

**Consulting Services Contract**  
**City of Waukesha – JSD Professional Services, Inc.**  
**Project Name: Design and Construction Services for Artificial Turf Installation for Frame Park Baseball Diamond and Mindiola Soccer Field**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and JSD Professional Services, Inc., W238 N1610 Busse Rd., Ste 200, Waukesha, WI 53188, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

**Recitals**

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the following Project:

**Design and Construction Services for Artificial Turf Installation for Frame Park Baseball Diamond and Mindiola Soccer Field**

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP (Exhibit A and B), and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the Scope of Work stated in the RFP and the Consultant's responsive Proposal, as modified by the Parties, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A, Schedule B and Exhibits A and B are incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant \$106,020.00 for performance of the Work in compliance with the terms and conditions of this Contract per Schedule B - Price. Consultant shall invoice the City, monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than November 1, 2020, subject only to delays for circumstances beyond Consultant's control, provided Consultant re-commences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.

7. **Indemnification.** Consultant shall indemnify, defend, and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind to the extent that they arise out of or in connection with Consultant's performance of the Work, including court costs and actual attorney fees.
8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. Consultant shall obtain an endorsement making the City an additional insured, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
  - c. Excess liability-umbrella, \$5,000,000.
  - d. Worker compensation, statutory requirements.
  - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
13. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
14. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City:           Attention Katie Jelacic, P.E.  
                                  City of Waukesha  
                                  130 Delafield Street  
                                  Waukesha WI 53188

To Consultant: Attention Justin Johnson, P.E.  
JSD Professional Services, Inc.  
W238 N1610 Busse Rd., Ste 100  
Waukesha, WI 53188

16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment, subject to statutory governmental immunities and liability limits.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties formed as a result of the City's RFP and the Consultant's responsive proposal. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable. If there are any conflicts among the terms of this Contract and any documents incorporated into this Contract, including Schedule A, then the terms of this Contract shall control.
24. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.

- 25. **Limitation of Liability.** Consultant shall not be liable for incidental or consequential contract damages. There shall be no other limitations of Consultant's liability.
- 26. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records and will be subject to disclosure to the public under Wisconsin's Open Records law.
- 27. **Effective Date.** This Contract shall be effective as of the latest date of execution shown below.

**City of Waukesha**

\_\_\_\_\_  
 By Shawn N. Reilly, Mayor  
 Date:\_\_\_\_\_

\_\_\_\_\_  
 Attested by Gina L. Kozlik, City Clerk  
 Date:\_\_\_\_\_

To certify that funds are provided for payment:

\_\_\_\_\_  
 Richard L. Abbott, Director of Finance  
 Date:\_\_\_\_\_

**JSD Professional Services, Inc.**

\_\_\_\_\_  
 By (print name)\_\_\_\_\_  
 Title:\_\_\_\_\_  
 Date:\_\_\_\_\_

\_\_\_\_\_  
 By (print name)\_\_\_\_\_  
 Title:\_\_\_\_\_  
 Date:\_\_\_\_\_

## Schedule A Scope of Work

### Design Development:

The Consultant should become familiar with the two project sites and related documents. Process for site design and development of final plans and specifications shall include the following:

1. Meet with City staff to discuss the needs/requirements of the artificial turf design at each site, and sites' restrictions.
2. Mindiola Park is mostly located on a landfill. The Consultant shall work closely with the City's landfill engineer, Foth, regarding design. The Consultant shall also work closely with the WI DNR.
3. Review current and past scheduling use of the facility. The City will provide information on current field uses at each site as well as future interests in use that the City is aware of.
4. The Consultant shall hire a sub-consultant to do the necessary soil borings for the design including a soil boring report summarizing:
  - Location and methods for each sample
  - Strength, consolidation and bearing capacity of existing sub-surface
  - Presence of any unsuitable sub-grade materials
  - Structural recommendations for concrete footings for sports lighting and fencing
  - Diesel range organics (DRO), petroleum volatile organic compounds (PVOCs) and naphthalene
5. Develop plan to ensure compliance with City of Waukesha Stormwater Ordinance (Chapter 32) design requirements.
6. Prepare an evaluation of artificial turf options for City staff review. Present turf options and assist City staff in determining which product would best serve the City at each project location. Factors to identify include cost, maintenance and maintenance equipment requirements/cost, future replacement cycle, potential restriction on uses of the field, stormwater management requirements, other locations where product is used that are consistent with Waukesha's climate, etc. The Consultant may also be required to provide additional information and supporting documentation if a sole source product will be pursued.
7. The Consultant shall prepare project scope options for each project that are within each project's above noted budget. Options may include limits of grass removal/artificial turf replacement. Each option should include related construction costs to facilitate decision-making.
8. For Mindiola Park incorporate into the design fencing and future phases. The consultant will have to coordinate with the sports lighting vendor and contractor. Frame Park should incorporate into the design dugouts and additional sideline and outfield fencing.
9. Prepare a construction schedule for each project site, since each one is potentially on a different timeline.
10. Prepare Site Concept and Design Development drawings for each project site, illustrating the size, structures, connectivity/coordination with other park components, landscaping, lighting, utilities, site plan, stormwater management plan, etc.
11. Collect and review Product Data and Material Samples. Prepare Outline Specifications, including the products, materials and finishes of each component or system.
12. The Consultant shall prepare a cost estimate for the project at 60% and 90% interval.
13. Prepare Exhibits and Presentation to present to the Public and City Commissions. This includes but not limited to presentation at the Parks, Recreation & Forestry Board, a Public Information Meeting and Common Council for approval, for each project site.

**Construction Documents:**

1. Obtain required permits needed for the bidding of each project site. The consultant shall assist the City's landfill engineer, Foth in obtaining all necessary DNR permits and plan modifications for the soccer field proposed for the landfill.
2. Produce final drawings and specifications to be used to competitively bid and construct the improvements.
3. Revise and resubmit the Construction Drawing and Project Specifications, as may be required, to facilitate departmental approvals and permits at the local and State level.
4. Conduct a mandatory pre-bid meeting for interested bidders.
5. Respond to questions and clarifications during the bidding process. Assist the City issuing written Bid Addenda when needed.
6. Review the bids with the City.

**Construction Administration/Management:** Assist the City of Waukesha with construction administration/management services.

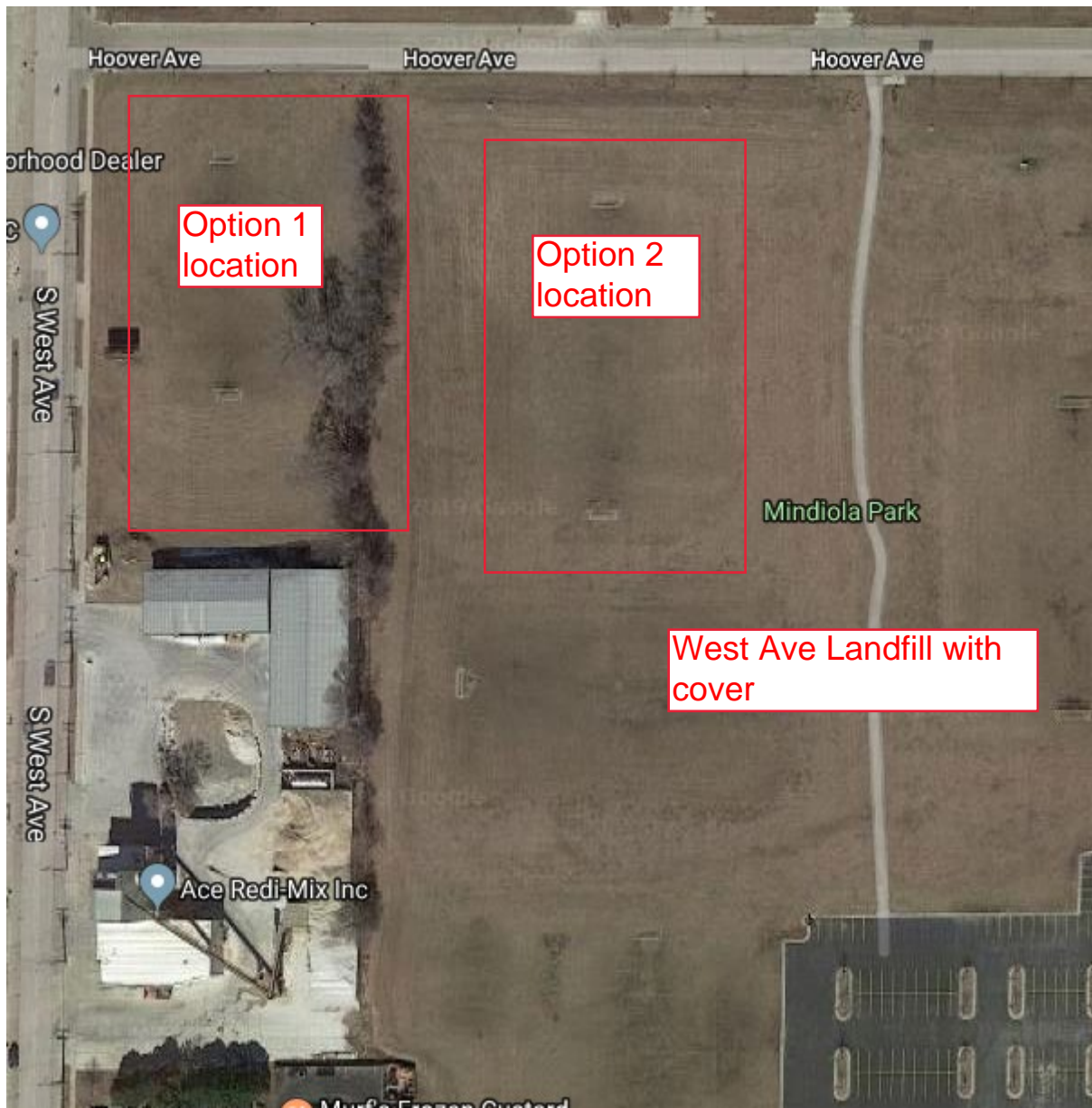
1. Review, respond, and process Shop Drawings, RFI's, CB's, Meeting minutes and Change Orders. Develop a method for tracking these reviews and approvals. Provide log updates as requested.
2. Attend bi-weekly (twice a month) construction meetings on the sites.
3. Implement a QA/QC program and ensure conformity to the highest intent of the construction documents.
4. Assist the City with regular communication updates on the Projects to the community.
5. Monitor all trade contractors and consultants to ensure effective and timely adherence to the schedule. Work directly with general contractor towards recovery of any schedule slippage ASAP.
6. Ensure that each contractor submits a site-specific safety plan and upholds the requirements of that plan.
7. Manage the completion of the punch lists to the satisfaction of the owner.
8. Provide on-site staff, to oversee the trade contractors to ensure that commissioning issues are addressed, until the owner take full acceptance of the system and its associated equipment.
9. Develop and maintain an effective program so all operating manuals, maintenance manuals, and any preventive maintenance data are delivered to the owner by the trade contractors.
10. Provide oversight that the trade contractor's complete formal owner training of all systems.
11. Coordinate delivery of all As-Builts in AutoCAD Civil 3D 2018 and pdf formats from the trade contractors to the owner.

**Project Timeline:**

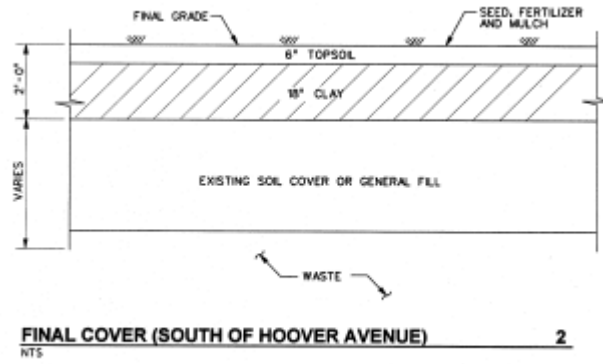
1. The consultant will be approved by the Board of Public Works on December 19, 2019.
2. The award of contract will be at the Common Council on January 7, 2020.
3. Final Plans and Specifications for bidding of project scheduled for April 24, 2020. An anticipated construction Start of mid-June 2020 with a completion date of Nov 1, 2020.
4. Both fields will be scheduled for play in Spring of 2021.



Frame Park Ball Diamond







Above is the cross section of the landfill cover.

**FEE**

Thank you for providing JSD the opportunity to submit this proposal for the Mindiola Park Soccer and Frame Park Baseball Artificial Turf Project Landscape Architectural and Engineering Services. Fees for professional services described within the submittal are budgeted per the following Fee Schedule. We believe that this scope of work represents a thorough and well-coordinated approach to the development of your project. Reimbursable expenses are included within the fees as shown. If requested, we will modify our scope of work and fees as needed to address your project requirements.

**MINDIOLA PARK SOCCER PROJECT**

<b><u>Task</u></b>	<b><u>Fee</u></b>
Task 1.0 - Project Coordination and Meetings	\$8,250
Task 2.0 - Site Design and Engineering	\$27,250
Task 3.0 - Construction Administration/Management	\$15,500
Task 4.0 - Geotechnical Investigation (See attachment)	\$11,300
Total Fee:	<u>\$62,300</u>

**FRAME PARK BASEBALL PROJECT**

<b><u>Task</u></b>	<b><u>Fee</u></b>
Task 1.0 - Project Coordination and Meetings	\$5,000
Task 2.0 - Site Design and Engineering	\$22,250
Task 3.0 - Construction Administration/Management	\$12,000
Task 4.0 - Geotechnical Investigation (See attachment)	\$4,470
Total Fee:	<u>\$43,720</u>

\*See attached 2019 Standard Rate Schedule. Although this project work will occur in the year 2020, we are offering to hold our 2019 rates throughout the project.

**WHY THE JSD TEAM?**

We pride ourselves on building relationships through trust and integrity and have long been known as an advocate for our clients. In doing so, we believe that communication is paramount. With a focus on creating and supporting our clients from initial concept planning through completion, we actively listen and collaborate with our clients to realize the project vision. Our team has extensive experience designing & developing on existing landfills which allows us to understand and meet the unique needs of the site and the City.

As an owner you seek qualified, experienced, and skilled professionals to deliver a defined project vision. JSD's multi-disciplinary consultant team seeks to deliver creativity, technical expertise, guidance, and quality work products that will bring that vision to life.



## Standard Rate Schedule For the Year 2019

### Personnel

Staff Category	Hourly Rate
Principal, Associate	\$220.00
Senior Structural Project Consultant	\$195.00
Structural Engineering Manager	\$180.00
Senior Structural Engineer	\$145.00
Staff Structural Engineer	\$120.00
Senior Project Consultant	\$185.00
Project Consultant	\$160.00
Senior Project Engineer	\$155.00
Project Engineer	\$145.00
Senior Staff Engineer	\$125.00
Staff Engineer	\$120.00
Construction Project Engineer	\$140.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$80.00
Senior Planner	\$145.00
Staff Planner	\$120.00
Site Planner	\$75.00
Environmental Specialist	\$120.00
Senior Landscape Architect	\$145.00
Landscape Architect	\$125.00
Senior Landscape Designer	\$125.00
Landscape Designer	\$115.00
Project Surveyor	\$125.00
Survey Crew Chief	\$100.00
Senior Survey Technician	\$90.00
Survey Technician	\$70.00
Office Support	\$85.00

Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.

### Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional subconsultant fees are charged at our cost plus 15%. Automobile mileage will be charged at \$0.75 per mile.

### Invoices

Progress invoices shall be issued monthly and shall be paid within thirty days of date of invoice. Balances remaining unpaid after 60 days are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid. JSD reserves the right to stop work on any project that has past due invoices until outstanding balances are paid.

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of City of Waukesha RFP provided via email and the expected site conditions summarized in the following tables.

### Site Location and Anticipated Conditions

Item	Description
<b>Site Locations</b>	The project is at Mindiola Park (Latitude 42.9912 and Longitude -88.2362) and Frame Park (Latitude 43.0185 and Longitude -88.2228).
<b>Existing Improvements</b>	Existing landfill at Mindiola Park that has been capped and is now grass covered (assumed to be closed) and existing baseball diamond at Frame Park
<b>Current Ground Cover</b>	Grass

### Planned Construction

Item	Description
<b>Project Description</b>	<p>It is our understanding that new artificial turf soccer fields are planned at Mindiola Park. The final plans for this field have been generated but is anticipated that new field lighting will also be installed. It is not anticipated that new structures such as multilevel bleachers or press box will be included; however, it is anticipated that minor ancillary structures such as restrooms or concessions will be constructed. It is anticipated that a majority of the western portion of the Option 1 site (per the RFP) is on a landfill (west of the trees) and the eastern portion and all of Option 2 is NOT on a landfill.</p> <p>The project at Frame Park is anticipated to include a new artificial field, new bleachers and press box. New lighting is not anticipated for this as the field already has lights.</p> <p>Final grades for both projects are anticipated very minor, within 2 feet of existing grade.</p>

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

## Field Exploration

Number of Borings	Boring Depth (feet)	Planned Location
2	30	Option 1 Mindiola Park, anticipated to be on the landfill (for lights)
2	10	Option 1 Mindiola Park, anticipated to be on the landfill (field)
2	10	Option 1 Mindiola Park, anticipated not to be on the landfill (field)
3	10	Option 2 Mindiola Park, anticipated not to be on the landfill (field)
2	30	Option 2 Mindiola Park, anticipated not to be on the landfill (lights)
4	10	Borings within Field Portion of new Baseball Field
3	15	Exterior of Field for new bleachers and press box

**Boring Layout and Elevations:** Terracon personnel are anticipated to provide the field locating of borings. However, surface elevations are anticipated to be provided by the client, if needed.

**Subsurface Exploration Procedures:** We will advance the borings with an ATV-mounted rotary drill rig using continuous flight augers (hollow stem) to the planned termination depth of the boring or auger refusal, whichever is shallower. Samples will be obtained at 2.5 foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths.

We observe and record groundwater levels during and after drilling and sampling. In some instances, groundwater observations may not be made because drilling fluid or water are used for drilling and/or rock coring, which makes groundwater level observations during and after drilling potentially unrepresentative. Open boreholes will be covered between the time the boring is completed and backfilled.

## Geotechnical Scope and Fee Proposal

Proposed Artificial Turf Fields ■ Waukesha, Wisconsin

December 6, 2019 ■ Terracon Proposal No. 58195222



The sampling depths, penetration distances, and other sampling information is recorded on the field boring logs. The samples will be placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepares field boring logs as part of the drilling operations. These field logs include visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs will be prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

**Borings on Mindiola Park:** Due to the borings being completed on a former landfill at Mindiola Park, the following scope items have been added:

- 1) Review of cap maintenance plan or landfill closure report describing cap maintenance
- 2) A written execution plan addressed to the client for ultimate presentation to the City of Waukesha and Wisconsin DNR that will follow the cap maintenance plan
- 3) One meeting with the City of Waukesha or Wisconsin DNR to present the boring locations and execution plan to perform the borings;
- 4) Finalization of boring execution plan after comments by the City of Waukesha and Wisconsin DNR
- 5) Containerization of cuttings and disposal of containers for 4 boring performed on the landfill;
- 6) Analytical testing (as requested in the RFP to include DRO, PVOC and Naphthalene) of soils from 0 to 4 feet on each of the 4 borings on landfill
- 7) Methane monitoring of the headspace surrounding the 4 borings on landfill
- 8) Backfill of the 4 borings on the landfill with bentonite grout;

**Site Access and Property Disturbance:** We considered that the sites and boring locations can be accessed using our track ATV-mounted drill rig. Terracon personnel will take reasonable measures to limit the amount of damage to the properties. However, rutting of the ground surface, damage to vegetation, and/or damage to the landscape is likely. Please note that our scope of services and fee do not include services associated with site clearing, wet ground conditions, or reparations to, or for, damage to the existing landscape, crops, and plants. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Terracon will require access to the inside of the Frame Park baseball fields that is at least 8 feet wide. We have not included costs for removal or replacement of fences.

It is important that Terracon be granted access to the sites and legal right of entry by the property owners. Please notify Terracon if arrangements have not been made for subsurface exploration on the property. At least 3 days advanced notice will be provided to our client of our intent to notify the state utility hotlines and perform the subsurface explorations. It is anticipated that the client will provide approved access routes to the borings. If Terracon is asked to provide access routes, then an additional fee has been provided for your consideration.

## Geotechnical Scope and Fee Proposal

Proposed Artificial Turf Fields ■ Waukesha, Wisconsin  
December 6, 2019 ■ Terracon Proposal No. 58195222



The cuttings from the borings (not on landfills) that are completed within the existing fields will be removed and thin spread outside of the playing field area. Cuttings from the 4 landfill borings at Mindiola Field sites will be containerized and then the barrels removed upon completion.

**Safety:** Terracon is currently not aware of environmental concerns at the project sites that would create health or safety hazards associated with our field exploration program. Thus, Terracon's estimated fees include our exploration team using standard Personal Protection Equipment (PPE) for geotechnical drilling including hard hats, safety glasses, hearing protection, high visibility vests, and steel-toed boots. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling and/or sampling will be noted on our logs and discussed in our report.

Terracon notifies state utility hotlines to request location and marking of public utilities at least 72 hours prior to performing borings/excavations. We consult with the client regarding potential private utilities, or other underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our exploration team members is a priority.

Location of private lines on the Frame Park property **have been included** as part of Terracon's scope. We have not included private line locating for the Mindiola Park site. Terracon will not be responsible for any damage to utilities not marked or improperly located. It should be understood that while a private utility locate service will help identify private utilities, their methods of utility detection are relatively limited, especially of those utilities without metal components and their use would not relieve the Owner of their responsibility in identifying the private utilities.

If there are any site restrictions or special site and/or exploration requirements, these should be made known to Terracon prior to commencement of field services.

## Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil strata, as necessary, for this project. These tests will include the following:

- Description and Identification of Soils (Visual-Manual Procedure)
- Moisture Content
- Hand Penetrometer (clay soils only)

Our laboratory testing program also includes observation of recovered soil samples by an engineer and/or a geologist. Based on the texture and plasticity of the soil, we describe and classify samples in general accordance with the Unified Soil Classification System (USCS).

## Geotechnical Scope and Fee Proposal

Proposed Artificial Turf Fields ■ Waukesha, Wisconsin  
December 6, 2019 ■ Terracon Proposal No. 58195222



Samples recovered during the subsurface exploration will be retained in our office for a period of 60 days after submittal of our subsurface exploration report so that additional testing can be performed upon request.

## Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The report will include the following:

- Computer-generated boring logs with rock and soil stratifications based on visual soil classifications, laboratory test results, and water levels observed during and after drilling operations
- Stratification based on visual soil classification
- Groundwater levels observed during and after completion drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommendations for site preparation for new playfields
- Floor slab and foundation recommendations (including recommended bearing pressures and settlement) for concession buildings at Mindiola Park and bleachers and press box at Frame Park
- Seismic Site Class

It is anticipated that the design of the foundations for the light poles at Mindiola Park will be completed by the design build contractor. Therefore, recommendations for the foundations supporting these light poles has not been included. The borings for the light poles will be provided for information purposes only.



## Compensation

Based upon our understanding of the site, the project, and our planned Scope of Services our base fee is shown in the following table:

Task	Lump Sum Fee
Borings at Mindiola Park, Lab and Report	<b>\$6,400</b>
Extra Scope for Mindiola Park Landfill (time and materials not to exceed)	<b>\$4,900</b>
Frame Park Borings, Private Line Locating <sup>1</sup> , Lab and Report	<b>\$4,470</b>
<b>Total</b>	<b>\$15,570</b>

1. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

## Project Schedule

Our schedule will be coordinated upon receipt of written notice to proceed. Starting the subsurface exploration will depend on the boring locations having been staked in the field, underground utilities having been located and marked, and weather and/or site conditions. Our subsurface exploration report would be submitted about two weeks after completion of field and laboratory services. Preliminary, verbal information can be provided upon request.

The field exploration is estimated to take between 3 rig days to complete.

## **SITE LOCATION AND EXPLORATION PLANS**

**SITE LOCATION**

Proposed Artificial Turf Fields ■ Waukesha, Wisconsin  
December 6, 2019 ■ Terracon Proposal No. 58195222

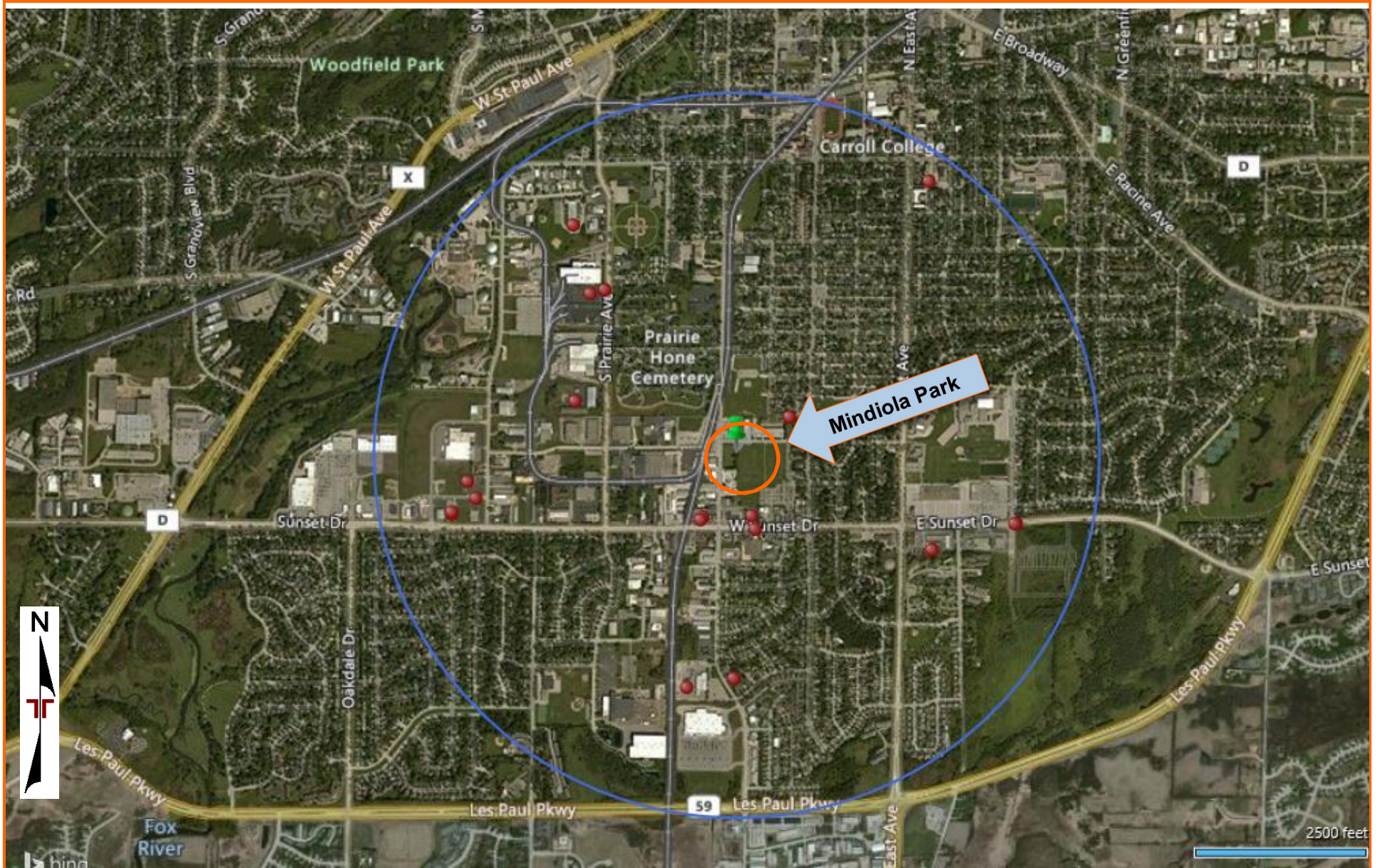


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**SITE LOCATION**

Proposed Artificial Turf Fields ■ Waukesha, Wisconsin  
December 6, 2019 ■ Terracon Proposal No. 58195222

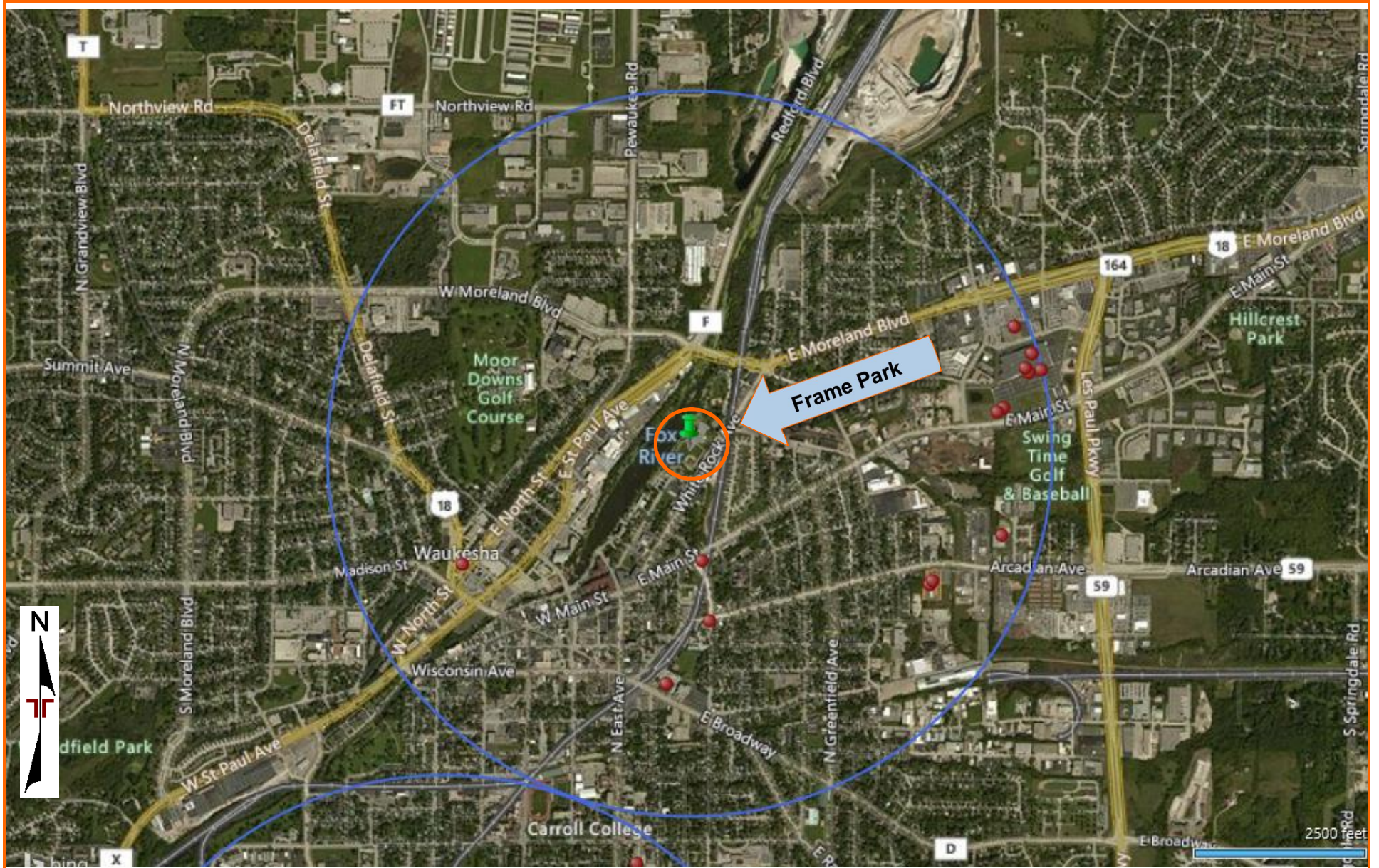


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**EXPLORATION PLAN**

Proposed Artificial Turf Fields ■ Waukesha, Wisconsin  
December 6, 2019 ■ Terracon Proposal No. 58195222

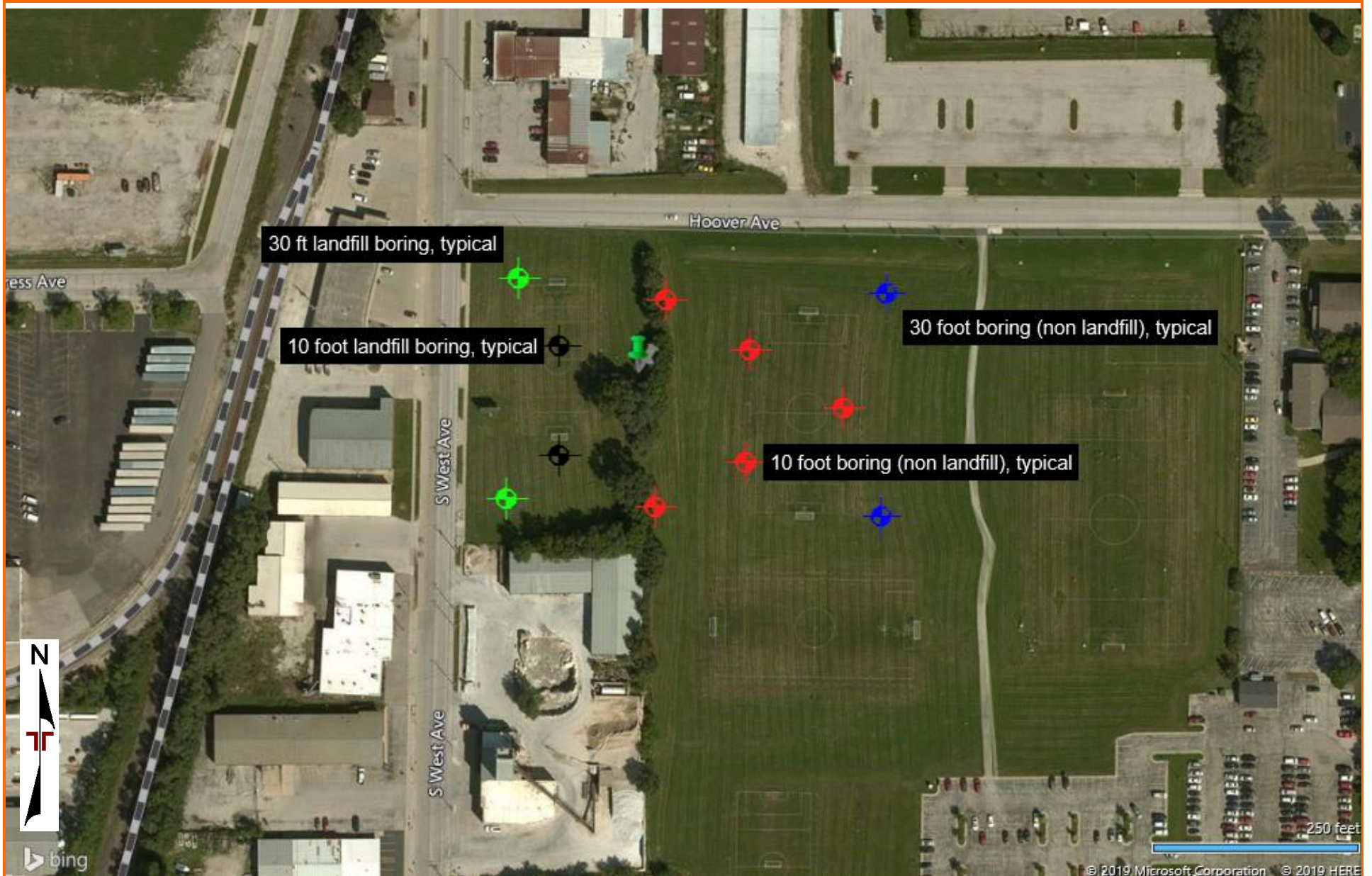


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**EXPLORATION PLAN**

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# PROJECT UNDERSTANDING/SCOPE



## PROJECT UNDERSTANDING

Our team possesses the leadership, professional expertise, and hands-on experience in providing landscape architecture and civil engineering services for the successful completion of Frame Park and Mindiola Park. Our key team members continually demonstrate their ability to grasp the intricacies of complex design and engineering challenges which ensures the City a team that is capable of exceeding your goals.

The following methodology is an example of our approach to a sports facility development projects such as Frame Park and Mindiola Park.

Our methodology is based on our experience developing award-winning sites with the integration of public involvement as well as respecting the natural environment. JSD will use our expertise to help create two vibrant athletic facilities harnessing opportunities for social interaction, community activities, and active and passive recreation opportunities for people of all ages. This approach includes site inventory and analysis, regular planning meetings, design development, community outreach, construction documents, permitting, bidding and contract administration. Protecting our natural resources is of highest priority to JSD, therefore we will work closely with the City's engineering consultant and as well as our subcontracted geotechnical engineer to find cost effective and environmentally friendly solutions at Mindiola Park and Frame Park.

Our team will work to keep City of Waukesha staff informed throughout the entire design process. We will educate, inform and listen to staff throughout the project as turf material selections are made and project scope options are outlined and selected.

Based on our team's extensive experience in the construction of municipal, park, and recreation facilities, we are confident that we will provide accurate estimates prior to bidding to keep the projects within budget. These estimates will be updated at the 60% and 90% design development level. We also advocate for the use of alternate bid items which allows items to be bid accurately and added into the construction contract if the numbers received are favorable.

In the event the project is over budget, we will work with City of Waukesha staff to value engineer the plan scope or discuss if the design should be modified and re-bid. It is important to note that the value engineering recommendations will not have a negative impact on the project's design intent, aesthetics, performance, or result in any long term maintenance issues.

JSD's emphasis on expeditious response time, strong project management and project coordination allows us to perform all tasks necessary to meet deadlines and work within tight project schedules.

## PROJECT SCOPE

### Project Coordination and Meetings

JSD will work with the Owner and appropriate jurisdictional authorities to provide necessary support and submittal materials during the due diligence, design, review, and approval process during the development of planning, preliminary design, final construction plans, and bidding documents.

JSD anticipates five (5) meetings and additional communication coordination as follows:

- One (1) City Staff Kick-Off Meeting and Site Visit
- One (1) Synthetic Turf Selection Meeting
- One (1) Parks, Recreation & Forestry Meeting
- One (1) Public Information Meeting
- One (1) Common Council Meeting

JSD anticipates the ability to discuss both project sites (Frame Park and Mindiola Park) at each meeting. JSD will prepare and provide exhibits and presentation materials for each meeting. Additional meeting attendance and/or project coordination services as requested by the Client will be provided on a time-and-materials basis.

### Site Inventory & Analysis

JSD will visit the project site with the Owner to assess and evaluate the existing site conditions, “wish list” and the client’s priority improvement items, expansion capabilities, and site circulation. We will also review topography, drainage, site constraints, and other existing site features that may affect the design development through an in-depth, on-site analysis. The site will be analyzed in terms of physical constraints and opportunities that could be a factor in the proper location, configuration and design of new program elements.

### Geotechnical Coordination

JSD will coordinate and contract with a Geotechnical Firm for the subsurface exploration (borings) effort required for the existing facilities. We will coordinate the boring layout with the chosen Geotechnical Firm and stake the approximate boring locations in the field. The selected Geotechnical Firm will determine final boring locations. This information is essential to the longevity of these planned improvements.

### Lighting Coordination (Mindiola)

JSD will coordinate plans and locations for new field lighting with the chosen lighting consultant and contractor.

### Landfill Coordination (Mindiola)

JSD will work closely with the City’s landfill engineer, Foth, and the WI DNR regarding the design of the Mindola Park facility. We will review existing plans and reports provided to confirm our design decisions and considerations.

### Facility Scheduling Review

JSD will review the past scheduling use of each facility per the provided information from the City. It is assumed the City will also provide JSD with the future interests for each site to be considered for the design of each facility.

### Artificial Turf Product Evaluation

JSD will prepare and provide an evaluation of artificial turf options for City staff review. Options will be presented to assist City staff in determining which product will best serve the City at each project location. The provided evaluation will include factors such as cost, maintenance, maintenance equipment, future replacement cycle, use restrictions, stormwater management requirements, and relevant project examples.

### Concept Planning/Design Options

JSD will produce two (2) design options for each site based on the programming and design decisions made by the City. JSD will take into consideration existing and proposed facility uses for each site. In addition to artificial turf, the design options for Mindiola Park will incorporate fencing and future phases. The design options for Frame Park will incorporate artificial turf limits as well as the conceptual design of dugouts and additional sideline and outfield fencing. Each option will conceptually represent the proposed improvements through 2-dimensional drawings and will include a preliminary cost estimate to aid in the decision making process. In addition, renderings for each site will be created for presentation purposes and later modified to represent the final design.



### Design Development Drawings (60% and 90%) and Bid Documents (Project Manual)

JSD will provide construction drawings and specifications at both the 60% and 90% interval based on the selected design option for each site. The following engineering documents will be submitted for review and comment:

- Project Manual (For Bidding)
- Existing Conditions/Topo Utility Survey and Map (By City)
- Geotechnical Report (By Others)
- Site Layout Plan
- Grading & Erosion Control Plan
- Utility Plan
- Lighting Plan (By Others)
- Landscape Plan
- Construction Details
- Technical Specifications
- Construction Schedule

JSD will provide a Preliminary Opinion of Probable Construction Costs at the 60% and 90% interval based on the engineering documents.

### Final Construction Drawings (100%) and Bid Documents (Project Manual)

JSD will provide construction drawings and specifications based on the selected design option for each site in the final design format. The following engineering documents will be submitted for review and comment:

- Project Manual (For Bidding)
- Existing Conditions/Topo Utility Survey and Map (By City)
- Geotechnical Report (By Others)
- Site Layout Plan
- Grading & Erosion Control Plan
- Utility Plan
- Lighting Plan (By Others)
- Landscape Plan
- Construction Details
- Technical Specifications
- Construction Schedule

We will make minor revisions to the drawings following your review. JSD will provide a project manual using EJCDC format construction bidding documents for solicitation of bids and construction administration services.

The Engineers Joint Contract Documents Committee (EJCDC) is a coalition of stakeholders in the project delivery process who have developed a set of engineering and construction contract documents with a specific focus on horizontal infrastructure in the United States. The template documents associated with EJCDC allow a proven framework that helps to manage/minimize the number of change orders and changes resulting from errors and omissions, while supporting the best interests of the Client and the Engineering Consultant.





## Stormwater Management Plan

Based on our discussions with the City and WDNR, stormwater management is not expected to be required for these projects, and as such, it is not included in this scope of services. It is our understanding that the City views Artificial Fields as pervious and therefore installation of artificial fields would not trigger the City's stormwater management ordinance. The WDNR considers maintained lawn or grass areas as being developed and an alteration to that such as converting a field to an artificial field would be considered redevelopment and as such would not require stormwater management. A letter report will be prepared illustrating that there is no increase in impervious surface area as a result of these projects.

## Permitting

JSD will obtain the following permits required for each site:

- WDNR Application for Project Permits - Notice of Intent
  - Anticipated site disturbance > 1 acre
- City of Waukesha Stormwater Management and Erosion Control Permit Application

## Bidding Assistance

JSD will assist in the preparation of the bid advertisement and bidding assistance during the bidding process. We will conduct a mandatory pre-bid meeting for interested bidders, respond to questions and clarifications during the bidding process, and assist the City issuing written Bid Addenda when needed. We will also compile a summary of our bid recommendations following the bid opening.

## General Project Understanding - Civil and Landscape

1. JSD shall be held harmless and does not warrant any deviations by the Owner/Contractor from the approved construction plans that may result in disciplinary actions by any or all regulatory agencies.
2. Drawings will be prepared in AutoCAD format and in conformance to the approved plan format of the City.
3. Owner/Contractor will be responsible for obtaining all necessary permits for site work and utility connections other than those listed in the scope of work.
4. Design services within the public right-of-way are not included in this scope of work.
5. This proposal does not include construction staking services.
6. While JSD attempts to provide a cost-effective approach to balance earthwork, grading design is based on many factors, including safety, aesthetics, and common engineering standard of care. Therefore, no guarantee can be made for a balanced site. Requested cut-fill graphics shall be considered out of scope.
7. This proposal does not include a Traffic Impact Analysis study or coordination thereof.
8. This proposal does not include structural design for retaining walls.
9. This proposal does not include analysis of offsite drainage or contributing areas outside the project limits.
10. Review or incorporation of LEED design and accreditation is not included in this scope of work.
11. Any changes to the design or drawings after submittal will be considered out of scope.
12. JSD takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items existing on the property.

## Construction Administration

Upon approval and award of the construction contract, and subsequent budget authorization, JSD will provide the following as part of this service.

- Initiate and attend a pre-construction meeting
- Review shop drawings, product data, and samples, making recommendations to Owner's designated representative
- Prepare construction bulletin's as needed
- Conduct bi-weekly construction meetings at each site and prepare meeting minutes
- Implement a QA/QC program to ensure final product as specified is achieved
- Prepare one (1) groundbreaking and one (1) construction progress community newsletter for each site
- Monitor construction to ensure effective and timely adherence to the schedule. Work directly with the general contractor towards recovery of any schedule slippage.
- Provide construction observation to ensure that commissioning issues are addressed until acceptance by the Owner

- Prepare a punch list and conduct review with the Owner
- Review and approve of completeness and reasonable accuracy, contractor's submission of record drawings, operations and maintenance manuals

## General Project Understanding - Construction Services

1. Construction observation is not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow JSD, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract/Construction Documents. Based on this general observation, JSD will inform the Client/Owner about the progress of the work.
2. JSD will not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor or for the Contractor's safety procedures or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
3. JSD shall not be responsible for any acts of omissions of the Contractor, Subcontractor, any entity performing any portions of the work, or any Agents or Employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
4. JSD will perform bi-weekly site visits as level of construction efforts dictate. Each site visit will include a field review and preparation of a minimal effort Field Report Diary with associated notes and/or photographs. The bi-weekly visits will be coordinated to coincide with milestone events as follows:
  - Excavation to sub-grade
  - Completion of artificial turf concrete borders
  - Placement of base course materials and drain tile
  - Artificial turf installation
  - Site feature installation (Dugouts, Fencing, etc.)

JSD anticipates approximately six (6) site visits to each site.

