

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

CITY OF RACINE (MUNICIPALITY)

AND BAXTER & WOODMAN, INC. (CONSULTANT) FOR

*2703-08-01
South Memorial Drive
Durand Avenue to 17th Street
Local Street
Racine County*

This CONTRACT made and entered into by and between the DEPARTMENT ,MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in *a November 28, 2023 letter request for letters of interest and statement of qualifications from consultants for preparing plans and specifications for resurfacing of South Memorial Drive – Durand Ave. to 17th Street and all field surveys, materials information gathering, necessary reports, and any other data collection needed to prepare complete plans and specifications for the resurfacing, and prepare a right-of-way plat for temporary limited easements and/or fees where required for grading and ADA crosswalk ramps.* This Qualification Based Selection was made based on the CONSULTANT’S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: *Michael Baird, PE; Local Program Project Manager; WisDOT DTSD, SE Region, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798; Michael.Baird@dot.wi.gov; (262) 548-5918.*

The MUNICIPALITY REPRESENTATIVE is: *Ara Molitor, PE; City Engineer; City Hall, 730 Washington Ave., Racine, WI 53403; ara.molitor@cityofracine.org; (262) 636-9121.*

The CONSULTANT REPRESENTATIVE is: *David S. Hemmerich, PE; Associate Vice President; Baxter & Woodman, Inc., 256 S. Pine Street, Burlington, WI 53105; dhemmerich@baxterwoodman.com; (815) 444-3207.*

The CONSULTANT SERVICES will be performed for the DEPARTMENT's *Southeast Region* office located in Waukesha, WI and will be completed by *May 1, 2026*. Deliver PROJECT DOCUMENTS to *WisDOT DTSD, SE Region, PO Box 798, Waukesha, WI 53187-0798*, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT MUNICIPALITY

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

A. Prime Consultant Basis of Payment

Actual Cost Plus Fixed Fee:

For all contract services except archaeological and architecture history investigations and geotechnical investigations, actual costs to the CONSULTANT up to \$ 211,343.39, plus a fixed fee of \$ 16,006.11, not to exceed \$227,349.50.

B. Subcontract Basis of Payment 1st Tier Subconsultants

Actual Cost Plus Fixed Fee 1st Tier Subconsultant 1:

For archaeological and architecture history investigations subcontracted to *The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee* the CONSULTANT'S actual cost to *The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee* based on *The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee's* actual cost up to \$10,001.22 plus fixed fee of \$ 0.00 not to exceed \$10,001.22.

Cost per Unit 1st tier Subconsultant 2:

For geotechnical investigations subcontracted to *Terracon Consultants, Inc.*, the CONSULTANT'S actual cost to *Terracon Consultants, Inc.* not to exceed \$8,600.00 for units delivered based on rates in the table below.

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Standard Auger Borings, 3 borings to 15 feet	1	Each	\$2,500	\$2,500
Permit Administration / Traffic Control Plans / Coordination / Boring Layout / Diggers Hotline	1	Each	\$2,600	\$2,600
Lab Testing	1	Each	\$500	\$500
Report / Project Management	1	Each	\$3,000	\$3,000

C. Total Contract

Total contract not to exceed \$ 245,950.72.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ 245,950.72.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

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

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

For the CONSULTANT

By: _____

Title: _____

Date: _____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

	Page
I. DEFINITIONS	2
II. SCOPE OF SERVICES	3
A. General.....	3
B. Control and Authority	4
C. Services to be Performed by the CONSULTANT	4
D. Agency Coordination.....	4
III. PROSECUTION AND PROGRESS	5
A. Start of SERVICES	5
B. Progress	5
C. Completion of SERVICES	5
D. Delays and Extensions.....	5
E. Termination of CONTRACT.....	5
F. Subletting or Assignment of CONTRACT	6
IV. BASIS OF PAYMENT	6
A. General.....	6
B. SERVICE Orders, Extra SERVICES, or Decreased SERVICES.....	7
C. Errors and Omissions	7
V. MISCELLANEOUS PROVISIONS	7
A. Professional Practice.....	7
B. Ownership of Document.....	7
C. Legal Relations	7
D. Prevailing Wage Rate	7
E. Nondiscrimination in Employment	7
F. Federal Requirements for Disadvantaged Business Program	8
G. Equal Opportunity Employment	9
H. Implementation of Clean Air and Clean Water Act	10
I. Conflict of Interest	10
J. Certification Regarding Lobbying.....	10
K. Contingent Fees	11
L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – All Covered Transactions.....	11
M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.....	12
N. Insurance Requirements	12
O. Choice of Law	12
P. Choice of Forum.....	12
Q. Entire Agreement.....	12
R. Severability.....	13
VI. Attachments	14
A. Insurance Table.....	14
B. Special Provisions.....	14

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

I. DEFINITIONS

- A. AUTHORIZATION: written direction from the DEPARTMENT to the CONSULTANT to proceed; it references this CONTRACT, the specific SERVICES to be performed and the DEPARTMENT PROJECT ID to which costs will be charged.
- B. CONSTRUCTION CONTRACT: agreement between the DEPARTMENT and a CONTRACTOR setting forth the obligations of the parties to the CONSTRUCTION CONTRACT, including, but not limited to, performance of the WORK, furnishing of labor and materials and basis of payment.
- C. CONSULTANT: individual, partnership, joint venture, corporation or agency undertaking the performance of the SERVICES designated under the terms of the CONTRACT and acting directly or through a duly authorized representative.
- D. CONSULTANT REPRESENTATIVE: employee designated by the CONSULTANT to act as liaison between the CONSULTANT and the DEPARTMENT or MUNICIPALITY
- E. CONTRACT: agreement between the DEPARTMENT and a CONSULTANT setting forth the obligations of the parties to the CONTRACT, including, but not limited to, these standard provisions, performance of the SERVICES, furnishing of labor and materials and basis of payment. The CONTRACT type may be a MASTER CONTRACT, which will include SERVICES to be provided under a WORK ORDER.
- F. CONTRACT AMENDMENT: agreement between the DEPARTMENT and a CONSULTANT setting forth the change in SERVICES from the original contract. The change in compensation, fixed fee and completion date, if any, shall be agreed upon by the DEPARTMENT and the CONSULTANT.
- G. CONTRACTOR: individual, partnership, joint venture, corporation or agency undertaking the performance of the WORK designated under the terms of a CONSTRUCTION CONTRACT and acting directly or through a duly authorized representative.
- H. DEPARTMENT: Wisconsin Department of Transportation.
- I. DEPARTMENT REPRESENTATIVE: employee of the DEPARTMENT in immediate charge of this CONTRACT and designated to act as liaison between the DEPARTMENT and the CONSULTANT
- J. FHWA: Federal Highway Administration.
- K. MANUALS: DEPARTMENT'S Construction and Materials Manual (CMM); Finals Process for Let Project Closeout; Facilities Development Manual (FDM); LRFD Bridge Manual (BM); and Standard Specifications for Highway and Structure Construction (Standard Specifications,) and materials referenced in those manuals.
- L. MASTER CONTRACT: a type of CONTRACT under which WORK ORDERS are issued.
- M. MUNICIPALITY: city, village, town, or county.
- N. MUNICIPALITY REPRESENTATIVE: employee of the MUNICIPALITY in immediate charge of this CONTRACT and designated to act as liaison between the MUNICIPALITY and the CONSULTANT.
- O. PROJECT: specific section of highway proposed for improvement by the DEPARTMENT or MUNICIPALITY in this CONTRACT. Each PROJECT or other described activity has a unique project ID.
- P. PROJECT DOCUMENTS: all materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product or other information of any type created by the CONSULTANT for the DEPARTMENT under this CONTRACT.
- Q. SERVICES: engineering or other services, labor, equipment, and materials furnished by the CONSULTANT in accordance with this CONTRACT.
- R. WORK: The furnishing of all labor, materials, equipment, and incidentals and the performing of all tasks needed to complete the project or a specific part of the project as specified in the CONSTRUCTION CONTRACT, together with the fulfillment of all associated obligations and duties required under the CONSTRUCTION CONTRACT.
- S. WORK ORDER: a type of CONTRACT issued under the terms of a MASTER CONTRACT.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

II. SCOPE OF SERVICES

A. General

1. Active Voice

- a. The DEPARTMENT defines the CONSULTANT and DEPARTMENT responsibilities within the contract documents in one of the following ways:
 - (1) Taken in context, the contract language makes the responsible party clear.
 - (2) Direct commands are written to the CONSULTANT in the active voice-imperative mood.
 - b. If the CONSULTANT thinks the responsibility for an action under the CONTRACT is unclear or given to the wrong party, the CONSULTANT will seek clarification from the DEPARTMENT.
 - c. Sentences directing the CONSULTANT to perform SERVICES are written in the active voice-imperative mood. These CONSULTANT directions are written as commands. For example, the basic requirement to perform the CONTRACT SERVICES would be expressed as, "Furnish all SERVICES to accomplish this CONTRACT," rather than "The CONSULTANT shall furnish all SERVICES to accomplish this CONTRACT". In the imperative mood, the subject "the CONSULTANT" is understood.
 - d. Requirements to be performed by others are written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, "The DEPARTMENT will provide manuals, guides, written instructions and other information and data necessary to enable the CONSULTANT to perform the SERVICES to the same standards required of the DEPARTMENT'S personnel." Certain requirements of the CONSULTANT may also be written in the active voice, rather than the active voice-imperative mood, if the sentence includes requirements for others in addition to the CONSULTANT. For example, a sentence that involves action by both the CONSULTANT and the DEPARTMENT would be expressed, "At the request of the DEPARTMENT, the CONSULTANT shall furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES."
 - e. Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in neither the active voice nor the imperative mood. These types of sentences that describe a condition use verbs requiring no action. For example, "The DEPARTMENT REPRESENTATIVE is identified in the CONTRACT."
2. Perform all SERVICES consistent with applicable standards and requirements contained in the MANUALS. Revisions to the MANUALS made subsequent to the execution of this CONTRACT will be considered as orders defined in (IV)(B)(1.)
 3. Furnish all SERVICES, materials, equipment, supplies, and incidentals other than those designated in writing to be furnished by the DEPARTMENT or MUNICIPALITY and check or test them prior to use.
 4. The DEPARTMENT and FHWA may participate in all conferences and reviews.
 5. Confer with the DEPARTMENT and prepare and present such information and studies pertinent or requested by the DEPARTMENT to enable it to reasonably pass judgment on the features of the SERVICES. The CONSULTANT shall make such changes or revisions to the SERVICES required by the DEPARTMENT.
 6. The DEPARTMENT and MUNICIPALITY reserve the right to select the alternative to be used and may request additional alternatives be studied.
 7. At the request of the DEPARTMENT or MUNICIPALITY furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

8. This CONTRACT serves as a permit under sec. 86.07(2), Wis. Stats., for the CONSULTANT to perform the SERVICES on property under the jurisdiction of the DEPARTMENT or MUNICIPALITY, unless a separate permit is required by the DEPARTMENT or MUNICIPALITY REPRESENTATIVE. The CONSULTANT is an authorized representative of the DEPARTMENT or MUNICIPALITY for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to perform the SERVICES.
9. The SERVICES under this CONTRACT are subject to review and approval by the DEPARTMENT at those appropriate steps defined in detail in the MANUALS.
- B. Control and Authority
 1. DEPARTMENT
 - (1) The DEPARTMENT REPRESENTATIVE is identified in this CONTRACT and will monitor CONSULTANT compliance with the CONTRACT.
- C. SERVICES to be Performed by the CONSULTANT
 1. Perform field operations in accordance with Occupational Safety and Health Administration (OSHA) regulations and accepted professional practice.
 2. Design Reports
 - a. Prepare and submit a Design Study Report as set forth in the MANUALS.
 3. Environmental Documentation
 - a. Assess the probable environmental impacts of the PROJECT as described in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Recommend the appropriate level of environmental documentation to the MUNICIPALITY.
Upon the MUNICIPALITY's concurrence of the level of environmental documentation, prepare the appropriate environmental documentation.
 4. Railroad and Utility Coordination
 - a. Arrange for applicable utility and railroad coordination as set forth in the MANUALS.
 - b. Provide necessary information to allow the DEPARTMENT or MUNICIPALITY to negotiate utility and railroad agreements.
 5. Surveys
 - a. Make surveys to accomplish the SERVICES in accordance with the MANUALS.
 - b. Surveys shall be tied into the coordinate system as specified in the Special Provisions.
 6. Soils and Subsurface Investigation
 - a. Prepare a Soils Report(s) in accordance with the MANUALS.
 - b. Recommend additional subsurface SERVICES, if warranted.
 7. Public Involvement
 - a. Prepare a Public Involvement Plan according to the MANUALS.
 - b. Maintain a log of public and agency involvement activities.
 - c. Assist the DEPARTMENT in answering all questions received from the general public.
 8. Schedule and attend meetings and conferences as required in the Special Provisions.
 9. Prepare the Plans, Specifications, and Estimates (P.S. & E.) as specified in the MANUALS.
 10. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring changes or revisions in accepted SERVICES.
- D. Agency Coordination
 1. General
 - a. Consult with applicable affected local, state, and federal agencies and supply them with the necessary information according to the MANUALS.
 - b. Contact with the FHWA shall be only through the DEPARTMENT.
 2. Prepare necessary permit applications according to the MANUALS.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

III. PROSECUTION AND PROGRESS

A. Start of Services

1. Commence SERVICES upon AUTHORIZATION from the MUNICIPALITY.
2. The DEPARTMENT and MUNICIPALITY will not be liable for payment for SERVICES performed without AUTHORIZATION.

B. Progress

1. Prepare progress reports documenting the SERVICES performed to date.

C. Completion of Services

1. Notify the DEPARTMENT when the SERVICES have been completed.
2. The DEPARTMENT will notify the CONSULTANT of the formal acceptance of the completed SERVICES.

D. Delays and Extensions

1. The DEPARTMENT may extend the time for completion, with a CONTRACT AMENDMENT, in the event of an excusable non-compensable delay as defined in the Standard Specifications.
2. Prior to completion of the CONTRACT, request, if desired, a CONTRACT AMENDMENT for an excusable delay.

E. Termination of Contract

1. Termination for Cause – Default

- a. The DEPARTMENT may terminate this CONTRACT, in whole or in part, upon default by CONSULTANT, including:
 - (1) Failing to begin the SERVICES under the CONTRACT within the time specified.
 - (2) Failing to perform the SERVICES with sufficient workers, equipment, or materials to complete the SERVICES within the specified time.
 - (3) Failing to complete the CONTRACT within the CONTRACT time specified, as extended by the DEPARTMENT.
 - (4) Performing the SERVICES unsuitably, or not obeying a DEPARTMENT directive to remove and replace or otherwise correct unacceptable SERVICES.
 - (5) Discontinuing the prosecution of the SERVICES before completion without the DEPARTMENT'S permission.
 - (6) Failing to resume SERVICES that the DEPARTMENT discontinued within a reasonable time after notice to do so.
 - (7) Insolvency or bankruptcy, or committing an act of bankruptcy or insolvency.
 - (8) Allowing a final judgment against the CONSULTANT to stand unsatisfied for a period of 48 hours.
 - (9) Making an assignment for the benefit of creditors.
 - (10) Failing to comply with the provisions of the CONTRACT.
 - (11) Failing to acquire or maintain the required insurance.
 - (12) Failing to perform the SERVICES in an acceptable manner.
- b. The DEPARTMENT will notify CONSULTANT in writing of a default condition specifying the default and the action required. If the CONSULTANT, within a period of 10 calendar days of the notice, fails to proceed satisfactorily in compliance therewith, the DEPARTMENT then has full power and authority to take the performance of SERVICES out of the hands of the CONSULTANT; to use all suitable materials and equipment on the project; or to enter into CONTRACT, or use other methods that the DEPARTMENT requires to perform the SERVICES.
- c. If the DEPARTMENT takes over or reassigns the incomplete SERVICES (III)(E)(a), the DEPARTMENT will deduct all additional costs and damages and the costs and charges of completing the SERVICES under CONTRACT from payments due the CONSULTANT. If that total exceeds the sum that would have been payable under the CONTRACT, the

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

DEPARTMENT will consider the CONSULTANT liable, and the CONSULTANT shall pay the excess sum to the DEPARTMENT.

- d. The DEPARTMENT will not relieve the CONSULTANT of the liability for the assessment of liquidated damages because of the CONSULTANT'S default.
 - e. The rights and remedies of the DEPARTMENT are in addition to all other rights and remedies provided by law or under the CONTRACT.
2. Termination for Convenience
- a. The DEPARTMENT may terminate the CONTRACT in whole or in part after determining that termination is in the DEPARTMENT'S or the public interest.
 - b. The DEPARTMENT will deliver to the CONSULTANT a termination notice specifying the extent of termination and the effective date.
 - c. Upon receipt of a termination notice, do not proceed with the affected SERVICES unless directed to do so in that notice. Complete all SERVICES specified in the termination notice. The DEPARTMENT reserves the right to declare in default a CONSULTANT who does not carry out the conditions of a termination for convenience.
 - d. If the DEPARTMENT orders termination of the CONTRACT for convenience, the CONSULTANT shall be paid for the SERVICES rendered, an amount bearing the same ratio to the total CONTRACT amount as the amount of SERVICES completed or partially completed and delivered to the DEPARTMENT bears to the total amount of SERVICES provided for herein, as a CONTRACT AMENDMENT.
 - e. If the DEPARTMENT directs, the CONSULTANT shall promptly remove equipment and supplies from the project site or other DEPARTMENT property. If the CONSULTANT does not remove the equipment and supplies as directed, the DEPARTMENT may do so at the CONSULTANT'S expense.
 - f. The DEPARTMENT will not relieve the CONSULTANT of contractual responsibilities for the SERVICES performed and SERVICES completed.
- F. Subletting or Assignment of Contract
1. Obtain approval to sublet or assign any part of this CONTRACT.
 2. Perform SERVICES amounting to at least one-half of the original CONTRACT amount.
 3. Retain full responsibility for the fulfillment of the CONTRACT.
- IV. BASIS OF PAYMENT
- A. General
1. The CONSULTANT will be paid for the performed and approved SERVICES under this CONTRACT.
 2. Reimbursement for costs will be limited to those which are allowable under 48 CFR Part 31 and by DEPARTMENT policy.
 3. Submit invoices for the SERVICES performed to date. The final invoice shall be submitted within three months of completion of SERVICES.
 4. Submit a separate invoice and a separate final invoice for each individual PROJECT.
 5. Payment does not constitute acceptance of unsatisfactory or defective SERVICES.
 6. The DEPARTMENT has the equitable right to set off against any sum due and payable to CONSULTANT under this CONTRACT, any amount the DEPARTMENT determines the CONSULTANT owes the DEPARTMENT, whether arising under this CONTRACT or under any other CONTRACT.
 7. Maintain and make available all records pertaining to all costs incurred for inspection by the DEPARTMENT, the FHWA, and the Comptroller General of the United States for three years following the final payment.
 8. Compensation will not exceed the total CONTRACT amount unless authorized by a CONTRACT AMENDMENT.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

9. Compensation will not be allowed for improper CONSULTANT performance.
 10. Pay subconsultants within 10 business days of receipt of a payment for SERVICES performed.
- B. SERVICE Orders, Additional SERVICES, or Decreased SERVICES
1. The DEPARTMENT may give orders regarding the SERVICES including additional SERVICES or the elimination of required SERVICES until the CONTRACT is terminated.
 - a. If the order will not increase or decrease SERVICES, there is no change to the CONTRACT amount.
 - b. The CONSULTANT must notify the DEPARTMENT if extra compensation is desired for the SERVICES in (IV)(B)(1)(a).
 - c. If the order will increase or decrease SERVICES the DEPARTMENT and the CONSULTANT will negotiate adjustments to the CONTRACT amount and submit a CONTRACT AMENDMENT.
- C. Errors and Omissions
1. Be responsible for the accuracy of the SERVICES, and promptly make necessary revisions to its SERVICES resulting from its negligent acts, errors, or omissions without additional compensation.
 2. Give immediate attention to these revisions to prevent or minimize delay to any PROJECT.
 3. Be responsible to the DEPARTMENT for any losses to or costs to repair or remedy as a result of negligent acts, errors or omissions.
 4. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring revisions in the SERVICES necessary to correct errors or omissions.
- V. MISCELLANEOUS PROVISIONS
- A. Professional Practice
1. Perform all SERVICES consistent with generally accepted professional practice.
- B. Ownership of Documents
1. The DEPARTMENT is owner of all PROJECT DOCUMENTS.
 2. Deliver all PROJECT DOCUMENTS within 10 business days of request or completion of CONTRACT.
 3. The DEPARTMENT'S reuse of PROJECT DOCUMENTS other than for the intended PROJECT shall be at the sole risk of the DEPARTMENT.
- C. Legal Relations
1. Comply with and observe applicable federal, state, and local laws, ordinances, and regulations in effect at the time the SERVICES are performed.
 2. Indemnify the DEPARTMENT and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence in performance of the SERVICES, errors, omissions and/or noncompliance with any applicable federal, state or local laws.
 3. Be responsible for all damages to property or persons arising out of negligent act, error and/or omission.
- D. Prevailing Wage Rate
1. Sec. 103.50, Wis. Stats., the Wisconsin prevailing wage rate law, does not apply.
- E. Nondiscrimination in Employment
1. In connection with the performance of Services under this CONTRACT, the CONSULTANT, for itself, its assignees, and successors in interest, agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute Section 51.01(5), sexual orientation as defined in Wisconsin Statute Section 111.32(13m), or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the CONSULTANT further agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT, setting forth the provisions of this nondiscrimination clause.

2. The CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following "Acts" and "Regulations," respectively, relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this CONTRACT; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 CFR Part 21; and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
 - b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 - c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex).
 - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

- I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
 3. The CONSULTANT, with regard to the SERVICES performed by it during the CONTRACT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 4. In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for SERVICES to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 5. The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the DEPARTMENT or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
 6. In the event of the CONSULTANT'S noncompliance with the Non-discrimination provisions of this CONTRACT, the DEPARTMENT will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending the CONTRACT, in whole or in part.
 7. The CONSULTANT will include the provisions of paragraphs one through seven of this Section V.E. entitled "Nondiscrimination in Employment" in every subcontract, including procurements of materials and leases of equipment, unless exempt under Wisconsin law or by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the DEPARTMENT to enter into any litigation to protect the interests of the State. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.
- F. Federal Requirements for Disadvantaged Business Program
1. Disadvantaged Businesses Enterprises (DBE) as defined in 49 CFR Part 26 and federal law shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements 49 CFR Part 26 and federal law apply to this CONTRACT (and any WORK ORDER) only when they are federally funded.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

2. When any portion of this CONTRACT is federally funded and Federal law in effect at the time this CONTRACT is executed authorizes and requires it, the CONSULTANT agrees to ensure that DBE'S have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. Take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT (or any WORK ORDER) by the DEPARTMENT or other such remedy as the DEPARTMENT deems appropriate.
 3. When this CONTRACT is federally funded, identify, by name, the DBE'S whose utilization is intended to satisfy this provision, the items of SERVICES involved, and the dollar amounts of such items of SERVICES.
 4. When this CONTRACT is federally funded, maintain records and document its performance under this item.
- G. Equal Employment Opportunity (All Contracts Exceeding \$10,000)
During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:
1. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 2. The CONSULTANT shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
 3. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the DEPARTMENT, FHWA, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 4. The CONSULTANT shall include the provisions of this Section V.G. entitled "Equal Employment Opportunity" in every subcontract in excess of \$10,000.
- H. Implementation of Clean Air Act and Clean Water Act (All Contracts Exceeding \$10,000)
1. Stipulate that any facility to be utilized in the performance of this CONTRACT, unless such CONTRACT is exempt under the Clean Air Act and under the Clean Water Act is not listed, on the date of CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
 2. Comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed therein.
 3. Notify the DEPARTMENT (or MUNICIPALITY, in the case of a three-party contract) and the U.S. EPA Assistance Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this CONTRACT is under consideration to be listed on the EPA List of Violating Facilities.
 4. Include the provisions (V)(H) in every nonexempt subcontract.
- I. Conflict of Interest
1. Warrant that neither it nor any of its affiliates have any financial or personal interest that would conflict in any manner with the performance of the SERVICES, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

2. Warrant that it will not employ for any SERVICES any person who is employed by the DEPARTMENT at the time of execution or during the life of this contract without prior written approval from the DEPARTMENT.
3. Warrant that it will immediately notify the DEPARTMENT if any actual or potential conflict of interest arises or becomes known. Upon receipt of such notification a DEPARTMENT review and approval is required to continue to perform SERVICES under this CONTRACT.

J. Certification Regarding Lobbying

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit standard form-LOLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K. Contingent Fees

1. Warrant that only employee(s) working solely for the CONSULTANT solicited or secured this CONTRACT (or any WORK ORDERS), and that any fees, commissions, percentages, brokerage fees, gifts, or any other considerations, contingent upon or resulting from the award or making of this CONTRACT (or any WORK ORDER) will be given only to employee(s) working solely for the CONSULTANT.
2. For breach or violation of this warranty, the DEPARTMENT may terminate this CONTRACT without liability, or deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-All Covered Transactions

1. For purposes of this section, "proposal" means this entire CONTRACT when signed and submitted by CONSULTANT to the DEPARTMENT before execution by the DEPARTMENT.
 - a. Instructions for Certification
 - (1) Signing and submitting this proposal provides the certification set out in section (V)(L)(1)(b) below.
 - (2) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this provision, have

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Chapter Trans 504 Wis. Admin. Code.

- (3) Include (V)(L) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—All Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - (4) Submit an explanation for the inability to provide the certification set out in (V)(L)(1)(b) below. The DEPARTMENT will determine if the explanation is sufficient to enter into this transaction. Failure to furnish a certification or explanation will exclude participation in this transaction.
 - (5) The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT determined to enter into this transaction. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification the DEPARTMENT may pursue all available remedies.
 - (6) Provide immediate written notice to the DEPARTMENT if at any time the CONSULTANT learns that its certification was invalid when submitted or has become invalid by reason of changed circumstances.
 - (7) Will not enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction without written notice by the DEPARTMENT. The DEPARTMENT may pursue all available remedies for failure to obtain this written notice.
- b. The CONSULTANT certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the DEPARTMENT, under Chapter Trans 504 Wis. Admin. Code or any federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (3) Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in section (V)(L)(1)(b)(2) above; and
 - (4) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions
1. Certify that all grantees or subcontractors, also known as lower tier participants as that term is used in 49CFR Part 29 have certified in writing that neither they nor their principals are currently debarred, suspended or proposed for debarment, have been declared ineligible or have voluntarily been excluded from participation in this or any other Federal, State or local transaction by any Federal, State or local department agency or official.
- N. Insurance Requirements
1. Maintain the following types and limits of commercial insurance in force until such time as all SERVICES under or incidentals to the CONTRACT have been completed.
(See Insurance Table, VI Attachment A)

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

2. Furnish an Insurance Certificate, (or Certificates) showing the CONSULTANT is covered by the required types and amounts of insurance to the DEPARTMENT prior to the performance of any SERVICES under this CONTRACT.
 3. A 60 day notice of cancellation or change in coverage will be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A - or better. The DEPARTMENT reserves the right to require other coverage and limits as described in the Special Provisions of this CONTRACT.
 4. The insurance requirements shall apply with equal force whether the SERVICES under this CONTRACT is performed by the CONSULTANT, a subcontractor of the CONSULTANT, or by any entity employed directly or indirectly by either party.
 5. Exceptions to the insurance requirements require approval from the DEPARTMENT. The approval must be reflected in the Special Provisions of the CONTRACT.
- O. Choice of Law and Sovereign Immunity
1. The CONTRACT shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin.
 2. Nothing in this CONTRACT shall be deemed as a waiver of the State's sovereign immunity consistent with Wisconsin law.
 3. Non-Appropriation of Funds. With respect to any payment required to be made by DEPARTMENT under this CONTRACT, the parties acknowledge DEPARTMENT'S authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either CONSULTANT or DEPARTMENT may terminate this CONTRACT after providing not less than thirty (30) days notice to the other party.
- P. Choice of Forum
1. Any dispute arising out of or related to this CONTRACT shall be brought solely and exclusively in front of the State and Federal courts of Dane County, Wisconsin.
- Q. Entire Agreement
1. This CONTRACT and its attachments contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.
- R. Severability
1. The invalidity or unenforceability of any provisions of this CONTRACT shall not affect the validity or enforceability of any other provision of this CONTRACT, which shall remain in full force and effect.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

VI. Attachment A. Insurance Table

Type of Insurance	Minimum Limits required *
(a) Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.	\$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.
(b) Worker's Compensation and Employer's Liability Insurance	Worker's Compensation: Statutory Limits Employer's Liability: Bodily Injury by Accident - \$100,000 Each Accident Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee
(c) Commercial Automobile Liability Insurance; shall cover all CONSULTANT owned, non-owned and hired vehicles used in carrying out the contract.	\$1 Million - Combined Single Limits per occurrence
(d) Architect [sic] and Engineer [sic] Professional Liability Insurance **	\$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of \$1 Million

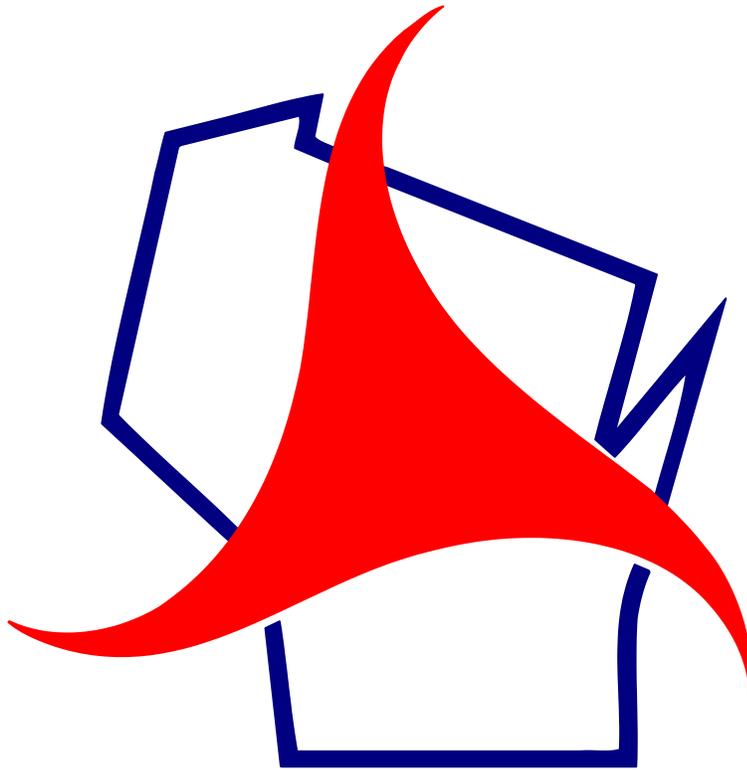
* These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.

**This insurance requirement applies only to engineering services and is waived for non-engineering services. Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.

Attachment B. Special Provisions

Insert Special Provisions

**Three-Party Design Contract Special Provisions
ID 2703-08-01
City of Racine, South Memorial Drive
Durand Avenue to 17th Street
Local Street
Racine County**



*January 03, 2017
Project Specific Revisions: March 21, 2024*

SCOPE OF SERVICES 1

- A. DESIGN REPORTS 1
- B. ENVIRONMENTAL DOCUMENTATION 2
- C. AGENCY COORDINATION 3
- D. RAILROAD/ UTILITY INVOLVEMENTS 4
- E. PUBLIC INVOLVEMENT 5
- F. MEETINGS 6
- G. LOCATING 6
- H. SURVEYS 6
- I. SOILS AND SUBSURFACE INVESTIGATIONS 8
- J. ROAD PLANS 8
- K. STRUCTURE PLANS 9
- L. PLATS 9
- M. HIGHWAY SYSTEM CHANGES 10
- N. TRAFFIC 10
- O. PROJECT MANAGEMENT 11
- P. SERVICES PROVIDED BY THE MUNICIPALITY 11

PROSECUTION AND PROGRESS 11

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Request for Exceptions to Design Standards

If needed, prepare a request for exception(s) to design standards in accordance with the MANUAL. Three copies of the request shall be submitted to the DEPARTMENT for approval.

(2) Encroachment Report

Prepare an encroachment report as directed by the MUNICIPALITY. Submit three copies to the MUNICIPALITY for approval.

(3) Pavement Type Selection Memo:

Prepare an asphaltic pavement overlay design for the pavement, meeting City standards, prepare a technical memo, and incorporate into the Design Study Report. A full or abbreviated Pavement Type Selection Report will not be required.

(4) Perpetuation Design Study Report:

Prepare a Perpetuation Design Study Report (DSR) in accordance with the MANUAL.

(5) Public Involvement Plan:

Prepare a Local Roads Public Involvement Plan (PIP) in accordance with the MANUAL.

(6) Transportation Management Plan:

Prepare a Type 2 Transportation Management Plan (TMP) in accordance with the MANUAL.

(7) Bicycle/Pedestrian Memo:

Prepare a Bicycle and Pedestrian Memorandum in accordance with the MANUAL at the direction of the DEPARTMENT's Regional Multimodal Planner for attachment to the DSR.

B. ENVIRONMENTAL DOCUMENTATION

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

Prepare a Categorical Exclusion Checklist (CEC) environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

- (1) Historical and Archaeological Surveys and Studies:
 - (a) Project may not meet eligibility requirements for the DEPARTMENT's Screening List due to anticipated ground disturbance and real estate needs.
 - (b) Identify the Area of Potential Effect (APE) for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.
 - (c) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
 - (d) Prepare documentation for the determination of No Adverse Effects as appropriate. Prepare relevant portions of the Section 106 Form Documentation for Consultation in accordance with the MANUAL and in consultation with the SHPO and DEPARTMENT Cultural Resources Team (CRT). When appropriate, Native Americans will also be included in the consultation process.
 - (e) If any impacts to culturally significant properties are determined to warrant further studies, coordination, or mitigation measures, these will be considered "extra services."

(2) Noise Analysis:

The PROJECT is not adding lanes and is following the existing alignment; therefore, Noise Analysis is not required.

(3) Air Quality:

The PROJECT is not anticipated to have a significant impact on air quality; therefore, Air Quality analysis is not required.

(4) Hazardous Materials/Contamination Assessments

(a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.

(b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.

(c) If a Phase 2 investigation is required, the DEPARTMENT may conduct such studies on the MUNICIPALITY's behalf. If Phase 2 or further phases are required to be conducted by the CONSULTANT, these will be considered "extra services."

(d) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

(2) Section 404, 9, and 10 Permits:

The project does not involve a waterway or wetlands; therefore Section 404, 9, and 10 permits are not required.

(3) Coordinate with the following agencies:

(a) United States Fish and Wildlife

(b) Wisconsin Department of Natural Resources (DNR)

- (c) Native American Tribes – CONSULTANT to prepare notification letter and submit to the DEPARTMENT for email notification by the DEPARTMENT.
- (d) WisDOT Bureau of Aeronautics (Webmap tool)
- (e) City of Racine Transit Services (dba Ryde Racine)
- (f) City of Racine Wastewater Utility
- (g) City of Racine Water Utility

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements
 - a) Conduct initial railroad coordination, including direct contract with the railroad and collaborate with the Regional Railroad Coordinator.
 - b) Prepare and Coordinate railroad submittal package for at Grade Crossing in accordance with the MANUAL and the Regional Railroad Coordinator.
 - c) Conduct one railroad coordination meeting.
 - d) Coordinate railroad letter agreement through the Regional Railroad Coordinator.
 - e) Completing the OCR process is NOT included, including preparing a petition, all statements and documentation and present testimony at proceedings before the Office of the Commissioner of Transportation, but can be added as “Extra Services” if this becomes necessary.

- (2) Utility Coordination

Perform all utility coordination in accordance with:

 - a) The MANUAL
 - b) TRANS 220, as applicable (this is a Non-TRANS 220 project)
 - c) The WisDOT “Guide to Utility Coordination”
 - d) The “Utility Coordination Task List for Design Consultant Contracts” as agreed upon February 23, 2024.
(date)

- (3) The CONSULTANT will prepare a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist with utility coordination. Verify and update the list.

- (4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

- (5) The CONSULTANT will show horizontal location of utilities on PROJECT plan sheets based on best available information provided by utilities via field markings, utility-supplied as-built plans or atlas maps, and verification through the coordination process. Unless otherwise verified by the utility owner, vertical location (depth) of buried utilities is generally unknown at the time of design and depths cannot be provided. The CONSULTANT cannot be held responsible for any errors or

omissions in utility-provided information nor failure of the utility to disclose or verify locations of their facilities within the PROJECT limits.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Meetings:

- (a) Conduct or assist the MUNICIPALITY in holding *two* public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
 - i. The first public involvement meeting will be held during preliminary design between the 30% and 60% plans and documented in the environmental document.
 - ii. The second public meeting will be held after final PSE and prior to construction.
- (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
- (c) Prepare a summary report after the public involvement meeting(s).
- (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
- (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
- (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

(2) Project Mailings:

Prepare a pre-formatted database in Microsoft Access 7.0 or other appropriate format for project mailings, newsletters, or any contact lists. The MUNICIPALITY will supply the format on disk or by electronic mail for the CONSULTANT.

F. MEETINGS

- (1) Attend or hold an Operational Planning Meeting around the time of the 30% Plan submittal to discuss the organization and processing of the Services under this CONTRACT and review 30% plan.
- (2) No meeting(s) required to be held with local officials prior to the Public Informational Meeting(s).
- (3) No Plan Review meeting at 60% plan submittal. 60% Plan review will be done over email correspondence between the DEPARTMENT, the MUNICIPALITY, and the CONSULTANT.
- (4) A Final (90%) Plan Review (virtual) Meeting with the MUNICIPALITY and the DEPARTMENT shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (5) Attend the pre-construction conference as scheduled by the MUNICIPALITY. This meeting is anticipated to be virtual.
- (6) up to 12 monthly virtual meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff and the DEPARTMENT representative.
- (7) Conduct *one* coordination meeting with the Railroad crossing and adjacent to the PROJECT limits, the MUNICIPALITY, and DEPARTMENT to discuss processes and procedures for removing an existing abandoned crossing and traffic impacts to an adjacent crossing.
- (8) *No* coordination meeting(s) will be held with utilities. Utilities having facilities on the PROJECT will be invited to other PROJECT review meetings as appropriate.

G. LOCATING

- (1) Locating will not be required for the PROJECT.

H. SURVEYS

- (1) Perform topographic survey within the following specific PROJECT areas for design of sidewalk, ADA curb ramps, intersection geometry, pavement replacement at existing railroad crossing, and traffic signal design:
 - a. 21st Street from Hamilton Ave. to S. Memorial Dr.
 - b. S. Memorial Drive from about 250' south of 21st St. to about 300' north of 21st
 - c. S. Memorial Drive from 250' south of DeKoven Ave. to 250' north of DeKoven
 - d. DeKoven Avenue from 250' west of S. Memorial to 300' east of DeKoven
 - e. East half of S. Memorial Drive between 21st Street and DeKoven Avenue
 - f. Intersection of 18th Street and S. Memorial Drive.

- g. Perform survey at 50-foot intervals including any driveways and side streets, traffic signal equipment, building corners, terrace trees, and utilities marked in the field. Cross section width shall be taken 10 feet outside the estimated proposed right-of-way corridor or back of existing sidewalk and 20' back on driveways where sidewalk is proposed to cross. Set project control and benchmarks at a frequency/spacing not to exceed 500 feet along the length of the entire corridor.
- (2) Wisconsin State Plane, South Zone, NAD83 (2011) and NAVD 88 (2007) will be used for horizontal and vertical controls.
 - (3) Drainage Structures: Collect drainage structure rim elevation, condition, invert, size, and flow directions. 115 drainage structures are estimated.
 - (4) Terrain Model: Download and develop existing digital terrain model for use in design and plan preparation for areas fully surveyed. Model will be developed in DWG format (AutoCAD 2022).
 - (5) Collect Drone Imagery: Fly an unmanned aerial vehicle (UAV) with accurate on-board GPS by an FAA-certified drone pilot along the length of the PROJECT corridor from Durand Avenue to 17th Street to collect high resolution aerial imagery of the pavement surfaces for use as basemap in design, including pre-flight preparation and FAA clearance. UAV to be flown over the outside of pavement because the UAV cannot be flown over live traffic or pedestrians. Height of UAV flight will be determined by the drone pilot and FAA requirements to provide the best coverage of the pavement surface. A visual spotter/observer may be used to ensure compliance with flight rules and regulations.
 - (6) Drone Imagery Processing: Conduct post-flight processing of the drone photo imagery and tying the imagery to the PROJECT datum and scale for use in design with field surveyed targets.
 - (7) CONSULTANT will establish temporary targets for aerial photography reference in order to correlate aerial photography to the PROJECT survey datum. Number and location of targets will be at the discretion of the CONSULTANT.
 - (8) Locate the necessary section corners for the right-of-way plat. It is estimated that *four* section corners need to be located and established and tied to state plane coordinates.
 - (9) Conduct surveys that provide information necessary for the preparation of plats and acquisition of rights of way and property, including locating property corners. Provide right-of-way monumentation information.
 - (10) Tie surveys to section corners, quarter section corners, and to street lines or block corners in platted areas. Ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Perform *three* borings at a depth of *15 feet* below the existing pavement structure, including base courses, in order to determine quantities and qualities of materials available for project needs.
- (2) Investigations of subsurface soil conditions for traffic signal monotube foundations at the sites of proposed monotubes and an area of pavement replacement for railroad crossing removal. They shall consist of not less than one machine powered boring within the vicinity of each monotube unit and existing railroad crossing surface. No borings will be completed within the structural envelope of the railroad tracks.
- (3) Borings shall be performed to yield sufficient detailed data to enable an engineering design of the monotube foundations per DEPARTMENT's traffic signal design standards and pavement replacement design parameters.
- (4) Investigations shall be coordinated with the MUNICIPALITY, with a minimum of three working days prior notice, to enable the MUNICIPALITY to make provisions for on-site observations and to evaluate conditions during drilling.
- (5) When borings have reached the depth of *15 feet* without providing necessary data, the driller is *NOT* authorized to continue drilling to depths over *100 percent* of the planned depths.
- (6) All boreholes shall be backfilled as per the April 20, 1992 guidelines titled "Wisconsin Department of Transportation Geotechnical Unit -Drilled Borehole and Monitoring Well Abandonment Procedures".

J. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following additional plans:
 - Project Overview - Single Sheet Schematic Drawing
 - Marking and Signing Plan
 - Traffic Signal Plans
 - Traffic Control/Staging plans
 - Temporary Pedestrian Traffic Control plans
 - Storm sewer Plan
 - Curb Ramp Details
 - Roadway Plan & Profile sheet (at railroad crossing removal only)
 - Sidewalk Plan & Profiles (where sidewalk is added)
 - Double Planview sheets with aerial background for all other road plans
 - Cross Sections (where sidewalk is added only)
- (2) Design geometric changes needed at the intersections of S. Memorial Drive and 21st Street and DeKoven Avenue to improve pedestrian access, accommodate signal equipment, and maintain truck access. Lane configuration of S. Memorial Drive is anticipated to be changed to two through lanes, a center painted median with

designated left turn lanes at intersections and major driveways, and bike lanes on the outside. No other geometric changes or adding turn lanes are anticipated and, if the need arises, will be considered “extra services.”

- (3) Conduct a pavement condition survey based on high-resolution drone imagery and designate anticipated base patching for pavement repairs directing in the CAD design drawing prior to resurfacing. Curb & gutter repairs will also be designated in this manner but may need to be verified in the field to assess the level of faulting.
- (4) *Quality and Risk Management:* Perform in-house quality control (QC) milestone and constructability reviews by senior staff during preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting, environmental, railroad, and utility coordination efforts.

K. STRUCTURE PLANS

- (1) No known structures exist within the PROJECT limits.

L. PLATS

- (1) Prepare Right-of-Way Plats in accordance with the MANUAL.
- (2) The CONSULTANT shall order title commitments for each affected property, which include the last deed of record and copies of any referenced documents delineated in the last deed, all documented easements of record, appropriate quarter section maps and tax roll listings and if applicable subdivision plats or certified survey maps. Review all title commitments, update name changes, utility easements and other documents of record and incorporate into the Right-of-Way Plat.
- (3) A right of way description shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The CONSULTANT shall submit the legal descriptions via electronic e-mail file to the MUNICIPALITY.
- (4) Field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (5) Provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. An electronic e-mail file with point numbers in SDMS format, in ground coordinates, is to be provided to the MUNICIPALITY.
- (6) Be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the R/W plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.

- (7) Submit the Right-of-Way Plat electronically in accordance with the MANUAL to be reproduced by the MUNICIPALITY for each relocation order or when requested by the MUNICIPALITY.

M. HIGHWAY SYSTEM CHANGES

No highway system changes are anticipated for the PROJECT.

N. TRAFFIC

- (1) Based on traffic data available, develop projected Construction and Design Year traffic volumes for the proposed alternative in accordance with the MANUAL.
 - a) Existing Traffic Data to be provided by the MUNICIPALITY
- (2) Obtain crash data for the last five years from either the MUNICIPALITY's police department or State database and compile for review. Complete crash analysis to evaluate the frequency, severity, summarize findings, and recommended countermeasures. Prepare a crash diagram at the signalized intersection of DeKoven & S. Memorial.
- (3) Complete an intersection capacity analysis (AM & PM Peak Hours) at the existing signalized intersection of DeKoven Ave. and S. Memorial Dr. using the latest Highway Capacity Software (HCS) or other DEPARTMENT approved software to optimize traffic signal phasing and timing data.
- (4) Conduct a field inventory of existing traffic signal equipment and develop a signal removal plan for partial signal removal for a retrofit.
 - (a) Existing as-built traffic signal plans to be provided by the MUNICIPALITY.
- (5) Design and develop a partial traffic signal retrofit plan, including equipment layout, cable routing, sequence of operations in accordance with the DEPARTMENT Traffic Signal Design Manual (TSDM). The retrofit includes monotubes on two legs, partial changes to types and configuration of signal heads based on sequence of operations and revised lane configurations, replacing or upgrading detector loops, and other changes identified from the signal inventory. Design of full replacement with a new traffic will be considered "extra services."
- (6) Design and developing plans for a temporary traffic signal is not anticipated to be needed. If it is determined a temporary signal is needed, this will be considered "extra services"
- (7) Develop traffic signal quantities and estimate and traffic signal special provisions for inclusion in PSE documents.
- (8) Design traffic control and staging for the project to maintain traffic on the roadway and develop traffic control and staging plans in accordance with the MANUAL.

- (9) Design and develop plans and/or details for temporary pedestrian access plan during construction at critical pedestrian access points.

O. PROJECT MANAGEMENT

- (1) *Manage PROJECT Scope and Schedule:* The CONSULTANT will plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Coordinate with MUNICIPALITY and PROJECT team to ensure the goals of the project are achieved. Review and prepare monthly invoices, coordinate invoices from sub-consultants, submit invoices to the DEPARTMENT's Contract Administration Reporting System (CARS), and update and submit monthly progress reports.

P. SERVICES PROVIDED BY THE MUNICIPALITY

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

- (1) Traffic Counts, including 24-hour mainline segment(s) and AM and PM peak hour turning movement counts at DeKoven Avenue intersection.
- (2) Estate Appraisals, Negotiations, and Acquisition services.
- (3) Meeting site for Public Involvement Meetings.
- (4) Crash records (last 5 years) from the Local Police Department, if available.
- (5) Copies of as-built road and traffic signal plans.
- (6) Copies of flood records, maintenance records, and inspection reports.
- (7) Copies of any plats and right-of-way information available.
- (8) Known local business manager contacts for businesses with out-of-state property ownership.

PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) Design PC specifications (for design staff working on an engineer's estimate) - - Contracts with projects that have PS&E dates of February 1, 2019, and beyond, go to the AASHTOWare Project Knowledge Base web site, <https://awpkb.dot.wi.gov/Content/Default.htm>, for information about supported

operating systems and web browsers, how to obtain system access, and how to use AASHTOWare Project Preconstruction and AASHTOWare Project Estimator to create an engineer's estimate. (November 30, 2021)

- (3) The CONSULTANT proposes to sublet services to Terracon Consultants, Inc.
Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee
- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 3, 2024.
(Date)

Report Title	Date
Initial Agency Correspondence	June 14, 2024
Topo Survey & Drone Imagery	June 28, 2024
Soils Report	July 3, 2024
Pavement Design Memo	July 26, 2024
30% Plan Review	August 16, 2024
OPM/Utility Coord/30% Plan Review Meeting	August 2024
Section 106 Report	September 2024
Public Information Meeting #1	September 2024
Exceptions to Standards Report	November 2024
Environmental Document	November 27, 2024
60% Plan Submittal	December 6, 2024
Utility Plan Submittal	December 15, 2024
Railroad Submittal Package	December 2024
Design Study Report	December 20, 2024
Right-of-Way Plat	December 20, 2024
Draft (90%) PSE	May 2, 2025
90% Review Meeting	May/June 2025
Final Railroad Agreement	July 1, 2025
Real Estate Clear	July 1, 2025
Final P.S. & E.	August 1, 2025

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 2703-08-01

Classification		Project Manager	Lead Engineer	Project Engineer	Signal Engineer	Traffic Ops Engineer	Prof Land Surveyor	Sr Geospatial Tech	Survey Manager	Survey Tech	Eng. Tech I	Senior CAD Tech	Environ Scientist II	Clerical	0	Total Direct Labor													
Avg. Hourly Wage		\$67.11	\$53.28	\$34.58	\$50.20	\$39.96	\$58.40	\$47.39	\$52.25	\$43.03	\$27.66	\$51.23	\$36.12	\$33.81	\$0.00	Hours	Dollars												
Task	Task Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars												
Data Collection and Review	765.1.1															8													
Field Reconnaissance	765.1.2															8													
Data Eval. prepare conclusions, prepare Phase 1 Haz Mat Report	765.1.3			2												14													
Analyze Natural Environment Impact	766	0	\$0.00	0	\$0.00	3	\$103.74	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$67.62	0	\$0.00	5	\$171.36						
Evaluate impacts to Threatened and Endangered Species	766.7																												
Agency Consultation	766.7.4																												
Federally Listed Species (Section 7 Consultation): United States Fish and Wildlife Service (USFWS)	766.7.4.1					2																1							
State Listed Species: Wisconsin Department of Natural Resources (WDNR)	766.7.4.2					1																1							
Environment Documentation and Agency Coordination	769	2	\$134.22	16	\$852.48	36	\$1,244.88	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3	\$101.43	0	\$0.00	57	\$2,333.01		
Initial Agency and Tribal Coordination	769.1																												
WDNR - General Coordination & Assessment (includes 1 virtual meeting with WDNR)	769.1.1			2		4																							
USFWS	769.1.2					2																							
Bureau of Indian Affairs - Native American Tribes	769.1.3			1		2																							
BOA	769.1.4					1																							
Local Agency Coordination (Ryde Racine, City Wastewater, City Water)	769.1.9					3																3							
Categorical Exclusion Checklist	769.4			2		10		24																					
TRAFFIC OPERATIONS																													
Analyze Traffic Data/Forecast	313	0	\$0.00	2	\$106.56	10	\$345.80	0	\$0.00	2	\$79.92	0	\$0.00	0	\$0.00	0	\$0.00	4	\$110.64	0	\$0.00	0	\$0.00	0	\$0.00	18	\$642.92		
Process crash data-analyze crash trends (1 intersection)	313.3					2		8											4										
Traffic projection and traffic forecast	313.8					2				2																			
Collect Traffic Field Data	347																												
BY CITY	347.1																												
Design Traffic Signal and Details	785	0	\$0.00	0	\$0.00	0	\$0.00	80	\$4,016.00	16	\$639.36	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$1,229.52	0	\$0.00	0	\$0.00	0	\$0.00	120	\$5,884.88
Analyze and determine signal phasing	785.2.1							4		8																			
Analyze and Determine Intersection Timing Data	785.2.2							6		8																			
Develop signal equipment layout	785.3.1							20																					
Develop Cable Routing	785.3.2							8																					
Develop sequence of operations	785.3.3							10																					
Develop quantiles and estimate	785.4							16																					
Develop PSE special provisions	785.5							6																					
Determine Existing Signal inventory and complete signal removal plan	785.6							10																					
Develop railroad preemption plans (not included)	785.8																												
Temporary Signal (not anticipated at this time)	785.9																												
Develop Traffic Control and Staging	788	0	\$0.00	8	\$426.24	50	\$1,729.00	0	\$0.00	4	\$159.84	0	\$0.00	0	\$0.00	0	\$0.00	32	\$885.12	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	94	\$3,200.20
Develop Transportation Management Plan (TMP) Type 2	788.1					2		4																					
Identify work restrictions (special events-holidays)	788.1.1							2																					
Work Zone capacity analysis	788.1.3							2		4																			
Temporary pedestrian accommodations	788.1.5							2																					
Develop incident management plan	788.2							2																					
Traffic Control Plan	788.4					2		20																					
Traffic Control Staging Plans	788.5					2		10																					
Temporary Pedestrian Access Plan	788.6					2		8																					
Design Signing and Pavement Marking	819	0	\$0.00	0	\$0.00	6	\$207.48	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	14	\$387.24	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$594.72
Develop Permanent Sign Plans	819.2.3							2																					
Develop Pavement Marking Plan Details	819.3							4																					
REAL ESTATE																													
Right-of-Way Acquisition	253	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
BY CITY	253.1																												
UTILITY AND RAILROAD COORDINATION																													
Coordinate Utilities	746	0	\$0.00	14	\$745.92	40	\$1,383.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$221.28	2	\$67.62	0	\$0.00	0	\$0.00	66	\$2,418.02		
Prepare and maintain TUMS or DT1079 form (Call Diggers)	746.1							2																					
Plan/attend/document utility meetings (no separate meeting planned)	746.3																												
Review and Maintain Utility Coordination Contacts	746.4							4																					
1077 Process	746.6					2		4																					
Compare survey data to system maps	746.7																												
Identify potential utility conflicts	746.10					1		4																					
1078 Project Plan Process	746.11					8		16																					
Review of Utility Work Plans	746.14					2		8																					
Create or Review Utility Special Provisions	746.15					1		2																					
Coordinate Railroad	847	3	\$201.33	30	\$1,598.40	8	\$276.64	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	41	\$2,076.37		
Initial Railroad Coordination	847.1							4																					
Railroad project submittal package for at Grade Crossing (includes 1 RR meeting)	847.2.2					2		16		8																			
Coordinate Railroad Agreement	847.2.3					1		10																					
Complete OCR process (not included)	847.3																												
TOTAL:		100	\$6,711.00	165	\$8,791.20	677	\$23,410.66	80	\$4,016.00	22	\$879.12	159	\$9,285.60	30	\$1,421.70	96	\$5,016.00	92											

Consultant Direct Labor Rates

Project ID: 2703-08-01

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate (e) (2025)	Date of Increase(f)	New Pay Rate (e) (2026)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h) (2025)	% Work at Increased Rate(h) (2026)	Weighted Average Hourly Rate(i)
Hemmerich	Project Manager	\$65.50	3.50%	\$67.79	1/1/2025	\$70.17	1/1/2026	35.00%	60.00%	5.00%	\$67.11
Wallace	Lead Engineer	\$52.00	3.50%	\$53.82	1/1/2025	\$55.70	1/1/2026	35.00%	60.00%	5.00%	\$53.28
Jiter	Project Engineer	\$33.75	3.50%	\$34.93	1/1/2025	\$36.15	1/1/2026	35.00%	60.00%	5.00%	\$34.58
Atchison	Signal Engineer	\$49.00	3.50%	\$50.72	1/1/2025	\$52.49	1/1/2026	35.00%	60.00%	5.00%	\$50.20
Theissen	Traffic Ops Engineer	\$39.00	3.50%	\$40.37	1/1/2025	\$41.78	1/1/2026	35.00%	60.00%	5.00%	\$39.96
Bianchin	Prof Land Surveyor	\$57.00	3.50%	\$59.00	1/1/2025	\$61.06	1/1/2026	35.00%	60.00%	5.00%	\$58.40
Sattler	Sr Geospatial Tech	\$46.25	3.50%	\$47.87	1/1/2025	\$49.54	1/1/2026	35.00%	60.00%	5.00%	\$47.39
Molidor	Survey Manager	\$51.00	3.50%	\$52.79	1/1/2025	\$54.63	1/1/2026	35.00%	60.00%	5.00%	\$52.25
Hastings	Survey Tech	\$42.00	3.50%	\$43.47	1/1/2025	\$44.99	1/1/2026	35.00%	60.00%	5.00%	\$43.03
Harvey	Eng. Tech I	\$27.00	3.50%	\$27.95	1/1/2025	\$28.92	1/1/2026	35.00%	60.00%	5.00%	\$27.66
Botsch	Senior CAD Tech	\$50.00	3.50%	\$51.75	1/1/2025	\$53.56	1/1/2026	35.00%	60.00%	5.00%	\$51.23
Rogers	Environ Scientist II	\$35.25	3.50%	\$36.48	1/1/2025	\$37.76	1/1/2026	35.00%	60.00%	5.00%	\$36.12
Crayton	Clerical	\$33.00	3.50%	\$34.16	1/1/2025	\$35.35	1/1/2026	35.00%	60.00%	5.00%	\$33.81

Contract Completion Date: 5/1/2026

Direct Expenses by Item

Project ID:

2703-08-01

Item	Task Code	Unit Amount	Unit Type	Rate	Total Expenses
Employee Vehicle Mileage					
Attend PIM (two PIMs)	743.5.6	244	Miles	\$ 0.670	\$ 163.48
Prepare for, attend, and summarize meetings with individual property owners (two)	743.6.1	140	Miles	\$ 0.670	\$ 93.80
Capture Aerial imagery	610.2	70	Miles	\$ 0.670	\$ 46.90
Determine and Document Design Criteria (includes Engineer's Field review)	776.1	52	Miles	\$ 0.670	\$ 34.84
Develop and document Encroachment Report	776.24.2	52	Miles	\$ 0.670	\$ 34.84
Field Reconnaissance	765.1.2	52	Miles	\$ 0.670	\$ 34.84
Determine Existing Signal inventory and complete signal removal plan	785.6	70	Miles	\$ 0.670	\$ 46.90
Coordinate Railroad Agreement	847.2.3	122	Miles	\$ 0.670	\$ 81.74
Contaminated Sites Proximity Report					
Data Collection and Review	765.1.1	1	Each	\$ 350.00	\$ 350.00
Recorded Document Fees					
Research Public Records (up to 20 adjacent parcels)	726.6	20	Each	\$ 10.000	\$ 200.00
Title Report Fees					
Review Legal Documents (assume 10 parcels)	726.7	10	Each	\$ 300.00	\$ 3,000.00
Drone Equipment Fee					
Capture Aerial imagery	610.2	1	Each	\$ 500.00	\$ 500.00
TOTAL					\$4,587.34

Field Site Visit	Miles/Visit	# of Visits	Total Miles
BURL office Mileage to/from job site = 52 miles (round trip)	52	4	208
MKE office Mileage to/from job site = 70 miles (round trip)	70	5	350
			0
	122		558
Meetings at MUNICIPALITY Office From Burlington Office	54	2	108
Meetings at MUNICIPALITY Office From Milwaukee Office	68	2	136
	122		244
	TOTAL MILES		802

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID:

2703-08-01

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Project Management	887	\$3,165.96	\$5,268.79	\$652.98		\$9,087.73
Quality and Risk Management (QC Review)	890	\$2,013.30	\$3,350.53	\$415.24		\$5,779.07
Communciation and Stakeholder Management	743	\$2,679.83	\$4,459.77	\$552.71	\$257.28	\$7,949.59
Coordinate with LPA	266	\$1,444.68	\$2,404.24	\$297.97		\$4,146.89
Design Soils & Earthwork	208	\$213.12	\$354.67	\$43.96		\$611.75
Design Pavement Structure	277	\$452.36	\$752.82	\$93.30		\$1,298.48
Design Drainage	778	\$1,728.88	\$2,877.20	\$356.58		\$4,962.66
Design Geometrics and Details	776	\$7,748.00	\$12,894.22	\$1,598.03	\$69.68	\$22,309.93
Plan Preparation	776.25	\$12,548.67	\$20,883.50	\$2,588.16		\$36,020.33
Develop Quantities and Estimates	786	\$2,525.31	\$4,202.62	\$520.85		\$7,248.78
Develop PSE Documents	856	\$1,753.34	\$2,917.91	\$361.63		\$5,032.88
Acquire Aerial Imagery	610	\$2,257.70	\$3,757.26	\$465.65	\$546.90	\$7,027.51
Develop Digital Terrain Model (DTM)	232	\$1,405.60	\$2,339.20	\$289.91		\$4,034.71
Establish Project Control	666	\$1,934.32	\$3,219.10	\$398.95		\$5,552.37
Conduct and Process Field Survey	723	\$6,366.34	\$10,594.86	\$1,313.06		\$18,274.26
Survey Existing and Proposed Right-of-Way	726	\$2,867.72	\$4,772.46	\$591.47	\$3,200.00	\$11,431.65
Develop Transportation Project Plat (TPP)	745	\$7,637.10	\$12,709.66	\$1,575.15		\$21,921.91
Analyze Socio-Economic and Physical Environment Impacts	762	\$138.32	\$230.19	\$28.53		\$397.04
Analyze Archaeological and Historical Impact and Tribal Consultation	763	\$213.12	\$354.67	\$43.96		\$611.75
Analyze Hazardous Materials Site Impact	765	\$1,190.16	\$1,980.66	\$245.47	\$384.84	\$3,801.13
Analyze Natural Environment Impact	766	\$171.36	\$285.18	\$35.34		\$491.88
Environment Documentation and Agency Coordination	769	\$2,333.01	\$3,882.60	\$481.18		\$6,696.79
Analyze Traffic Data/Forecast	313	\$642.92	\$1,069.95	\$132.60		\$1,845.47
Design Traffic Signal and Details	785	\$5,884.88	\$9,793.62	\$1,213.76	\$46.90	\$16,939.16
Develop Traffic Control and Staging	788	\$3,200.20	\$5,325.77	\$660.04		\$9,186.01
Design Signing and Pavement Marking	819	\$594.72	\$989.73	\$122.66		\$1,707.11
Coordinate Utilities	746	\$2,418.02	\$4,024.07	\$498.72		\$6,940.81
Coordinate Railroad	847	\$2,076.37	\$3,455.49	\$428.25	\$81.74	\$6,041.85
TOTAL:		\$77,605.31	\$129,150.74	\$16,006.11	\$4,587.34	\$227,349.50

Company Wide Indirect Cost Rate:

166.42%

Fixed Fee:

8.25%

Consultant Contract Total
Fee Computation

Project ID	2703-08-01		Total for Contract
	Original Contract		
Number of Staff Hours	1830		1830
Total Direct Labor	\$77,605.31		\$77,605.31
Total Indirect Costs	\$129,150.74		\$129,150.74
Fixed Fee	\$16,006.11		\$16,006.11
Direct Expenses	\$4,587.34		\$4,587.34
Subtotal	\$227,349.50	\$0.00	\$227,349.50
Subcontract 1: University of Wisconsin - Milwaukee	\$10,001.22		\$10,001.22
Subcontract 2: Terracon Consultants, Inc.	\$8,600.00		\$8,600.00
Subcontract Subtotal	\$18,601.22	\$0.00	\$18,601.22
TOTAL COST	\$245,950.72	\$0.00	\$245,950.72

Company Wide Indirect Cost Rate: 166.42%

Fixed Fee: 8.25%



Archaeological Research Laboratory Center
Cultural Resource Management

March 6, 2024

Ryan Wallace, P.E.
Baxter & Woodman
115 S 84th Street, Suite 220
Milwaukee, WI 53214
direct: 815.444.3309
email: rwallace@baxterwoodman.com

Sabin Hall, Rm 290
PO Box 413
Milwaukee, WI
53201-0413
414-229-3078
www.uwm.edu
www.uwm.edu/archaeology-
laboratory/

RE: Section 106: Archaeological and Architectural History Investigations
South Memorial Drive - Durand Ave to 17th St
WisDOT ID 2703-01-01/71
City of Racine, Racine County
UWM-CRM 2024-0205

Dear Mr. Wallace,

The Cultural Resource Management program (Archaeological Research Laboratory Center) at the University of Wisconsin-Milwaukee (UWM) is pleased to offer a scope of work and estimated cost to conduct cultural resource investigations for the above referenced project.

The proposed project consists primarily of resurfacing, and right of way acquisition is anticipated. Intersection improvements are also expected.

Authority

The project is federally funded and the cultural resource investigations are designed to address stipulations relating to Section 106 of the National Historic Preservation Act (and 36 CFR part 800), as well as Wis. Stats. §44.40 and §157.70. The methods and techniques used during the study will follow those standards promulgated in the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation*, the *Architecture-History Survey Manual*, and the *Guide for Public Archaeology in Wisconsin*. The use of these documents as guides for historic preservation planning is endorsed by the Wisconsin State Historic Preservation Office (SHPO). Moreover, the investigations will follow the guidelines and process outlined in Chapter 26 of WisDOT's Facilities Development Manual.

Scope of Services

Identification Studies

Archaeological and architectural/historical investigations will be conducted to identify any archaeological sites and/or architectural/historical properties within the project area of potential effect for the project locations.

Archaeological Investigations

The archaeological study will consist of archives and literature research and field investigations. The archival research will identify all previously reported archaeological sites both within the area of potential effect (i.e. all areas of proposed ground disturbing activities) and within a one mile radius of the area of potential effect (APE). The archival research will also document locales within the APE that have already been subjected to archaeological survey. Field investigations will consist of intensive Phase I archaeological survey of the APE using visual inspection and/or shovel probe testing.

Preliminary research indicates there are no previously recorded archaeological or burial sites within the project area.

Architecture History Investigations

The architectural/historical investigations will consist of archives/literature research and field inventory. The area of potential effect will include all areas of proposed ground disturbing activity as well as a contextual “zone” around the study area. The archival research will document above ground structures/buildings that have been surveyed (i.e. survey cards have been prepared) within the APE and which buildings/structures are listed on the National or State Registers of Historic Places. The field inventory will identify those buildings/structures within the APE that are at least 40 years old, retain good or better integrity, and show potential for architectural and/or historical significance. Inventory cards will be prepared for those buildings/structures that meet the aforementioned criteria.

A preliminary review indicates that there are approximately 8 structures meeting survey criteria along the project corridor. One of these is National Register listed, AHI #11299, Gold Medal Camp Furniture.

Reporting

The results of the cultural resources investigations will be documented using standard WisDOT reporting forms for archaeological and architectural/historical studies:

- Archaeological Survey Field Report Form (ASFR) (DT1978)
- Archaeological Literature and Records Review Form (DT1459)
- Architecture History Survey Form (AHSF) (DT1446)
- Historical Society Notification
- Determination of No Adverse Effect (DNAE)
- DT1635 Section 106 Form (relevant portions)

The Section 106 report package will be submitted to Baxter and Woodman and the WisDOT Cultural Resources Team (CRT) for review and comment. Once accepted by WisDOT CRT, the package will be submitted to SHPO for concurrence.

Costs

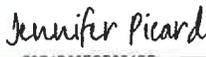
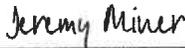
For archaeological and architecture history investigations subcontracted to the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, the CONSULTANT’S actual cost to the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee based on the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee’s actual cost up to \$10,001.22 plus fixed fee of \$0.00 not to exceed \$10,001.22.

Please note that the cost assumes that no significant archaeological materials will be encountered during the work and does not include evaluation studies for archaeological sites. The scope and cost estimate assumes no more than 20 properties will require survey and includes effects documentation.

Documentation for consultation and mitigation activities are not included in the scope and cost estimate. This cost is good for six months from the date it is issued.

The official institution name used in contracts, grants, and other official agreements is: The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee. If this proposal is amenable, we will provide you with our standard outreach service agreement. A draft copy of our outreach service contract is attached for your review.

If there are questions or concerns regarding the scope of work, or to further discuss the project, please do not hesitate to contact me at (414) 251-8566 or at jlpicard@uwm.edu.

<small>DocuSigned by:</small>  <small>78E400FCB304CB...</small>	<small>3/7/2024 4:59 PM CST</small>
_____ Jennifer Picard Principal Investigator	_____ Date
<small>DocuSigned by:</small>  <small>555DCFB012B8453...</small>	<small>3/8/2024 8:07 AM CST</small>
_____ Jeremy Miner Office of Sponsored Programs	_____ Date

Consultant-Weighted Average Direct Labor Rates

2703-01-01/71

Project ID: South Memorial Drive

Classification: _____

(a)	(b)	(c)	(d)
Employee Name	Current Rate	Percent Contribution	(b*c)
Jennifer Picard	\$52.27	100.00%	\$52.27
Gail Klein	\$38.80	100.00%	\$38.80
Seth Schneider	\$38.80	100.00%	\$38.80
Nicholas Weber	\$38.80	100.00%	\$38.80
Curran Fitzgerald	\$22.62	100.00%	\$22.62
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		500.00%	\$191.29

Consultant Direct Labor Rates

2703-01-01/71

Project ID: South Memorial Drive

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
Employee Name	Classification	Current Rate	% Pay Increase	New Pay Rate	Date of Increase	% Work at Current Rate	% Work at Increased Rate	Weighted Average Hourly Rate
Jennifer Picard	Principal Investigator	\$52.27	0.00%	\$52.27	12/31/2024	100.00%	0.00%	\$52.27
Gail Klein	Historian	\$38.80	0.00%	\$38.80	12/31/2024	100.00%	0.00%	\$38.80
Nicholas Weber	GIS Analyst	\$38.80	0.00%	\$38.80	12/31/2024	100.00%	0.00%	\$38.80
Curran Fitzgerald	Arch Tech	\$22.62	0.00%	\$22.62	12/31/2024	100.00%	0.00%	\$22.62
Seth Schneider	Archaeologist	\$38.80	0.00%	\$38.80	12/31/2024	100.00%	0.00%	\$38.80
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00

Contract Completion Date: 12/31/2026

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

2703-01-01/71

Project II South Memorial Drive

Classification		Principal Investigator		Historian		Project Manager		GIS Analyst		Arch Tech		Total Direct Labor	
Avg. Hourly Wage		\$52.27		\$38.80		\$38.80		\$38.80		\$22.62			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Coordination & Administration	763	10	\$522.70									10	\$522.70
Archicture History Survey, Reporting	763			85	\$3,298.00							85	\$3,298.00
Archicture History Survey, Reporting mapping	763							4	#####			4	\$155.20
Archaeology Investigations	763	8	\$418.16			24	\$931.20			32	\$723.84	64	\$2,073.20
Archaeology Investigations mapping	763							4	#####			4	\$155.20
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
TOTAL:		18	\$940.86	85	\$3,298.00	24	\$931.20	8	#####	32	\$723.84	167	\$6,204.30

Fee Computation Summary by Engineering Task

PROJECT TOTAL

2703-01-01/71

Project ID: South Memorial Drive

Task	Activity Code	Direct Labor Costs	Direct Expense	Indirect Costs	Fixed Fee	Total
Coordination & Administration	763	\$522.70		\$282.26	\$0.00	\$804.96
Architecture History Survey, Reporting	763	\$3,298.00		\$1,780.92	\$0.00	\$5,078.92
Architecture History Survey, Reporting mapping	763	\$155.20		\$83.81	\$0.00	\$239.01
Archaeology Investigations	763	\$2,073.20		\$1,119.53	\$0.00	\$3,192.73
Archaeology Investigations mapping	763	\$155.20		\$83.81	\$0.00	\$239.01
Direct Fee			\$290.00	\$156.60		\$446.60
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL:		\$6,204.30	\$290.00	\$3,506.92	\$0.00	\$10,001.22

Indirect Cost Rate (%): 54%

Fixed Fee (%): 0

Consultant Contract Total Fee Computation

Project ID	2703-01-01/71				Total for Contract
Number of Staff Hours	167				167
Total Direct Labor	\$6,204.30				\$6,204.30
Total Indirect Costs	\$3,506.92				\$3,506.92
Fixed Fee					\$0.00
Direct Expenses	\$290.00				\$290.00
Subtotal	\$10,001.22	\$0.00	\$0.00	\$0.00	\$10,001.22
Subcontract 1					\$0.00
Subcontract 2					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$10,001.22	\$0.00	\$0.00	\$0.00	\$10,001.22

Indirect Cost Rate (%): 54%

Fixed Fee (%): 0%



4900 S Pennsylvania Avenue
Cudahy, Wisconsin 53110
P (414) 423-0255
Terracon.com

March 19, 2023

Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105

Attn: Mr. David S. Hemmerich, P.E.
E: dhemmerich@baxterwoodman.com
P: (262) 763-7834

RE: Proposal for Geotechnical Services
WisDOT Project ID 2703-08-01
South Memorial Drive
Racine, Wisconsin
Terracon Proposal No. P58235063R1

Dear Mr. Hemmerich:

We appreciate the opportunity to submit this proposal to Baxter & Woodman, Inc. to provide Geotechnical services for the referenced project. The following are exhibits to this proposal.

Exhibit A	Itemized Scope of Services
Exhibit B	Compensation and Schedule
Exhibit C	Site Location
Exhibit D	Anticipated Exploration Plan

Exhibit B includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

It is our understanding that award of this proposal will be delivered through a subconsultant agreement provided by the client. Proposed fees noted in this proposal are effective for 90 days from the date of the proposal.

Sincerely,
Terracon Consultants, Inc.

For Tyler J. Fugar, E.I.T.
Senior Staff Engineer

Paul J. Koszarek, P.E., C.S.T.
Principal

Project Understanding

It is our understanding that this project includes improvement of the existing pavement along South Memorial Drive in Racine, Wisconsin. Based on conversations with the project team, it is anticipated that the roadway will be improved using mill and overlay. Additionally, new monotube signals are planned at the intersection of South Memorial Drive and DeKoven Avenue.

The geotechnical report will provide recommendations of soil support for the monotube foundations and pavement design parameters for the subgrade soils observed near the existing railroad tracks.

EXHIBIT A – ITEMIZED SCOPE OF SERVICES

As requested, Terracon will perform a total of two (2) borings that will be performed at opposite corners of the DeKoven Avenue and South Memorial Drive intersection to a depth of 15 feet below road surface or auger refusal, whichever is shallower. Additionally, one (1) boring, performed to a depth of 15 feet, will be performed south the existing railroad tracks near the intersection of South Memorial Drive and 21st Street. It is assumed that the boring will be outside of the railroad right of way.

All borings will be sampled using Standard Penetration Test (SPT) methods every 2.5 feet to 10 feet, and then every 5 feet after that. Upon completion, the borings will be backfilled with auger cuttings and bentonite chips and patched with quick-set concrete.

Based upon the planned boring locations and surrounding traffic conditions at this site, traffic control (in accordance with MUTCD standards) is anticipated to consist of appropriate advanced signage and cones. Fees associated with traffic control are included in this proposal. It is assumed that no railroad traffic control will be required for the boring near 21st Street and South Memorial Drive. Fees associated for railroad traffic control are not included in this proposal.

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be discussed in our report.

Exploration efforts require borings into the subsurface; therefore, Terracon complies with local regulations to request a utility location service through Diggers Hotline. Due to the borings being completed within the road right of way, it is **not** anticipated that privately owned utility lines will be present at the boring locations. Therefore, fees for a private

Proposal for Geotechnical Services

Project ID 3846-00-05 | Racine, Wisconsin
March 19, 2023 | Terracon Proposal No. P58235063R1



utility locator have not been included in this proposal. If information regarding the presence of private utility lines is known, it must be discussed with Terracon so that location of said utilities can be arranged for an extra fee.

This proposal assumes that Terracon will be responsible to procure the street-opening permits required to drill within the road rights-of-way; therefore, the associated administration time required to obtain these permits have been included in this proposal. We have not included fees that may be charged as it is assumed these will be no fee permits. If fees are incurred by Terracon, then a change order will be requested.

Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Exhibit B – Compensation and Schedule

Basis of Payment

For field coordination, geotechnical drilling services, geotechnical laboratory and reporting services subcontracted to Terracon Consultants, Inc., the CONSULTANT’S actual cost to Terracon Consultants, Inc., cost per unit basis of **\$8,600** as detailed in the following table:

Item	Quantity	Unit	Unit Cost	Total Cost
Standard Auger Borings, 3 borings to 15 feet	1	Each	\$2,500	\$2,500
Permit Administration/Traffic Control Plans/Coordination/Boring Layout/Hotline	1	Each	\$2,600	\$2,600
Lab Testing	1	Each	\$500	\$500
Report/Project Management	1	Each	\$3,000	\$3,000
			Total	\$8,600

We plan to mobilize a drill rig to the site within two to three weeks upon notification to proceed. It should take us three days to complete the field work. A written engineering report will be submitted in two weeks after completion of the field exploration and laboratory test programs. In situations where information is needed prior to submittal of

Proposal for Geotechnical Services

Project ID 3846-00-05 | Racine, Wisconsin

March 19, 2023 | Terracon Proposal No. P58235063R1



our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.



Proposal for Geotechnical Services
Project ID 3846-00-05 | Racine, Wisconsin
March 19, 2023 | Terracon Proposal No. P58235063R1

Exhibit C – Site Location



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

MAP PROVIDED BY GOOGLE EARTH

Exhibit D – Anticipated Exploration Plan



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