

# Dane County Contract Cover Sheet

Res 29  
Significant

<b>Dept./Division</b>	Public Works, Highway & Transportation
<b>Vendor Name</b>	KL Engineering
<b>Vendor MUNIS #</b>	4223
<b>Brief Contract Title/Description</b>	The Dept of Public Works, Highway & Transportation has awarded the contract for the design of CTH M from CTH Q to STH 113 to KL Engineering.
<b>Contract Term</b>	1/1/18-12/31/18
<b>Total Contract Amount</b>	\$ 719,300

<b>Contract #</b> <small>Admin will assign</small>	13390
<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 # 118026
	<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	

<b>MUNIS Req.</b>	Org Code	HWCONCAP	Obj Code	57262	Amount	\$ 719,300
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	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.	<b>Res #</b>	029
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	5/17/18		
CA	Controller		5/17/18	
PCP	Purchasing	5/18/18	5/18/18	
	Corporation Counsel	5/18/18	5/18/18	
	Risk Management	5/17/18	5/17/18	Req. for environmental insurance waived
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Jim Matzinger	<b>Name</b>	Scott Cramer
<b>Phone #</b>	266-4040	<b>Phone #</b>	608-663-1218
<b>Email</b>	Matzinger@countyofdane.com	<b>Email</b>	scramer@klengineering.com
<b>Address</b>	2302 Fish Hatchery Rd, Madison WI 53713	<b>Address</b>	5400 King James Way, Ste 200, Madison WI 53719

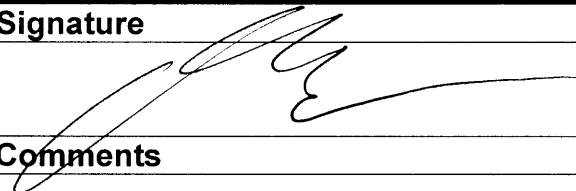
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard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

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		5/16/18
	<b>Printed Name</b>	
	Gerald Mandli	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		5/31/18
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		5/18/18
	<b>Comments</b>	

DANE COUNTY CONTRACT # 13390



# of Pages Including Schedules: 37  
Expiration Date: May 30, 2020  
Authority: Res. # , 17-18  
Department: Highway  
Maximum Cost: \$719,300  
Registered Agent: N/A  
Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and KL Engineering, Inc. (hereafter, "PROVIDER"),

**WITNESSETH:**

WHEREAS COUNTY, whose address is 2302 Fish Hatchery Road, Madison, WI 53713-2495, desires to purchase services from PROVIDER for the purpose of the CTH M (CTH Q to STH 113) Preliminary Design; and

WHEREAS PROVIDER, whose address is 5400 King James Way, Suite 200, Madison, WI 53719, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. **ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. **TERMINATION:**

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. **PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. **REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:

A. PROVIDER shall indemnify, hold harmless and defend 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 PROVIDER's furnishing the services or goods 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 by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

5/17/18  
PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER 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). PROVIDER 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.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER 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. PROVIDER 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. PROVIDER 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. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, 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 PROVIDER 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 PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER'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. PROVIDER 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.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

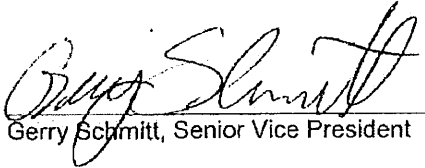
XIII. **MISCELLANEOUS:**

- A. Registered Agent. PROVIDER 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, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. 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.
- C. Limitation Of Agreement. 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.
- D. Entire Agreement. 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.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.



IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

  
\_\_\_\_\_  
Gerry Schmitt, Senior Vice President

5-15-18  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_

\_\_\_\_\_  
Date Signed

\*\*\*

FOR COUNTY:

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date Signed

\* [print name and title, below signature line of any person signing this document]

rev. 05/2018

# **SCHEDULE A**

## **Scope of Services**

### **DEFINITIONS**

- COUNTY means Dane County.
- CONTRACT means the agreement between the COUNTY and a CONSULTANT setting forth the obligations of the parties to the CONTRACT.
- CONSULTANT means proposer awarded the CONTRACT.
- FHWA means Federal Highway Department.
- PROJECT means the specific section of highway proposed for improvement by the COUNTY in this CONTRACT.
- Services means the engineering services, labor, equipment, and materials furnished by the CONSULTANT in accordance with the CONTRACT.
- DEPARTMENT means the Wisconsin Department of Transportation.
- MANUAL means the State of Wisconsin Facilities Development Manual and other manuals referenced therein.
- RFP means the Request for Proposal.

### **SCOPE OF SERVICES**

#### **A. GENERAL**

This PROJECT is to prepare an Environmental Document along with 50% plans and estimates following DEPARTMENT and Chapter Trans 400, Wisconsin Administrative Code procedures for reconstruction of CTH M between CTH Q "North" and STH 113.

CTH M will be reconstructed on its existing alignment to an urban boulevard with 4-vehicular travel lanes, 2-bike lanes, raised curbed median, gravel shoulders or curbed shoulder area as needed and a multi-use path on one side of the road. The CTH K intersection is to be reviewed for possible relocation approximately 700 feet west and the Oncken Road and Mary Lake Road intersections will need to include ICE signal warrant analyses. All other intersections will be evaluated and designed to meet traffic requirements per the MANUAL.

There are four structures located within the corridor. B-13-439 a two span slab structure over Six Mile Creek; B-13-601 a dual cell concrete box on Dorn Creek; a pedestrian bike tunnel located approximately 0.1 miles south of Oncken Road and a Golf Cart precast box tunnel located approximately 0.15 miles southwest of Signature Drive. Each structure will be evaluated to determine if they can be added onto or if a separate structure will be required to accommodate the new pavement section.

#### **B. DESIGN**

Preparation of 30% and 50% plans are to follow DEPARTMENT procedures and specifications and include the following general items which will be reviewed and approved by COUNTY and DEPARTMENT staff. Design assumes a 4-lane urban or suburban (curbed median and rural shoulders) typical section with on road bike lanes and an off road path.

- (1) Field survey, geotechnical report, pavement design, horizontal and vertical design, drainage design, structure layout and intersection layouts
- (2) Define the existing and proposed R/W needs

- (3) Conceptual construction staging plans so that any potential R/W (easements) needed are accounted for in Environmental Document
- (4) Traffic staging shall be planned to accommodate one lane of traffic in each direction for the duration of the project.

Specific items which will be included in this CONTRACT are listed below.

- (1) The CONSULTANT shall provide the COUNTY with two conceptual design alternatives for the relocation of the CTH K intersection. The CTH K intersection evaluation will also include North Shore Bay Drive. These intersections will be analyzed per FDM Section 11-25-3 Intersection Control Evaluation. The following intersections shall be analyzed for ICE (signal warrants)
  - (a) Oncken Road/Governor Nelson State Park Entrance
  - (b) Mary Lake Road/Kupfer Road
- (2) The following intersections shall be analyzed and redesigned to meet intersection requirements for the projected traffic volumes. No "ICE" evaluation is required for these intersections. Intersections that are currently signalized will remain signalized and those under stop conditions will remain as stop controlled.
  - (a) CTH Q
  - (b) West Point Road
  - (c) Signature Drive
  - (d) Fox Bluff Lane
  - (e) Signature Drive/Bishops Way
  - (f) Burr Oaks Drive
  - (g) Perch Place (2-intersections)
  - (h) Borchers Beach Road
  - (i) Bishops Bay Parkway (new intersection located approx. ½ mile south of Oncken on the west side of road)????
  - (j) Mansfield Drive
  - (k) Woodland Drive
  - (l) Willow Road (2-intersections)
- (3) STH 113 to Blue Bill Park Drive: It is assumed the PROJECT will stop at the Blue Bill Park Drive Intersection and no analysis will be needed between Blue Bill Park Drive and STH 113. This section will be considered for a mill and overlay in the final design contract.
- (4) The CONSULTANT shall provide an intersection control evaluation report including traffic modeling results and findings for the 3-intersections specifically called out for ICE evaluation.

**C. DESIGN REPORTS**

- (1) Concept Definition Report: Not required in Phase 1.
- (2) Design Study Report: Not required in Phase 1.

(3) Soils and Subsurface Investigation:

The CONSULTANT or the CONSULTANT'S subconsultant will provide soil borings including classifying soils by pedological means to provide pavement design data. The soil borings are to be 10 feet deep and spaced once every 1,000 feet. The CONSULTANT shall recommend the location of soil borings and shall coordinate with their subconsultant. Any geological engineering analyses required shall be part of CONSULTANT scope. The COUNTY will provide traffic control for the soils and subsurface investigation.

(4) Pavement Design Report:

The CONSULTANT shall prepare a Pavement Type Selection Report as set forth in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. One copy of the report shall be submitted to the COUNTY for review and an additional copy shall be sent to the DEPARTMENT for approval.

(5) Construction Staging/Traffic Routing Plan:

This document will be a precursor to the TMP that will be completed in Phase 2 of the CTH M Design. The CONSULTANT shall prepare a Construction Staging/Traffic Routing Plan to identify the type of TMP required in Phase 2 and to determine what if any impacts there will be on R/W requirements.

The CONSULTANT is to prepare a construction staging/traffic routing report including plan sheets that is detailed enough to identify potential traffic conflicts, delays and to address additional R/W needs.

The Construction Staging/Traffic Routing plans will be reviewed and approved by the COUNTY.

**D. ENVIRONMENTAL DOCUMENTATION**

The CONSULTANT shall assess the probable environmental impacts of the PROJECT as described in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code and recommend to the DEPARTMENT the appropriate level of environmental documentation. The type of environmental document required will depend upon the type of action (Type IV, Type III, Type II, Type I) according to the Environmental Action List presented in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Upon the DEPARTMENT'S concurrence of the level of environmental documentation, the CONSULTANT shall prepare the appropriate environmental document in accordance with the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code for approval by the DEPARTMENT.

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS

400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Environmental Assessments:

- (a) Publish the notification of the availability of the Environmental Assessment as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code.
- (b) Revise the Environmental Assessment to address comments received during the public availability period.

(2) Environmental Impact Statements (Not Used):

(3) Agricultural Impact Notice:

Prepare an Agricultural Impact Notice, as specified in the MANUAL, for all lands from farm operations which may be acquired for this PROJECT. Submit Agricultural Impact Notice to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

(4) Section 4(f) Evaluation:

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the DEPARTMENT for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation as specified set forth in the MANUAL.

(5) Section 6(f) Evaluation:

The CONSULTANT shall prepare a Section 6(f) evaluation in accordance with the procedures as set forth in the MANUAL.

(6) Historical and Archaeological Surveys and Studies:

- (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the Region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.
- (b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".

(7) Noise Analysis:

Complete noise analysis as specified in the MANUAL and Chapter TRANS 405, Wisconsin Administrative Code. Findings of the noise analysis shall be incorporated into the environmental document prepared for the PROJECT.

(8) Air Quality:

The CONSULTANT shall evaluate the effects of the PROJECT on air quality in accordance with Chapter NR411, Wisconsin Administrative Code, Department of Natural Resources modeling guidance, and the procedures in the MANUAL, including the Clean Air Act as amended. The CONSULTANT shall prepare and transmit an appropriate air quality screening analysis to the Department of Natural Resources for approval if required. When the screening analysis produces values at or above the 75% of any ambient air quality standard for carbon monoxide, or the Wisconsin Department of Natural Resources does not approve the screening analysis findings, the CONSULTANT shall prepare a detailed analysis and complete all forms necessary to make application for an air quality construction permit. The CONSULTANT shall provide all such analysis and forms to the COUNTY.

(9) Hazardous Materials/Contamination Assessments:

- i. The CONSULTANT shall conduct a Phase 1 Hazardous Materials Assessment for the PROJECT in accordance with the MANUAL.
- ii. Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
- iii. The COUNTY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

**E. AGENCY COORDINATION**

The CONSULTANT shall consult with all affected local, state, and federal agencies and supply them with the necessary information concerning the PROJECT, including exhibits, so as to enable them to discharge their responsibilities within their jurisdiction.

Contact with these agencies shall be made early enough in the development of the PROJECT to enable them to make a timely response so that their comments can be considered at the appropriate stage of Services under the CONTRACT resulting from the RFP. These contacts shall be identified within the public involvement plan and public participation log as set forth under the provisions of Section 2.3.F. of the RFP.

The CONSULTANT shall keep the COUNTY fully informed of its activities.

## **F. RAILROAD/UTILITY INVOLVEMENTS**

### **(1) General:**

- (a)** The COUNTY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT in completing railroad and utility coordination. If necessary, the list should be expanded by the CONSULTANT based on any additional facilities found in the field or based on contacts with other utilities. All known utilities should be invited to the Operational Planning Meeting.

### **(2) Utility Coordination:**

- (a)** The CONSULTANT shall arrange to have all utilities field located and picked up with the design survey for this PROJECT. Collection of the information and incorporation into the plans shall follow procedures as laid out in the MANUAL.
- (b)** It is the responsibility of the CONSULTANT to locate existing utilities on plans and plats.

## **G. PUBLIC INVOLVEMENT**

The CONSULTANT, after consultation with COUNTY shall prepare a Public Involvement Plan for this PROJECT.

In cooperation with the COUNTY the CONSULTANT shall maintain a log of public involvement activities associated with this PROJECT.

During the life of this CONTRACT the CONSULTANT shall assist the COUNTY in answering all questions received from the general public about this PROJECT

### **(1) Informational Meetings:**

- (a)** The CONSULTANT shall conduct up to three informational meetings to acquaint the public with the concepts and probable impacts of this PROJECT.
- (b)** The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.
- (c)** The CONSULTANT shall prepare a summary report after the public information meetings.
- (d)** The CONSULTANT shall consult with the COUNTY after the public informational meetings to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
- (e)** The CONSULTANT shall make all the necessary arrangements for scheduling the meetings and provide notices and press releases for the COUNTY'S use. The CONSULTANT shall notify all adjacent and affected property owners. Mailing labels will be provided by the COUNTY.

- (f) The CONSULTANT shall provide the COUNTY with copies of all public involvement correspondence and file notes.
  - (g) The CONSULTANT shall coordinate meeting schedules with the COUNTY'S representative.
- (2) Formal Public Hearing:
- (a) The CONSULTANT shall assist the COUNTY in preparing for and holding one formal Public Hearing (if needed) as set forth in the MANUAL.
  - (b) The CONSULTANT shall prepare the necessary exhibits, PROJECT statement, and printed handout material for use by the COUNTY in conducting the Public Hearing, in accordance with the procedures in the MANUAL.
  - (c) The CONSULTANT shall be represented at the Public Hearing and shall be prepared to assist and provide information as requested by the COUNTY.
  - (d) The CONSULTANT should retain a court reporter and provide a public hearing transcript.
  - (e) The CONSULTANT shall evaluate the transcript of testimony received at the Public Hearing and make written recommendations to the COUNTY as to the possible disposition of the comments received.
  - (f) As directed by the DEPARTMENT, the CONSULTANT shall incorporate into the Services for this PROJECT those changes or modifications brought about as the result of the Public Hearing.

**H. MEETINGS**

- (1) The CONSULTANT shall hold an Operational Planning meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Meetings shall be held with local officials approximately two weeks prior to the Public Informational Meetings.
- (3) Meetings shall be held with the COUNTY'S staff approximately two weeks ahead of the local officials meeting for the purpose of reviewing exhibits, handouts and presentations.
- (4) Monthly meetings shall be held to plan, review, and coordinate the PROJECT with the COUNTY staff throughout the project timeline.
- (5) Up to three meetings shall be held to present plans to various COUNTY boards, commissions, neighborhood associations, other misc. interested individuals.
- (6) The CONSULTANT shall conduct up to two coordination meeting(s) with utilities having facilities on the PROJECT.



## **I. SURVEYS**

The CONSULTANT shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT to usual standards of the DEPARTMENT & COUNTY and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT.

Surveys shall include such investigation of the site, locating and field staking as may be necessary to provide adequate ties between railroad and utility facilities and the highway stationing for development of the design.

Survey shall supplement the countywide LiDAR and aerial imagery Dane County acquired in the Spring of 2017. The aerial photography is countywide 6-inch, 4-band color imagery. The LiDAR acquisition meets QL2 specifications, nominal point spacing of 0.7 meters, classified point cloud, with derived bare-earth, first-return and 1-foot contours. Data will be available in late March.

- (1) The limits of the survey shall correspond to the limits of the project as outlined in Section A. of the CONTRACT.
- (2) Surveys shall include 150' from centerline in both directions (300' total cross section). The survey at the intersections shall include a 600' extra length on all side streets except CTH K which will require additional survey information required to relocate the intersection.
- (3) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of right of way plats and legal descriptions of the lands to be acquired.
- (4) Surveys shall be tied into the current DANE COUNTY coordinate system.

## **J. SOILS AND SUBSURFACE INVESTIGATIONS**

The CONSULTANT or the CONSULTANT'S subconsultant will provide soil borings including classifying soils by pedological means to provide pavement design data. The soil borings are to be 10 feet deep and spaced once every 1,000 feet. The CONSULTANT shall recommend the location of soil borings. Any geological engineering analyses required shall be part of CONSULTANT scope. The COUNTY will provide traffic control for the soils and subsurface investigations.

Structure soil borings for the bridge and large structure culverts are not included in the Phase 1 document.

## **K. ROAD PLANS**

- (1) The CONSULTANT shall prepare 50% Road Plans for the PROJECT.
- (2) 30% Road Plans are preliminary concept plans showing alignment and proposed typical sections.
- (3) 50% Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to

determine RW requirements and provide a base estimate for the Phase 2 final design and construction project. 50% Road Plans generally consist of the following:

- (a) Title Sheet
- (b) Typical Cross Sections
- (c) Engineering Estimates on Computer Worksheet
- (d) Plan & Profile Sheets
- (e) Cross Sections

Road Plans shall be designed in accordance with the MANUAL.

- (4) Bridge Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to determine RW requirements and provide a base estimate for the final construction project.

Final bridge plans will be designed during Phase 2.

- (5) The CONSULTANT shall develop sufficient alternative or trial alignments profiles, or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right-of-way requirements, aesthetics, blending with the topography, and costs. The roadway profiles are to provide a "good fit" to the terrain to minimize earthwork and grading costs and to develop the configuration of other roadway elements such as bridges, intersections and cross-sections. Such trial designs or adjustments are considered essential phases of good engineering design and are required work under this CONTRACT.
- (6) Road Plans shall be developed using Civil 3D. Plan preparation shall be in accordance with the prescribed methods and on the approved plan sheet vehicles described in the MANUAL.
- (7) The COUNTY will furnish to the CONSULTANT construction plans for the 2004-2006 CTH M reconstruction projects, DEPARTMENT planning documents from the North Beltline Study and other data as may be available for use in the preparation of the plans. Such plans shall be considered only as preliminary information subject to further development.
- (8) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (9) Plans are subject to review and examination by the COUNTY. Such review and examination may be made on the site of the PROJECT.

#### **L. TRAFFIC**

- (1) The CONSULTANT shall coordinate with the DEPARTMENT and the Madison Area Transportation Planning Board to obtain intersection and highway design year forecasts for the County M corridor.
- (2) The CONSULTANT will provide morning and evening peak hour turning movement counts for the CTH Q north, West Point Road, Signature Drive, CTH K, Woodland Drive, South Woods Road, Willow Drive East and Willow Drive West intersections. The CONSULTANT will provide 16-hour turning movement counts for Onken Road, CTH K and Mary Lake Road intersections.

- (3) The COUNTY will provide 24-hour mainline traffic counts at two locations on the CTH M corridor and data from the Beltline Corridor Study related to the CTH M corridor.
- (4) As part of the ICE analysis referenced in Section B. of the CONTRACT, the CONSULTANT shall perform a signal warrant analysis for the Oncken Road and Mary Lake Road intersections.
- (5) The CONSULTANT shall analyze existing and future traffic operations and evaluate proposed improvements at the 11 listed intersections using a Synchro traffic operations model.
- (6) The CONSULTANT shall prepare a technical memo documenting the traffic analysis parameters used in the analysis (DHV, DD, PHF, T percentage) and the reasons for their use.

**M. STRUCTURE PLANS**

The CONSULTANT shall provide concept plans only for all structures located in the PROJECT limits sufficient for estimating, R/W needs, environmental impacts and utility conflicts.

**N. RIGHT-OF-WAY PLAN**

- (1) The CONSULTANT shall prepare existing right-of-way plan sheets based on physical survey evidence and previous CTH M right-of-way plats that cover the entire PROJECT corridor. The previous plat sheets will be provided by the COUNTY.
- (2) The CONSULTANT shall show additional right-of-way required to accommodate the new pavement section, intersection realignment, volume and sediment control of stormwater and traffic staging that lay outside the existing right-of-way on the plan sheets.
- (3) The CONSULTANT shall show all utility easement locations on the right-of-way plan sheets along with referencing the source document number which applies to the utility easement if available. Only utility easements included in existing plats or provided by utilities during the course of design are to be included.

The CONSULTANT shall include estimated cost of right-of-way purchases in the estimate for Phase 2 cost.

**O. SPECIAL REQUIREMENTS FOR DESIGN**

- (1) Traffic Control: The CONSULTANT plans and environmental document shall be designed and planned to accommodate one lane of traffic in each direction for the duration of the PROJECT.
- (2) Multi-Use Trail: The CONSULTANT shall review existing and proposed multi-use trails throughout the corridor and plans shall provide continuous connectivity between CTH Q and STH 113.
- (3) The CONSULTANT shall provide right of way needs for volume and sediment control of storm water throughout the PROJECT. Survey in Section I. shall cover this required area as well.

**P. ESTIMATES**

The CONSULTANT shall provide a cost estimate for Phase 2 final design/PS&E and for construction of this project once the 50% plans are approved by the COUNTY. The cost estimate is to include the following items.

- Cost to complete final design through PS&E as per the MANUAL
- Cost to purchase R/W
- Cost to reconstruct CTH M as per 50% plans

**Q. ELECTRONIC DATA SUBMITTAL**

The CONSULTANT shall submit all computer aided design (CAD) files to the COUNTY. Design files shall be in a dwg format utilizing Civil 3D design software.

Design files shall be submitted in Wisconsin County Coordinate System space. Seed files and level schematics will be provided by the COUNTY at the CONSULTANT'S request.

**R. SERVICES PROVIDED BY THE COUNTY**

The COUNTY will provide to the CONSULTANT the following for the PROJECT:

1. Record drawings and municipal utility plans as available.
2. Traffic counts and projections.
3. COUNTY Official Map as available.
4. Names of adjacent property owners.
5. List of known utilities companies and contacts.
6. Countywide LiDAR and aerial imagery Dane County acquired in the Spring of 2017.

**S. TIMING OF SUBMITTALS**

The CONSULTANT shall provide a PROJECT schedule to the COUNTY within thirty (30) days of Notice to Proceed. The CONSULTANT shall provide an update of this schedule on a monthly basis.

**T. COUNTY REVIEW OF ENVIRONMENTAL REPORTS, PAVEMENT REPORTS AND ROAD PLANS**

- (1) 30% Review: The CONSULTANT shall provide the COUNTY plans at 30% completion for review. The COUNTY shall provide written review comments to the CONSULTANT within 30 calendar days.
- (2) 50% Review: The CONSULTANT shall provide the COUNTY plans at 50% completion for review. The COUNTY shall provide written review comments to the CONSULTANT within 30 calendar days.
- (3) Reports: The CONSULTANT shall provide the COUNTY all reports for review. The COUNTY shall provide written review comments to the CONSULTANT within 30 calendar days.

**U. PROSECUTION AND PROGRESS**

- (1) The CONSULTANT proposes to sublet services to the following:
  - (a) SRF Consulting Group, Inc.
  - (b) CGC, Inc.
  - (c) Commonwealth Heritage Group
  
- (2) The following items of work will be completed and submitted to the COUNTY by the indicated dates, if CONSULTANT has received the Notice to Proceed by April 23rd, 2018.

<b>Item</b>	<b>Date</b>
<b>Pavement Design Report</b>	<b>June 2018</b>
<b>30% Road Plans</b>	<b>November 2018</b>
<b>Environmental (Section 106 Review)</b>	<b>March 2019</b>
<b>Construction Staging/Traffic Routing Report</b>	<b>September 2019</b>
<b>R/W Plans (Final)</b>	<b>November 2019</b>
<b>50% Road Plans</b>	<b>November 2019</b>
<b>Environmental Document (Final EA)</b>	<b>January 2020</b>
<b>Finding of No Significant Impact (FONSI)</b>	<b>May 2020</b>

In the event that the COUNTY's notice to commence work is issued after the date scheduled to commence work listed above, the dates herein are amended by the number of days the notice to commence work is after the date listed above.

## SCHEDULE B Pricing Structure and Payment

- I. CONSULTANT will be compensated by the COUNTY for services provided under this Contract at a lump sum price for all services and for each task on the following basis:

Service	Price
Environmental (Section 106 Review)	\$ 39,500.00
Environmental Documentation	\$ 83,600.00
Public Hearing (if required)	\$ 8,300.00
30% Plans	\$318,900.00
Construction Staging/Traffic Routing Report	\$ 25,800.00
Soils Report	\$ 12,500.00
Pavement Design Report	\$ 4,200.00
Right-of-Way Plan	\$ 22,100.00
50% Plans	\$197,200.00
Phase 2 Cost Estimate	\$ 7,200.00
<b>TOTAL PROJECT COST</b>	<b>\$ 719,300.00</b>

- II. The CONSULTANT shall submit invoices, monthly during the progress of the Services, for partial payment on account, for the authorized Services completed to date. Invoices shall also include documentation of individual employees who worked on the project, hours worked, pay rate and task performed. Progress reports documenting the extent of completed services shall be prepared by the CONSULTANT. The COUNTY shall make payments due within 30 days of the receipt of the invoice.
- III. In no event shall the CONSULTANT be paid more than the sum of \$719,300.00 without a written amendment to this CONTRACT.

## SCHEDULE C Reports

- I. The CONSULTANT shall complete the following reports based on the start dated noted in Schedule A, Section U.(2):

Item	Date
Pavement Design Report	June 2018
Construction Staging/Traffic Routing Report	September 2019
Environmental Document (Final EA)	January 2020
Finding of No Significant Impact (FONSI)	May 2020

**Fee Computation Summary by Engineering Task - KL Engineering, Inc.**

**PROJECT TOTAL**

**Project ID:**

**RFP No. 118026**

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Environmental (Section 106 Review)	740	\$773.92	\$1,239.43	\$135.44	\$37,370.36	\$39,519.15
Environmental Documentation	277	\$4,057.76	\$6,498.50	\$710.11	\$72,352.00	\$83,618.37
Public Hearing **[F AUTH**	748	\$1,647.53	\$2,638.52	\$288.32	\$3,756.00	\$8,330.37
30% Plans	765	\$90,029.59	\$144,182.39	\$15,755.18	\$68,960.00	\$318,927.16
Construction Staging / Traffic Routing Report	767	\$9,280.54	\$14,862.78	\$1,624.09	\$0.00	\$25,767.41
Soils Report	746	\$773.92	\$1,239.43	\$135.44	\$10,400.00	\$12,548.79
Pavement Design Report	743	\$1,508.36	\$2,415.64	\$263.96	\$0.00	\$4,187.96
Right-of-Way Plan	729	\$7,958.50	\$12,745.54	\$1,392.74	\$0.00	\$22,096.78
50% Plans	741	\$70,436.79	\$112,804.52	\$12,326.44	\$1,600.00	\$197,167.75
Phase 2 Cost Estimate	778	\$2,593.80	\$4,153.97	\$453.92	\$0.00	\$7,201.69
<b>ROUNDING</b>						
<b>TOTAL:</b>		\$189,060.71	\$302,780.72	\$33,020.21	\$194,438.36	\$719,300.00

**Company Wide Overhead Rate:**

1.6015

**Fixed Fee:**

7.0%

\*Fixed Fee calculated using 1.5 multiplier



## Direct Expenses by Item - KL Engineering, Inc.

**Project ID:**

**RFP No. 118026**

Task Code	Item	Unit Amount	Unit Type	Rate	Total Expenses
740	CHG (SUB)	1	each	\$37,370.36	\$37,370.36
			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
277	SRF (SUB): Environmental Doc (EA/FONSI)	1	each	\$71,952.00	\$71,952.00
	EDR Records Research for Phase 1	1	each	\$400.00	\$400.00
	TBD (SUB): Phase 2 Haz Mat (Extra)	1	each	\$0.00	\$0.00
	CARDNO (SUB): Wetland Delin (Extra)	1	each	\$0.00	\$0.00
748	Court Reporter	1	each	\$1,200.00	\$1,200.00
	Hearing Notice (Printing & Mailing)	1	each	\$800.00	\$800.00
	SRF (SUB): Public Hearing	1	each	\$1,756.00	\$1,756.00
765	PIM#1 Notice (Printing & Mailing)	1	each	\$800.00	\$800.00
	SRF (SUB): Traffic	1	each	\$62,523.00	\$62,523.00
	SRF (SUB): Public Involvement	1	each	\$5,311.00	\$5,311.00
	SRF (SUB): Expenses	1	each	\$326.00	\$326.00
767			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
746	CGC (SUB): Geotechnical Analysis	1	each	\$10,400.00	\$10,400.00
			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
743			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
729			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
741	PIM#2 Notice (Printing & Mailing)	1	each	\$800.00	\$800.00
	PIM#3 Notice (Printing & Mailing)	1	each	\$800.00	\$800.00
			each	\$0.00	\$0.00
778			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
			each	\$0.00	\$0.00
<b>TOTAL</b>					<b>\$194,438.36</b>

## Consultant Contract Total Fee Computation - KL Engineering, Inc.

Project ID	RFP No. 118026			Total for Contract
Number of Staff Hours	4831			4831
Total Direct Labor	\$189,060.71			\$189,060.71
Total Overhead Costs	\$302,780.72			\$302,780.72
Fixed Fee	\$33,020.21			\$33,020.21
Direct Expenses	\$194,438.36			\$194,438.36
<b>Subtotal</b>	<b>\$719,300.00</b>			<b>\$719,300.00</b>
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL COST (Rows 5-8, Subs):</b>	<b>\$719,300.00</b>			<b>\$719,300.00</b>

Company Wide Overhead Rate: 1.6015

Fixed Fee: 7.0%



SRF No. 11224

May 3, 2018

Mr. Gerry Schmitt, PE  
Vice President, Planning & Survey  
KL Engineering  
5400 King James Way, Suite 200  
Madison, WI 53719

RE: CTH M (CTH Q to STH 113) Professional Services

Dear Mr. Schmitt:

SRF Consulting Group Inc. is pleased to provide you with this letter to complete professional engineering/planning services for the project referenced above.

As presented in the CTH M Dane County contract, SRF will perform the following tasks:

- Traffic Analysis
- Environmental Documentation
- Public Involvement
- Public Hearing

We appreciate the opportunity to submit this proposal and look forward to working with KL Engineering on this project. Please contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Derek J. Hungness', written in a cursive style.

Derek J. Hungness, PE, PTOE, AICP  
Principal

SRF CONSULTING GROUP, INC.

[www.srfconsulting.com](http://www.srfconsulting.com)  
901 Deming Way, Suite 101 | Madison, WI 53717-1979 | 608.298.5400 Fax: 1.866.440.6364  
*An Equal Opportunity Employer*

3/22/2018

SRF Consulting Group, Inc.

Client: KL Engineering (Prime contract with Dane County)  
Project: 11224.PP CTH M Corridor Study



11224.PP

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>EST. FEE</u>
1.0	Traffic Analysis	
	SUBTOTAL - TASK 1	\$62,522.41
2.0	Environmental Documentation	
	SUBTOTAL - TASK 2	\$71,951.45
3.0	Public Involvement (SRF)	
	SUBTOTAL - TASK 3	\$5,310.69
4.0	Public Hearing (If Authorized)	
	SUBTOTAL - TASK 4	\$1,755.04
	ESTIMATED DIRECT NON-SALARY EXPENSES	\$326.25
<b>TOTAL ESTIMATED FEE</b>		<b>\$141,865.83</b>
	Mileage	\$136
	Copies	\$120
	Color Copies	\$70
	ESTIMATED DIRECT NON-SALARY EXPENSES	<u>\$326</u>



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This proposal contains pricing and other information confidential and proprietary to Commonwealth Heritage Group, Inc. Disclosure of this proposal's contents to persons or organizations outside organizations outside KL Engineering, Inc. and Dane County is not authorized without specific written permission of Commonwealth Heritage Group, Inc. All technical specifications and costs in this proposal are valid for 90 days.

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**Date:** March 5, 2018

**To:** Gerry Schmitt  
KL Engineering, Inc.  
5400 King James Way, Suite 200  
Madison, WI 53719

**From:** Katie Egan-Bruhy *kg (3)*

**Subject:** Proposal - Archaeological and Architectural/Historic Investigations  
CTH M (CTH Q to STH 113) Preliminary Design  
Dane County

Commonwealth Heritage Group, Inc. (Commonwealth) is pleased to present the following proposal for the Phase I archaeological and architectural/history investigations for the proposed CTH M, CTH Q to STH 113, Dane County project. Commonwealth understands the cultural resource surveys are being conducted pursuant to Sections 106 of the National Historic Preservation Act, as well as Wisconsin Statute §157.70. Commonwealth has significant experience working on projects complying with these statutes and in the Dane County area.

## **ARCHAEOLOGICAL INVESTIGATIONS**

### **Records and Literature Review**

The initial task of the project will consist of reviewing background information relevant to the area of potential effects (APE) and the surrounding area. Commonwealth holds a license for remote access to the Division of Historic Preservation (DHP), Wisconsin Historical Society (WHS), Wisconsin Historic Preservation Database (WHPD). Therefore, the records review will be conducted from Commonwealth's Milwaukee Office. Plats, reports on previous surveys, and other information at the WHS will be gathered by a Madison-based Commonwealth staff member. At a minimum, the research will be directed to the development of an archaeological survey strategy.

Sources that potentially will be consulted may include (but are not necessarily limited to) previous cultural resource investigations in the project area, historic plat maps and atlases, and relevant literature pertaining to potential archaeological resources within the project area. For the purposes of background



discussion and supporting the choice of field methods, Commonwealth will search for and identify archaeological sites within 1.0 mi (1.6 km) of the proposed project area.

#### **Acquisition of Permit and Landowner Contacts**

In accordance with Wisc. Stats. § 44.47, the State reserves the right to protect and preserve archaeological and scientific information, matters, and objects on archaeological sites owned by political subdivisions of the state. In accordance with this statute, Commonwealth will prepare a *Wisconsin Public Lands Field Archaeological Permit* to be signed by a duly authorized representative as necessary. The permit will then be forwarded to the State Archaeologist for signature.

Commonwealth assumes that affected landowners will be notified of upcoming field investigations by your office.

#### **Phase I Archaeological Field Investigations**

The next stage of the project will consist of a Phase I archaeological survey of the APE. Based on the information provided in the Request for Proposals, we estimate that the APE for the project will extend from CTH Q North to STH 113, although the area east of Blue Bill Park Road will not be included in the analysis. Further, the APE will include a maximum 300-foot (ft) wide corridor (150 ft on either side of the centerline), an additional 600 ft extending down side streets and additional survey adjacent to CTH K for relocation of the intersection. For purposes of this proposal we assume that approximately 35 percent of the APE will require shovel testing.

The following field techniques are consistent with the requirements of the Wisconsin DHP and the *Guidelines for Public Archeology in Wisconsin* (2012) and the most recent *Wisconsin Department of Transportation Facilities Development Manual* (FDM). Archaeological fieldwork will be completed using a five-person field team. According to State Statute (S.157.70) and Chapter HS2 of the Wisconsin Administrative code only a "qualified archaeologist" may oversee the excavation (including archaeological survey) of burials. Commonwealth has 11 "qualified archaeologist" on staff to coordinate survey within the previously identified burial sites.

In areas with substantial exposed ground visibility (> 10 percent), our field team will undertake a controlled surface survey with a 10-m interval maintained between visual transects. In areas where surface visibility is less than 15 percent, shovel testing will be conducted. Spacing between shovel tests and shovel test transects will not exceed 15 m. Shovel testing will not be undertaken on steep slopes, in wetlands, or in areas of obvious disturbances (e.g., borrow pits, two-track roads). Disturbed areas will, however, be evaluated excavating shovel probes at a 45-m interval to verify the disturbance. The field conditions, methods, and presence of disturbance will be documented on project plans.

Each shovel test will be approximately 35 cm to 50 cm in diameter (depending on the depth needed to reach sterile subsoil) and excavated to a depth sufficient to verify the presence of sterile, undisturbed subsoil. The contents of each shovel test unit will be screened through 1/4-in hardware cloth. If a shovel test produces artifacts, additional radial shovel tests will be excavated in cardinal directions from the findspot at 5-m intervals until two consecutive negative shovel tests are encountered. All shovel tests will be numbered and observations recorded individually on project forms and tied to project maps. The type of survey coverage (shovel testing versus walkover) and ground surface conditions, including disturbances, will also be recorded on project maps.

There are eight previously identified archaeological sites within or adjacent to the APE. For purposes of this proposal, Commonwealth assumes that at least two archaeological sites, each measuring less than 0.5 acres and producing 50 or fewer artifacts each, will be identified and recorded during the 2018 survey.



Finally, based on previous investigations in the area, it is assumed that sites identified within the APE will lack sufficient integrity to be recommended potential eligible for the National Register and no additional field investigations will be necessary.

The location of each site will be recorded on project maps, and a compass and pace map will be produced to tie the site into the surrounding landscape. All sites will be referenced to the nearest permanent landmark. Site boundaries will be based on the surface distribution of artifacts or shovel tests containing artifacts within the survey corridor. During the fieldwork stage, particular attention will be given to locations within the proposed construction area that might contain sites identified during the background and literature search. All located or relocated sites will be photographed in color, plotted using GPS technology, and recorded on project maps.

It is assumed that KL will be responsible for contacting landowners regarding proposed survey and that Commonwealth will be responsible for securing permits as necessary. Fieldwork will commence after permits have been secured and landowners notified. It is also assumed that KL, or a representative thereof, will provide confirmation of the limits of the proposed APE prior to commencement of the survey.

#### **Human Remains**

Commonwealth understands that the discovery of human remains is a sensitive issue that must be addressed appropriately if the situation arises. If human remains are discovered, state, federal and WisDOT guidelines will be followed, and immediate consultation will be undertaken with the WHS, Dane County, and KL.

According to State Statute (S.157.70) and Chapter HS2 of the Wisconsin Administrative code only a "qualified archaeologist" may oversee the excavation of burials. Commonwealth has several "qualified archaeologist" on staff and available should burials be encountered during the construction phase of the project. This additional monitoring activity is not included in the current budget, but could be negotiated if requested.

#### **Laboratory Analysis**

In the event that artifacts are recovered, they will be cleaned, processed, and analyzed. To the extent feasible, artifacts will be classified according to chronology and/or cultural affiliation, function, and raw material. An inventory will be produced for inclusion in the report and will be generated using Commonwealth's computerized database developed for archaeological collections. The types and quantities of artifacts will be integrated into the report on a site-by-site basis to help evaluate site significance. Artifact analysis will be done in accordance with the *Guidelines for Public Archeology in Wisconsin* (2012).

For each new site located, Commonwealth will complete a Wisconsin *Archaeological Site Inventory* (ASI) form and obtain a state site number from the Wisconsin DHP. For each site that has previously recorded and for which new information is derived, an ASI Update form will be completed. The state codification number will be recorded on all analytic paperwork, artifact bags and inventory cards, and field notes, at this time.

#### Curation

Artifacts will be prepared for curation in accordance with 36 CFR Part 79, Curation of Federally- Owned and Administered Archaeological Collections. Commonwealth will make arrangements for curation of the artifacts with a State-approved repository, and the ASI will be updated to reflect the final disposition of



collections. Costs are not included in this proposal and will be negotiated once the volume of materials needing curation is known.

### **Report Preparation**

For purposes of this proposal, Commonwealth assumes that at least two archaeological site will be identified and that a technical report will be required to present the findings and results of the investigations, in accordance with the guidelines of the *Guidelines for Public Archeology in Wisconsin* (2012). At a minimum it will include the following sections: 1) Introduction; 2) Environmental Setting; 3) Cultural Context; 3) Survey Methods; 4) Survey Results; 6) Conclusions and Recommendations; and 7) References Cited. The results section will include a summary of field observations, and describe each archaeological and historical site found in sufficient detail so that a preliminary evaluation of NRHP significance may be made. Finally, the report will be fully illustrated and will minimally provide the location of each site on a 7.5 minute series USGS topographic map, showing its relationship to the permanent landmarks and the landscape.

## **ARCHITECTURE/HISTORY SURVEY**

### **Background Research and Reconnaissance-Level Fieldwork**

Commonwealth will conduct background and archival research and review the Wisconsin Historic Preservation Database (WHPD) to determine if any properties in the project area were previously surveyed. A preliminary review of the WHPD indicated that there are two such properties, none of which are listed on, or determined eligible for, the National Register of Historic Places (National Register). Commonwealth will then complete an architecture/history survey of properties that may be directly or indirectly affected by the project in accordance with the Wisconsin Historical Society's *Survey Manual*. We will identify, photograph, and assess the National Register eligibility of the previously surveyed properties and any other individual buildings, structures, objects, and districts within the project's Area of Potential Effects (APE) that meet WisDOT's survey criteria. Additional photographs depicting streetscapes and viewsheds will be provided as needed to document the APE. KL will be notified of our initial findings within five working days of completion of the fieldwork. The results of our survey will be formally documented in an Architecture/History Survey Report (AHSR), as required by WisDOT and the Wisconsin State Historic Preservation Office (SHPO).

For the purposes of this proposal we assume that up to five properties will require survey and documentation in an AHSR.

### **EXTRA SERVICES**

Should Commonwealth identify any archaeological sites that might be recommended for additional investigation and that cannot be avoided through redesign, Phase II investigations would be conducted as extra services beyond this current scope of services. Further, should architecture/history resources that are potentially eligible for the National Register, preparation of Determinations of Eligibility (DOE). Additionally, should National Register eligible resources be identified, Determination of Effects will also be conducted as extra services.





## **DELIVERABLES**

Two copies of the draft archaeological survey report and Architecture/History Survey letter report will be submitted to KL for review and comment. Following receipt of comments, five copies of the final archaeological survey report, Architecture/History Survey letter report, and Section 106 form will be submitted to KL for their files and distribution to: the Environmental Services/WisDOT, the Region/WisDOT, and the DHP. In addition, the labeled photographs and a CD with digital images will be submitted for the DHP files. Finally, if an archaeological site is identified, copies of the archaeological field notes and the artifacts will be provided to a state-approved curation facility.

## **PERSONNEL QUALIFICATIONS**

Commonwealth will dedicate the following key personnel to this project. Further, the project archaeological field director and architectural historian assigned to the project will meet the professional qualifications standards of the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*.

### **Project Manager**

Dr. Kathryn C. Egan-Bruhy (Ph.D., Michigan State University) is currently Regional Director for Commonwealth's Wisconsin office and has over 30 years of cultural resource management experience in the Upper Great Lakes and Midwest. She has served as project manager or principal investigator on over 600 archaeological investigations in Wisconsin, Michigan, Illinois, Indiana, Iowa, Missouri, and Minnesota and project manager for over 400 architecture/history investigations in Wisconsin, Minnesota, Illinois, Iowa and Indiana. She has over twenty years' experience working with the Wisconsin DHP and Burial Site Preservation Office and is registered with the WHS as a "Qualified Archaeologist" for excavating of human remains. In addition, she has twenty years of experience coordinating cultural resource investigations with the Environmental Services Division, WisDOT.

## **SCHEDULE**

Commonwealth will complete the prefield research and contact landowners within 10 business days of receiving authorization to proceed. Weather permitting, the architecture/history and archaeological surveys will begin within 10 business of receiving a list of landowners and project plans. Further, Commonwealth proposes to prepare draft Phase I reports within 20 business days after the completion of the fieldwork. The final reports and a copy of the Section 106 form will be submitted within 5 business days of receiving comments from KL and Dane County. Should this schedule not meet the needs of KL and the County, Commonwealth will negotiate a modified schedule to better serve your project needs.

## **COST**

Based on the information included in the RFP, Commonwealth assumes that the APE for the project will extend from CTH Q North to STH 113 and will include a maximum 300-ft wide corridor (150 ft on either side of the centerline), an additional 600 ft extending down side streets and additional survey adjacent to CTH K for relocation of the intersection. For purposes of this proposal we assume that approximately 35 percent of the APE will require shovel testing. In addition, Commonwealth assumes that at least two



archaeological sites, each measuring less than 0.5 acres and producing 50 or fewer artifacts, will be identified and recorded during the 2018 survey; none will be recommended for additional investigation.

In addition, Commonwealth will complete an architecture/history survey of properties that may be directly or indirectly affected by the project in accordance with the Wisconsin Historical Society's *Survey Manual*. For purposes of this proposal, we assume that up to five properties will be surveyed and documented in an AHSR.

Based on the above referenced services and assumptions, Commonwealth proposes to complete the Phase I archaeological and architectural/history investigations for a cost not to exceed, **\$37,370.36**. Billing will be on a cost plus fixed fee basis. Attached our cost estimate.



**Phase I Archaeological and Architectural/Historic Investigations  
CTH M (CTH Q to STH 113) Preliminary Design  
Dane County**

<b>DIRECT LABOR</b>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Egan-Bruhy/Project Manager	6	\$41.50	\$249.00
Jones/Principal Investigator	60	\$22.10	\$1,326.00
Rainka/Architectural/Historian	54	\$25.75	\$1,390.50
Remensnyder/Editor	8	\$20.50	\$164.00
TBD/Project Archaeologist	112	\$19.00	\$2,128.00
TBD/Archaeological Technician	320	\$15.00	\$4,800.00
Hulit/GIS-Graphics	9	\$25.73	\$231.57
Labor Totals	569		<b>\$10,289.07</b>
<b>INDIRECT COSTS/GENERAL AND ADMINISTRATIVE</b>			
(Total Labor X WisDOT Approved Rate of 177.43%)			\$18,255.90
Subtotal Labor + Indirect Costs			\$28,544.97
<b>FIXED FEE</b> (estimated labor X 2.5 X 7.25)			\$1,864.89
<b>NON-LABOR DIRECT COSTS</b>			
51 Night(s) Lodging @ \$82.00/Night			\$4,182.00
51 Days Per Diem @ \$38.00/Day			\$1,938.00
15 GPS Unit @ \$35.00/Day			\$350.00
900 Miles @ \$0.545/mile			\$490.50
Subtotal Non-Labor Direct Costs			<b>\$6,960.50</b>
<b>TOTAL COSTS</b>			<b>\$37,370.36</b>



2921 Perry Street, Madison, WI 53713  
608-288-4100 • FAX: 608-288-7887

Gerry Schmitt, PE  
KL Engineering  
5400 King James Way, Suite 200  
Madison, WI 53719  
(email: GSchmitt@KLEngineering.com)

**PROPOSAL No. C976.258**  
**DATE:** March 9, 2018  
**Re: Proposal for Geotechnical Services**  
Proposed CTH M Reconstruction/Widening  
From CTH Q to STH 113  
Middleton and Westport, WI

**PROJECT DESCRIPTION**

We understand that CTH M from CTH Q to STH 113 (about 5.5 miles) will be reconstructed and widened to four lanes, with several intersections also being reconstructed. CTH M at both ends of the site is currently four lanes, with the remainder two lanes. We understand the eastern approximately 0.4 miles that is currently four lanes does not require soil borings, but the western part that is four lanes does require soils borings, as a thinner pavement section is expected in that section.

**SCOPE OF SERVICES**

- Based on an estimated length of 5.1 miles or just under 27,000 ft (excluding the 0.4 miles at the east end of the project limits), and a requirement of one boring per 1,000 ft, we propose to drill 28 Standard Penetration Test (SPT) soil borings to 10 ft (280 ft total). Borings will be backfilled in accordance with WDNR regulations, and roadway borings will be patched with asphalt cold patch.
- We have included a limited lab work allowance of \$650 for natural moisture contents, Atterberg limits, organic contents and gradations to assist in classification and evaluation purposes.
- Contact Diggers Hotline.
- Prepare a report providing geotechnical recommendations regarding pavement design and construction, including typical WisDOT pedological pavement design parameters, such as USCS and AASHTO soil classifications, frost index, design group index, soil support value and CBR. Areas of potential excavation below subgrade (EBS) will also be identified based on soil boring and soil mapping information.

**SPECIAL TERMS**

- We assume that the roadway borings will be accessible with a truck-mounted drill rig. If borings are located outside the shoulders that require an ATV drill rig, there will be an additional mobilization cost (\$350) plus ATV rental charge of (\$415/day).
- Traffic control will be provided by Dane County.
- We assume the client will locate the borings in the field and provide ground surface elevations, if needed.
- No clearance of trees or brush, snowplowing or landscape repairs (including rutting) have been included in our estimate, which are considered beyond the scope of services.
- We assume that private utilities (utilities not located through Diggers Hotline, such as private electric, etc.) are either not present or will be located by (or through) the client or county. If needed, CGC can arrange for a private utility locate for an additional cost.

**ESTIMATED COSTS (rates per Rate Schedule A)**

**\$10,400**, estimated cost, not to exceed without your approval. Our work will be invoiced on a time-plus-expenses basis according to our current rate schedule. Additional drilling footage during same mobilization is \$18/ft from 0 to 20 ft. Meeting attendance will be invoiced at \$100/hr plus applicable mileage and expenses.

**COMPLETION SCHEDULE**

Drilling can typically be scheduled within about two weeks of the notice to proceed, pending Diggers Hotline clearance. Drilling is expected to require about two to three days to complete. The geotechnical report can typically be completed within two to three weeks after drilling is finished, with draft soil boring logs available about one week after drilling, if desired.

**ACCEPTANCE**

**Prior to authorizing CGC, Inc. to begin with the work outlined within the scope of services defined in the above proposal, please review the terms and conditions presented on the attached General Conditions for Professional Services. Signing this proposal will be considered authorization for CGC, Inc. to proceed.**

This proposal confirms our verbal estimate on \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Submitted by: DAS Date: March 9, 2018

By \_\_\_\_\_ CGC, Inc.  
By: David Staab  
David A. Staab, P.E., LEED AP

Title \_\_\_\_\_ Title: Senior Consulting Professional

Please return one copy for our records

**2018 SCHEDULE OF FEES AND CHARGES  
CONSTRUCTION TESTING/GEOTECHNICAL SERVICES  
CGC, INC.  
MADISON, WISCONSIN  
SCHEDULE A**

**I. Hourly Rates for Professional and Technical Staff**

Staff Categories	Rate/Hour
Field Technician	
Level A.....	\$ 29.00
Level B.....	39.00
Level C.....	48.00
Level D.....	54.00
Level E.....	61.00
Clerical.....	44.00
Staff Engineer.....	68.00
Senior Staff Engineer or Geologist.....	74.00
Senior Technician.....	74.00
Project Engineer.....	83.00
Consulting Professional.....	93.00
Lab/Field/Office Supervisor.....	100.00
Senior Consulting Professional.....	120.00
Principal/Consulting Professional.....	130.00

Personnel have been classified in the above staff categories based on skill, education and experience levels. Legal consultation rates are doubled.

**II. Field Density Testing**

1. Personnel Charges.....	Per Item I
2. Field Density Test Charges.....	10.00/test
3. Moisture-Density and Relative Density Tests	
a. Modified or Standard Proctor	
1. Sample Preparation (per sample).....	\$ 35.00
2. Coarse-Grained Soil (per point)	
i. 4 in. mold.....	\$ 27.00
ii. 6 in. mold.....	\$ 37.00
3. Fine-Grained Soil (per point)	
i. 4 in. mold.....	\$ 39.00
ii. 6 in. mold.....	\$ 41.00
b. Relative Density	
1. Dry.....	\$ 110.00
2. Wet.....	\$ 130.00

**III. Concrete Testing**

1. Personnel Charges for Cylinders Made by CGC Technicians.....	Per Item I
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2. Compressive Strength Testing-Cylinders.....	\$ 12.00/cylinder*
(or holding not testing)	
Single Use Molds.....	\$ 3.00/each
Trimming Charges.....	\$ 12.00/each end
3. Cast-in-Place Pull Out Cylinders (CIPPOCS).....	\$ 30.00/cylinder
Single use molds.....	\$ 35.00/each
Extensions.....	\$ 15.00/each
Trimming charges.....	\$ 10.00/each end
4. Concrete Cylinder Pick-up Service	
(applicable <u>only</u> if unique visit required)	
If done in conjunction with other testing.....	No charge
Separate Site Visit.....	**
5. Consultation on Concrete Problems.....	Per Item I
<b>IV. Field Testing/Equipment</b>	
1. Coring Machine.....	\$ 85.00/day
2. Generator.....	85.00/day
3. Pavement Saw.....	85.00/day
4. Hammer Drill.....	50.00/day
5. Concrete Field Equipment.....	10.00/day
6. Fire Proofing Bond Test.....	10.00/each
7. Windsor Probe	
a. Equipment Rental.....	**
b. Test Probes.....	21.00/set of 3
8. Swiss Hammer.....	50.00/day
9. Steel Testing	
a. Bolt Testing.....	**
b. NDT-Welded Connections.....	**
10. Dynamic Cone Penetrometer.....	35.00/day
11. Floor Flatness - Dipstick Method.....	***
12. Double Ring Infiltration.....	100.00/set up
13. Photoionization Detector.....	95.00/day
14. Cylinder Cure Box.....	80.00/season
15. Crack Monitors.....	30.00/each
16. Vaprecision Slab Moisture Kits.....	35.00/each
17. Relative Humidity Sleeve/Test	
a. Sleeve/Test.....	85.00/each
b. Readout Machine.....	60.00/day
18. Concrete Maturity Curve Development.....	900.00 est.
19. Maturity Meter Temperature Probes.....	85.00/each
20. Traffic Control Signs.....	150.00/day
21. Grout Sample Box.....	7.00/each

- \* This rate applies only to cylinders prepared by on-site CGC, Inc. representatives.  
Discounted rate be available on large volume projects.  
A rate of \$14.00/cylinder will be applied to all other test specimens.
- \*\* Denotes tests performed on a time and expense (T&E) basis.
- \*\*\* Denotes tests performed on a T&E basis plus dipstick daily charge.

**OTHER TERMS AND CONDITIONS**

**Laboratory Services**

Standard laboratory tests will be at a fixed charge per test. When appropriate, there will be a charge for the time of laboratory personnel associated with the supervision of the testing program and summarizing and plotting of the test data. These personnel time charges will be at the hourly rates for the classification involved. A detailed breakdown of these charges will be supplied on request. The charge for nonstandard tests will be performed on a time-and-materials basis.

**Subcontracts and Equipment Rental**

The cost of services subcontracted by CGC to others, including but not limited to, chemical analysis, test borings, specialty contractors, surveyors, consultants, and equipment rental, e.g., backhoes, bulldozers, and test apparatus, etc., will be charged at cost plus a maximum of 20%.

**Other Direct Non-Salary Expenses**

Other costs incurred by CGC, which are directly identifiable to the project, including, but not limited to: vehicle rental; subsistence; fares of public carriers; special supplies and/or equipment; fees and special project insurance; permits and licenses; shipping charges; tolls and parking; special drafting, stenographic, or printing supplies, including outside printing of photographs, photostats, blueprints, etc., will be charged at cost plus 15%. A report reproduction fee of \$10 per copy will be invoiced.

Mileage associated with the project for company-owned vehicles will be charged at 75 cents per mile. Mileage associated with employee-owned vehicles will be charged at the current IRS allowable rate (i.e., 54.5 cents per mile) plus 15% markup.

Use of specialized equipment provided by CGC will be invoiced at a fixed daily or weekly rate. A summary of these rates will be provided on request.

**Payment**

Invoices will be submitted monthly and will include the charges incurred during the preceding month. Payment of these invoices is due within thirty (30) days of the invoice date. Late payment may be subjected to interest charges of 1.5% per month.

**This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal**

**CGC, Inc.**

**GENERAL CONDITIONS FOR PROFESSIONAL SERVICES**

**ARTICLE I**

**METHOD OF CHARGING AND PAYMENT CONDITIONS**

The method of charging for CGC's services ("Services") shall be on a time and materials basis and shall be based on the Schedule of Fees and Charges in effect when the Services are performed. CGC periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify CGC thereof within fifteen (15) days from date of the invoice, give reasons for the objection and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1-1/2%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by CGC more than thirty (30) days from date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by CGC against Client for invoice amounts not paid, attorneys' fees, court costs and other related expenses shall be paid to the prevailing party by the other party.

Client shall reimburse CGC for any sales, use and value-added taxes which apply to the Services. Client shall reimburse CGC for the amount of such taxes in addition to the compensation due for the Services.

In addition to the above, if payment of CGC invoices is not maintained on a thirty (30) day current basis, CGC may, by ten (10) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

**ARTICLE II**

**CONSTRUCTION PROCEDURES**

CGC, except for its own services, shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractor's or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. CGC testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements.

**ARTICLE III**

**RECOGNITION OF RISK**

Client recognizes that environmental, geologic, hydrogeologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CGC, and that the limited data result in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

**ARTICLE IV**

**PROFESSIONAL RESPONSIBILITY**

CGC represents that the Services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the Services are performed. No other representations to Client, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise.

**ARTICLE V**

**LIMITATIONS OF LIABILITY**

The liability of CGC, its employees, agents and subcontractors (hereinafter for purposes of this Article V referred to collectively as "CGC"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims, relating to the Services or to obligations imposed hereunder (hereinafter, "Client's Claims") shall not exceed in the aggregate:

- (1) the total sum of \$100,000 for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract;
- (2) the total sum of \$1,000,000 for Client's Claims arising out of negligence, or other causes for which CGC has any legal liability, other than as described in (1) above.

In no event shall either CGC or Client be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**ARTICLE VI**  
**INDEMNIFICATION**

If any claim is brought against CGC, its employees, agents or subcontractor (hereinafter for purposes of this Article VI referred to collectively as "CGC") and/or Client by a third party relating in any way to the Services, the contribution and indemnification rights and obligations of CGC and Client, subject to the limitations of liability under Article V above, shall be determined as follows:

- (1) if any negligence, breach of contract, or willful misconduct of CGC caused any damage, injury or loss claimed by the third party, then CGC and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors);
- (2) unless CGC was guilty of negligence, breach of contract, or willful misconduct which, in whole or in part, caused the damage, injury or loss asserted in the third party claim, Client shall indemnify CGC against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

**ARTICLE VII**  
**INSURANCE**

CGC agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; and (2) Comprehensive General and Automobile Liability insurance coverage in the sum of not less than \$1,000,000.

**ARTICLE VIII**  
**CLIENT ACTION TO BE TAKEN**

Client shall notify CGC of any known, potential or possible health or safety hazards existing on or near the project site upon which the Services are to be or are being performed. If hazardous conditions are discovered during the performance of the Services that are different in type, amount or concentration from those disclosed to CGC prior to commencement of the Services, then, upon notification, Client and CGC shall equitably adjust the Services and compensation. If the parties are unable to agree on the adjustment, the Services shall be terminated and CGC shall be paid for the portion of the Services performed and reasonable termination charges.

Client shall correctly show, on plans to be furnished to CGC, the location of subsurface structures, such as pipes, tanks, cables and utilities. If the Services require CGC to investigate the location of such underground structures, then consistent with the agreed upon scope of such investigation, CGC shall be obligated to perform the investigation in accordance with reasonable standards of care. CGC shall not be responsible for damage to underground structures which occurs despite the use of such care.

Client shall give CGC prompt written notice of any suspended defect in the Services.

**ARTICLE IX**  
**FORCE MAJEURE**

Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays which cumulatively exceed forty-five (45) days shall, at the option of either party, make the Services subject to termination for convenience or to renegotiation.

**ARTICLE X**  
**ESTIMATED TIME SCHEDULE**

Because of the uncertainties inherent in the Services, time schedules are only estimated schedules and are subject to revision unless specifically described as otherwise herein.

**ARTICLE XI**  
**ESTIMATED CHARGES AND PAYMENT CONDITIONS**

CGC's charges are estimated only and shall not be regarded as "lump sum", "fixed price" or "guaranteed maximum" compensation unless expressly stated as such in writing.