

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

City of Appleton (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

MSA PROFESSIONAL SERVICES, INC. (CONSULTANT)

FOR

PROJECT ID 4984-10-00
South Island Street, City of Appleton
(Power Canal Bridge P-44-0729)
Local Street
Outagamie County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between CITY OF APPLETON (MUNICIPALITY), DEPARTMENT, and MSA PROFESSIONAL SERVICES, INC. (CONSULTANT) to provide consultant engineering services and will be completed by February 1, 2015.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

Design of the rehabilitation of bridge P-44-0729, South Island Street over the Power Canal, and the necessary approaches, located in Section 35, T21N, R17E, City of Appleton, Outagamie County, Wisconsin.

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

ALL SERVICES

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

- (1) For Road Plans, Structure Plans, Right of Way Plat and Descriptions performed by CONSULTANT, actual cost up to \$87,900.05, plus a fixed fee of \$5,940.44, up to a maximum amount of \$93,840.49.
- (2) For Title Searches sublet to Evans Title Company, Inc., the CONSULTANT'S actual cost not to exceed \$2,000.00 for a cost per unit subcontract based on a proposal dated March 22, 2013.
- (3) For Railroad Title Search at State of Wisconsin Department of Financial Institutions sublet to Dane County Title Company, Inc., a Lump Sum of \$500.00 based on proposal dated March 21, 2013.

(4) For Historical Survey sublet to Great Lakes Archaeological Research Center, Inc., the CONSULTANT'S actual cost up to \$1,528.54, plus a fixed fee of \$105.25, up to a maximum amount of \$1,633.79 based on a proposal dated May 15, 2013.

Compensation in excess of the total CONTRACT amount of \$97,974.28 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

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

The CONSULTANT representative is Michael J. Statz, whose work address, e-mail address and telephone number are 2901 International Lane, Suite 300, Madison, WI 53704; mstatz@msaps.com; (608) 242-7779.

The MUNICIPALITY representative is Chad Weyenberg, whose work address, e-mail address and telephone number are City of Appleton Department of Public Works, 100 North Appleton Street, Appleton, WI 54911-4799, chad.weyenberg@appleton.org, (920) 832-5915.

The DEPARTMENT representative is Rich Glen, NE Region Local Program Management Consultant, whose work address, e-mail address and telephone number are SEH Corporation, 425 West Water Street, Suite 300, Appleton, WI 54911, rglen@sehinc.com, (920) 380-2816.

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

The parties also agree to all of the provisions which are annexed and made a part of this CONTRACT, consisting of 10 pages.

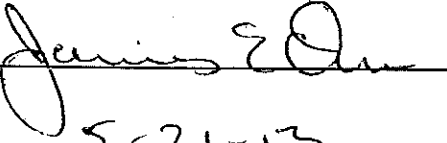
This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

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

PROJECT ID 4984-10-00
South Island Street, City of Appleton
(Power Canal Bridge P-44-0729)
Local Street
Outagamie County

For the CONSULTANT

MSA Professional Services, Inc.

By: 

Date: 5-21-13

By: 
Michael J. Statz, Project Manager

Date: 5-21-13

For City of Appleton Department of Public Works (MUNICIPALITY)

By: See attached signature sheet

For the DEPARTMENT

Contract Manager,
Bureau of State Highway Programs

Date: _____

GOVERNOR, State of Wisconsin

Date: _____