

**Consulting Services Contract**  
**City of Waukesha – Ayres Associates**  
**Project Name: Construction Site Representation for Private Development 2019-2020**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Ayres Associates, N17 W24222 Riverwood Dr., Suite 310, 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:

**Construction Site Representation for Private Development 2019-2020**

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, 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 is 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 the hourly wages in the attached proposals for 2019-2020 Construction for performance of the Work in compliance with the terms and conditions of this Contract. 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 December 31, 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 Director of Public Works  
                                   City of Waukesha  
                                   130 Delafield Street  
                                   Waukesha WI 53188

To Consultant:       Attention Michael D. Payant, P.E.  
                                   Ayres Associates  
                                   N17 W 24222 Riverwood Drive, Suite 310  
                                   Waukesha, WI 53188-1132

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:\_\_\_\_\_

**Ayres Associates**

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

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

## Schedule A Scope of Work

### **OVERVIEW**

The City of Waukesha is requesting quotes and a statement of qualification for providing on-call or as-needed construction site representation / construction management services for private development construction activities for 2018-2019.

A list of Prequalified Consultants and their hourly rates will be provided to Developers upon their request to oversee the construction of the sanitary and storm sewers, curb and gutter, sidewalk, roadway, pavements or other items on behalf of the City. An example is provided in Appendix A.

The Developer will select the Consultant from the City-provided list. The Consultant will be contracted through the City and invoices shall be paid by the City from funds provided by the Developer in their Developer's Deposits. Invoicing will be confirmed by the Engineering Division for hours worked.

The City cannot provide an estimate of hours that a Developer may use an individual Consultant, when or how often a Consultant may be selected by a Developer. Which Consultant the Developer chooses from the prequalified Consultants is entirely the Developer's option other than what is indicated in the City's Development Handbook.

The City will not recommend a particular Consultant, but will provide the rate information sheet upon request for construction site representation. Developers will be required to complete the Project using a single Consultant for construction site representation once the construction phase of the project is started unless approved by the City Engineer.

The Consultant selected by the Developer as the Construction Site Representative (CSR) may not also be a Partner, Owner, Engineer, Surveyor or Designer for the project and shall not have any interest or holdings on the project.

The City will make the final determination of when a CSR is required to be on-site, and what level CSR will be required.

The City will make the determination and "pre-qualify" individual CSRs from the submitted candidates from each Consultant. CSRs shall be employed by the Consultant and shall not be contract employees, temporary employees or prospective employees whose employment is contingent upon approval of this Prequalification. CSRs may be seasonal employees. CSRs may be Engineering Co-op students or Engineering Interns with no less than 3 months of CSR experience or a minimum of 3<sup>rd</sup>-Year Engineering Student and must be directly supervised by a Sr Tech CSR or Tech II CSR.

The *City of Waukesha Department of Public Works, Design and Construction Manual, 2019 Edition, Division 1 Development Handbook, Section 7 – Construction Management and Review* outlines specific duties and responsibilities of the CSR and may be found on the City's website here:

<https://waukesha-wi.gov/DocumentCenter/View/8893/Development-Handbook-2019>

### **SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT:**

- Provide a Construction Site Representative (CSR) for infrastructure installation on private development projects. Infrastructure improvements may include: sanitary sewer systems, storm sewer systems, street light conduit and bases, EBS, road base installation, concrete curb, flatwork and pavement, hot mix asphalt pavement, and restoration and additional infrastructure as needed or as shown on Plans. Other non-infrastructure observations may include erosion control and traffic

control. Mass grading, rough or final grading, pavement markings, retaining walls, ponds and the associated water quality control measures are not included.

- Understand and enforce the City of Waukesha Standard Construction Specifications, most recent edition.
- Attend pre-construction meetings as necessary for assigned projects. Meeting facilitation and agenda preparation will not be required for this task.
- The CSR will work with, report to and communicate with the City of Waukesha Engineering Tech Supervisor or Project Manager in charge of the project. The CSR shall be equipped with a phone and survey equipment for acquiring elevations during construction.
- Review construction materials on-site to determine compliance with the City's Standard Construction Specifications.
- Observe that improvements are installed at proper elevations and locations. Record grades and pipe inverts during construction for record drawings. Report deviations from plans to the City. The City will not provide the CSR with survey equipment.
- Be knowledgeable of concrete and soil compaction testing/sampling procedures and witness testing completed by Contractor. Testing shall not be performed by the CSR.
- Complete and deliver completed construction Daily Reports (DRs) to Engineering Tech Supervisor or Project Manager every week. Quantity tabulation is not part of this request.
- Attend project meetings held at the job site, City Engineering office or other locations.
- Provide one point of contact for the scheduling of work and billing questions.
- Construction Surveying (staking) services is not considered part of this quote and will be performed by others.

#### **SCOPE OF SERVICES PROVIDED BY THE CITY OF WAUKESHA:**

- One hard copy of the approved plans and special provisions and one electronic copy in PDF format. One electronic (PDF) copy of the City's Standard Construction Specifications – most recent edition.
- Schedule preconstruction meetings. Coordinate, or perform the facilitation, prepare agenda and minute preparation for the meetings.
- Daily Reports (DRs) in electronic PDF and MS-Excel format. Forms will include quantity tabulation worksheets and other reporting sheets. These forms and worksheets shall be used by the Consultant. No substitutions or modifications will be allowed. No proprietary software systems will be accepted. Tablets, I-pads or other electronic hardware for preparing the documents may be used. Daily reports shall be completed and submitted to the City in MS-Excel and PDF format. Electronic signatures on the forms will be accepted.
- City staff will perform all sub-base proof-rolls, inspections or reviews.
- City staff will review all contractor submittals but will provide reviews to the Consultant for information and enforcement.



PROPOSAL FOR  
**City of Waukesha**  
2019-20 Private Construction Review Services

January 31, 2019

January 29, 2019

Jon Weil, PSS  
City of Waukesha Engineering Division  
City Hall Annex  
130 Delafield Street  
Waukesha, WI 53188

Re: Request for Quotes – 2019-20 Private Development Construction

Dear Mr. Weil:

Ayres Associates is excited to submit our proposal for 2019-20 Private Development Construction Services. Ayres is fully qualified and capable of providing efficient and comprehensive professional construction services. We have proudly served communities throughout Wisconsin, and specifically southeast Wisconsin, on various types of projects for over three decades.

We have assembled a hard-working team with the experience to work cohesively and seamlessly to represent the City of Waukesha on any private development construction sites. We have identified a few key factors that we believe make Ayres Associates the best fit for your projects. They include:

- **Understanding.** Our knowledge of the City of Waukesha infrastructure makes us the perfect candidate to represent the City on construction sites. We recently re-wrote the City of Waukesha Standard Construction Specifications, providing us with firsthand knowledge and understanding to enforce the correct standards. This understanding will allow us to keep the City's interest on the forefront.
- **Experience.** Our lead construction inspector, Keith Nikolay, PE, has the experience and understanding in managing a multitude of project types, from simple rural rehabilitation projects to complex urban reconstruction projects. Our support staff also has extensive experience working directly with the City of Waukesha staff. These experiences will allow us to handle a variety of private development projects.
- **Efficiency.** Our team is local, and our office is conveniently located for a quick response when needed. In addition, we have long exercised the practice of project flexibility, minimizing project expense for all associated parties. We anticipate many tasks and services being completed by junior staff with oversight from senior level staff. This approach will allow us to provide a high quality of oversight with the right number – and level – of staff.

Thank you for the time you spent with us discussing your community's needs, and thank you for considering our qualifications. We look forward to the opportunity to work with you to complete these private development construction projects. If you have any questions or need more information, please contact either one of us.

Sincerely,

Ayres Associates Inc



Michael D. Payant, PE  
Manager – Engineering Services  
Direct: 262.522.4915  
PayantM@AyresAssociates.com



Keith Nikolay, PE  
Supervisor – Construction Services  
Direct: 920.327.7841  
NikolayK@AyresAssociates.com





## FIRM INFORMATION AND EQUIPMENT

### ABOUT AYRES ASSOCIATES

Ayres Associates has assisted public and private clients since 1959, offering construction, transportation, traffic, structural, civil, water resources, and river engineering, as well as services in energy corridors, architecture, landscape architecture, environmental services, surveying, grants, planning, aerial mapping, and GIS. We serve our clients through 13 offices in Wisconsin (Waukesha, Madison, Green Bay, Eau Claire, and River Falls), Florida, Colorado, Wyoming, and Arizona.

Because we are a multispecialty architectural/engineering firm, we are able to help you with **smart solutions** to a variety of design challenges.

**Our mission is to understand your needs and help make your world a better place.** Our superb project managers build long-term relationships with clients while reliably solving their problems, stretching their dollars, and masterfully navigating regulations.

Our firm was founded by Owen Ayres, an engineer who instituted many of the practices we follow: working with clients as a partner; offering smart, creative solutions; conducting business with the utmost integrity; and providing employees challenges and the opportunity to advance and invest in their company.

We are ranked among the top 500 architectural/engineering firms in the nation by Engineering News-Record magazine. We first were ranked on the ENR list in 1972, and our revenues have kept us among this caliber of firms ever since. This means you can always count on Ayres Associates being there for you.

### CONSTRUCTION SERVICES

Ayres Associates' staff has extensive experience in all areas of construction observation and administration, with an emphasis on transportation and municipal projects. Our clients have included local and state agencies, utility companies, developers, commercial enterprises, and a variety of other organizations.

From preconstruction meetings, project layout, public relations, and construction observation to review of contractor pay requests and final project approval, Ayres Associates' staff can manage construction administration for both large and small projects.

Our experience includes inspection and administration of projects involving the following:

- Major and minor roadway grading
- Asphaltic and concrete pavement
- Concrete curb and gutter and sidewalk
- Storm sewer
- Water mains and laterals
- Sanitary sewer systems
- Street lighting
- Bridges, concrete box culverts, and retaining walls
- Landscaping
- Pavement marking and signing
- Buildings
- Traffic signals
- Park site grading and equipment construction

## EQUIPMENT

Ayres Associates has all the necessary equipment and personnel to provide construction engineering services.

Our staff is experienced in Civil 3D, MicroStation, and InRoads CAD design software for drafting changes, calculating earthwork, and documenting survey for as-built data. Field reports, quantity tracking, and materials documentation are recorded electronically using Microsoft Word and Excel. Field inspectors are equipped with laptops or tablets to allow daily field reporting to be completed while on site to effectively manage time while monitoring construction operations.

In addition to computers, field staff all carry smart phones to allow them to communicate via phone or email at all times to ensure important information is received quickly and when it is needed. Four-wheel-drive trucks allow inspectors to effectively travel through the construction site and are equipped with items necessary for construction inspection including tape measures, measuring wheel, auto level, grade poles, lath, marking paint, and safety equipment.

We have staff certified in AGGTEC I, PCCTEC I, and Nuclear Density Testing through the Wisconsin Department of Transportation's HTCP materials program. Certified inspectors have all the necessary testing equipment required to complete field materials testing and sampling including Troxler nuclear density gauges for HMA and soil compaction testing, concrete air meters and slump cones for concrete testing, and various containers for obtaining samples. A local certified materials testing lab is typically used if lab testing of field-sampled materials is needed.



Our survey staff is well-equipped and rehearsed with up-to-date Trimble GPS receivers and robotic total stations. All office software needed to perform, download, calculate, and design survey projects is placed on laptop computers and is readily available for all surveyors. Our surveyors also have all-terrain vehicles, four-wheel-drive trucks supplied with safety light bars, "Survey Crew Ahead" signs, safety cones, and all necessary equipment to perform an efficient and accurate survey.

All Ayres Associates staff working in the field go through numerous safety trainings, attend the annual construction conference to share information, and are provided personal protective equipment to perform their work in the safest manner possible. Safety vests and steel-toed boots are required on all projects. Hard hats, safety glasses, hearing protection, fall protection harnesses, and respirators are incorporated into the project safety plan as necessary based on the type of work.



## PROJECT UNDERSTANDING AND APPROACH

Ayres Associates has proudly served municipalities across southeastern Wisconsin, providing construction inspection for over 35 years. We have recently worked in the Village of Menomonee Falls providing inspection on multiple projects, including 2017 Cleveland Avenue, Caroline Drive, Charles Drive and Mill Street Water Main Relay, and 2017 Garfield Drive Water Main Relay and Street Reconstruction. **Stephen Scharch, EIT**, and **Brett Glaeser** both played a role in the inspection of these two projects and worked with the Village of Menomonee Falls staff and residents to help complete the projects with minimal disruption to the roadway access. The water main on Mill Street in 2017 was adjacent to a school, which involved close communication with the school staff to ensure parking lot access remained in place.

Our proposed project leader, **Keith Nikolay, PE**, has more than 20 years of construction inspection experience including numerous roadways. Keith's experience allows us to have a well-rounded construction lead inspector/manager ready to assist in any issues that may arise on projects. Ayres Associates will approach any private development construction project much as we do as when providing construction services for any municipal client – but specifically the City of Waukesha.

We will begin with getting familiar with the plans and specifications. During our review of the plans and specifications, we'll give attention to utilities within the project limits, highlighting any conflicts that may exist during construction. Detail will also be given to all facilities to make sure they are to City of Waukesha standard construction specifications. We'll also establish a material tracking spreadsheet to monitor contractor submittals and required materials testing.

Daily construction administration will include morning project staff meetings to discuss items to be completed during the day and a look ahead at items that will be completed soon. Inspector Daily Reports will be filled out electronically each day, and items for payment will be measured, tabulated, and



verified with the contractor as they are completed. The project leader's responsibilities will include:

- Coordinating inspections and assigning duties.
- Preparing intermediate and final pay estimates.
- Monitoring and documenting materials incorporated into the project and arranging for any required testing.
- Coordinating any field construction staking that is not performed by the contractor.
- Preparing and leading weekly project meetings and preparing and distributing meeting minutes.
- Providing construction updates to the owner and making the owner aware of any anticipated or current issues.
- Negotiating with the contractor any required contract modifications.
- Preparing all final close-out documentation.

The project leader will also ensure delivery of daily diaries and submission of estimates for acceptably completed work every week. In addition, our inspection staff will document the contractor's work effort, keep as-built plan records, and measure for payment all work that is satisfactorily completed and in conformance with the plans and specifications.



## REFERENCES

The quality of our services is demonstrated by the extent of repeat business we enjoy from our clients; we believe this is a true reflection of our clients' satisfaction toward our overall performance. Approximately 87% of our 2017 revenues were from clients we had served within the previous five years.

Our experience has shown us that close and open communication with our clients is the foundation for a successful working relationship. We place a high priority on understanding our clients' needs, openly addressing issues, involving clients in decision-making, and resolving project concerns. In every project we undertake, our goal is client satisfaction.

We invite you to contact the following references for firsthand accounts of our work.

### **VILLAGE OF MENOMONEE FALLS**

**Contact:** Thomas Hoffman, Director of Engineering & Development  
**Email:** THoffman@menomonee-falls.org  
**Phone:** 262.532.4400

Ayres Associates has provided design on numerous projects, including Main Street Improvements (2017), Garfield Water Main Relay (2017), Garfield Road Reconstruction (2018), and is currently designing Ann Avenue Reconstruction (2018-2019), Cleveland Avenue Water Main Relay (2019), and St. Regis Drive and Roosevelt Water Main and Storm Relay (2019). Ayres has also provided construction inspection for the Village on the Cleveland Avenue, Caroline Drive, and Charles Drive Water Main Relay (2017) as well as the Garfield Water Main Relay (2017).

**Contact:** Jonathan Bretl, Civil Engineer  
**Email:** jbretl@menomonee-falls.org  
**Phone:** 262.532.4414

Ayres has provided design on numerous projects, including Main Street Improvements (2017), Garfield Water Main Relay (2017), Garfield Road Reconstruction (2018), and is currently designing

Ann Avenue Reconstruction (2018-2019), Cleveland Avenue Water Main Relay (2019), and St. Regis and Roosevelt Water Main and Storm Relay (2019). Ayres has also provided construction inspection for the Village on the Cleveland Avenue, Caroline Drive, and Charles Drive Water Main Relay (2017) as well as the Garfield Water Main Relay (2017).

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### **WISCONSIN DEPARTMENT OF TRANSPORTATION, SOUTHEAST REGION**

**Contact:** Paul Piccione, Southeast Region Local Program Construction Engineer  
**Email:** paul.piccione@dot.wi.gov  
**Phone:** 262.548.8706

The Wisconsin Department of Transportation, Southeast Region, selected Ayres to provide construction observation services for the reconstruction of Moorland Road from Woods Road to Janesville Road in the City of Muskego during the summer of 2018.

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### **WISCONSIN DEPARTMENT OF TRANSPORTATION, NORTHEAST REGION**

**Contact:** Jeremy Ashauer, Northeast Region Project Manager  
**Email:** jeremy.ashauer@dot.wi.us  
**Phone:** 920.412.6381

The Wisconsin Department of Transportation, Northeast Region, selected Ayres to provide construction observation services for the reconstruction or rehabilitation of several roadway projects, including STH 42 (Main Street) in the City of Kewaunee (2018); CTH "C" (Duluth Avenue) in the City of Sturgeon Bay (2018); STH 29 in Brown County (2015); and STH 42/57 in the City of Sturgeon Bay (2014).

**WALWORTH COUNTY PUBLIC WORKS  
DEPARTMENT**

**Contact:** Joe Kroll, County Engineer  
**Email:** jkroll@co.walworth.wi.us  
**Phone:** 262.741.3441

Ayres Associates has provided design and construction services on several projects, including: Design (2016) and Construction (2017) of CTH “DD” Bridge over Honey Creek; design of CTH “DD” Bridge over Sugar Creek (2016); design (2017) and construction (2018) of CTH “G” Bridge over Honey Creek.

**CITY OF WATERTOWN**

**Contact:** Jaynellen Holloway, PE, City Engineer  
**Email:** jaynellenh@cityofwatertown.org  
**Phone:** 920.262.4050

The City of Watertown retained Ayres Associates for the Lower Dam repair design, including installation upstream, impermeable geomembrane liner, spillway crest design, and construction management.

Services will include design, permitting, construction services, survey, and grant administration.





## ADDITIONAL EXPERIENCE

Following are details and descriptions of additional related experience.

### CITY OF GREEN BAY CONSTRUCTION INSPECTION SERVICES – THE PRESERVE SUBDIVISION

**Client:** City of Green Bay

**Reference:** James Brunette, 920.448.3105, jamesbr@greenbaywi.gov

**Completion Date:** 2018

The City of Green Bay and the Green Bay Water Utility hired Ayres Associates to provide construction observation services for the Phase 3 buildout of The Preserve subdivision. Services included erosion control, storm pond grading, subgrade grading, storm sewer main and laterals, sanitary sewer main and laterals, and water main and laterals. Sanitary sewer low-pressure vacuum test and mandrel test were observed by Ayres Associates on behalf of the City.



Garfield Avenue

### VILLAGE OF MENOMONEE FALLS GARFIELD AVENUE INFRASTRUCTURE IMPROVEMENTS

**Client:** Village of Menomonee Falls

**Reference:** Jonathan Bretl, 262.532.4414, jbretl@menomonee-falls.org

**Completion date:** 2018

The Village of Menomonee Falls hired Ayres Associates to design and inspect the water main installation along Garfield Avenue. The construction

included rock grinding, HMA pavement replacement, and close coordination with the Menomonee Falls School District to coordinate construction activities. Ayres Associates designed the complete road reconstruction of Garfield Avenue and provided design input during construction. Construction included new HMA roadway, curb, and gutter, sidewalk and curb ramps, from Sheridan Drive to Appleton Avenue.

### VILLAGE OF MENOMONEE FALLS MENOMONEE AVENUE CONSTRUCTION STAKING AND OBSERVATION

**Client:** Village of Menomonee Falls

**Reference:** Thomas Hoffman, 262.532.4200, thoffman@menomonee-falls.org

**Completion date:** 2015

The Village of Menomonee Falls hired Ayres Associates to provide construction staking, administration, and observation services to support the installation of new water main relay improvements totaling approximately 1,600 linear feet on Menomonee Avenue from Pilgrim Road to Thomas Drive.

### VILLAGE OF MENOMONEE FALLS WATER MAIN RELAY CONSTRUCTION OBSERVATION (CLEVELAND AVENUE, CAROLINE DRIVE, CHARLES DRIVE, AND MILL STREET)

**Client:** Village of Menomonee Falls

**Reference:** Jonathan Bretl, 262.532.4414, jbretl@menomonee-falls.org

**Completion dates:** 2017

The Village of Menomonee Falls retained Ayres Associates to inspect the water main relay on Cleveland Avenue, Caroline Drive, Mills Street, and Charles Drive. Water main construction included water main relay, service relocation, and close coordination with the Menomonee Falls School District to coordinate construction activities.



Moorland Road

### MOORLAND ROAD, CONSTRUCTION PROJECT, MUSKEGO, (WOODS ROAD TO JANESVILLE ROAD) CONSTRUCTION SERVICES

**Client:** Wisconsin Department of Transportation, Southeast Region

**Reference:** Paul Piccione, 262.548.8706, paul.piccione@dot.wi.us

**Completion date:** 2018

Wisconsin Department of Transportation, Southeast Region, selected Ayres to provide construction observation services for the reconstruction of Moorland Road from Woods Road to Janesville Road in the City of Muskego. The \$3.5 million project changed the current roadway from a rural section to an urban section with the southern intersection converted to a new roundabout. The roadway was closed to traffic throughout the duration of the project with posted detour routes provided.

Services included grading, storm sewer, watermain adjustments, curb and gutter, a detention pond, HMA pavement, concrete sidewalk, multi-use path, street lighting, signing, and pavement marking. Ben DeBaker served as the project leader with Steve Scharch and Justin Stange assisting as inspectors.

### SHEBOYGAN STH 42 (CALUMET DRIVE) RECONSTRUCTION AND REHABILITATION

**City contact:** Ryan Sazama, City of Sheboygan Engineer, 920.459.3485, ryan.sazama@sheboyganwi.gov

**WisDOT contact:** Paul Brauer, 920.366.1097, Paul.Brauer@dot.wi.gov

**Completion date:** 2017



STH 42

The Wisconsin Department of Transportation's Northeast Region selected Ayres Associates to provide construction engineering services as part of reconstruction and rehabilitation for two segments of STH 42. The roadway remained open throughout the project duration, requiring the roadway to be constructed half at a time. Access to businesses also needed to be maintained, along with accommodations for pedestrians, so construction coordination was critical to keep the project moving forward.

Segment 1 consisted of reconstructing 0.5-mile of a four-lane urban section of STH 42 (Calumet Avenue) in downtown Sheboygan. The existing roadway had an asphaltic overlay, and the roadway pavement structure had reached the end of its serviceable life. Work consisted of sanitary sewer and water main upgrades; storm sewer; excavation and grading; excavation, hauling, and disposal of petroleum-contaminated soils; management of petroleum-contaminated groundwater; base aggregate and breaker run; concrete pavement, sidewalk and curb and gutter; concrete retaining walls; street lighting; installing new traffic signals; pavement markings; and signing.

Segment 2 consisted of rehabilitating 1 mile of a five-lane (two lanes in each direction plus a two-way left-turn lane) urban section in Sheboygan. The existing concrete joints were faulting and failing and needed to be addressed. Work consisted of concrete pavement repair and replacement; storm sewer system upgrades; upgrading the existing traffic signals; concrete sidewalk and curb and gutter; pavement markings; and signing.



Walworth CTH "G"

### WALWORTH CTH "G" BRIDGE – VILLAGE OF EAST TROY

**Client:** Walworth County Public Works Department  
**Reference:** Joe Kroll, PE, 262.741.3441, jkroll@co.walworth.wi.us  
**Completion date:** 2018

The Walworth County Public Works Department hired Ayres to provide construction observation for the replacement of a deteriorated bridge along CTH "G" over Honey Creek in the Village of East Troy, Wisconsin.

The project also consists of constructing two retaining walls in conjunction with the new bridge wing walls. The retaining walls are necessary to minimize the area of disturbed land due to the adjacent Village of East Troy dam, which is located only 80 feet upstream of the new bridge. Work consists of common and marsh excavation; contaminated soils excavation; storm sewer; base aggregate and breaker run; HMA pavement; concrete curb and gutter; concrete sidewalk; concrete pavement approach slab; concrete surface drains; beam guard; steel railing; and permanent landscaping.

Significant coordination is required with the Wisconsin Department of Natural Resources and the Village of East Troy to monitor the adjacent dam, excavate contaminated soils, and maintain a clean waterway.



STH 42

### STH 42 (MAIN AVENUE) ROADWAY REHABILITATION, CITY OF KEWAUNEE

**WisDOT contact:** Jeremy Ashauer, Northeast Region Project Manager, 920.412.6381, jeremy.ashauer@dot.wi.us  
**Completion date:** 2018

This project involved construction observation services for the rehabilitation of 1 mile of a two-lane urban section and two structures along STH 42 (Main Street) in the City of Kewaunee.

The existing roadway surface and bridge decks were showing signs of distress and needed to be addressed. Roadway is to remain open to traffic at all times so temporary traffic signals are being used when work is being completed on the bridge decks. Roadway work consists of storm sewer system upgrades; milling of 1.75 to 4 inches of the existing asphalt and placing 1.75 to 4 inches of new asphalt; concrete sidewalk; concrete curb and gutter; beam guard replacement; street lights; pavement marking; and permanent signing.

Bridge work consists of milling of 1 inch of the existing concrete bridge deck; Type 1, Type 2, and full-depth deck repairs; concrete surface repairs; replacing expansion joints; and 1.5 inches of concrete masonry overlay.





### COUNTY HIGHWAY C (DULUTH AVENUE) ROADWAY RECONSTRUCTION, CITY OF STURGEON BAY

**WisDOT contact:** Jeremy Ashauer, Northeast Region  
Project Manager, 920.412.6381, jeremy.ashauer@  
dot.wi.us

**Completion date:** 2018

This project involved construction observation services for the reconstruction of 0.7 mile of two-lane rural section and 0.3 mile of two-lane urban section along CTH “C” (Duluth Avenue) in the City of Sturgeon Bay.

The 0.3-mile section was severely deteriorated and had reached the end of its service life, and the 0.7-mile section was severely deteriorated and had drainage issues. A designated bike lane is now present along both sides of the roadway for both segments. Reconstruction services include excavation and grading; base aggregate dense; storm sewer system with a new outfall into the Sturgeon Bay shipping canal; HMA pavement; concrete curb and gutter; concrete sidewalk, pavement markings; and permanent signage.

Rehabilitation services include replacing the existing storm sewer system; adding concrete sidewalk along both sides of the roadway; milling off 2 inches of the existing asphalt roadway and placing 2 inches of new asphalt; pavement marking; and permanent signage.



### STH 28 (WASHINGTON AVENUE) ROADWAY RECONSTRUCTION, CITY OF SHEBOYGAN

**City contact:** Ryan Sazama, City of Sheboygan  
Engineer, 920.459.3485, ryan.sazama@sheboyganwi.  
gov

**WisDOT contact:** Paul Brauer, 920.366.1097, Paul.  
Brauer@dot.wi.gov

**Completion date:** 2016

This project involved construction services for the reconstruction of 0.5 mile along STH 28 (Washington Avenue) between Prange Road and Taylor Drive, along with reconstructing the ramps at the IH 43 interchange.

This multistage project required temporary traffic signals for five intersections, all within the project limits. This four-lane urban reconstruction project with numerous single/double turn lanes also included storm sewer, concrete sidewalk, concrete pavement, colored and stamped concrete, HMA pavement, park-n-ride rehabilitation, traffic signals, street lighting, five sign structures, box culvert rehabilitation, gravity block retaining wall, three separate detours, landscaping, and pavement markings.

Significant coordination was required with WisDOT, Sheboygan County, City of Sheboygan, City of Sheboygan Falls, Village of Kohler, and Town of Wilson.



## RESUMES

Construction can be chaotic. With so many moving pieces in the process – construction crews, property owners, administrative red tape – all it takes is one of those pieces not working properly to create major problems on the site and major headaches for you.

Ayres Associates can help you tame the chaos and lose the hassle. Our construction observation experts have a wealth of knowledge that we share and tap into internally – we’ve seen it all and are adept at recognizing problems before they arise so that we can have creative, workable solutions ready.

We understand that for your projects to run smoothly, communication is critical – with you, with the public, with contractors, and with utility companies and other agencies. We resolve issues quickly and decisively based on years of field smarts so that your project can continue forward seamlessly.

We have assigned an experienced team to your municipal construction projects, led by **Keith Nikolay, PE**, as senior construction site representative. Keith joined Ayres in 1997 as a transportation engineer. He has experience in highway and municipal projects, including highway, bridge, street, and storm sewer facilities. His responsibilities include state and county highway design, urban and rural street design, pavement design, storm sewer design, construction observation, and erosion control.

Keith’s areas of expertise include construction observation, state and county highway design, urban street design, and traffic engineering.



Additional team members include:

- Stephen Scharch, EIT, construction site representative II
- Brett Glaeser, construction site representative technician II
- TBD summer intern, construction site representative I
- Michael Payant, PE, QA/QC

Resumes for our primary team members are provided on the following pages.





**KEITH NIKOLAY, PE**  
**Senior Construction  
Site Representative**

*Registration*  
Registered Professional  
Engineer, WI, FL

*Education*  
BS, Civil Engineering, University  
of Wisconsin-Platteville, 1996

*Memberships*  
American Society of Civil  
Engineers  
Construction Management  
Association of America  
Wisconsin Society of  
Professional Engineers  
Wisconsin Transportation  
Builders Association

*Years of Experience*  
21

Keith works as a project manager and project engineer to complete transportation construction projects throughout Wisconsin. These projects range from simple rural and urban reconstruction projects to complex roadway and bridge projects. His experience as a project engineer on such a broad array of projects has provided him the understanding to keep projects moving forward and completed in accordance with the plans and specifications. Keith's ability to foresee plan discrepancies and utility conflicts helps avoid costly rework and project delays. He also is proactive in keeping all affected parties up to speed with work activities, specifically local municipalities that have vested dollars in the project and business owners who are directly affected by construction activities. Regular meetings and project progress emails have proved to be invaluable in keeping the public informed and complaints minimized.

### SELECT EXPERIENCE

- Walworth CTH "G" Bridge Replacement over Honey Creek, Village of East Troy
- STH 42 (Main Avenue) Rehabilitation from Miller Street to Duvall Street, City of Kewaunee
- Door CTH "C" (Duluth Avenue) Reconstruction from STH 42/57 to Elm Street, City of Sturgeon Bay
- STH 42 (Calumet Drive) Reconstruction from Main Avenue to 26th Street, City of Sheboygan
- STH 28 (Washington Avenue) Reconstruction from Prange Road to Taylor Drive, City of Sheboygan
- Waukesha – IH 43 Bridge Painting
- STH 23 Rehabilitation from CTH "UU" to Log Tavern Road, Fond du Lac County
- CTH "H" Bridge Rehabilitation Design and Construction, Kewaunee County
- STH 42/57 Rehabilitation from STH 57 to the Sturgeon Bay shipping canal, City of Sturgeon Bay
- STH 29 Rehabilitation from West County Line to CTH "J," Brown County
- Capitol Drive Reconstruction from Richmond Street to Oneida Street, Town of Grand Chute, Outagamie County



**STEPHEN SCHARCH, EIT**

**Construction  
Site Representative II**

*Registrations*  
Engineer-in-Training, WI, 2016

*Education*  
BS, Civil Engineering, University  
of Wisconsin-Platteville, 2015

Steve joined Ayres Associates in May 2015, bringing experience from two civil engineering internships. He focuses on projects for municipal clients, assisting project engineers with a wide range of civil engineering tasks. He works with project managers to create designs, engineering evaluations, site plan reports, studies, and specifications. He also participates in the project bidding process and provides on-site construction observation and administration.

### SELECT EXPERIENCE

- City of Green Bay Construction Inspection Services – The Preserve Subdivision
- City of Watertown Rock River Walkway Design
- City of Waukesha East Sunset Drive (Sunset View to Les Paul Parkway) Reconstruction
- Madison Metropolitan Sewerage District Capital City Trail Relocation
- Menomonee Falls – Staking & Construction Observation
- Menomonee Falls Main Street
- Mequon Cedar Ridge Stormwater Ponds Improvements
- Milwaukee County, City of Wauwatosa, Watertown Plank Road Bridge Rehabilitations
- Moorland Road, Construction Project, Muskego, (Woods Road to Janesville Road) Construction Services
- STH 158/Kenosha CTH “H” Roundabout Intersection
- Village of Menomonee Falls Garfield Drive Water Main Design



**BRETT GLAESER**

**Construction  
Site Representative II**

*Education*  
BS, Civil Engineering, Marquette  
University, 2017

Brett, who joined Ayres Associates in February 2017, provides construction inspection services and assists with the design of sanitary sewer, storm sewer, water main, and roadway reconstruction. Brett has experience working in the public and private sectors, including inspecting water main, sanitary sewer, storm sewer, and paving projects; designing concrete curb, gutter, and sidewalk projects in the field; developing construction review reports; communicating with contractors on the status of projects; using WinSLAMM software for stormwater management plans; and providing survey and staking on street projects. Brett worked for the City of Waukesha for 10 months as a co-op student, giving him a good understanding of the City’s roads and infrastructure.

### SELECT EXPERIENCE

- City of Waukesha 2017 Road Management, Pavement Assessment
- Green Bay Water Utility 2017 Construction Services
- Madison Metropolitan Sewerage District Capital City Trail Relocation
- Menomonee Falls – Staking & Construction Observation
- Menomonee Falls Main Street
- Village of Menomonee Falls Garfield Drive Water Main Design

And, through prior employment:

- City of Pewaukee Road Program – Five Fields Subdivision Construction
- City of Oconomowoc Road Program – Silver Lake Street Improvements Construction
- City of Columbus Highland Ridge Subdivision Construction



## PROPOSED FIXED HOURLY RATES

	<b>AYRES ASSOCIATES N17 W24222 RIVERWOOD DRIVE, SUITE 310 WAUKESHA, WI 53188-1132 PHONE: 262.523.4488 CONTACT: MIKE PAYANT, PE</b>	<b>AYRES ASSOCIATES N17 W24222 RIVERWOOD DRIVE, SUITE 310 WAUKESHA, WI 53188-1132 PHONE: 262.523.4488 CONTACT: MIKE PAYANT, PE</b>
<b>POSITION</b>	<b>2019 HOURLY RATE</b>	<b>2020 HOURLY RATE</b>
<b>Sr CSR Technician</b> (Keith Nikolay)	\$154	\$162
<b>CSR Technician II</b> (Steven Scharch) (Brett Glaeser)	\$88	\$93
<b>CSR Technician I</b> (TBD Summer Intern)	\$66	\$70

\*Normal work hours are between 7 a.m. to 5 p.m. If work continues past 5 p.m. payment will be made at the rate quoted for normal work hours. If work continues overnight or weekends, payment will be made at the same rate quoted for normal hours.

