

**THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN**

City of Waukesha (MUNICIPALITY),  
State of Wisconsin Department of Transportation (DEPARTMENT),  
AND Graef-USA Inc. (CONSULTANT) FOR

Project ID 2718-03-01  
N. Grandview Boulevard  
Northview Road to Summit Ave  
Local Road  
Waukesha County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by May 31, 2017.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

The project consists of roadway improvements at the intersections of Grandview Boulevard and Northview Road and improvements to the lane drop south of the intersection. Improvements include pavement repairs, extension of turn lanes and restriping of the project corridor. A new traffic signal with monotubes will be installed at the current Northview Road intersection.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- DEPARTMENT or  
 MUNICIPALITY

1. The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:
  - a. For design services including administration and coordination; survey; utility coordination; design reports; public involvement; traffic analysis; traffic signals, and roadway design performed by CONSULTANT \$89,218.79 based on a Lump Sum not to exceed.
  - b. For soil borings and preparation of text geotechnical memorandum subcontracted to Professional Services Industries, Inc. (PSI), the CONSULTANT'S actual cost paid to PSI based on PSI's actual cost up to \$2,985.89 plus fixed fee of \$107.52 not to exceed \$3,093.41 in total.

Total compensation for Basic Scope of Services summarized above shall not exceed \$92,312.20.

Contingent upon written authorization by the DEPARTMENT, compensation for "if authorized by written notice to proceed" services shall be:

- a. For design services including: additional right-of-way plats and legal descriptions; design reports; environmental documentation; and lighting design by CONSULTANT \$7,238.09 based on a lump sum not to exceed.
- b. Total compensation for "If Authorized" Scope of Services summarized above shall not exceed \$7,238.09.

For all services on this contract, total compensation shall not exceed \$99,550.29 unless approved by a written CONTRACT amendment.

Compensation in excess of the total CONTRACT amount of \$99,550.29 shall not be allowed unless approved by a written CONTRACT 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 the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT representative is Steve Schowalter, PE; whose work address, e-mail address and telephone number are: 125 S. 84<sup>th</sup> Street, Suite 401, Milwaukee, WI 53214-1470, email: [steven.schowalter@graef-usa.com](mailto:steven.schowalter@graef-usa.com), telephone (414) 266-9246.

The MUNICIPALITY representative is Michael Grulke, PE; whose work address, e-mail address and telephone number are: City of Waukesha Public Works Dept, 130 Delafield Street, Waukesha, WI 53188, email: [mgrulke@ci.waukesha.wi.us](mailto:mgrulke@ci.waukesha.wi.us), telephone: (262) 524-3590.

The DEPARTMENT representative is Kathy Kramer, PE; whose work address, e-mail address and telephone number are: 141 NW Barstow Street, Waukesha, WI 53187, email: [kathleen1.kramer@dot.wi.gov](mailto:kathleen1.kramer@dot.wi.gov), telephone: (262) 548-8772.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of 18 pages.

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

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

For the CONSULTANT

For the DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Contract Manager, WisDOT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the MUNICIPALITY

APPROVED

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

GOVERNOR, State of Wisconsin

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## VI. SPECIAL PROVISIONS

### DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "SE or Region or SE Region" means the DEPARTMENT'S Division of System Development, SE Region, Waukesha Office and more particularly the Projects Team – North 3, located at 141 NW Barstow Street, Waukesha, WI 53187-0798.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the SE REGION and represents the DEPARTMENT.
- g. "DRC" means the SE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.
- l. ASPHALT – Includes all TONS of plant and road mixes including recycled and experimental mixes. Does not include asphaltic materials (oil) or other additives.
- m. CONCRETE – Includes SQUARE YARDS of street/road pavements including full-depth concrete patching, gaps, and concrete base course. Does not include sidewalks, driveways, curb and gutter, etc.
- n. EXCAVATION – Includes all CUBIC YARDS of excavation including common, rock, marsh, borrow, etc.
- o. BASE COURSE – Includes all TONS of gravel or crushed aggregate base course including all open-graded base courses, breaker run stone, and all truck-hauled pavement material recycled as base course.

- p. BRIDGE DECK – Includes all SQUARE FEET of concrete deck area for deck replacement, superstructure replacement, and bridge deck overlays. Does not include box culverts or multiple pipe installations even if classified as a bridge or bridge painting projects.
- q. MILLING – Includes SQUARE YARDS of milling items for: removing pavement (concrete), butt joints; removing asphaltic surface, milling; removing asphaltic surface, butt joints; salvaged asphaltic pavement, milling; mill and relay asphaltic pavement, and pulverize and relay existing asphaltic pavement.
- r. DIAMOND GRINDING - - includes SQUARE YARDS of continuous diamond grinding.
- s. TRAFFIC STRIPING – Includes LINEAL FEET of permanent and temporary pavement marking for lane lines, edge lines, and centerlines. Does not include pavement markings for incidental items such as crosswalks, stop lines, curbs. Arrows, etc.
- t. RUBBLIZING – Includes SQUARE YARDS of rubblizing existing concrete pavement.

## SCOPE OF SERVICES

- A. The following provisions of the boilerplate are deleted and replaced:

III. PROSECUTION AND PROGRESS, A. GENERAL (1) is replaced with the following: The DEPARTMENT or its authorized representative, on behalf of the MUNICIPALITY, will issue the written order authorizing the CONSULTANT to commence services.

- B. DESIGN REPORTS

### (4) Request for Exceptions to Design Standards

IF AUTHORIZED the CONSULTANT shall prepare a request for exception(s) to design standards as set forth in the MANUAL. Three copies of the request shall be submitted to the DEPARTMENT for approval.

Exception to design standards would be required for lateral clearance if the relocation of the existing pole in the southwest quadrant of the Northview Road intersection is not possible.

### (5) Encroachment Report

The CONSULTANT shall prepare an encroachment report as directed by the MUNICIPALITY as set forth in the MANUAL. Three copies of the request shall be submitted to the MC, as DEPARTMENT's representative, for approval.

### (6) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY as set forth in the MANUAL:

Transportation Management Plan Type 2

The CONSULTANT shall prepare a Type 2 Transportation Management Plan (TMP) for the proposed improvements.

Trans 75 Compliance Check List

The CONSULTANT shall prepare the Trans 75 Compliance Check List for the PROJECT in line with policy as set forth in the MANUAL. The check list shall be submitted to the MC, as DEPARTMENT's representative, for approval. The project is anticipated to be exempt from Trans 75 requirements.

Design Study Report

The CONSULTANT shall prepare the Design Study Report for the PROJECT as set forth in the MANUAL. The report shall be submitted to the LPA and MC, as DEPARTMENT's representative, for approval.

Roadside Hazard Analysis

The CONSULTANT shall prepare the Roadside Hazard Analysis documentation for the PROJECT as set forth in the MANUAL. The report shall be submitted to the LPA and MC, as DEPARTMENT's representative, for approval.

C. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, 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 a PER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and MC, as DEPARTMENT's representative, for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall 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. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. 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 unresolved conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

- (1) Environmental Assessments: Not Included.
- (2) Environmental Impact Statements: Not Included.
- (3) Agricultural Impact Notice: Not Included.
- (4) Section 4(f) Evaluation:

IF AUTHORIZED the CONSULTANT shall describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and shall report its findings to the MUNICIPALITY and the MC, as DEPARTMENT's representative, for evaluation by the MUNICIPALITY and the FHWA. The CONSULTANT shall prepare a Section 4(f) De Minimums documentation in accordance with the procedures as set forth in the MANUAL.

- (5) Section 6(f) Evaluation:

IF AUTHORIZED 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:

It is anticipated that this project will qualify to be placed on the screening list for Historical and Archaeological Surveys. The MC shall coordinate and request the project to be included on the screening list.

The CONSULTANT shall provide the MC project location maps and a project description for the screening list request.

- (7) Noise Analysis: Not Included.
- (8) Air Quality: Not Included.
- (9) Hazardous Materials/Contamination Assessments

- (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL. A Phase I investigation will not be done for the restriping segment south of Northview Road.
- (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the MC, as DEPARTMENT's representative, prior to conducting further evaluation studies.
- (c) The MUNICIPALITY 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.

D. AGENCY COORDINATION

(3) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, 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 application.

The CONSULTANT shall complete and forward the WisDOT SE Region Stormwater Spreadsheet and forward to the MC for review and comment at 30%, 60% and 90% design stages.

(4) Section 404 Permits: Not Included.

(5) Section 9 and 10 Permits: Not Included.

E. RAILROAD/UTILITY INVOLVEMENTS

(2) Railroad Negotiations/Agreements: Not Included.

(3) Utility Coordination

(c) This provision deletes the following from the last line of same section of Three Party Design Engineering Services Boilerplate Standard Provisions dated August 2, 2002: "and Chapter TRANS 220, Wisconsin Administrative Code."

(4) Utility Negotiations/Agreements

SE Region Local Program bridge or highway rehabilitation or reconstruction improvement projects are not under Administrative Rule TRANS 220, however the CONSULTANT shall maintain time frames spelled out in TRANS 220. CONSULTANT shall maintain an active utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.

The utility coordination process includes the following steps to be completed during the development of a Local Program bridge or highway improvement projects:

(a) CONSULTANT creates and delivers to MC, as DEPARTMENT's representative, a written utility coordination log to be completely filled out with all information; type of project, schedule dates, required lead time and document all verbal and written correspondence with each affected utility company. Refer to Figure 2-12 of the WisDOT Guide to Utility Coordination for a sample log sheet. All interactions with utility company representatives should be recorded because these contacts ultimately lead to the preparation of utility-related special provisions in the PS&E documents. Utilize the Departments Utility Diary Form (DT2411).



- (b) CONSULTANT notifies the municipalities and Digger's Hotline to field locate all utilities within the project limits. The CONSULTANT shall collect field locate markings for utilities and include these as part of the field survey in creating the project base map.
- (c) CONSULTANT transmits (via certified mail, Fed Ex, or UPS Tracker) an initial notice of intent to the main utility and municipality representative. This notice of intent indicates that there is a local program design project initiated by the municipality under WisDOT/FHWA funding and including the following:
  - i Name and address of CONSULTANT.
  - ii Name of Project Manager for CONSULTANT and need for utility to cooperate with CONSULTANT.
  - iii Location map and CDR.
  - iv Base map of project, if available, showing the field location and list of names of all known utilities identified during the initial survey.
  - v Identify potential utility conflicts, if known.
  - vi Request verification that utility is within the project limits or area, and if they know of any others in limits.
  - vii Request verification that the contact name, address, and telephone number are correct. Once verified, these are the contact names, addresses, and telephone numbers that are shown on the plans. Unless otherwise directed by either Utility Company or municipality.
  - viii Request utility complete and return, within 14 calendar days, a Utility Worksheet and distribution maps or plans of their existing utility facilities. Refer to the attached sample Utility Worksheet.
  - ix Invitation to the Operational Planning Meeting (OPM).
- (d) CONSULTANT notifies utilities and municipalities that do not attend the OPM or neglect to return the completed Utility Worksheet and request they return the worksheet or state in writing that they have no facilities within the project limits. The CONSULTANT should request receipt of this information, as a result of this second notification, within 14 calendar days. The CONSULTANT should notify the MC, as DEPARTMENT's representative, if information from the utility or municipality is not returned within that stated time frame. The MC, as DEPARTMENT's representative, will in turn contact the utility or municipality and instruct them to cooperate. The MC, as DEPARTMENT's representative, may also contact the Utility Section if any utilities or municipalities become uncooperative in providing information.
- (e) CONSULTANT transmits approved right of way plat, appropriate roadway and bridge plans ("Approved for Utility Relocation Design"), and utility worksheet (by certified mail, Fed Ex, or UPS Tracker) to all utilities and municipalities within the project limits. Plans must be complete enough to identify conflicts and to allow the utility or municipality to prepare a Work Plan and design a utility relocation plan. CONSULTANT requests the completed Work Plan be returned within a specified number of calendar days from receipt. Depending upon complexity of project, the calendar day required for work plan return may vary. However, CONSULTANT shall maintain time frames spelled out in TRANS 220. This Work Plan identifies relocation and/or adjustment of appropriate facilities to meet the design

criteria. CONSULTANT shall verify whether potential adjustments are compensable or non-compensable. CONSULTANT transmits a copy of all correspondence, written and verbal, to and received from utilities and municipalities to the MC, as DEPARTMENT's representative. Right of Way clearance is extremely critical at this stage of project development to allow for timely utility relocations. Right of Way must be cleared a minimum of four weeks prior to the Central Office PS&E submittal date as per FDM 19-1-1 to allow for timely utility relocation.

- (f) CONSULTANT notifies affected utilities and municipalities that do not respond to Item (e) above. CONSULTANT requests they verify receipt of the plat, plans, worksheet, and request their cooperation. CONSULTANT shall follow-up with utilities and municipalities that are delinquent in returning their Work Plan and supporting information. CONSULTANT also notifies the MC, as DEPARTMENT's representative, of delinquent utilities and municipalities. MC, as DEPARTMENT's representative, in turn, shall notify the utility and municipality of non-compliance.
- (g) CONSULTANT coordinates with utilities and municipalities to prepare the preliminary Utility Status Report (USR) and utility-related special provisions for the project. CONSULTANT forwards documentation of this coordination to the MC, as DEPARTMENT's representative.
- (h) CONSULTANT transmits pre-final (90% complete) USR, utility-related special provisions with all utility coordination correspondence, and construction plans to the MC, as DEPARTMENT's representative, a minimum of ninety (90) days prior to the Central Office (CO) PS&E submittal date.
- (i) CONSULTANT attends and facilitates the 90% Plan Review Meeting to review and clarify plans and special provisions and incorporates suggested MC and SE Region Office revisions into the final PS&E documents. Because of the importance of timely and proper utility coordination, the 90% Plan Review Meeting will not be held unless the right of way is cleared. If right of way is not cleared at this particular time, the MC, as DEPARTMENT's representative, will recommend the project be delayed and re-scheduled for a later PS&E Submittal.
- (j) CONSULTANT reviews the Work Plan prepared by the utility and facilitates one of the following:
  - a. Recommends approval or changes to work plan to the Local Public Agency (LPA) for their approval.
  - b. CONSULTANT receives LPA approved work plans.
  - c. May call Utility Companies in for a coordination clarification meeting.
- (k) CONSULTANT transmits final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 28 days prior to the final PS&E submittal date. This submittal includes the following information:
  - i USR signed and dated by CONSULTANT.
  - ii Utility-related special provisions.

- iii Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
  - iv Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
  - v All copies of agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
  - vi Approved Work Plans by LPA.
  - vii Completed utility log with all information and dates of activities
- (l) CONSULTANT transmits the entire PS&E package, including two (2) copies of the Utility Coordination Log, with the signed USR to the MC, as DEPARTMENT's representative, a minimum of five (5) working days prior to the Central Office PS&E submittal date. CONSULTANT provides the required signed copies of the USR with supporting documentation in accordance with the SE Region PS&E Exhibits Distribution Table.
- (m) MC, DEPARTMENT's representative, transmits one copy of the signed and "as-submitted" PS&E package to CONSULTANT. CONSULTANT reviews the documents and advises MC, as DEPARTMENT's representative, of any subsequent changes and/or modifications.
- (n) POST PS&E UTILITY FOLLOW-UP - Design Consultant shall field review the project and utility-related special provisions 8 weeks prior to LET and report on utility relocation disposition to LPA and MC to verify correctness and whether or not the utilities are relocated. If not correct or adjustments are not completed, the Design Consultant communicates with necessary utility companies and prepares addenda to the special provisions and transmits to MANAGEMENT CONSULTANT for review and coordination with CO Construction Section no later than 2 weeks prior to LET date. Designer to field review utility disposition 2 weeks prior to Precon and report disposition at Precon.
- (o) CONSULTANT shall perform all utility coordination in accordance with the "Local Project Utility Coordination Task List" found in the WisDOT Guide to Utility Coordination, Chapter 17, Fig. 17-19, dated January 17, 2015.

## F. PUBLIC INVOLVEMENT

### (4) Informational Meetings:

- (a) The CONSULTANT shall conduct or assist the MUNICIPALITY in holding one (1) informational meeting to acquaint the public with the concepts and probable impacts of this PROJECT. The meeting will be open house format and no formal presentations will be made.
- (b) The CONSULTANT shall conduct or assist the MUNICIPALITY in holding one (1) meeting with local officials approximately 2 weeks prior to the Public Informational Meeting.

- (c) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting.
  - (d) The CONSULTANT shall prepare a summary report after the public information meeting.
  - (e) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
  - (f) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting and provide notices and press releases for the MUNICIPALITY'S use.
  - (g) The CONSULTANT shall provide the MUNICIPALITY and the MC with copies of all public involvement correspondence and file notes.
  - (h) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative and the MC, as DEPARTMENT'S representative.
- (5) Formal Public Hearing: Not Included.
- (6) Open Forum Public Hearing: Not Included.
- (7) Project Mailings, Newsletters

The CONSULTANT shall prepare a database for project mailings, newsletters, or any contract lists.

The CONSULTANT shall perform two project mailings to local officials and up to 100 adjacent property owners or interested parties associated with the project. The CONSULTANT shall provide a press release to the LPA for the Public Information Meeting. The LPA will coordinate and provide final press release to the news media.

## G. SURVEYS

- (4) The CONSULTANT shall temporary mark existing right-of-way at the intersection of Grandview Boulevard and Northview Road for coordination with affected utilities and property owners.
- (5) The CONSULTANT shall locate the necessary sections corners for the right-of-way plat. It is estimated that 3 section corners need to be located and established and tied to state plane coordinates. The CONSULTANT should not apply for reimbursement from the applicable county for these costs.
- (6) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way

monumentation information shall be in accordance with the standards outlined in the MANUAL.

- (7) 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.
- (8) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the MANUAL on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.
- (9) The CONSULTANT shall provide topographic survey for areas along the project route to be used to develop intersection design improvements. Topographic survey limits shall include: to 10' beyond the roadway right-of-way extending 1000 feet south, 500 feet along the north, and east and to 300' west of the Northview Road intersection.
- (10) The CONSULTANT shall provide a utility survey for the Northview Road intersection improvements. The survey will include all utilities within the topographic survey limits.
- (11) The consultant will investigate the condition of the storm sewer structures within the turn lane improvements at the Northview Road intersection.
- (12) The CONSULTANT shall investigation of the condition of the existing curb ramps at Sunkist Avenue. Full survey and design for the replacement of the curb ramps will be considered "Extra Work".

#### H. SOILS AND SUBSURFACE INVESTIGATIONS

- (4) The CONSULTANT shall perform one boring within the proposed section of the median planned to be turned into new pavement area. The borings shall be conducted to a depth of 5 feet.

Boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures".

- (5) The CONSULTANT shall perform one boring near one of the proposed monotube bases. The boring shall be conducted to a depth of 20 feet.
- (6) The CONSULTANT shall prepare a memorandum summarizing the findings of the monotube base boring and recommendations regarding the suitability of the planned monotube bases at the intersection.

## I. ROAD PLANS

(2) Section II.I.(2) in the Standard Provision of the CONTRACT is replaced in its entirety to include the following plans:

- (a) Title Sheet
- (b) Typical Cross Sections and General Notes
- (c) Plan Details including roadway elements, geometric layouts, and salvage/disposal of highway materials.
- (d) Curb ramp detail sheets
- (e) List of Standard Detail Drawings
- (f) Miscellaneous Quantities
- (g) Computer Earthwork Data
- (h) Cross Sections
- (i) Traffic Control Plan
- (j) Erosion Control Plan
- (k) Storm Sewer Plan
- (l) Marking and Signing Plan
- (m) Traffic Signal Plans
  - a. Traffic Signal Plan
  - b. Traffic Signal Phasing
  - c. Cable Routing
- (n) Interconnect Plans
- (o) Lighting Plan
- (p) Project Overview - Single Sheet Schematic Drawing
- (q) IF AUTHORIZED Lighting plans covering the relocation of lighting control cabinet as required for the construction of a southbound right turn lane at the Northview Road intersection.

(3) Section II.I.(3) in the Standard Provision of the CONTRACT is replaced in its entirety to include the following plans:

The CONSULTANT shall develop plans for intersection improvements and the replacement of the signal at the intersection of Grandview Boulevard and Northview Road. The intersection improvements include:

- Restriping of the intersection and approaches to provide planned turn lane improvements.
- Replacement of the existing curb ramps at the intersection.
- Median modifications for the extension of the southbound left turn lane on Grandview Boulevard.
- Plans for the spot concrete pavement repair and replacement at the intersection.
- Construction of a new traffic signal at the current two way stopped controlled intersection. The traffic signal will include monotube poles.
- Improvements will be limited to 1000' south, 500' north and east and 250' west of the intersection on Northview Road.
- Modifications to the existing Grandview Boulevard and Northview Road lighting system.

The project is anticipated to be exempt from Trans 75 requirements. Any design or alternatives analysis on the project for the elimination of bicycle accommodations on Grandview Boulevard will be considered "Extra Work".

No stormwater detention or water quality improvements are expected to be required for this intersection. Design related to these features is not included in the project scope and will be considered "Extra Work".

- (10) The CONSULTANT shall submit 30%, 60%, and 90% Plans according to SE Region Local Program guidelines and as directed by the MC.
- (11) The CONSULTANT shall show utilities on all appropriate plan sheets that will provide information that identify utility conflicts. A two (2) dimensional representation of utilities shall be shown on cross sections.
- (12) The CONSULTANT shall summarize Estimated Quantities in units as bid of ASPHALT, CONCRETE, EXCAVATION, BASE COURSE, BRIDGE DECK, MILLING, DIAMOND GRINDING, TRAFFIC STRIPING and RUBBELIZING, of all PROJECTS at CONTRACT Scoping, 30% Plan Stage, 60% Plan Stage, DSR approval, 90% Plan Stage, and PS&E Stage for submittal to the SE REGION and to Central Office.

#### J. MEETINGS

- (3) The CONSULTANT shall attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (4) A 90% Plan Review Meeting with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held approximately 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT's representative. Information and displays presented at this meeting will be prepared by the CONSULTANT according to the SE Region Local Program 90% Meeting Guidelines and as directed by the MC, as DEPARTMENT's representative. T
- (5) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (6) Two (2) meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff and the MC, as DEPARTMENT's representative.
- (7) The CONSULTANT shall conduct one (1) coordination meetings with utilities having facilities on the PROJECT.
- (8) The CONSULTANT shall assist the MUNICIPALITY with one (1) meeting with property owners on the project where right-of-way acquisition may occur or for the elimination of on street parking at the intersection.

K. PS&E

- (4) Draft PS&E is to be submitted 90 days prior to the PS&E date. Four (4) hard copy packages are to be submitted as well as making available e-files by FTP site or through e-mail.
- (5) 100% Plan is to be submitted 28 days prior to PS&E date. Four (4) hard copy packages are to be submitted as well as making available e-files by FTP site or through e-mail.
- (6) E-submit happens prior to noon on PS&E date. Four (4) hard copy packages are to be submitted as well as making available e-files by FTP site or through e-mail.

L. LOCATING (NOT USED)

M. STRUCTURE PLANS (NOT USED)

N. PLATS

- (1) The CONSULTANT shall obtain WisDOT approved title searches for seven parcels on the project.
- (2) The CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL for 5 Parcels at the Northview Drive intersection. IF AUTHORIZED the CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL for 2 additional Parcels for the addition of a northbound right-turn lane at the Northview Drive intersection.
- (3) The CONSULTANT, preparing a Right-of-Way Plat, shall provide the following information for those parcels to be acquired on the Plat: copy of the last deed of record and copies of any referenced documents delineated in the last deed, all documented easements of record, appropriate quarter section maps and tax roll listings and if applicable subdivision plats or certified survey maps. The CONSULTANT is responsible for title commitments, to update name changes, utility easements and other documents of record and to update the Right-of-Way Plat.
- (4) A right of way description shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. 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 all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The CONSULTANT shall submit the legal descriptions on a hard copy and on a CD/DVD or an electronic e-mail file to the SE REGION.



- (5) The CONSULTANT shall prepare the descriptions in line item format using IBM compatible MS Word software and provide a copy of this diskette to the MC, as DEPARTMENT's representative, and MUNICIPALITY.
- (6) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (7) The CONSULTANT shall monument the new and existing right of way boundaries in accordance with the procedures outlined in the MANUAL.
- (8) The CONSULTANT shall prepare an Acquisition Stage Relocation Plan in accordance with the procedures as set forth in the MANUAL.
- (9) The CONSULTANT shall provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. Point numbers should correspond to data as submitted in Section G SURVEYS (5). A CD/DVD or electronic e-mail file with point numbers in SDMS format, in ground coordinates, is to be provided to the MC, as DEPARTMENT's representative.
- (10) The Right-of-Way Plat shall be submitted to the MC, as DEPARTMENT's representative, for the initial relocation order and for revisions when requested by the SE REGION. A table shall be assigned to every Right-of-Way Plat sheet stating the historical basis for dimensioning the existing highway right-of-way, to also include intersecting side roads. The coordinate basis for the plat shall be on the title sheet and each detail sheet.
- (11) The CONSULTANT will be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the R/W plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.
- (12) The CONSULTANT shall submit the Right-of-Way Plat electronically in a MicroStation (DGN) format to be reproduced by the SE REGION CADD Unit for each relocation order or when requested by the SE REGION.
- (13) For CONSULTANT design contracts having real estate acquisition: The CONSULTANT shall supply the SE Region, the Municipality and the MC with full size sets of plan/profile and cross sections, including r/w plat if developed as part of this contract, for the MUNICIPALITY's use in real estate acquisition at the time required in the project schedule. Revised full size sheets shall be supplied to the MC, as DEPARTMENT's representative, as such revisions are made throughout the acquisition process.

O. Highway System Changes (NOT USED)

P. TRAFFIC

- (1) The CONSULTANT shall obtain peak hour intersection counts at the following intersections with Grandview Boulevard:
  - i. Sunkist Avenue

Peak hours will be defined as 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM.

- (2) The CONSULTANT shall obtain 48 hour directional traffic data for Grandview Boulevard south of Northview Road.
- (3) The CONSULTANT shall obtain traffic count information from the LPA and forward completed traffic forecast request form (DT1601) to the MC for traffic projections, performed by the Department, for the year(s) 2017, 2027 & 2037.
- (4) The CONSULTANT shall update the crash analysis at the Northview Road intersection for the most recent 5 years of data.
- (5) The CONSULTANT shall prepare a traffic analysis and summary report for the planned Grandview Boulevard and Northview Road intersection improvements.
- (6) The CONSULTANT shall develop recommended timings for the proposed Northview Road Intersection. The proposed signal timings will be coordinated with the adjacent interconnected signals.

**Q. SERVICES PROVIDED BY THE MUNICIPALITY AND THE MC:**

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

1. Record plans of the existing roadway improvements if available
2. Crash Data, analysis and summary for 2008 through 2012, 5 years.
3. Traffic counts at the intersection of Grandview Boulevard and Northview Road.
4. Existing signal plans and timings at Grandview Boulevard.
5. List of local officials and other interested parties to be invited to the Public Informational Meeting.
6. Roundabout evaluation as part of HSIP application.
7. SEWRPC wetland delineation request.
8. Right-of-way acquisition, utility release of rights documents and compensable utility negotiations required for the project.
9. Relocation orders and relocation order updates.

The MC, as DEPARTMENT's representative, will provide to the CONSULTANT the following for the PROJECT:

1. 30%, 60%, and 90% SE Region Local Program Guidelines.
2. Excel spreadsheet for schedule tracking progress
3. Roadbuilder Quantity forms
4. Traffic Forecast
5. WisDOT Guide to Utility Coordination Chapter 17, Fig. 17-19, dated January 17, 2015.

R. PROSECUTION AND PROGRESS

1. The CONSULTANT or MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the MC, as DEPARTMENT's representative, at the time of billing or prior to the fifteenth of the month, whichever is earlier. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks, as directed by the MC, as DEPARTMENT's representative, on any project report required for delivery to the MC, as DEPARTMENT's representative. The report shall be delivered in electronic format as directed by the MC, as DEPARTMENT's representative.

The PROJECT will be administered for the DEPARTMENT by DAAR ENGINEERING, INC. the SE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

DAAR Engineering, Inc.  
Attn: Ann Bannantine, Administrative Assistant  
[ann.bannantine@daarengineering.com](mailto:ann.bannantine@daarengineering.com)  
325 E. Chicago Street  
Milwaukee, WI 53202  
(414) 225-9817  
(414) 935-4362 direct  
FAX (414) 225-9826

2. Payment of invoices will be based on the following Guideline:

<b><u>Milestone</u></b>	<b><u>% of Contract Payout</u></b>
Project Scoping Meeting	~5% to ~10%
30% Plan/Review Meeting	~30%
Environmental Document Approval	~30% to ~40%
60% Plan/Review Meeting	~40 % to ~50%
Design Study Report Approval	~60%
PS&E Submittal	~90% to ~97%
Design Project Completion	100%

3. The CONSULTANT proposes to sublet services to:

Basic design services to include soil borings and geotechnical report to:

Professional Service Industries, Inc. (PSI)  
W237 N2878 Woodgate Road - Suite 2  
Pewaukee, WI 53072  
262-347-0898 x-108 (office)  
262-442-4279 (cell)  
262-347-2256 (fax)  
Paul J. Koszarek, P.E.  
[paul.koszarek@psiusa.com](mailto:paul.koszarek@psiusa.com)

4. The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, based upon CONSULTANT having received the Notice to Proceed by June 1, 2015.

	(MONTH/YEAR)
OPM	June 15, 2015
Traffic Study Report	July 15, 2015
30% Road Plan Submittal	August 15, 2015
Soils Report Approved	September 1, 2015
Pubic Information Meeting	September 15, 2015
Environmental Document Submittal	October 15, 2015
60% Road Plan Submittal	November 1, 2015
Design Study Report Submittal	November 1, 2015
Slope Intercepts & Preliminary Plat	November 1, 2015
Pubic Information Meeting #2	December 1, 2015
Environmental Document	December 15, 2015
Design Study Report Approved	January 15, 2016
Right-Of-Way Plat	February 1, 2016
Right-Of-Way Descriptions	February 1, 2016
Acquisition Stage Relocation Plan	February 15, 2016
Approved Relocation Order	March 1, 2016
90% Road Plan Submittal	May 1, 2016
90% Review Meeting	June 1, 2016
28 day clear date	July 3, 2016
Final e-submit P.S. & E.	August 1, 2016
Let	December 13, 2016

5. The CONSULTANT shall communicate all substantial (25% or \$100,000, whichever is less) changes of validated estimates to the MC, as DEPARTMENT's representative, for concurrence.

## **BASIS OF PAYMENT**

1. The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:
- a. For design services including administration and coordination; survey; utility coordination; design reports; public involvement; traffic analysis;

traffic signals, and roadway design performed by CONSULTANT \$89,218.79 based on a Lump Sum not to exceed.

- b. For soil borings and preparation of text geotechnical memorandum subcontracted to Professional Services Industries, Inc. (PSI), the CONSULTANT'S actual cost paid to PSI based on PSI's actual cost up to \$2,985.89 plus fixed fee of \$107.52 not to exceed \$3,093.41 in total.

Total compensation for Basic Scope of Services summarized above shall not exceed \$92,312.20.

2. Contingent upon written authorization by the DEPARTMENT, compensation for "if authorized by written notice to proceed" services shall be:
  - a. For design services including: additional right-of-way plats and legal descriptions; design reports; environmental documentation; and lighting design by CONSULTANT \$7,238.09 based on a lump sum not to exceed.
  - b. Total compensation for "If Authorized" Scope of Services summarized above shall not exceed \$7,238.09.
3. For all services on this contract, total compensation shall not exceed \$99,550.29 unless approved by a written CONTRACT amendment.

#### **ACCESS TO RECORDS**

The CONSULTANTS record of the Services provided under this CONTRACT will be available for inspection and copying at: GRAEF, 125 S. 84<sup>th</sup> Street, Suite 401, Milwaukee, WI 53214. The contact person will be Steve Schowalter, P.E. (414) 266-9246.

## CONSULTANT DIRECT LABOR RATES

Name or Employee Number	CLASSIFICATION	CURRENT RATE (AS OF FEB 1, 2015)	DATE OF NEXT SALARY ADJUSTMENT	PAY INCREASE PERCENT ON APRIL 1, 2015	PAY RATE AFTER APRIL 1, 2015	DATE OF NEXT SALARY ADJUSTMENT	PAY INCREASE PERCENT ON APR 1, 2016	PAY RATE AFTER MAR 1, 2016	PERCENT WORK AT 2014 (CURRENT) RATE	PERCENT WORK AT 2015 RATE	PERCENT WORK AT 2016 RATE	WEIGHTED AVERAGE HOURLY RATE FOR THE LENGTH OF THE PROJECT
1436	Project Manager	\$40.14	May 1, 2015	1.7	\$40.82	April 1, 2016	1.7	\$41.51	0%	70%	30%	\$41.03
Average	Senior Project Engineer	\$40.54	May 1, 2015	1.7	\$41.23	April 1, 2016	1.7	\$41.93	0%	70%	30%	\$41.44
Average	Project Engineer	\$33.65	May 1, 2015	1.7	\$34.22	April 1, 2016	1.7	\$34.80	0%	70%	30%	\$34.39
Average	Design Engineer	\$25.70	May 1, 2015	1.7	\$26.13	April 1, 2016	1.7	\$26.57	0%	70%	30%	\$26.26
Average	Surveyor	\$29.75	May 1, 2015	1.7	\$30.26	April 1, 2016	1.7	\$30.77	0%	70%	30%	\$30.41
Average	Technician	\$19.00	May 1, 2015	1.7	\$19.32	April 1, 2016	1.7	\$19.65	0%	70%	30%	\$19.42
1459	Clerical	\$20.25	May 1, 2015	1.7	\$20.59	April 1, 2016	1.7	\$20.94	0%	70%	30%	\$20.70

**CONTRACT COMPLETION DATE:      May 31, 2017**

Project ID: 2718-03-01  
 Grandview Boulevard  
 Northview Road to Summit Ave  
 Waukesha County



# Employee Classification Weighted Average Direct Labor Rates

Classification: Senior Project Engineer			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Michael J Ratzburg	\$ 39.57	90	\$ 35.61
Brian Schneider	\$ 49.28	10	\$ 4.93
		100	\$ 40.53

Classification: Project Engineer			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Andre Ost	\$ 33.10	90	\$ 29.79
Douglas Rogahn	\$ 38.61	10	\$ 3.86
		100	\$ 33.66

Classification: Design Engineer			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Julie Olson	\$ 25.55	50	\$ 12.78
Andrew Genz	\$ 25.84	50	\$ 12.92
		100	\$ 25.70

Classification: Surveyor			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Benjamin P Brandt	\$ 30.50	50	\$ 15.25
Daniel J Koslo	\$ 29.00	50	\$ 14.50
		100	\$ 29.75

Classification: Technician			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Garrick Palay	\$ 16.00	80	\$ 12.80
Rickey Holley	\$ 31.00	20	\$ 6.20
		100	\$ 19.00

**Project ID: 2718-03-01**  
**Grandview Boulevard**  
**Northview Road to Summit Ave**  
**Waukesha County**

**DIRECT EXPENSES BY ITEM**

ITEM	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
Employee Vehicle Mileage	Miles	510	\$0.58	\$293.25
Company Vehicle Mileage	Miles	540	\$0.75	\$405.00
Data Research/Services/Materials (Environmental Data Resources)	Each	1	\$250.00	\$250.00
Title Searches	Each	7	\$350.00	\$2,450.00
Traffic Counting Equipment	Each	1	\$1,000.00	\$1,000.00

**TOTAL: \$4,648.25**

**Project ID: 2718-03-01**  
**Grandview Boulevard**  
**Northview Road to Summit Ave**  
**Waukesha County**

**Exhibit 1C**





**DESIGN ENGINEERING**  
**SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS**

Classification:	Project Manager		Senior Project Engineer		Project Engineer		Design Engineer		Surveyor		Technician		Clerical		Total Direct Labor			
	\$41.03		\$41.44		\$34.39		\$26.26		\$30.41		\$19.42		\$20.70					
Avg. Hourly Wage:	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
	Survey-General	729	1	\$41.03	15	\$621.60				46	\$1,398.86	12	\$233.04			74	\$2,294.53	
	Design-R/W Plats-Recording	737	3	\$123.09	47	\$1,947.68						11	\$213.62			61	\$2,284.39	
	Project Dev-Admin/Coordination	740	20	\$820.60								21	\$407.82			41	\$1,228.42	
	Prelim Design-General	741	8	\$328.24	6	\$248.64	25	\$859.75	39	\$1,024.14						78	\$2,460.77	
	Traffic	741A	5	\$205.15			36	\$1,238.04	13	\$341.38			5	\$97.10		59	\$1,881.67	
	Finalize Design Elements	742	9	\$369.27	9	\$372.96	24	\$825.36	53	\$1,391.78						95	\$2,959.37	
	Public Inf. Meetings & Hearing	743	9	\$369.27			14	\$481.46	7	\$183.82			6	\$116.52	12	\$248.40	48	\$1,399.47
	Proj Dec-Utilities/RR/Agency	746	3	\$123.09			17	\$584.63	20	\$525.20					4	\$82.80	44	\$1,315.72
	Project Develop-Meetings	747	18	\$738.54			19	\$653.41					7	\$135.94		44	\$1,527.89	
	Design-Reports	748	6	\$246.18	8	\$331.52	17	\$584.63	26	\$682.76			3	\$58.26		60	\$1,903.35	
	Envir Imp-Contaminated Sites	765	1	\$41.03	4	\$165.76	22	\$756.58					2	\$38.84		29	\$1,002.21	
	Envir Imp-Environment Documents	767	3	\$123.09	2	\$82.88	13	\$447.07								18	\$653.04	
	Design-Cadds-Drafting	770										75	\$1,456.50			75	\$1,456.50	
	Signals and Lighting	785	4	\$164.12	8	\$331.52	85	\$2,923.15					36	\$699.12		133	\$4,117.91	
	Compute Quantities & Details	786	4	\$164.12			9	\$309.51	22	\$577.72						35	\$1,051.35	
	Plans, SPs and PS&E Docs	794	7	\$287.21			15	\$515.85	26	\$682.76			2	\$38.84		50	\$1,524.66	
	<b>TOTALS</b>		<b>101</b>	<b>\$4,144.03</b>	<b>99</b>	<b>\$4,102.56</b>	<b>296</b>	<b>\$10,179.44</b>	<b>206</b>	<b>\$5,409.56</b>	<b>46</b>	<b>\$1,398.86</b>	<b>180</b>	<b>\$3,495.60</b>	<b>16</b>	<b>\$331.20</b>	<b>944</b>	<b>\$29,061.25</b>

Project ID: 2718-03-01  
 Grandview Boulevard  
 Northview Road to Summit Ave  
 Waukesha County



## DESIGN ENGINEERING

### FEE COMPUTATION SUMMARY BY ENGINEERING TASK

TASK	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee / Profit	Direct Expenses	Total
Survey-General	729	\$2,294.53	\$3,945.90	\$436.83	\$2,855.00	\$9,532.26
Design-R/W Plats-Recording	737	\$2,284.39	\$3,928.47	\$434.90		\$6,647.76
Project Dev-Admin/Coordination	740	\$1,228.42	\$2,112.51	\$233.87		\$3,574.80
Prelim Design-General	741	\$2,460.77	\$4,231.79	\$468.48		\$7,161.04
Traffic	741A	\$1,881.67	\$3,235.91	\$358.23	\$1,000.00	\$6,475.81
Finalize Design Elements	742	\$2,959.37	\$5,089.23	\$563.40		\$8,612.00
Public Inf. Meetings & Hearing	743	\$1,399.47	\$2,406.67	\$266.43		\$4,072.57
Proj Dec-Utilities/RR/Agency	746	\$1,315.72	\$2,262.64	\$250.49		\$3,828.85
Project Develop-Meetings	747	\$1,527.89	\$2,627.51	\$290.88	\$543.25	\$4,989.53
Design-Reports	748	\$1,903.35	\$3,273.19	\$362.36		\$5,538.90
Envir Imp-Contaminated Sites	765	\$1,002.21	\$1,723.50	\$190.80	\$250.00	\$3,166.51
Envir Imp-Environment Documents	767	\$653.04	\$1,123.03	\$124.32		\$1,900.39
Design-Cadds-Drafting	770	\$1,456.50	\$2,504.74	\$277.29		\$4,238.53
Signals and Lighting	785	\$4,117.91	\$7,081.57	\$783.96		\$11,983.44
Compute Quantities & Details	786	\$1,051.35	\$1,808.01	\$200.16		\$3,059.52
Plans, SPs and PS&E Docs	794	\$1,524.66	\$2,621.96	\$290.26		\$4,436.88
<b>TOTALS</b>		<b>\$29,061.25</b>	<b>\$49,976.63</b>	<b>\$5,532.66</b>	<b>\$4,648.25</b>	<b>\$89,218.79</b>

Home Office Overhead Rate of :      1.7197  
 7.0

Project ID: 2718-03-01  
 Grandview Boulevard  
 Northview Road to Summit Ave  
 Waukesha County



## CONSULTANT DIRECT LABOR RATES - IF AUTHORIZED

Name or Employee Number	CLASSIFICATION	CURRENT RATE (AS OF FEB 1, 2015)	DATE OF NEXT SALARY ADJUSTMENT	PAY INCREASE PERCENT ON APRIL 1, 2015	PAY RATE AFTER APRIL 1, 2015	DATE OF NEXT SALARY ADJUSTMENT	PAY INCREASE PERCENT ON APR 1, 2016	PAY RATE AFTER MAR 1, 2016	PERCENT WORK AT 2014 (CURRENT) RATE	PERCENT WORK AT 2015 RATE	PERCENT WORK AT 2016 RATE	WEIGHTED AVERAGE HOURLY RATE FOR THE LENGTH OF THE PROJECT
1436	Project Manager	\$40.14	April 1, 2015	1.7	\$40.82	April 1, 2016	1.7	\$41.51	0%	70%	30%	\$41.03
957	Senior Project Engineer	\$39.57	April 1, 2015	1.7	\$40.24	April 1, 2016	1.7	\$40.92	0%	70%	30%	\$40.44
1494	Project Engineer	\$33.10	April 1, 2015	1.7	\$33.66	April 1, 2016	1.7	\$34.23	0%	70%	30%	\$33.83
Average	Design Engineer	\$25.70	April 1, 2015	1.7	\$26.13	April 1, 2016	1.7	\$26.57	0%	70%	30%	\$26.26
Average	Surveyor	\$29.75	April 1, 2015	1.7	\$30.26	April 1, 2016	1.7	\$30.77	0%	70%	30%	\$30.41
Average	Technician	\$19.00	April 1, 2015	1.7	\$19.32	April 1, 2016	1.7	\$19.65	0%	70%	30%	\$19.42

**CONTRACT COMPLETION DATE:      May 31, 2017**

Project ID: 2718-03-01  
Grandview Boulevard  
Northview Road to Summit Ave  
Waukesha County



# Employee Classification Weighted Average Direct Labor Rates "If Authorized"

Classification: Design Engineer			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Julie Olson	\$ 25.55	50	\$ 12.78
Andrew Genz	\$ 25.84	50	\$ 12.92
		100	\$ 25.70

Classification: Surveyor			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Benjamin P Brandt	\$ 30.50	50	\$ 15.25
Daniel J Koslo	\$ 29.00	50	\$ 14.50
		100	\$ 29.75

Classification: Technician			
Name or Employee Number	Current Rate (a)	Percent Contribution (b)	(a x b)
Garrick Palay	\$ 16.00	80	\$ 12.80
Rickey Holley	\$ 31.00	20	\$ 6.20
		100	\$ 19.00

**Project ID: 2718-03-01**  
**Grandview Boulevard**  
**Northview Road to Summit Ave**  
**Waukesha County**

## DESIGN ENGINEERING - IF AUTHORIZED

### SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Classification:		Project Manager		Senior Project Engineer		Project Engineer		Design Engineer		Surveyor		Technician		Total Direct Labor	
Avg. Hourly Wage:		\$41.03		\$40.44		\$33.83		\$26.26		\$30.41		\$19.42			
TASK	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Design-R/W Plats-Recording	737	1	\$41.03	19	\$768.36					9	\$273.69			29	\$1,083.08
Design-Reports	748	2	\$82.06			4	\$135.32	4	\$105.04					10	\$322.42
Envir Imp-Environment Documents	767	4	\$164.12			10	\$338.30							14	\$502.42
Signals and Lighting	785	2	\$82.06	5	\$202.20	7	\$236.81					3	\$58.26	17	\$579.33
<b>TOTALS</b>		9	\$369.27	24	\$970.56	21	\$710.43	4	\$105.04	9	\$273.69	3	\$58.26	70	\$2,487.25

Project ID: 2718-03-01  
 Grandview Boulevard  
 Northview Road to Summit Ave  
 Waukesha County



**DESIGN ENGINEERING - IF AUTHORIZED  
FEE COMPUTATION SUMMARY BY ENGINEERING TASK**

TASK	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee / Profit	Direct Expenses	Total
Design-R/W Plats-Recording	737	\$1,083.08	\$1,862.57	\$206.20		\$3,151.85
Design-Reports	748	\$322.42	\$554.47	\$61.38		\$938.27
Envir Imp-Environment Documents	767	\$502.42	\$864.01	\$95.65		\$1,462.08
Signals and Lighting	785	\$579.33	\$996.27	\$110.29		\$1,685.89
<b>TOTALS</b>		<b>\$2,487.25</b>	<b>\$4,277.32</b>	<b>\$473.52</b>		<b>\$7,238.09</b>

Home Office Overhead Rate of : 1.7197  
7.0

Project ID: 2718-03-01  
Grandview Boulevard  
Northview Road to Summit Ave  
Waukesha County



## CONSULTANT CONTRACT TOTAL FEE COMPUTATION

	Project I.D. 2718-03-01 ORIGINAL CONTRACT	Project I.D. 2718-03-01 IF AUTHORIZED	Project I.D.	Project I.D.	TOTAL CONTRACT
<b>Number of Staff Hours</b>	<b>944</b>	<b>70</b>			<b>1014</b>
Total Direct Labor	\$ 29,061.25	\$ 2,487.25			\$ 31,548.50
Total Overhead Costs	\$ 49,976.63	\$ 4,277.32			\$ 54,253.95
Fixed Fee / Profit	\$ 5,532.66	\$ 473.52			\$ 6,006.18
Non-Labor Direct Charges	\$ 4,648.25				\$ 4,648.25
<b>Contract Sub-Total</b>	<b>\$ 89,218.79</b>	<b>\$ 7,238.09</b>			<b>\$ 96,456.88</b>
PSI, Inc	\$ 3,093.41				\$ 3,093.41
<b>Subcontract Total</b>	<b>\$ 3,093.41</b>				<b>\$ 3,093.41</b>
<b>CONTRACT TOTAL COST</b>	<b>\$ 92,312.20</b>	<b>\$ 7,238.09</b>			<b>\$ 99,550.29</b>

**Project ID: 2718-03-01**  
**Grandview Boulevard**  
**Northview Road to Summit Ave**  
**Waukesha County**



February 12, 2015

Graef-USA  
125 S. 84th Street, Suite 401  
Milwaukee, WI 53214-1470

Attn: Steve Schowalter, P.E.  
Associate

Re: Geotechnical Exploration Proposal  
Project ID 2718-03-01  
N Grandview Boulevard  
Intersection of Northview Road  
Waukesha County, Wisconsin  
PSI Proposal No.: 144155R1

Dear Mr. Schowalter:

Thank you for giving Professional Service Industries, Inc. (PSI) this opportunity to propose our services to Graef-USA. PSI is submitting this proposal to conduct geotechnical exploration services for the Proposed Intersection Improvement of N Grandview Boulevard at Northview Road in Waukesha County, Wisconsin. Presented below is a review of furnished project information, along with PSI's proposed scope of services and general conditions.

### **PROJECT DESCRIPTION**

PSI understands that project area includes the improvement of the intersection of N Grandview Boulevard at Northview Road in Waukesha County. At this time, PSI understands that the intersections will be reconstructed which will also include new signalization supported by a monotube. Significant grade changes are not anticipated.

Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

### **GEOTECHNICAL SCOPE OF SERVICES**

Based upon the information that was provided and PSI's current understanding of the project, we have outlined below a scope of services to provide a geotechnical study for the primary purpose of developing geotechnical design criteria for the proposed monotube and roadway construction project.

As requested, PSI proposes to drill a total of 2 borings within the proposed project area. One of the borings will be completed for the proposed monotube foundation to a depth of 20 feet below existing ground surface. The remaining boring will be completed in the pavement area within the intersection to a depth of 5 feet. Each of the borings will be



completed to the planned depth or auger refusal, whichever is shallower. PSI will field locate the borings according to a plan provided by Graef-USA.

Traffic control will consist of cones, signs and arrow boards warning of the road work in advance. The traffic control will be in place in the general vicinity of the drill rig and crew and then moved when complete to the next boring location. Additionally, PSI has based its proposal on our drill crew having authorization to keep traffic control in place between the times of 7 am and 5 pm during weekdays. If more stringent time controls are required, additional charges may apply.

PSI will secure a permit from the City of Waukesha to perform this work which will also include submitting our plans for traffic control. An estimated cost for the permit is included in our direct costs for this project.

Conventional hollow stem augers will be utilized to advance the boreholes. Representative soil samples will be obtained at 2.5-foot increments to the depth of the boring. If deeper drilling is required due to poor soil conditions, sampling intervals will remain at 2.5-foot increments to a depth of 15 feet and below that depth every 5 feet employing split-barrel sampling procedures in general accordance with ASTM D-1586. The borings will be abandoned according to State Code upon completion and surface patched with asphalt. However, once backfilled and surface patched, it is possible that the backfill within the borehole will settle when surface water or groundwater enters the hole, thus causing the surface patch to fail. However, PSI cannot be responsible for monitoring the condition of said boreholes; therefore, the condition of the boreholes should be monitored by the local municipality. If this does occur, please notify PSI and we will return to the site to repatch the boreholes.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for 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 and relative strength characteristics.

Project services do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials. Additionally, PSI's services do not include securing permits, cost estimating, public meetings or preparing construction drawings. If you require such services, PSI can provide such under a separate proposal and authorization.

## **GEOTECHNICAL REPORT**

Upon conclusion of PSI's field and laboratory work, the data will be analyzed by one of PSI's experienced geotechnical engineers and a report will be prepared. The report will include the following:

- A discussion of subsurface conditions encountered including pertinent soil properties;
- A table showing the thicknesses of the existing pavement and base course at each boring and underlying subgrade soil type;
- Geotechnical recommendations relating to the proposed monotube construction;
- Site preparation information including placement and compaction of engineered fill, control of groundwater, and improvement of unstable soil;
- Comments and recommendations relating to other observed geotechnical conditions which could impact the project;

One electronic copy of the report will be provided. If additional copies of the report are required, please let us know.

### **GEOTECHNICAL SCHEDULE**

PSI is prepared to initiate work on this project immediately after receiving authorization to proceed. Based on favorable weather conditions and anticipated 1 working day for field work, PSI proposes to deliver the report in three weeks after fieldwork is completed. Preliminary verbal data can be released to appropriate parties upon completion of the field exploration.

### **GEOTECHNICAL SPECIAL INSTRUCTIONS**

Graef-USA's communication of any available site development plans or previous geotechnical investigations to PSI is needed. Prior to the geotechnical exploration, PSI will require a proposed grading plan so that we can verify that our proposed boring depths are adequate for the project. Upon project start-up, PSI will contact you or your designated representative regarding this information and project scheduling.

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 if any will be left in the shoulder or ditch areas adjacent to the boring and coring locations.

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 laterals located within the work zone. If the local municipality will not provide lateral 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 your approval.

## **FEES**

It is proposed that the fee for performance of the outlined scope of services be charged on a cost plus fixed fee basis. **Based on the scope of services outlined above, the actual costs to the CONSULTANT are up to \$2,985.89, plus a fixed fee of \$107.52 (using a profit of 7%), add up to a maximum combined amount of \$3,093.41.**

PSI is available to review the earthwork-related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Additionally, PSI would be available to attend meetings regarding our geotechnical report. Such follow-up services are beyond the scope of this proposal, and would be invoiced on a unit rate basis. PSI will obtain your specific authorization prior to providing any additional services.

## **AUTHORIZATION**

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to PSI's office. PSI will proceed with the work upon receipt of authorization.

PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, 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

Attachments:      Proposal Acceptance  
                          General Conditions  
                          Fee Forms

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____ <b>DAY OF</b> _____ , 2015.
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER. BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES, THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

## Contract Direct Labor Detail

**Project ID:** 2718-03-01

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
Tim Ebert	Driller	\$22.15		\$22.15	na	100.00%		\$22.15
Ted Cera	Project Engineer	\$35.06		\$35.06	na	100.00%		\$35.06
Molly Porter	Administrative Assistant	\$13.13		\$13.13	na	100.00%		\$13.13
Ken Wojtanowski	Staff Engineer	\$25.92		\$25.92	na	100.00%		\$25.92
Average of Selected Individuals	Flagger/Drill Helper	\$15.43		\$15.43	na	100.00%		\$15.43

**Contract Completion Date:** 5/31/2017

## Weighted Average Direct Labor Rates

**Project ID:** 2718-03-01

**Classification:** Flagger/Drill Helper

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)	hours
Claude Rollefson	\$14.45	70.59%	\$10.20	6
Ed Weiberg	\$26.00	11.76%	\$3.06	1
Cindy Kitson	\$17.16	17.65%	\$3.03	1.5
<b>TOTAL</b>		100.00%	\$16.29	8.5

## Summary by Engineering Task

**Project ID:** 2718-03-01

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Data Gathering & Borings, Soil Engineering	644	\$480.56	\$850.16	\$93.15	\$1,449.95	\$2,873.82
Administration	740	\$74.11	\$131.11	\$14.37		\$219.59
<b>TOTAL:</b>		\$554.67	\$981.27	\$107.52	\$1,449.95	\$3,093.41

Company Wide Overhead Rate; 1.7691 Percent Fixed Fee: 7



## Summary of Staff Hours and Direct Labor Costs

**Project ID:** 2718-03-01

Classification		Driller		Project Engineer		Staff Engineer		Administrative Assistant		Flagger/Driller Helper			
Avg. Hourly Wage		\$22.15		\$35.06		\$25.92		\$13.13		\$15.43		<b>Total Direct Labor</b>	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Data Gathering & Borings, Soil Engineering	644	6	\$132.90	1	\$35.06	7	\$181.44			8.5	\$131.16	22.5	\$480.56
Administration	740			1	\$35.06	1	\$25.92	1	\$13.13			3	\$74.11
<b>TOTAL:</b>		6	\$132.90	2	\$70.12	8	\$207.36	1	\$13.13	8.5	\$131.16	25.5	\$554.67

## Direct Expenses

**Project ID:** 2718-03-01

Item (Title)	Unit Amount	Unit Type	Rate	Total Expenses
Asphalt Patch (field supplies/small reimburseables)	1	bag	\$10.08	\$10.08
Drill Rig-Company Machine (ATV Geotech Drill Rig)	1	day	\$758.00	\$758.00
Arrow Board Rental (Traffic Control and Protection)	1	day	\$60.00	\$60.00
Cones (Traffic Control and Protection)	1	project	\$43.03	\$43.03
Waukesha Permit (Fees/Permits/Licenses Titles)	1	cost	\$500.00	\$500.00
Drill Rig Mileage (Company Vehicle Mileage)	20	mile	\$1.00	\$20.00
Company Owned Vehicle Mileage (Company Vehicle Mileage)	20	mile	\$0.565	\$11.30
Road Signs (Traffic Control and Protection)	1	day	\$47.54	\$47.54
<b>TOTAL</b>				<b>\$1,449.95</b>

## Contract Total Fee Computation

<b>Project ID</b>	<b>2718-03-01</b>		<b>Total for Contract</b>
	<b>Original Contract</b>		
<b>Number of Staff Hours</b>	25.5		<b>25.5</b>
<b>Total Direct Labor</b>	\$554.67		<b>\$554.67</b>
<b>Total Overhead Costs</b>	\$981.27		<b>\$981.27</b>
<b>Fixed Fee</b>	\$107.52		<b>\$107.52</b>
<b>Direct Expenses</b>	\$1,449.95		<b>\$1,449.95</b>
<b>Subtotal</b>	<b>\$3,093.41</b>	<b>\$0.00</b>	<b>\$3,093.41</b>
<b>Subcontract 1</b>			<b>\$0.00</b>
<b>Subcontract 2</b>			<b>\$0.00</b>
<b>Subcontract Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL COST</b>	<b>\$3,093.41</b>	<b>\$0.00</b>	<b>\$3,093.41</b>
<b>Company Wide Overhead Rate</b>	1.7691%		
<b>Percent Fixed Fee</b>	7%		