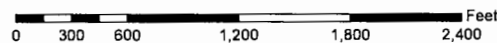
**Legend**

- County Wildlife Land
- County Park Land
- County Resource Area

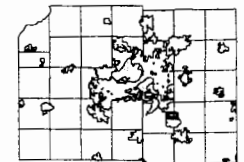
- Proposed Lower Yahara Trail: Phase 2
- Lower Yahara River Trail: Future Phase
- Proposed Bike/Pedestrian Bridge

## EXHIBIT B: PROJECT AREA

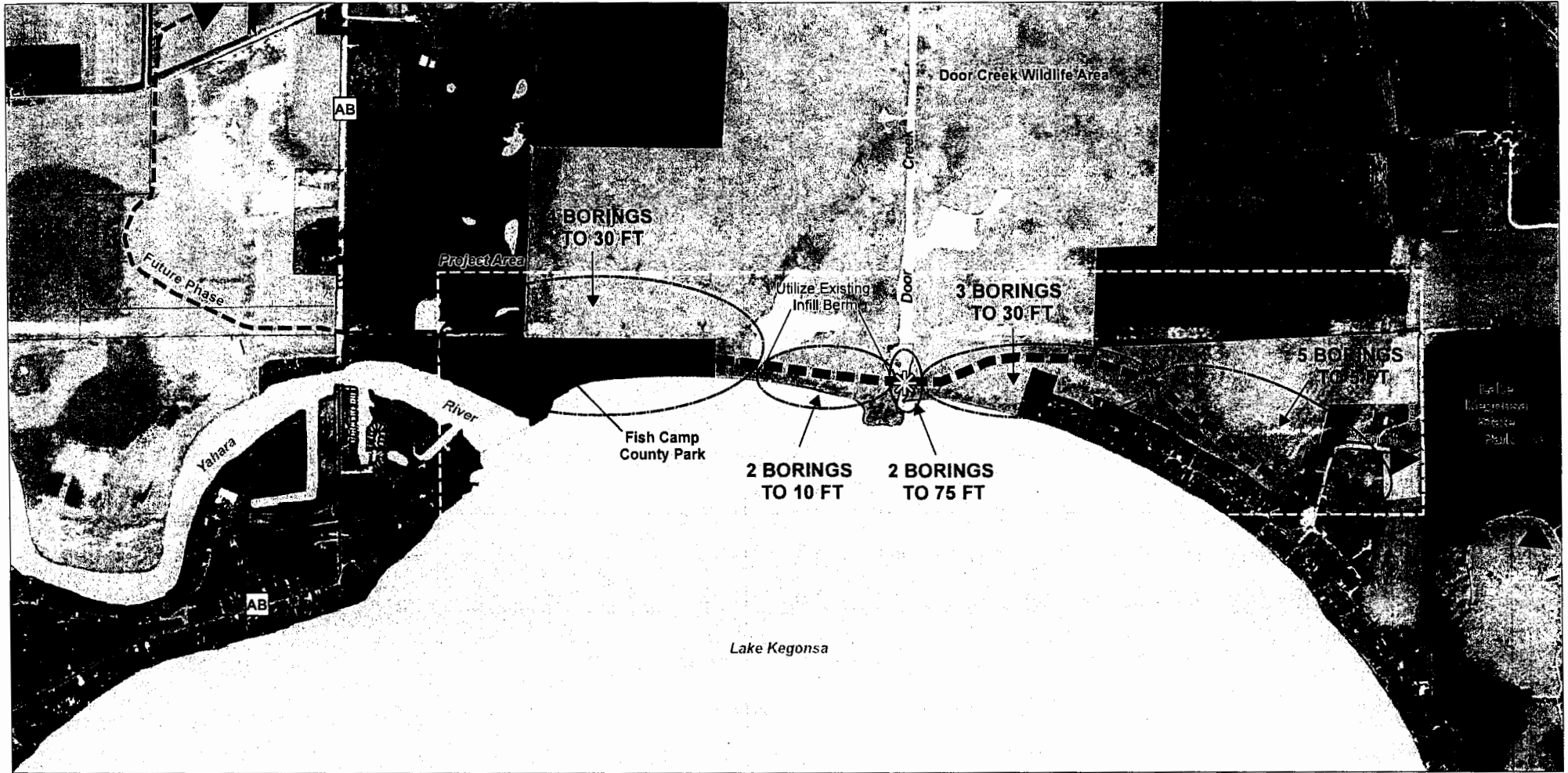
Scale: 1" = 300'-0"



Map Revised: March 3, 2019



# Lower Yahara River Trail Phase 2: Fish Camp County Park to Lake Kegonsa State Park Segment



## EXHIBIT C: PROPOSED BORINGS

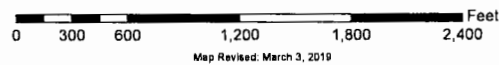


### Legend

- County Wildlife Land
- County Park Land
- County Resource Area

- Proposed Lower Yahara Trail: Phase 2
- Lower Yahara River Trail: Future Phase
- Proposed Bike/Pedestrian Bridge

Scale: 1" = 300'-0"



Map Revised: March 3, 2019

