



**DANE COUNTY DEPT. OF
PUBLIC WORKS, HIGHWAY &
TRANSPORTATION**

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Madison, Wisconsin 53713
Office: 608/266-4018 ♦ Fax: 608/267-1533
Public Works Engineering Division

ADDENDUM

AUGUST 6, 2019

ATTENTION ALL REQUEST FOR PROPOSAL (RFP) HOLDERS

RFP NO. 319025 - ADDENDUM NO. 2

ENGINEERING DESIGN & CONSTRUCTION MANAGEMENT SERVICES

**PROPOSALS DUE: TUESDAY, AUGUST 27, 2019, 2:00 PM. DUE DATE AND
TIME ARE NOT CHANGED BY THIS ADDENDUM.**

This Addendum is issued to modify, explain or clarify the original Request for Proposal (RFP) and is hereby made a part of the RFP. Please attach this Addendum to the RFP.

PLEASE MAKE THE FOLLOWING CHANGES:

1. Table of Contents

Change: “ Sample Architectural / Engineering Professional Services Agreement ”, to: “ Sample Engineering Professional Services Agreement ”.

2. Sample Engineering Professional Services Agreement

Delete current Sample Engineering Professional Services Agreement; replace with new Sample Engineering Professional Services Agreement, issued with this Addendum.

PLEASE NOTE THE FOLLOWING CONSULTANT SUBMITTED QUESTIONS:

Q1: Looking at the proposal it appears that this will be a county let project for construction. I was wondering if we will be responsible for preparing the front end bid document or if that is something the county will provide and we will only provide the technical specs?

A1: The selected consultant will prepare the PS&E documents for the bridges, the County will prepare the front end & merge all the documents for the final Request for Bids.

Q2: For the construction services phase should we assume this be based on time and expense basis?

A2: Construction services will be part of the lump sum of the contract. There will not be a separate time or expense basis fee.

Q3: For the construction services phase do you anticipate part-time construction staff or full-time?

A3: The County anticipates the consultant to have part-time construction administration staff.

- Q4:** For the representative projects, is there a preference of WisDOT projects or locally funded projects that we also oversaw during construction? On a traditional WisDOT design project the consultant cannot construct their own design.
- A4:** The County is looking for the consultant's experience in the design and in the construction of similar type bridges. The funding of those projects are not what we are interested in, nor does the design and construction need to be on the same project.

If any additional information about this Addendum is needed, please call Jeffrey Otto at 608/283-1416, otto.jeffrey@countyofdane.com.

Sincerely,
Jeffrey Otto
Project Manager

Enclosures:
Sample Engineering Professional Services Agreement

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COUNTY OF DANE
ENGINEERING PROFESSIONAL SERVICES AGREEMENT
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1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as "ENGINEER" shall be governed by the following Terms and Conditions.
- 1.B. ENGINEER shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. ENGINEER shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, ENGINEER shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. ENGINEER is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for engineering services under this Agreement shall include designing bridges, structures and / or related infrastructural systems that comply with all relative construction and safety codes.
- 1.E. By accepting this Agreement, ENGINEER represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.E. ENGINEER shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor's schedule is not negatively impacted.
- 1.G. ENGINEER shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, ENGINEER may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve ENGINEER of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.H. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.I. ENGINEER may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.J. In the performance of this Agreement, ENGINEER shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document. COUNTY reserves the right to update County Master Specifications Division 00 and Division 01 at any time, including after the signing date of this Agreement.

ENGINEER shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and ENGINEER shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

2.A. General:

2.A.1) "MANUAL" refers to the Wisconsin Department of Transportation Facilities Development Manual & Bridge Manual. "STANDARD SPECIFICATIONS" refers to the most recent version of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction 2019 Edition.

2.A.2) This Agreement also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this Agreement expressly excludes a provision thereof or the context of this Agreement clearly indicates an entirely different understanding of the parties.

2.A.3) Services are to be provided by ENGINEER in each of the following phases:

Design Phase
Bidding Phase
Construction Phase

2.A.4) An assigned COUNTY Highway & Transportation Project Manager will be ENGINEER's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

2.A.5) ENGINEER shall create a log of all COUNTY and ENGINEER generated design changes resulting from meetings and communications from COUNTY. This log shall be kept throughout the entire design process and submitted to COUNTY every two (2) months.

2.A.6) ENGINEER shall facilitate a site investigation, including subsurface investigations or geotechnical exploration of the subsurface conditions of the site, for the purpose of identifying conditions at the site which might adversely affect the achievement of the proposed design.

2.A.7) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.A.8) ENGINEER shall obtain from COUNTY information and materials necessary to ascertain scope of the project and shall verify with COUNTY program and functional requirements of the project.

2.B. Design Phase:

2.B.1) Based on information, materials and requirements as verified by COUNTY, ENGINEER shall prepare a Design consisting of text, drawings and other documents illustrating scale and relationship of the project components. Draft versions of the Design shall be submitted to COUNTY for review, modifications and written approval before submitting Final Design.

2.B.1) a. Design Phase documents shall be delivered in bound, hard copies, 8½ x 11 and / or 11 x 17 formats and electronically via email (any submittal package larger than 25MB shall be delivered on a USB flash drive or compact disk):

- (1) Reports: Two (2) bound, hard copies & electronically;
- (2) Drawings, plans & specifications: Two (2) hard copies & electronically;
- (3) Electronic version of all documents shall be completed & delivered in:
 - (a) Word 2010 (or earlier version) & other Office 2010 (or earlier versions) software (e.g., Excel 2010, PowerPoint 2010, etc.);
 - (b) AutoCAD 2014; and
 - (c) Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.B.2) Design Phase deliverables shall be:

2.B.2) a. ENGINEER shall submit to COUNTY three (3) construction cost estimates based on information provided by COUNTY and gathered by ENGINEER. Cost estimates shall be itemized according to STANDARD SPECIFICATIONS. Provide the following construction cost estimates:

- (1) Preliminary - for bridge design options analysis
- (2) 60% Constuction Documents
- (3) Final Constuction Documents

2.B.2) b. Design Reports:

- (1) Pavement Report: ENGINEER shall prepare the flexible design calculations & submit to COUNTY.

2.B.2) c. Environmental Documentation:

- (1) By its execution of this Agreement, ENGINEER does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that ENGINEER has no financial or other interest in the outcome of this project.
- (2) Access the probable environmental impacts of the project and assist COUNTY in obtaining the permits required for this project. The following local, state, and federal permits are anticipated:
 - (a) Wisconsin Department of Natural Resources (WDNR) individual Chapter 30 Permit
 - (b) WDNR Water Quality Certification
 - (c) WDNR Waterway Marker Application and Permit
 - (d) Dane County Shoreland Erosion Control Permit
 - (e) Dane County Shoreland Zoning Permit
 - (f) Dane County Floodplain Development Application

2.B.2) d. Permit Applications: Submit all applications to WDNR and COUNTY. COUNTY shall pay all fees.

2.B.2) e. Historical and Archaeological Surveys:

- (1) COUNTY will provide notification to Native American tribes as provided in the MANUAL. ENGINEER shall provide a draft letter and map, and identify appropriate tribes for COUNTY's use. ENGINEER shall follow procedures as set forth in the MANUAL to notify other interested parties of this project.
- (2) ENGINEER shall follow the procedures set forth in the MANUAL for the Section 106 Process, screening to confirm whether this project meets the requirements for the Environmental Services Section "Screening List". ENGINEER shall notify COUNTY if any changes to the "Screening List" are required.

2.B.2) f. Hazardous Materials / Contamination Assessments:

- (1) ENGINEER shall prepare the necessary Phase 1 Hazardous Materials Assessment Site Summaries for the project in accordance with the MANUAL and submit along with Environmental Report.

2.B.2) g. Asbestos Assessments:

- (1) ENGINEER shall prepare the necessary asbestos investigation Materials Assessment Site Summaries for the project in accordance with the MANUAL and submit to COUNTY.

2.B.2) h. Wetland Investigations:

- (1) ENGINEER shall identify wetland impacts in conjunction with WDNR and provide for compensation of wetland loss, if necessary, following procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002".
- (2) Wetland Mitigation Plans for the project shall be considered "Extra Services" and shall only be created upon COUNTY's written request.

2.B.2) i. Practicable Alternatives Analysis:

- (1) Prepare a practicable alternatives analysis for WDNR Individual Chapter 30 Permit and in conformance with NR103. Practicable Alternatives Analysis will provide alternative analysis for retaining walls with 34-foot wide bridge, 30-foot wide bridge, and 34-foot-wide bridge.

2.B.2) j. Road Plans

- (1) It is anticipated that the work lengths will not exceed 300 feet.
- (2) It is anticipated that the Plan & Profile Sheets will be developed to 1"=40' scale on 11" x 17" size sheets.
- (3) ENGINEER shall prepare Traffic Control Plans with CTH N and CTH J closed to through traffic.
- (4) ENGINEER shall prepare Detour Plans for the project.

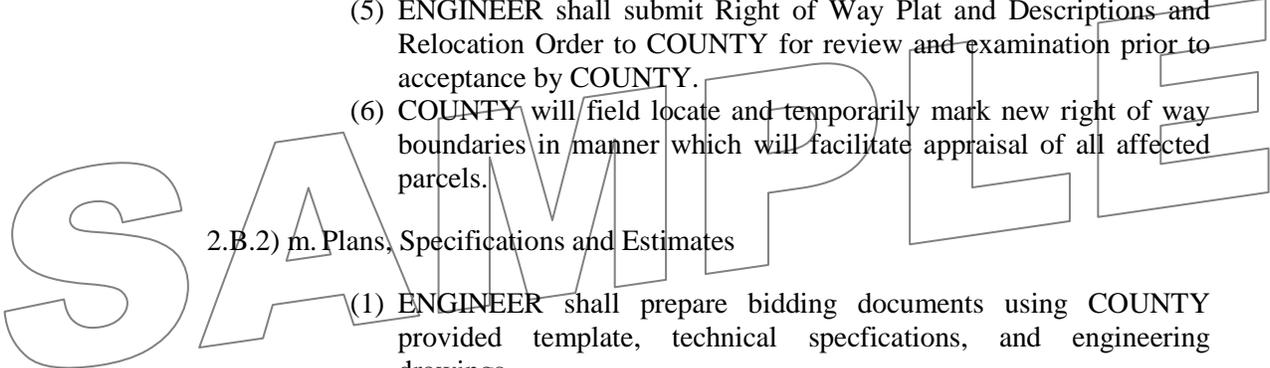
2.B.2) k. Structure Plans

- (1) In design and development of the Structure Plans, ENGINEER shall develop two (2) alternative structure types or other geometric configurations to enable selection of design that provides best balance between practical construction considerations, right of way requirements, aesthetics, and cost considerations.
- (2) Structure Survey Report/Hydraulic Report, which includes discussion of structure sizing, shall be prepared by ENGINEER in accordance with procedures set forth in the MANUAL. Completed preliminary plan shall show structure plan, elevation, and typical cross section, and all pertinent data shall appear on first sheets of completed structure plans.
- (3) ENGINEER shall complete Structure Inventory Form, one (1) per bridge, and shall obtain new bridge numbers from the Wisconsin Department of Transportation to complete Form. Form will include structural and hydraulic computations. When completed, Form shall be e-submitted directly to the Wisconsin Department of Transportation. Hydraulic computations shall include the scour calculations and codes needed to meet Federal requirements and shall be shown with hydraulic computations in the plans.
- (4) Plans for Structures shall be fully dimensioned besides showing controlling elevations. Plans shall be prepared with such precision and detail to allow for convenient layout in the field with customary degree of accuracy, and to allow for production of an accurate estimate of quantities for all pertinent items of work to be performed in the project.
- (5) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all necessary detail required for fabrication of reinforcement without necessity of making separate shop drawings for that purpose.
- (6) When plans for a structure have been completed, ENGINEER shall furnish COUNTY with plans for review and examination.
- (7) ENGINEER shall submit for review and examination all specifications for items of work in Structure Plans which are not covered by STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (8) Plans will be subject to review and examination by COUNTY. Such review and examination may be made on the site of the project.
- (9) Along with plans for structures, ENGINEER shall submit one copy or reproduction of design computations for COUNTY's review and permanent file.
- (10) ENGINEER shall furnish such other pertinent information and data with respect to plans and design as COUNTY may request.

2.B.2) l. Plats

- (1) ENGINEER shall prepare Right of Way Plat as defined in the MANUAL. Right of Way Plat shall be prepared on 11"x17" reproducible sheets. ENGINEER shall include Right of Way Plat information on Plan & Profile Sheets.

- (2) Title searches shall be made of titles to all properties or premises through or over which Right of Way for the project is to be acquired. Title Search shall extend over and cover a minimum period of sixty(60) years or to last conveyance of record if more than sixty (60) years, and shall include certificate to COUNTY of all entries of record affecting titles of the said properties or premises during such period. Copy of last deed of record shall be included as part of title report. All easements of record on purchased property shall be identified. All liens, mortgages, and tax records shall be identified. Four (40) title searches are included in this Agreement.
- (3) ENGINEER shall prepare Right of Way Descriptions for all individual parcels of land to be acquired as Right of Way for the project. Descriptions shall be by metes and bounds in accordance with provisions as set forth in the MANUAL, or in case of platted property by suitable reference to platted data. For all unplatted property, descriptions shall be referenced to and tied into pertinent section or quarter section corners. ENGINEER shall prepare descriptions on conveyance documents.
- (4) ENGINEER shall prepare the Relocation Order for COUNTY's use.
- (5) ENGINEER shall submit Right of Way Plat and Descriptions and Relocation Order to COUNTY for review and examination prior to acceptance by COUNTY.
- (6) COUNTY will field locate and temporarily mark new right of way boundaries in manner which will facilitate appraisal of all affected parcels.



2.B.2) m. Plans, Specifications and Estimates

- (1) ENGINEER shall prepare bidding documents using COUNTY provided template, technical specifications, and engineering drawings.

2.B.3) Design Phase tasks shall be:

2.B.3) a. Meetings

- (1) ENGINEER shall hold Operational Planning meeting to discuss organization and processing of the services under this Agreement.
- (2) Three (3) plan review meetings shall be held, at a time to be determined by COUNTY.
- (3) ENGINEER shall coordinate all meeting schedules with COUNTY.
- (4) ENGINEER shall document the results of design meetings, including design factors agreed to, with any instructions furnished by COUNTY to carry out such factors, including, but not limited to:

- Scheduling concerns
- Existing site conditions
- Project cost estimates
- Cost-value trade offs
- Quality requirements
- Special material requirements
- Engineering requirements

- (5) ENGINEER shall furnish a copy of the documentation produced under this Paragraph to each participant attending a Design Phase related meeting.

2.B.3) b. Chapter 30 Public Notice

- (1) ENGINEER will provide COUNTY with Public Notice for individual Chapter 30 Permits. ENGINEER will collect comments and submit to COUNTY for review. COUNTY shall pay all fees.

2.B.3) c. Agency Coordination

- (1) Section 404 Permits:

- (a) ENGINEER shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary permit application.
- (b) ENGINEER shall prepare the individual Section 404 permit application and Letter of Permission. ENGINEER shall submit permit applications to the United States Army Corps of Engineers. COUNTY shall pay all fees.

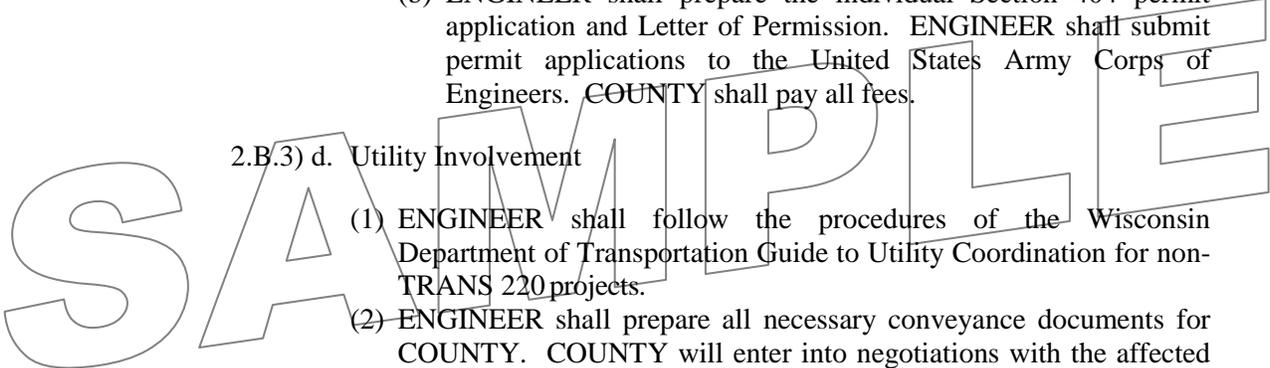
2.B.3) d. Utility Involvement

- (1) ENGINEER shall follow the procedures of the Wisconsin Department of Transportation Guide to Utility Coordination for non-TRANS 220 projects.
- (2) ENGINEER shall prepare all necessary conveyance documents for COUNTY. COUNTY will enter into negotiations with the affected utility companies and will prepare all other documents.

2.B.3) e. Public Involvement

- (1) Meetings:

- (a) ENGINEER shall conduct one (1) involvement meeting per bridge to acquaint public with concepts and probable impacts of the project.
- (b) ENGINEER shall prepare all exhibits and documentary handout material and provide equipment necessary to conduct public involvement meeting.
- (c) ENGINEER shall prepare a summary report after public involvement meeting.
- (d) ENGINEER shall consult with COUNTY after public involvement meeting to discuss comments received and shall recommend as to possible disposition of these comments and suggestions.
- (e) ENGINEER shall make all the necessary arrangements for scheduling meeting and provide notices and press releases for COUNTY's use. ENGINEER shall notify all adjacent and affected property owners.
- (f) ENGINEER shall provide COUNTY with copies of all public involvement correspondence and file notes.



- (g) ENGINEER shall coordinate meeting schedules with COUNTY.

2.B.3) f. Surveys

- (1) Surveys shall provide information necessary for preparation of plans and acquisition of rights of way and property.
- (2) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of lands acquired.
- (3) Surveys shall be tied into the Wisconsin County Coordinate System, Dane County.

2.B.3) g. Soils and Subsurface Investigations

- (1) Investigation of subsurface soil conditions for foundations at the site of proposed structures is required. It shall consist of not less than one machine powered boring within approximate limits of each substructure unit.
 - (a) Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of structure and its foundation per all application Wisconsin Department of Transportation standards.
 - (b) Foundation investigations shall be coordinated with COUNTY, with minimum of five working days prior notice, to enable COUNTY to make provisions for traffic control, on-site observations and to evaluate conditions during drilling.
 - (c) When borings have reached the depth of fifty (50) feet without providing necessary data, driller is authorized to continue drilling until depths reach 120 percent of planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, drilling for that individual boring shall be terminated.
 - (d) When completion of drilling to 120 percent of depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all required foundation information, ENGINEER shall recommend revised boring depths or revised boring program for verbal authorization by COUNTY. Extent of all subsurface foundation investigation performed shall be fully justified in the Soils Report for the project.
 - (e) All boreholes and monitoring wells shall be backfilled per April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section – Drilled Borehole and Monitoring Well Abandonment Procedures".
- (2) ENGINEER shall classify soils by pedological means based on data from substructure borings in order to provide pavement design parameters.

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2.B.3) h. Prosecution and Progress

(1) ENGINEER proposes to sublet these services to:

- (a) Subsurface Investigations to [REDACTED]
- (b) Title Searches to [REDACTED]
- (c) [Other Services] to [REDACTED]
- (d) [Other Services] to [REDACTED]

2.C. Bidding Phase:

2.C.1) The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.

2.C.2) ENGINEER shall serve as the professional technical consultant and advisor to COUNTY during the bidding process.

2.C.3) ENGINEER shall answer all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to authorize, print and distribute as appropriate.

2.C.4) ENGINEER shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.

2.C.5) ENGINEER shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.

2.C.6) If the low bids submitted by qualified, responsible bidders exceed construction cost estimate approved at completion of Construction Documents by five percent (5%) or more, ENGINEER shall revise and change the Construction Documents for a project rebidding, as approved by and without additional cost to COUNTY that will permit a proper award of the contract(s) within the approved estimate of project cost or other funding limitation. If the low bid exceeds construction cost estimate approved at completion of Construction Documents by less than five percent (5%), at COUNTY's option, ENGINEER shall revise and change the Construction Documents for a project rebidding, as approved by COUNTY, but shall be compensated for revisions per negotiated amendment to this Professional Services Agreement.

2.C.7) In the event that there is a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the construction budget, then ENGINEER shall, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the project.

2.C.8) Upon construction contract offer, ENGINEER shall immediately prepare construction documents which incorporate the bid documents, addenda issued, alternate bids accepted and negotiated contract deductions, all of which are incorporated in the Construction Documents. Such work shall be completed in a timely fashion, but no later than seven (7) calendar days, so that construction is not delayed.

2.D. Construction Phase:

- 2.D.1) ENGINEER shall follow the Wisconsin Department of Transportation construction procedures as outlined in construction critical inspection guide available at <https://wisconsindot.gov/pages/doing-bus/eng-consultants/cnslt-rsrcs/default.aspx>.
- 2.D.2) ENGINEER will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. A COUNTY approved ENGINEER representative shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.
- 2.D.3) After the award of the construction contract(s), ENGINEER shall become an on-site technical and professional advisor to COUNTY. In this capacity ENGINEER will have continuous access to the site. ENGINEER, through COUNTY's Project Representative, will have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY.
- 2.D.3) a. ENGINEER shall provide, in accordance with ATTACHMENT A - AGREEMENT ON CONSTRUCTION PHASE SITE VISITS, a COUNTY-approved person, with suitable experience in the construction process to visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents, as such work is being performed by the construction contractor(s). ENGINEER shall keep COUNTY informed of the progress and quality of the work based on on-site observations and shall endeavor to protect COUNTY against defects and deficiencies in the work.
- 2.D.4) Immediately following the pre-construction meeting and prior to the start of construction, ENGINEER shall review the proposed schedule for submittals from the construction contractor(s). ENGINEER shall assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise COUNTY in writing accordingly.
- 2.D.4) a. ENGINEER shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by ENGINEER shall be brought to the attention of COUNTY's Project Representative and concurrence received from COUNTY before any approval is given to a contractor. Review of the submittals which have priority status as determined by COUNTY's Project Representative, must be completed within five (5) business days of receipt. Review of other submittals shall be completed within ten (10) business days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY and ENGINEER at the start of construction. ENGINEER is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by ENGINEER.

- 2.D.4) b. ENGINEER shall also review the results of all testing conducted during or after construction and report to COUNTY whether these results meet the design intent and the requirements of the Construction Documents.
- 2.D.4) c. Perform Quality Assurance testing for all materials as per the Wisconsin Department of Transportation specifications. Conduct testing in-house or hire a sub-consultant to provide these services.
- 2.D.5) Perform field operations in accordance with Occupational Safety and Health Administration (OSHA) regulations and accepted professional practice.
- 2.D.6) Perform project management in cooperation with COUNTY, General Contractor and WDNR.
- 2.D.7) Perform surveying as required for construction engineering services.
- 2.D.8) Perform Public Involvement to include maintaining a log of public and agency involvement activities.
- 2.D.9) Assist COUNTY in answering all questions received from general public.
- 2.D.10) Provide COUNTY approved ENGINEER's representative along with supplemental personnel to assist on as-needed basis for major concrete pours and surveying, with efforts directed toward determining for COUNTY that the completed Work will meet requirements of the Construction Documents.
- 2.D.11) Prepare erosion control review in accordance with WDNR permit requirements.
- 2.D.12) Collect materials certifications from General Contractor in accordance with the Wisconsin Department of Transportation Construction and Materials Manual. Review and recommend approval of General Contractor submitted materials and certifications. Final approval will be by COUNTY.
- 2.D.13) Materials Testing:
- 2.D.13) a. Materials Lab Testing services are required for Aggregate Gradation and Concrete cylinder breaks. HMA Density & Mix Testing is waived under this Agreement. Testing frequency shall be as specified in the MANUALS.
- 2.D.13) b. Provide plant inspection and certification for concrete girders.
- 2.D.14) ENGINEER's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to COUNTY Project Manager in writing.
- 2.D.14) a. ENGINEER shall be responsible for the coordination and performance of on-site services performed by consultants employed by ENGINEER and shall review reports and other data submitted by such consultants. ENGINEER and each consultant engaged under Article I.G. and ATTACHMENT B. - ENGINEER / CONSULTANT AGREEMENT shall visit the job site as delineated in ATTACHMENT A. - AGREEMENT ON CONSTRUCTION PHASE SITE VISITS. ENGINEER shall provide in each consultant agreement, a requirement for consultant visits to the site and a schedule for such visits for

professional evaluation of the work monitored by each consultant and a reporting system to inform COUNTY. Site visits shall coincide with crucial times of the construction for the specialty area involved.

2.D.14) b. Following construction site visits, ENGINEER shall make routine, written status reports detailing observations and activities on the project, at such intervals as is elsewhere herein established and in a format approved by COUNTY. ENGINEER shall submit the reports within three (3) business days of the site visit by ENGINEER's representative. Reporting requirements for full-time, on-site representation shall be established by each Agreement for such professional services.

(1) Maintain daily project inspection diaries / records to document the project's progress, materials certifications, materials tests and pay item quantities.

2.D.14) c. ENGINEER's site representative will receive copies of reports submitted by the General Contractor and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to COUNTY.

2.D.14) d. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, ENGINEER acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.

2.D.14) e. Should ENGINEER become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, COUNTY Project Manager shall be immediately notified in writing. It is appropriate for ENGINEER to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. ENGINEER shall furnish such data as necessary to inform COUNTY of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of ENGINEER's recommendation. This assumption of responsibility by COUNTY shall not relieve ENGINEER or its consultants for negligence in the discovery of the condition, which was or should have been discovered.

2.D.14) f. If ENGINEER considers suspension of construction work appropriate, ENGINEER shall notify COUNTY in writing and state the reasons, which, in the professional opinion of ENGINEER, justify such action.

2.D.15) Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design shall be the responsibility of ENGINEER or its consultants, without additional cost to COUNTY.

2.D.16) ENGINEER shall review requests for information (RFIs) and shall respond within five (5) business days.

2.D.17) ENGINEER shall develop and issue appropriate construction bulletins (CBs) at the direction of COUNTY Project Manager. ENGINEER shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.

2.D.18) Prepare the Wisconsin Department of Transportation Pile Driving Data Form, DT1924, and the Wisconsin Department of Transportation Piling Record Form, DT1315.

2.D.19) Review and recommend approval of contract pay quantities submitted by General Contractor. Final approval will be by COUNTY.

2.D.20) Upon contractor's written notification and COUNTY Project Manager's confirmation that Substantial Completion has taken place, ENGINEER shall observe the construction and provide a written punchlist to COUNTY Project Manager. COUNTY Project Manager will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents. ENGINEER shall prepare and distribute the Certificate of Substantial Completion when appropriate.

2.D.21) COUNTY will provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded. At completion of the project, General Contractor will submit its marked-up as-built documents to ENGINEER who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes in the work made during the construction process to produce a set of Record Documents. Electronic documents shall be in a format and on a medium required by COUNTY. This work shall be completed and submitted to COUNTY within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by ENGINEER to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to COUNTY at the same time as the Record Documents.

2.D.21) a. Record Documents deliverables shall be:

- (1) Original unbound, hard copy of Drawings and Project Manual in full size, paper format;
- (2) Two (2) hard, bound copies of Drawings and Project Manual; and
- (3) Electronic version of all documents delivered on a USB flash drive or compact disk:
 - (a) Drawings in AutoCAD 2014 (or earlier version):
 1. Each digital sheet shall be complete with x-refs or base plan sheets included and attached;
 2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
 3. Include copy of Plot Style Table (ctb file) used to print drawings.

- (b) Drawings in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
- (c) Project Manual in Word 2010 (or earlier version); and
- (d) Project Manual in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

2.D.22) Submit final project documentation by [REDACTED]. Final project documentation to include project diaries, project correspondence, materials testing and certification records, quantity measurements and pay estimates.

2.D.23) It is not intended by this Agreement to impose upon ENGINEER the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon ENGINEER the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by ENGINEER. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by ENGINEER or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.

3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.

3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to ENGINEER data known to COUNTY or requested by ENGINEER, which may be needed for the fulfillment of the professional responsibility of ENGINEER. This data may include, but is not limited to, prints of existing structures or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by ENGINEER shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve ENGINEER from the responsibility for conducting a field survey to verify existing conditions as specified herein.

3.D. COUNTY will communicate to ENGINEER the format of the documents required to be submitted.

3.E. COUNTY will examine documents submitted by ENGINEER and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of ENGINEER's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to ENGINEER.

3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.

3.G. COUNTY will prepare and process the Agreements between COUNTY and ENGINEER, and between COUNTY and construction contractor(s).

- 3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for traffic projections for all necessary County Trunk Highways.
- 3.I. COUNTY will provide traffic control for Soil Boring and Subsurface Investigations.

4. ARTICLE 4: COMPENSATION

4.A. ENGINEER fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

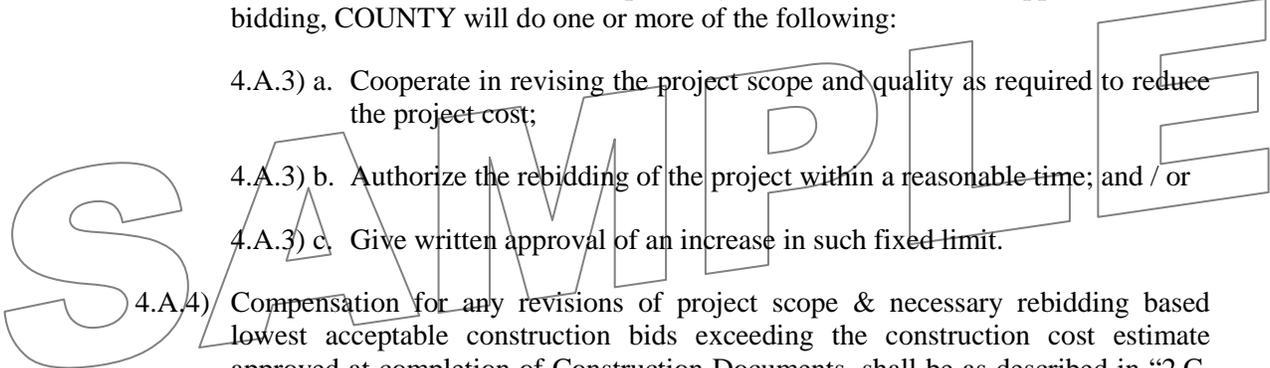
- 4.A.1) COUNTY will pay ENGINEER a lump sum fee of \$[] .
- 4.A.2) No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service under Article 4.D. of this Agreement and approved by COUNTY. If ENGINEER's cost estimates indicates a revised project cost and such revision is approved by COUNTY, the amount of the lump sum fee may be renegotiated.
- 4.A.3) In the event the lowest acceptable construction bids exceed the fixed limit of construction, as shown above, plus any COUNTY increases approved before bidding, COUNTY will do one or more of the following:
 - 4.A.3) a. Cooperate in revising the project scope and quality as required to reduce the project cost;
 - 4.A.3) b. Authorize the rebidding of the project within a reasonable time; and / or
 - 4.A.3) c. Give written approval of an increase in such fixed limit.
- 4.A.4) Compensation for any revisions of project scope & necessary rebidding based lowest acceptable construction bids exceeding the construction cost estimate approved at completion of Construction Documents, shall be as described in "2.C. Bidding Phase" section above.

4.B. ENGINEER's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

4.B.1) Design staff shall be billed at these fixed rates:

- Senior design engineer: \$[] per hour
- Junior design engineer: \$[] per hour
- Senior designer: \$[] per hour
- Junior designer: \$[] per hour
- Drafting: \$[] per hour
- Clerical: \$[] per hour

4.B.2) Employee's time shall be computed using the employee's basic hourly salary and include overhead costs for clerical support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for persons in consultation, research and design in



producing drawings, specifications and other documents pertaining to the project and for services during construction at the site.

4.C. Reimbursable Expenses:

4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by ENGINEER, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.D.). Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from COUNTY. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment Requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by ENGINEER to check the accuracy of and entitlement to the sums requested. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

4.C.1) a. Expense of reproduction of drawings and specifications, excluding the review sets required in Article 2.

4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.D. Additional Services:

4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of ENGINEER's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by ENGINEER, and subsequently approved by COUNTY PRIOR to proceeding with the work. If additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify ENGINEER's Agreement.

4.D.1) a. Revising previously approved drawings, specifications or other documents after written approval of Design Phase, to accomplish changes not initiated by ENGINEER other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

4.D.1) b. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of ENGINEER or its consultants.

4.D.1) c. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).

4.D.1) d. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when ENGINEER is party thereto.

4.D.1) e. Providing historical preservation research or documentation.

4.D.1) f. Participation in post-project evaluations.

4.D.1) g. Preparing multiple bid packages.

4.E. Payments to ENGINEER:

4.E.1) Payments of ENGINEER's lump sum fee will be made monthly, in proportion to services performed as confirmed by COUNTY, to increase the compensation to the following percentages of the lump sum fee at the completion of each phase of the project.

Design Phase	70%
Bidding Phase	75%
Construction Phase	100%

4.E.2) No more than ninety percent (90%) of ENGINEER's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that development of punch lists & submittal of record documents, has been satisfactorily completed by ENGINEER, COUNTY will determine how and when the remaining lump sum fee is disbursed.

4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of ENGINEER as defined in Article 4.D., will be made monthly upon request.

4.E.4) An ENGINEER whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

4.E.4) a. Payments to ENGINEER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of ENGINEER. COUNTY will notify ENGINEER in writing of the alleged, specific damages and amounts involved, on a timely basis.

4.E.5) Payments to ENGINEER will not be withheld due to disputes between construction contractor(s) and COUNTY.

4.E.6) If the project is suspended for more than three (3) months in whole or in part, ENGINEER will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, ENGINEER's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS

5.A. Records of ENGINEER's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative

throughout the term of this Agreement and for at least three (3) years after final payment to ENGINEER.

6. ARTICLE 6: TERMINATION OF AGREEMENT

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to ENGINEER. In the event of termination, ENGINEER will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to COUNTY Project Manager and is a condition precedent to further payment by COUNTY.
- 6.B. In the event the Agreement between ENGINEER and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to ENGINEER.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by ENGINEER or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of ENGINEER's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to ENGINEER.
- 7.C. Specifications and isolated, detail drawings inherent to the engineering design of the project, whether provided by COUNTY or generated by ENGINEER, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- 8.A. ENGINEER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of ENGINEER furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of ENGINEER under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

- 9.A. ENGINEER and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. ENGINEER shall provide up-to-date, accurate professional liability information on ENGINEER's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, ENGINEER shall furnish

COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." ENGINEER shall not cancel or materially alter this coverage without prior written approval by COUNTY. ENGINEER shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

10.A. ENGINEER and its consultants retained under terms of this Agreement shall:

10.A.1) Maintain Worker's Compensation Insurance:

10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of ENGINEER's and consultant's employees engaged in work associated with the project under this Agreement.

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of ENGINEER as insureds.

10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

11.A. ENGINEER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.

11.B. Legal Relations. ENGINEER shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.

11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve ENGINEER from any duty or responsibility it has

for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.

11.D. Successors, Subrogees and Assigns. COUNTY and ENGINEER each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.

11.E. Claims. ENGINEER's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to COUNTY Deputy Public Works Director for review and resolution. The decision of the Deputy Public Works Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.

11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and ENGINEER.

11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

12.A. During the term of this Agreement, ENGINEER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). ENGINEER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

12.B. Civil Rights Compliance:

12.B.1) If ENGINEER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, ENGINEER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements

under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ENGINEER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. ENGINEER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If ENGINEER has less than twenty (20) employees, but receives more than \$20,000 from COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ENGINEER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of ENGINEER's Plan is sufficient.

12.B.2) ENGINEER agrees to comply with COUNTY's civil rights compliance policies and procedures. ENGINEER agrees to comply with civil rights monitoring reviews performed by COUNTY, including the examination of records and relevant files maintained by ENGINEER. ENGINEER agrees to furnish all information and reports required by COUNTY as they relate to affirmative action and non-discrimination. ENGINEER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

12.B.3) ENGINEER shall post the Equal Opportunity Policy, the name of ENGINEER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. ENGINEER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

12.B.4) ENGINEER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

ATTACHMENT A

ENGINEERING PROFESSIONAL SERVICES AGREEMENT

AGREEMENT ON CONSTRUCTION PHASE SITE VISITS

Project No.: 319025

Agreement No.: [No.]

Project Name: County Trunk Highways N & J Bridges - Engineering Design & Construction Management Services

Construction phase services, for the project referenced above, shall be provided by either ENGINEER or its Consultants as follows and in compliance with Article 2.G.:

1. ENGINEER shall visit the site three (3) times per week during the construction phase and attend the pre-construction meeting, weekly progress meetings and final inspection to determine if work has been completed according to plans and specifications. Site visits shall be conducted at essential times during the construction phase. To be considered a site visit, close-up observation of the current building elements in process of being constructed must be performed. Additional site visits necessitated by ENGINEER error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to COUNTY. Additional site visits necessitated by significant failure on the part of the lead or other prime construction contractors to perform, will be given consideration as additional services, reimbursable by the responsible construction contractor(s) through COUNTY. Where specialty work is performed "in-house" or by an outside Consultant, the minimum number of separate site visits by that specialist shall be as indicated below.

SAMPLE

ATTACHMENT B

ENGINEERING PROFESSIONAL SERVICES AGREEMENT

ENGINEER / CONSULTANT AGREEMENT

Date: [Date] _____

Project No.: 319025 _____

Agreement No.: [No.] _____

THIS AGREEMENT is between [ENGINEER Name], hereinafter called "ENGINEER", executing this Agreement, and [Consultant Name] hereinafter called the "Consultant".

WITNESSETH

WHEREAS, ENGINEER has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "project", which is described as follows:

County Trunk Highways N & J Bridges - Engineering Design & Construction Management Services

WHEREAS, ENGINEER deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, ENGINEER and Consultant agree that the terms of the Agreement between COUNTY and ENGINEER also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between ENGINEER's Agreement with COUNTY and ENGINEER's Agreement with the Consultant, ENGINEER's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for ENGINEER;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and ENGINEER which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, ENGINEER and the Consultant have executed this Agreement.

[Consultant Firm Name] _____

[ENGINEER Firm Name] _____

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

Providing the following services:

[Describe services] _____