

Res 18

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation		CONTRACT/ADDENDUM #: 12499	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		↓ If Addendum, please include original contract number ↓	
3. Term of Contract or Addendum: From: <u>1/1/15</u> To: <u>12/31/16</u>		<input checked="" type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum 78,385		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: The Dept of Public Works, Highway & Transportation recommends the design of CTH N (Riley Bridge) over the Yahara River, be awarded to Strand Associates.		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
6. Vendor or Funding Source: Strand Associates		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
7. MUNIS Vendor Code: 7467		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
8. Bid/RFP Number:		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> Other: <input type="checkbox"/>	
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>HWCONCAP-59191</u> Amount \$ 150,000			
Account No. & Amount, Org. & Obj. <u>HWCONCAP-59192</u> Amount \$ 470,000 78,385			
Account No. & Amount, Org. & Obj. _____ Amount \$ _____			
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>SUB 1 2015 RES-018</u>			
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
14. Director's Approval <i>[Signature]</i>			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MJ</i> Received	_____	<u>7-27-15</u>	_____
<i>[Signature]</i> Controller	_____	_____	<u>7/27/15</u>
<i>[Signature]</i> Corporation Counsel	_____	<u>7/28/15</u>	<u>7/28/15</u>
<i>[Signature]</i> Risk Management	_____	<u>7/27/15</u>	<u>7/27/15</u>
<i>[Signature]</i> ADA Coordinator	_____	<u>7/27/15</u>	<u>7/27/15</u>
<i>[Signature]</i> Purchasing Agent	_____	<u>7/28/15</u>	<u>7/28/15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Strand Associates 910 W Wingra Drive Madison WI 53715	
Contact Person	
Sara Grimme PE	
Phone No.	
608-251-4843	
E-mail Address	
sara.grimme@strand.com	

Footnotes:

- _____
- _____

Return To: Name/Title: <u>Jim Matzinger</u>	Dept.: <u>PW, Highway & Transportation</u>
Phone: <u>266-4040</u>	Mail Address: <u>2302 Fish Hatchery Rd</u>
E-mail: <u>matzinger@countyofdane.com</u>	<u>Madison WI 53713</u>

**DESIGN ENGINEERING SERVICES AGREEMENT
BETWEEN DANE COUNTY (COUNTY),
AND STRAND ASSOCIATES, INC.® (CONSULTANT) FOR**

Project ID: 5033-00-01
Project Description: Stoughton–Edgerton
Project Limits: Yahara River Bridge B-13-0669
Highway: CTH N
County: Dane County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES AGREEMENT between the COUNTY and the CONSULTANT to provide consultant engineering services to the COUNTY.

The COUNTY proposes a transportation improvement PROJECT described as follows:

Design a replacement bridge and approaches for the CTH N bridge over the Yahara River, located in Section 27, T5N, R11E, Town of Dunkirk, Dane County, Wisconsin.

The COUNTY deems it advisable to engage the CONSULTANT to provide certain engineering services and has authority to contract for these services.

ALL SERVICES

The CONSULTANT services will be performed for the COUNTY and will be completed by May 1, 2017. Compensation for all Services provided by the CONSULTANT under terms of this AGREEMENT shall be:

1. For Road Plans, Structure Plans, and Right of Way Plats and Descriptions performed by the CONSULTANT, a lump sum of \$67,282.68.
2. For subsurface investigations sublet to Professional Services Industries, Inc., the CONSULTANT's actual cost not to exceed \$10,402.00.
3. For title searches sublet to Dane County Title Company, the CONSULTANT's actual cost not to exceed \$700.00.

Compensation in excess of the total AGREEMENT amount of \$78,384.68 shall not be allowed unless approved by a written AGREEMENT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of this AGREEMENT.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Sara J. Grimme, P.E., whose work address, e-mail address, and telephone number are 910 West Wingra Drive, Madison, Wisconsin 53715; sara.grimme@strand.com; and 608-251-4843, respectively.

The COUNTY representative is Pamela Dunphy, P.E., whose work address, e-mail address, and telephone number are 2302 Fish Hatchery Road, Madison, Wisconsin 53713; dunphy@countyofdane.com; and 608-266-4036, respectively.

The parties also agree to all of the provisions which are annexed and made a part of this AGREEMENT, consisting of 12 pages.

This AGREEMENT also incorporates the State of Wisconsin Facilities Development Manual (MANUAL) and all other Manuals referenced therein, unless this AGREEMENT expressly excludes a provision thereof or the context of this AGREEMENT clearly indicates an entirely different understanding of the parties.

Nothing in this AGREEMENT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this AGREEMENT.

For the CONSULTANT

For the COUNTY

By: Matthew S. Richards
Matthew S. Richards

By: Gerald J. Mandli
Gerald J. Mandli

Title: Corporate Secretary

Title: Commissioner/Director

Date: 7/8/15

Date: 7/21/15

I. SCOPE OF AGREEMENT

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

II. SCOPE OF SERVICES

All services under this AGREEMENT shall be done according to the Wisconsin Department of Transportation (WisDOT) Local Program procedures. Kjohnson Engineers, Inc. will be the local program coordinator, and all original correspondence and submittals shall be delivered to and will be handled directly by its staff. Electronic copies of all submittals are to be routed to the COUNTY for review and comment. The COUNTY's comments will be incorporated into the review documents prepared by Kjohnson Engineers, Inc. Document approvals will be provided by the WisDOT local program coordinator, Kjohnson Engineers, Inc.

A. DESIGN REPORTS

(1) Design Study Report:

The CONSULTANT shall provide a Design Study Report and TRANS 75 justification prior to submitting the Design Study Report.

(2) Pavement Report:

The CONSULTANT shall prepare the flexible pavement design calculations and incorporate them with comments into the Design Study Report.

(3) Transportation Management Plan (TMP):

The CONSULTANT shall prepare an individual TMP Type 2 within the PROJECT as specified in the MANUAL.

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this AGREEMENT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an Environmental Report for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The CONSULTANT shall review the PROJECT for programmatic criteria, and prepare appropriate documentation as required. The appropriate number of copies shall be furnished to the COUNTY for approval.

The CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Historical Surveys:

(a) The COUNTY will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate tribes for the COUNTY's use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of this PROJECT.

(b) The CONSULTANT shall follow the procedures set forth in the MANUAL for the Section 106 Process, Screening to review whether this PROJECT meets the requirements for the Environmental Services Section "Screening List." The CONSULTANT shall notify the COUNTY if any changes to the "Screening List" are required.

- (2) Hazardous Materials/Contamination Assessments:
 - (a) The CONSULTANT shall prepare the necessary Phase 1 Hazardous Material Assessment Site Summary Forms for the PROJECT in accordance with the MANUAL and submit along with the Environmental Report. Completion of Phase 1 Hazardous Materials Assessment for the PROJECT shall be considered "Extra Services."
- (3) Wetland Investigations:
 - (a) The CONSULTANT shall identify wetland impacts in conjunction with the Wisconsin Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002."
 - (b) Wetland Mitigation Plans for the PROJECT shall be considered "Extra Services."

C. AGENCY COORDINATION

- (1) Section 404 Permits:

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary permit application.

- (a) Preparation of an individual Section 404 permit application for submittal to the United States Army Corp of Engineers shall be considered "Extra Services."

D. UTILITY INVOLVEMENTS

The CONSULTANT shall prepare necessary conveyance documents for the COUNTY. The COUNTY will enter into negotiations with the affected utility companies and will prepare all other documents.

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings (PIM):

- (a) The CONSULTANT shall conduct one involvement meeting to acquaint the public with the concepts and probable impacts of this PROJECT.
- (b) The CONSULTANT shall prepare exhibits and documentary handout material and provide the equipment necessary to conduct the public involvement meetings.
- (c) The CONSULTANT shall prepare a summary report after the public involvement meetings.
- (d) The CONSULTANT shall consult with the COUNTY after the public involvement meeting to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

- (e) The CONSULTANT shall make the necessary arrangements for scheduling the meeting and provide notices and press releases for the COUNTY's use. The CONSULTANT shall notify adjacent and affected property owners.
- (f) The CONSULTANT shall provide the COUNTY with copies of public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the COUNTY.

F. SURVEYS

- (1) The surveys shall provide information necessary for the preparation of plats and acquisition of rights of way and property.
- (2) 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 proper legal descriptions of the lands acquired.
- (3) Surveys shall be tied into the Wisconsin County Coordinate System, Dane County.

G. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Investigation of subsurface soil conditions for foundations at the site of the proposed structure is required. It shall consist of not less than one machine-powered boring within the approximate limits of each substructure unit.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation in accordance with the MANUAL.

Foundation investigations shall be coordinated with the COUNTY, with a minimum of five working days prior notice, to enable the COUNTY to make provisions for traffic control and on-site observations and to evaluate conditions during drilling.

When borings have reached the depth of 80 feet for piers and 75 feet for abutments without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the COUNTY. The extent of subsurface foundation investigation performed shall be fully justified in the Soils Report for the PROJECT.

All boreholes and monitoring wells shall be backfilled according to the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section—Drilled Borehole and Monitoring Well Abandonment Procedures."

- (2) The CONSULTANT shall classify soils by pedological means based on data from the substructure borings in order to provide pavement design parameters.

H. ROAD PLANS

- (1) It is anticipated that the PROJECT length will not exceed 400 feet.
- (2) The CONSULTANT shall prepare Road Plans for the PROJECT.
- (3) Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans shall consist of the following:
 - (a) Title Sheet
 - (b) Typical Cross Sections and General Notes
 - (c) Special Details including roadway elements, geometric layouts, and salvage/disposal of highway materials
 - (d) List of Standard Detail Drawings
 - (e) Engineering Estimates on Computer Worksheet
 - (f) Miscellaneous Quantities
 - (g) Plan and Profile Sheets
 - (h) Computer Earthwork Data
 - (i) Cross Sections
 - (j) Traffic Control Plan
 - (k) Erosion Control Plan
- (4) It is anticipated that the Plan and Profile Sheets will be developed to a 1"=40' scale on the 11-inch by 17-inch-size sheets.
- (5) The CONSULTANT shall prepare traffic control plans with CTH N closed to through traffic. Detour plans shall be prepared.

I. STRUCTURE PLANS

- (1) In the design and development of the Structure Plans, the CONSULTANT shall develop two alternative structure types or other geometric configurations to enable selection of the design that provides a balance between practical construction considerations, right of way requirements, aesthetics, and cost considerations.
- (2) A Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, shall be prepared by the CONSULTANT in accordance with the procedures set forth in the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and pertinent data shall appear on the first sheets of the completed structure plans.
- (3) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for pertinent items of work to be performed in the PROJECT.
- (4) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (5) When the plans for a structure have been completed the CONSULTANT shall furnish the COUNTY with plans for review and examination.

- (6) The CONSULTANT shall submit for review and examination specifications for items of work in the Structure Plans which are not covered by the Standard Specifications for Highway and Structure Construction (STANDARD SPECIFICATIONS) and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (7) Plans will be subject to review and examination by the COUNTY and WisDOT. Such review and examination may be made on the site of the PROJECT.
- (8) Along with the plans for structures the CONSULTANT shall submit one copy or reproduction of the design computations for the COUNTY's review and permanent file.
- (9) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as the COUNTY may request.

J. PLATS

- (1) The CONSULTANT shall prepare a Right of Way Plat as defined in the MANUAL. The CONSULTANT shall include the Right of Way Plat information on the Plan and Profile Sheets.
- (2) Title searches shall be made of the titles for up to four properties or premises through or over which a right of way for the PROJECT is to be acquired. The Title Search shall extend over and cover a minimum period of 60 years or to the last conveyance of record if more than 60 years, and shall include a certificate to the COUNTY of entries of record affecting the titles of the said properties or premises during such period. A copy of the last deed of record shall be included as part of the title report. Easements of record on purchased property shall be identified. Liens, mortgages, and tax records shall be identified.
- (3) The CONSULTANT shall prepare Right of Way Descriptions for individual parcels of land to be acquired as right of way for the PROJECT. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For unplatted property, the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The CONSULTANT shall prepare the descriptions on conveyance documents.
- (4) The CONSULTANT shall prepare the Relocation Order for the COUNTY's use.
- (5) The CONSULTANT shall submit the Right of Way Plat and Descriptions and the Relocation Order to the COUNTY for review and examination prior to acceptance by the COUNTY.
- (6) The COUNTY will field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.

K. MEETINGS

- (1) The CONSULTANT shall hold an Operational Planning meeting to discuss the organization and processing of the services.
- (2) One plan review meeting shall be held, at a time to be determined by the COUNTY.
- (3) The CONSULTANT shall coordinate meeting schedules with the COUNTY.

L. PLANS, SPECIFICATIONS & ESTIMATES (P.S.&E.)

- (1) The CONSULTANT shall submit the Plan Letter, Sample Proposal with the Highway Work Proposal and Special Provisions, Recommendation to Governor for Contract and Bond Approval Form, Utility Status Report, Certificate of Right of Way, Contract Time for Completion, News Release, Notes to Construction, and the Wetland Impact Tracking Form portion of the P.S.&E. electronically as specified in the MANUAL.
- (2) The CONSULTANT shall include the Right of Way plat in the plan submittal. The Right of Way plat may be either the original signed plat or a reproducible copy.

M. SERVICES PROVIDED BY THE COUNTY

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

- (1) Traffic projections
- (2) As-built plans, as may be available
- (3) Field locate and temporarily mark new right of way
- (4) Scheduling the preconstruction conference
- (5) Traffic control/flagging for subsurface investigation.
- (6) Publish PIM advertisement
- (7) Meeting site for PIM

III. PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to:
 - (a) Subsurface Investigations to Professional Service Industries, Inc., 821 Corporate Court, Waukesha, Wisconsin 53189.
 - (b) Title Searches to Dane County Title Company, 901 S. Whitney Way, Madison, Wisconsin 53711.
- (2) Services under this AGREEMENT shall be completed by May 1, 2017. This assumes that the P.S.&E. will be submitted to the COUNTY Office by November 1, 2016, for a Bid Letting on March 14, 2017.
- (3) The following items shall be completed and submitted to the COUNTY by the indicated dates, if CONSULTANT has received the Notice to Proceed by August 1, 2015.

	<u>Date</u>
Preliminary Plans	November 1, 2015
Environmental Document	January 1, 2016
Design Study Report	March 1, 2016
Right-of-Way Plats and Descriptions	June 1, 2016
Final Structure Plans	September 1, 2016
Final P.S. & E.	September 15, 2016

IV. BASIS OF PAYMENT

A. The CONSULTANT fees for basic services will be compensated by the COUNTY in accordance with the Terms and Conditions of this AGREEMENT as follows:

- (1) The COUNTY will pay the CONSULTANT a lump sum fee of \$67,282.68.

The CONSULTANT fee for professional services shall be in accordance with the terms of this AGREEMENT and based on the scope of services contained in the CONSULTANT's Proposal, dated February 3, 2015, including any subsequent Addenda.

- (2) For subsurface investigations sublet to Professional Services Industries, Inc., the CONSULTANT's actual cost not to exceed \$10,402.00.
- (3) For title searches sublet to Dane County Title Company, the CONSULTANT's actual cost not to exceed \$700.00.

Total compensation for the above services, not including "If Authorized by Written Notice from the COUNTY" services, shall not exceed \$78,384.68.

B. Additional Services:

If the additional services are requested after this AGREEMENT has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the PROJECT schedule and the individuals or firms involved. When authorized, an agreement amendment will be used to modify this AGREEMENT.

C. Payments to the CONSULTANT:

- (1) Payments of the CONSULTANT's lump sum fee will be made monthly, in proportion to services performed as confirmed by the COUNTY.
- (2) No more than ninety percent (90%) of the CONSULTANT's lump sum fee shall be paid out prior to substantial completion of the PROJECT.
- (3) The CONSULTANT whose services are found deficient or fails to conform to the requirements set forth in this AGREEMENT, is not entitled to further payments, until corrected to the satisfaction of the COUNTY.
 - (a) Payments to the CONSULTANT may be withheld for damages sustained by the COUNTY due to error, omission, unauthorized changes or negligence on the part of the CONSULTANT. The COUNTY will notify the CONSULTANT in writing of the alleged, specific damages and amounts involved, on a timely basis.
- (4) Payments to the CONSULTANT will not be withheld due to disputes between construction contractor(s) and the COUNTY.
- (5) If the PROJECT is suspended for more than three months in whole or in part, the CONSULTANT will be paid fees for services performed prior to receipt of written notice from the COUNTY of the suspension by the COUNTY. If the PROJECT is resumed after being suspended for more than three months, the CONSULTANT's compensation will be subject to renegotiation.

V. ACCOUNTING RECORDS

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

VI. TERMINATION OF AGREEMENT

- A. This AGREEMENT may be terminated by the COUNTY without cause upon ten calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by the

COUNTY. Services performed prior to the date of termination shall be in accordance with the terms and conditions of this AGREEMENT. Upon termination, the results of such services shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by the COUNTY.

- B. In the event the AGREEMENT between the CONSULTANT and any consultant on this PROJECT is terminated, the results of services by that consultant shall immediately be turned over to the CONSULTANT.

VII. OWNERSHIP OF DOCUMENTS

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

VIII. LIABILITY-HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, hold harmless and defend the 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 the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the CONSULTANT's negligent acts, errors, omissions, and intentional acts for furnishing the services required to be provided under this AGREEMENT, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the CONSULTANT under this paragraph shall survive the expiration or termination of this AGREEMENT.

IX. PROFESSIONAL LIABILITY INSURANCE

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

X. OTHER INSURANCE

The CONSULTANT and its consultants retained under terms of this AGREEMENT shall:

- A. Maintain Worker's Compensation Insurance:
 - (1) Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the CONSULTANT's and consultant's employees engaged in work associated with the PROJECT under this AGREEMENT.
 - (2) Maintain Employer's Liability Insurance with a policy limit of not less than 100,000/500,000/100,000 per occurrence.
- B. Procure and maintain during the life of this AGREEMENT, and until one year after the completion of this AGREEMENT, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out this AGREEMENT. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the CONSULTANT as insureds.
- C. Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out this AGREEMENT. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- D. Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of this AGREEMENT. Upon request by the COUNTY, the insurance certificate is to be presented on or before execution of this AGREEMENT.

XI. MISCELLANEOUS PROVISIONS

- A. The CONSULTANT 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.
- B. Legal Relations. The CONSULTANT shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this PROJECT and in effect on the date of this AGREEMENT.
- C. Approvals or Inspections. None of the approvals or inspections performed by the COUNTY shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the COUNTY formally assumes such responsibility in writing from the COUNTY so stating that the responsibility has been assumed.
- D. Successors, Subrogees and Assigns. The COUNTY and the CONSULTANT each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party, to this AGREEMENT, and to the partners, successors, subrogees, assigns, and legal representatives of such other party with respect to covenants of this AGREEMENT.
- E. Claims. The CONSULTANT's project manager will meet with the COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Deputy Commissioner for review and resolution.

The decision of the Deputy Commissioner shall be final. Services shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.

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

XII. NONDISCRIMINATION IN EMPLOYMENT

- A. During the term of this AGREEMENT, the CONSULTANT 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). The CONSULTANT 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.
- B. Civil Rights Compliance:
 - (1) If CONSULTANT has twenty (20) or more employees and receives \$20,000 in annual contracts with the COUNTY, the CONSULTANT shall submit to the 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. The CONSULTANT shall also file an Affirmative Action (AA) Plan with the COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. The CONSULTANT 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 the COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If the CONSULTANT has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a

CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If the CONSULTANT 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 the COUNTY, a verification of acceptance by the State of the CONSULTANT's Plan is sufficient.

- (2) The CONSULTANT agrees to comply with the COUNTY's civil rights compliance policies and procedures. The CONSULTANT agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the CONSULTANT. The CONSULTANT agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The CONSULTANT further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- (3) The CONSULTANT shall post the Equal Opportunity Policy, the name of the CONSULTANT'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 the COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. The CONSULTANT shall supply to the 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.
- (4) The CONSULTANT shall provide copies of all announcements of new employment opportunities to the COUNTY's Contract Compliance Officer when such announcements are issued.

C. Domestic Partner Equal Benefits:

The CONSULTANT agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. The CONSULTANT agrees to make available for COUNTY inspection the CONSULTANT's payroll records relating to employees providing services on or under this AGREEMENT or subcontract. If any payroll records of the CONSULTANT contain any false, misleading, or fraudulent information, or if a consultant fails to comply with the provisions of s. 25.016, D. C. Ordinances, the Contract Compliance Officer may withhold payments on this AGREEMENT; terminate, cancel or suspend this AGREEMENT in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future COUNTY contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

STRAND ASSOCIATES, INC.
LUMP SUM
CONSULTANT WEIGHTED AVERAGE DIRECT LABOR RATES

5033-00-01
Stoughton - Edgerton
(Yahara River Bridge B-13-0669)
CTH N, Dane County

Classification: Project Manager

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1302	\$67.30	30.00%	\$20.19
Employee #1120	\$53.51	30.00%	\$16.05
Employee #1293	\$58.37	40.00%	\$23.35
TOTAL		100.00%	\$59.59

Classification: Project Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1167	\$50.63	15.00%	\$7.59
Employee #1132	\$55.33	5.00%	\$2.77
Employee #1329	\$42.87	45.00%	\$19.29
Employee #1422	\$41.00	35.00%	\$14.35
TOTAL		100.00%	\$44.00

Classification: Staff Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #7040	\$35.71	35.00%	\$12.50
Employee #1485	\$36.20	35.00%	\$12.67
Employee #1517	\$33.00	20.00%	\$6.60
Employee #7111	\$28.27	10.00%	\$2.83
TOTAL		100.00%	\$34.60

Classification: Technician

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1352	\$33.15	10.00%	\$3.32
Employee #1548	\$25.30	55.00%	\$13.92
Employee #1512	\$20.55	35.00%	\$7.19
TOTAL		100.00%	\$24.43

Classification: Secretary

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1131	\$40.71	15.00%	\$6.11
Employee #7130	\$19.27	30.00%	\$5.78
Employee #1532	\$21.99	55.00%	\$12.09
TOTAL		100.00%	\$23.98

**STRAND ASSOCIATES, INC.
LUMP SUM**

5033-00-01

Stoughton - Edgerton
(Yahara River Bridge B-13-0669)
CTH N, Dane County

CONSULTANT DIRECT LABOR RATES (January 1, 2015 - June 30, 2016)

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d1)	New Pay Rate(e1)	Date of Increase(f1)	% Work at Current Rate(g)	% Work at Increased Rate(h1)	Weighted Average Hourly Rate(i)
Average - Selected Individuals	Project Manager	\$59.59	2.00%	\$60.78	July, 15	20.00%	80.00%	\$60.54
Average - Selected Individuals	Project Engineer	\$44.00	2.00%	\$44.88	July, 15	20.00%	80.00%	\$44.70
Average - Selected Individuals	Staff Engineer	\$34.60	2.00%	\$35.29	July, 15	20.00%	80.00%	\$35.15
Average - Selected Individuals	Technician	\$24.43	2.00%	\$24.92	July, 15	20.00%	80.00%	\$24.82
Average - Selected Individuals	Secretary	\$23.98	2.00%	\$24.46	July, 15	20.00%	80.00%	\$24.36

Contract Completion: 5/1/2017

*Percent pay increase as shown above was used to negotiate total cost. According to our company policy we will provide equitable changes in the compensation to staff annually on July 1, as required.

STRAND ASSOCIATES, INC.
LUMP SUM
DESIGN ENGINEERING
CONTRACT SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

5033-00-01
 Stoughton - Edgerton
 (Yahara River Bridge B-13-0669)
 CTH N, Dane County

CLASS	Project Manager		Project Engineer		Staff Engineer		Technician		Secretary		Total Direct Labor		
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Avg. Hourly Wage		\$60.54		\$44.70		\$35.15		\$24.82		\$24.36			
TASK	ACT. CODE	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Survey - General	729	0	\$0.00	1	\$44.70	1	\$35.15	38	\$943.16	0	\$0.00	40	\$1,023.01
Project Dev-Admin/Coordination	740	2	\$121.08	4	\$178.80	12	\$421.80	0	\$0.00	4	\$97.44	22	\$819.12
Prelim Design - General	741	0	\$0.00	4	\$178.80	12	\$421.80	7	\$173.74	0	\$0.00	23	\$774.34
Finalize Design Elements	742	2	\$121.08	6	\$268.20	26	\$913.90	6	\$148.92	0	\$0.00	40	\$1,452.10
Public Inf. Meetings & Hearing	743	0	\$0.00	7	\$312.90	10	\$351.50	2	\$49.64	3	\$73.08	22	\$787.12
Design - RW Plats - Development	745	0	\$0.00	6	\$268.20	10	\$351.50	18	\$446.76	0	\$0.00	34	\$1,066.46
Project Dev - Utilities/RR/Agency	746	1	\$60.54	7	\$312.90	24	\$843.60	0	\$0.00	4	\$97.44	36	\$1,314.48
Project Development - Meetings	747	0	\$0.00	23	\$1,028.10	4	\$140.60	1	\$24.82	0	\$0.00	28	\$1,193.52
Design - Reports	748	2	\$121.08	10	\$447.00	29	\$1,019.35	0	\$0.00	6	\$146.16	47	\$1,733.59
Envir Imp - Contaminated Sites	765	0	\$0.00	1	\$44.70	0	\$0.00	6	\$148.92	0	\$0.00	7	\$193.62
Envir Imp - Environment Documents	767	1	\$60.54	3	\$134.10	15	\$527.25	0	\$0.00	4	\$97.44	23	\$819.33
Design - Cadds - Drafting	770	0	\$0.00	0	\$0.00	0	\$0.00	45	\$1,116.90	0	\$0.00	45	\$1,116.90
Prelim Design - Geometrics	776	0	\$0.00	5	\$223.50	16	\$562.40	4	\$99.28	0	\$0.00	25	\$885.18
Prelim Design - Drainage	778	0	\$0.00	0	\$0.00	2	\$70.30	0	\$0.00	0	\$0.00	2	\$70.30
Compute Quantities and Details	786	0	\$0.00	0	\$0.00	6	\$210.90	2	\$49.64	0	\$0.00	8	\$260.54
Traf Control & Const Staging	788	0	\$0.00	0	\$0.00	3	\$105.45	2	\$49.64	0	\$0.00	5	\$155.09
Final Design Drainage	789	0	\$0.00	0	\$0.00	4	\$140.60	0	\$0.00	0	\$0.00	4	\$140.60
Plans, SP's And PS&E Docs	794	2	\$121.08	15	\$670.50	32	\$1,124.80	2	\$49.64	6	\$146.16	57	\$2,112.18
Envir Imp - Wetlands/Waterways	798	0	\$0.00	0	\$0.00	2	\$70.30	0	\$0.00	0	\$0.00	2	\$70.30
Preliminary Structure Design	1001	0	\$0.00	10	\$447.00	48	\$1,687.20	12	\$297.84	4	\$97.44	74	\$2,529.48
Final Structure Design	1002	2	\$121.08	12	\$536.40	42	\$1,476.30	21	\$521.22	0	\$0.00	77	\$2,655.00
TOTALS		12	\$726.48	114	\$5,095.80	298	\$10,474.70	166	\$4,120.12	31	\$755.16	621	\$21,172.26

STRAND ASSOCIATES, INC.
LUMP SUM

DESIGN ENGINEERING

CONTRACT FEE COMPUTATION SUMMARY BY ENGINEERING TASK

5033-00-01

Stoughton - Edgerton

(Yahara River Bridge B-13-0669)

CTH N, Dane County

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee	TOTAL
Survey - General	729	\$1,023.01	\$1,628.22	\$906.80	\$198.84	\$3,756.87
Project Dev-Admin/Coordination	740	\$819.12	\$1,303.71	\$320.00	\$159.21	\$2,602.04
Prelim Design - General	741	\$774.34	\$1,232.44	\$256.00	\$150.51	\$2,413.29
Finalize Design Elements	742	\$1,452.10	\$2,311.16	\$528.00	\$282.24	\$4,573.50
Public Inf. Meetings & Hearing	743	\$787.12	\$1,252.78	\$426.10	\$152.99	\$2,618.99
Design - RW Plats - Development	745	\$1,066.46	\$1,697.38	\$304.00	\$207.29	\$3,275.13
Project Dev - Utilities/RR/Agency	746	\$1,314.48	\$2,092.13	\$584.50	\$255.50	\$4,246.61
Project Development - Meetings	747	\$1,193.52	\$1,899.61	\$96.00	\$231.98	\$3,421.11
Design - Reports	748	\$1,733.59	\$2,759.18	\$589.50	\$336.96	\$5,419.23
Envir Imp - Contaminated Sites	765	\$193.62	\$308.17	\$96.00	\$37.63	\$635.42
Envir Imp - Environment Documents	767	\$819.33	\$1,304.05	\$400.00	\$159.25	\$2,682.63
Design - Cadds - Drafting	770	\$1,116.90	\$1,777.66	\$654.00	\$217.09	\$3,765.65
Prelim Design - Geometrics	776	\$885.18	\$1,408.85	\$368.00	\$172.05	\$2,834.08
Prelim Design - Drainage	778	\$70.30	\$111.89	\$32.00	\$13.66	\$227.85
Compute Quantities and Details	786	\$260.54	\$414.68	\$96.00	\$50.64	\$821.86
Traf Control & Const Staging	788	\$155.09	\$246.84	\$64.00	\$30.14	\$496.07
Final Design Drainage	789	\$140.60	\$223.78	\$48.00	\$27.33	\$439.71
Plans, SP's And PS&E Docs	794	\$2,112.18	\$3,361.75	\$752.50	\$410.54	\$6,636.97
Envir Imp - Wetlands/Waterways	798	\$70.30	\$111.89	\$16.00	\$13.66	\$211.85
Preliminary Structure Design	1001	\$2,529.48	\$4,025.92	\$752.00	\$491.66	\$7,799.06
Final Structure Design	1002	\$2,655.00	\$4,225.70	\$1,008.00	\$516.05	\$8,404.75
Rounding Correction		\$0.00	-\$0.02	\$0.00	\$0.03	\$0.01
TOTALS		\$21,172.26	\$33,697.77	\$8,297.40	\$4,115.25	\$67,282.68

Company Wide Overhead Rate = 1.5916
Fixed Fee = 7.50%

**STRAND ASSOCIATES, INC.
LUMP SUM**

**5033-00-01
Stoughton - Edgerton
(Yahara River Bridge B-13-0669)
CTH N, Dane County**

DIRECT EXPENSES BY ITEM

DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
Telephone	Month	4	\$20.00	\$80.00
Postage	Month	6	\$25.00	\$150.00
Copies (Black & White)	1 Each	780	\$0.15	\$117.00
Employee Vehicle Mileage	1 Mile	240	\$0.56	\$134.40
Meals (Lunch)	1 Each	3	\$8.00	\$24.00
GPS	1 Day	3	\$250.00	\$750.00
Color Copies	Each	50	\$1.00	\$50.00
Computer Usage	1 Hour	437	\$16.00	\$6,992.00

TOTAL

\$8,297.40

**STRAND ASSOCIATES, INC.
LUMP SUM**

**5033-00-01
Stoughton - Edgerton
(Yahara River Bridge B-13-0669)
CTH N, Dane County**

Consultant Contract Total Fee Computation

Project ID	5033-00-01	Total for Contract
Number of Staff Hours	621	621
Total Direct Labor	\$21,172.26	\$21,172.26
Total Overhead Costs	\$33,697.77	\$33,697.77
Fixed Fee	\$4,115.25	\$4,115.25
Direct Expenses	\$8,297.40	\$8,297.40
Subtotal	\$67,282.68	\$67,282.68
Dane County Title	\$700.00	\$700.00
PSI	\$10,402.00	\$10,402.00
Subcontract Total	\$11,102.00	\$11,102.00
Total Cost	\$78,384.68	\$78,384.68

Company Wide Overhead Rate: 1.5916
Fixed Fee: 7.50%

June 1, 2015

Mr. David J. Walker, P.E., S.E.
Strand Associates, Inc.
910 West Wingra Drive
Madison, WI 53715

Re: Proposal for Geotechnical Services
Proposed Bridge Replacement
CTH N over the Yahara River in the Town of Dunkirk (B-13-0669)
Dane County
PSI Proposal No. 143115-1R2

Dear Mr. Walker:

Professional Service Industries, Inc. (PSI) is submitting this proposal to conduct a geotechnical exploration for the proposed bridge replacement project on CTH N in Dane County, Wisconsin. A summary of the planned project, PSI's proposed scope of services, schedule and fee information are provided in the following sections. Thank you for giving PSI this opportunity to propose our services.

PROJECT UNDERSTANDING

PSI understands that the proposed project consists of replacing the CTH N Bridge over the Yahara River in Town of Dunkirk within Dane County, Wisconsin. This proposal is based on the new bridge being pile supported and it being designed using the Load and Reduction Factor Design (LRFD) methodology. A possible solution will be to construct a 3 span bridge.

If any of the above information is inconsistent with the planned construction, PSI requests that Strand Associates contact us immediately and allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

The scope of PSI's services for this project will be to conduct soil borings at the site and provide geotechnical design recommendations based upon the subsurface conditions encountered. In general, foundation recommendations will be provided for the proposed bridge construction. In addition, recommendations for re-paving the areas adjacent to the bridge will also be provided.

PSI proposes to drill four test borings at this site (two to 80 feet for piers and two to 75 feet for abutments). The borings are planned to be performed adjacent to the existing abutments of the existing bridge as well as the proposed pier locations. The borings will

be completed to the planned depth or auger refusal, whichever is shallower. The test borings will be performed with a truck-mounted, rotary drill rig using hollow stem augers. Soil samples will be obtained at 2.5-foot increments to a depth of 10 feet employing split-barrel sampling procedures in general accordance with ASTM D-1586. The boring will be backfilled and surface patched upon completion.

PSI will provide all necessary traffic control in accordance with the MUTCD during completion of the borings. However, PSI has been asked to provide a credit in the event that Dane County will provide the necessary traffic control in lieu of PSI.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for visual classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, plasticity, grain size, unit weight and relative strength characteristics.

Strand Associates, Inc. understands that PSI's services under this proposal are limited to geotechnical engineering and that PSI will have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. The existence or discovery of hazardous materials will constitute a changed condition under this proposal.

Hazardous materials are defined in this proposal as any toxic substances, chemical, pollutants or other materials, in whatever form or state, that are known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever.

PSI will perform its services consistent with the level of care and skill ordinarily exercised by other professional engineers under similar circumstances at the time the services are performed. No warranty, expressed or implied, is included or intended in this proposal.

REPORT

At the conclusion of PSI's field and laboratory work, one of our registered professional engineers will prepare a Geotechnical Exploration Report. Three copies of the report will be provided. The report will include:

- descriptions of the soil and groundwater conditions at the test boring locations;
- a summary of the laboratory test results (where applicable) as they relate to the proposed site development;
- site preparation information including placement and compaction of structural fill, control of groundwater, and improvement of unstable soil;
- ultimate bearing capacities determined by FHWA software called DRIVEN

- drivability evaluation using software called GRLWEAP;
- lateral soil parameters will provided for each representative layer including, unit weight, cohesion, angle of friction, horizontal modulus and ϵ_{50} ;
- the depth of expected pile penetration to reach the applicable driving resistances;
- Representative pavement design parameters for each segment of roadway including material type (well or poorly sorted), frost index, soil support value, design group index, Resilient Modulus, M_R , CBR and subgrade reaction modulus, k ;
- information relating to other observed geotechnical conditions that could impact the proposed project;

One hard copy of the report and one electronic copy of the report will be provided. Additional copies of the report can be provided upon request. PSI will address any comments received regarding the report.

SCHEDULE

PSI is prepared to begin work on this project immediately after receiving authorization to proceed. Based on favorable weather conditions, the field work will take 4 days to complete. Preliminary results would be available within 5 days of field work completion. The report will be completed 15 days after field work is completed.

SPECIAL INSTRUCTIONS

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil borings and patching the surface with asphalt patch is included. Soil spoils will be cleaned up and removed from the project as needed. The borings will be backfilled to ground surface once the borehole has been completed. Due to the self-consolidation of hole backfill, it is likely that the hole will settle overtime, especially after rain events.

All of the borings will be located within the paved roadway. As such, it is standard and industry practice to proceed with the understanding that utilities within the roadway are entirely publicly owned and operated. PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. In addition, PSI will request the local municipality mark or provide plans showing the location of all utilities located within the work zone. If the local municipality will not provide utility markings or plans, other arrangements will be required in order to locate these utilities. If additional fees are required, PSI will contact you prior to implementation for approval.

FEES

It is proposed that the fee for performance of the outlined scope of services be charged on a unit price basis as follows:

Task	Quantity	Unit	Unit Cost	Amount
Drilling and Sampling				
Initial Rig and Crew Mobilization/Setup/Layout	1	LS	\$ 2,197.00	\$ 2,197.00
Drilling and sampling (0-25 ft)**	100	ft	\$ 10.00	\$ 1,000.00
Drilling and sampling (25-50 ft)**	100	ft	\$ 14.00	\$ 1,400.00
Drilling and sampling (50-75 ft)**	100	ft	\$ 17.00	\$ 1,700.00
Drilling and sampling (75-80 ft)**	10	ft	\$ 20.00	\$ 200.00
Borehole Abandonment	310	ft	\$ 3.00	\$ 930.00
Patch	4	Ea	\$ 25.00	\$ 100.00
Traffic Control	4	Days	\$ 1,000.00	\$ 4,000.00
Laboratory Testing	1	LS	\$ 700.00	\$ 700.00
Report	1	LS	\$ 2,175.00	\$ 2,175.00
			Total	\$ 14,402.00

PSI's proposal is based on the surface where the boring is to be performed is comprised of asphalt or lightly reinforced concrete. If the concrete is heavily reinforced additional charges for a subcontractor to core the concrete may be required. These costs are not included in this proposal.

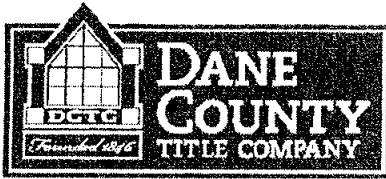
Boring, sampling and testing requirements are a function of the subsurface conditions. The cost is based on adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require additional exploration, PSI will notify Strand Associates to discuss modifying the outlined scope of work. Additional work beyond the estimated fee will not be performed without authorization.

PSI appreciates the opportunity to offer our services and look forward to working with you. Please call with any questions, or if PSI can be of additional service.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy
 Paul J. Koszarek, P.E.
 Department Manager
 Geotechnical Services

Electronic Copy
 David M. Barndt, P.E.
 Senior Vice President



901 S Whitney Way | Madison, Wisconsin 53711 | Phone 608-271-2800 | 800-626-9735
UCC Fax 608-271-8862 | Web www.danecountytitle.com | E-mail ucc@danecountytitle.com

RE: ID 5033-00-01
Stoughton-Edgerton
(Yahara River Bridge B-13-0669)
CTH N
Dane County

Strand Associates, Inc.
Attn: David J. Walker
910 West Wingra Dr.
Madison, WI 53715

Dear David:

Thank you for providing us the opportunity to provide a quote with respect to the above-referenced Dane County bridge project. We will provide 60 year title reports (with easements) at a cost of \$175.00 per report. It is our understanding that for the project listed above there are a total of four (4) 60 year title reports which would be needed. This would mean that the total cost for title reports for the project would be \$700.00. Should you have any questions regarding our quote or need anything further from us, please feel free to contact me. Thanks.

DANE COUNTY TITLE COMPANY

Kevin W. Neuberger
Title Department Supervisor