

**THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN**  
City of Appleton (MUNICIPALITY),  
State of Wisconsin Department of Transportation (DEPARTMENT),  
AND R.A. Smith National, Inc. (CONSULTANT) FOR

4984-01-73  
C Appleton, Oneida Street  
Valley Road to Skyline Bridge  
Local Street  
Outagamie County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by May 1, 2018.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

The reconstruction of Oneida Street from Valley Road to the Skyline Bridge, a total of 1.1 miles, and portions of Calumet and South Olde Oneida Streets.

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

ALL SERVICES

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

- DEPARTMENT or  
 MUNICIPALITY

(1) For Authorized Services:

- (a) For roadway design services performed by CONSULTANT

Actual costs to the CONSULTANT's up to \$627,888.07 plus a fixed fee of \$47,206.12, not to exceed \$675,094.19 in total.

- (b) For hazardous materials investigations subcontracted to Himalayan Consultants, LLC, the CONSULTANT'S actual cost paid to Himalayan Consultants, LLC, based on Himalayan Consultants, LLC's actual cost up to \$14,080.00, plus a fixed fee up to \$917.40, not to exceed \$14,997.40 in total.

- (c) For soils investigations and report subcontracted to Professional Service Industries, Inc., the CONSULTANT'S actual cost paid to Professional Service Industries, Inc., based on Professional Service Industries, Inc.'s actual cost up to \$8,232.30, plus a fixed fee up to \$402.93, not to exceed \$8,635.23 in total.

- (d) For lighting plans subcontracted to Powrtek Engineering, Inc., the CONSULTANT'S actual cost paid to Powrtek Engineering, Inc., not to exceed \$19,027.60 using the total direct labor costs and total non-labor direct costs listed below.

Specific hourly rates to be used for hours in which Powrtek Engineering, Inc.'s employees are directly engaged in performing the work or services required by this CONTRACT:

Employee	Employee Classification	Rate
Greg Sadowski	Engineer	\$124.84
Brian Fuller	Technician	\$67.22

Classifications or employees not listed above cannot be invoiced unless added to the contract through an amendment.

Total Direct Labor Costs are: \$18,975.60

The following non-labor direct costs will be reimbursed based on Powrtek Engineering, Inc.'s actual cost:

Item Description	Unit Type	Rate	Unit Cost
Plotting – 50 sheets	Sheet	\$1.00/Sheet	\$50.00
Printing – 20 sheets	Sheet	\$0.10/Sheet	\$2.00

Non-labor direct costs not listed above cannot be invoiced unless added to the contract through an amendment.

Total Non-Labor Direct Costs are: \$52.00

- (e) For title searches and ownership reports subcontracted to First American Title Insurance Company, the CONSULTANT's actual cost paid to First American Title Insurance Company not to exceed \$26,975.00, using the cost per unit listed in the table below.

Item Description	Unit Type	Unit Cost
Title Search	Each	\$225.00
Title Updates	Each	\$50.00

Compensation for authorized services for this contract shall not exceed \$744,729.42.

"IF AUTHORIZED"

- (2) For the incorporation City-provided sanitary sewer, storm sewer trunk line and water main plans into the PROJECT, services to be Authorized by Notice to Proceed:

- (a) For incorporation of City-provided utility plans performed by CONSULTANT

Actual costs to the CONSULTANT's up to \$2,608.38 plus a fixed fee of \$197.37, not to exceed \$2,805.75 in total.

Compensation for "if authorized by written notice to proceed" services for this contract shall not exceed \$2,805.75.

For all authorized and "If Authorized" services in this contract, total compensation shall not exceed \$747,535.17 unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT representative is Doug Senso, P.E., whose work address, e-mail address and telephone number are 100 West Lawrence Street, Suite 412, Appleton, WI 54911-5754, [doug.senso@rasmithnational.com](mailto:doug.senso@rasmithnational.com), (920) 731-8397, ex. 3403.

The MUNICIPALITY representative is Mark Lahay, P.E., whose work address, e-mail address and telephone number are 100 N. Appleton Street, Appleton, WI 54911-4799, [mark.lahay@appleton.org](mailto:mark.lahay@appleton.org), (920) 832-6474.

The DEPARTMENT representative is Rich Glen, P.E., whose work address, e-mail address and telephone number are 1077 Centennial Centre Blvd., Hobart , WI 54155, [richglen@jt-engineering.com](mailto:richglen@jt-engineering.com), (920) 468-4771.

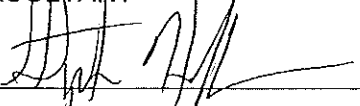
This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt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

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of 17 pages.

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

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

For the CONSULTANT

By:   
Stephan M. Hoffmann

Title: Division Director

Date: 10/13/14

For the DEPARTMENT

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

Contract Manager, WisDOT

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

For the MUNICIPALITY

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

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

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

APPROVED

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

GOVERNOR, State of Wisconsin

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