DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Kathleen M. Falk

1919 Alliant Energy Center Way • Madison, Wisconsin 53713
Phone: (608) 266-4018 • Fax: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

February 25, 2011

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 311008 to provide professional Engineering Services for Locks and Control Gates Renovation and Survey in Madison, WI. The Proposals are due on or before **2:00 PM, Thursday, March 31, 2011**. No proposal bond or performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please be sure to include three bound copies of your proposal package. To submit your proposal, please follow these instructions:

1. Place Proposal information in order and including all items per section C. Proposal Submission in the Supplemental Conditions.
2. Submit all in 8-1/2" x 11" binder and clearly label your envelope containing your proposal in the lower left-hand corner as follows:
   "Proposal No. 311008
   Engineering Services for Locks and Control Gates Renovation and Survey in Madison, WI
   2:00 PM, Thursday, March 31, 2011"
3. Mail or return to:
   John Schraufnagel, Project Engineer
   Dane County Department of Public Works, Highway & Transportation
   1919 Alliant Energy Center Way
   Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please contact Caleb Barth, 608/219-2917 or barth.caleb@countyofdane.com.

Sincerely,

John Schraufnagel
Project Engineer

Encl.: Request for Proposals No. 311008 Package

DOCUMENT INDEX FOR RFP NO. 311008

PROPOSAL REQUIREMENTS

- Cover Letter
- Documents Index
- Invitation to Propose (Legal Notice)
- Signature Page
- Fair Labor Practices Certification
- Requested Services and Business Information
- Sample Agreement for Professional Services
- Supplementary Conditions
  - Qualifications and Eligibility Requirements
  - Pricing
  - Proposal Submission
  - Evaluation Criteria
- Scope of Work
- Sample DNR Dam Inspection Checklist

DRAWINGS

- Sheet 1 – Babcock Park Brochure
- Sheet 2 – Lafollete Park Brochure
- Sheet 3 – Tenney Locks Site Map

LEGAL NOTICE

REQUEST FOR PROPOSALS

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

2:00 P.M., THURSDAY, MARCH 31, 2011

REQUEST FOR PROPOSALS NO. 311008

ENGINEERING SERVICES FOR LOCKS AND CONTROL GATES RENOVATION AND SURVEY

Dane County is inviting Proposals for engineering services to design & specify lock repairs & control gate renovation, estimate the project cost breakdown & provide project management for Babcock & LaFollette Locks in Dane County, WI. The Proposal shall include a WDNR Dam Inspection on the Tenney Locks in Madison, WI & the survey & installation of three monument benchmarks at each of the three Locks. Only firms with capabilities, experience & expertise with similar projects should request this packet & submit Proposals.

The Request for Proposal package may be obtained after **2:00 p.m. on Friday, February 25, 2011** at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.danepurchasing.com/rfps.aspx. Please call Caleb Barth, 608-219-2917, for any questions or additional information.

All Proposers wishing to submit a Proposal must be a paid registered vendor with Dane County Purchasing before proposal opening. Complete Vendor Registration Form at www.danepurchasing.com or obtain one by calling 608-266-4131.

PUBLISH: FEBRUARY 24 & MARCH 3, 2011 - WISCONSIN STATE JOURNAL

FEBRUARY 24 & MARCH 3, 2011 – THE DAILY REPORTER

SIGNATURE PAGE

County of Dane
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
Room 425, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, Wisconsin 53703
(608) 266-4131

COMMODITY / SERVICE: **Engineering Services for Locks and Control Gates Renovation and Survey**			
REQUEST FOR PROPOSAL NO.: 311008	PROPOSAL OPENING DATE: 3/31/2011	BID BOND: N/A	PERFORMANCE BOND: N/A

PROPOSAL INVALID WITHOUT SIGNATURE

THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.

SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)	**DATE:**
SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)
COMPANY NAME:	
ADDRESS: (Street, City, State, Zip Code)	

CONTRACT COMPLIANCE PROGRAM WORKSHEET

A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.

B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.

C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
   1. DBE Disadvantaged Business Enterprise
   2. MBE Minority Business Enterprise
   3. WBE Women Business Enterprise
   4. ESB Emerging Small Business

D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

D	**DBE**	B	**African American**	L	**Male**	E	**ESB**
M	**MBE**	H	**Hispanic American**	F	**Female**		
W	**WBE**	N	**Native American / American Indian**				
		A	**Asian Pacific American**				
		I	**Asian-Indian American**				
↓		↓		↓		↓	
☐		☐		☐		☐	

E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: _____ Date: _____

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
   1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantages individuals; and
   2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
   3. Socially and Economically Disadvantaged Individuals:
      a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
      b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
         1) Women;
         2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
         3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
         4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
         5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
         6) Asian-Indian Americans, which includes persons who origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.

B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.

C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and. must control the management daily operation of the business.

D. **Emerging Small Business (ESB):**
   1. An independent business concern that has been in business for at least one (1) year.
   2. Business is located in the State of Wisconsin.
   3. Business is comprised of less than twenty-five (25) employees.
   4. Business must not have gross sales in excess of three million over the past three (3) years.
   5. Business does not have a history of failing to complete projects.

FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has a submitted a proposal, bid or application for a contract with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

_____ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ _____
Officer or Authorized Agent Signature Date

_____
Printed or Typed Name and Title

_____
Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlrb.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.11(28)(a) is as follows:
(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.

REQUESTED SERVICES AND BUSINESS INFORMATION

A. Dane County is inviting proposals for professional Engineering Services for Locks and Control Gates Renovation and Survey in Madison, WI.

B. Services that will be included in a Professional Services Agreement are as follows:

1. Detailed cost estimates of the work to be done.
2. Wisconsin DNR Dam Inspection at Tenney Locks.
3. Survey for the three monument benchmarks at each Lock and design them per DOT standards for contractor to install.
4. Preparation of final analysis of renovations at Babcock and Lafollette Locks for Dane County Public Works review, input and changes.
5. Preparation of Construction Documents for bidding (including working drawings and specifications of all structural, mechanical, electrical, telecommunications, controls, hydraulics, and security).
6. Construction inspection and administration and construction meetings (two/month) including construction meeting minutes.
7. Process construction documents such as pay requests, change orders and shop drawings.
8. Approve material submittals.
9. Coordinate Work with Dane County Public Works Project Engineer.
10. Estimates, specifications, design, bidding and construction management of the site utilities and other services as may be needed.
11. Obtain all necessary registrations, licenses, occupancy permits, DNR approvals, certificates of inspection reports, or other administrative work from any governmental or organizational agency, in order to enable full performance of the terms of this Agreement.

C. Listed below estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
February 25, 2011	RFP issued
March 31, 2011 @ 2:00 p.m.	Proposals due
April 12, 2011 (estimated)	Interviews
April 19, 2011 (estimated)	Notification of intent to award sent out
May 12, 2011 (estimated)	Signed Contract

D. Dane County Public Works, Highway and Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.

E. Information regarding this project may be obtained from Caleb Barth, 608/219-2917 or barth.caleb@countyofdane.com .

F. If RFP documents are obtained from the Dane County web site, proposing company is responsible to check back regularly at the web site for Addenda.

G. **All Proposals must be submitted by 2:00 P.M., Thursday, March 31, 2011.**

H. Dane County reserves the right to accept or reject any Proposal submitted.

I. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this Work, a timetable and the basis of their fee schedule.

J. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.

K. Dane County is an Equal Opportunity Employer.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DANE COUNTY LOCKS AND CONTROL GATES RENOVATION AND SURVEY IN DANE COUNTY, WISCONSIN

RFP NO. 311008

THIS AGREEMENT, made and entered into as of date by which authorized representatives of both parties have affixed their signatures, is by and between County of Dane (hereafter referred to as "OWNER") and Consultant Company Name (hereafter, "ENGINEER").

WHERAS, OWNER intends to analyze and conduct the Locks and Control Gates Renovation and Survey in Dane County, WI; and

WHERAS, OWNER desires to enter into an Agreement with ENGINEEER for provision of ENGINEER'S services;

NOW, THEREFORE, in consideration of above recitals and mutual covenants of parties, receipt and sufficiency of which is acknowledged by each party for itself, parties do agree as follows:

ARTICLE 1

ENGINEER'S SERVICES

BASIC SERVICES

(1) ENGINEER'S Basic Services with respect to the Locks and Control Gates Renovation and Survey (hereinafter, "the Project") shall be as set forth in Schedule A, B, and C. Schedules are attached hereto, and shall consist of project phases described below, including all usual and customary consulting services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedules A, B, and C.

DESIGN PHASE

(2) ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of the Project and shall verify with OWNER program and functional requirements of the Project.

(3) Based on information, materials and requirements as verified by OWNER, ENGINEER shall prepare Design Report consisting of drawings and other documents to fix and describe size and character of the Project as to specifications, details, materials, components, equipment and systems, including site, utility, structural, mechanical, electrical, controls, hydraulic, security, and telecommunications. Draft version of Design Report shall be submitted to OWNER for review, modifications and written approval before submitting Final version.

(4) ENGINEER shall submit to OWNER in Design Report construction cost estimate based on information provided by OWNER and gathered by ENGINEER.

(5) ENGINEER shall inspect Tenney Locks in Madison, WI to fulfill Wisconsin DNR requirements.

(6) ENGINEER shall survey locations for three (3) monument benchmarks at each of the three (3) Locks. These monument benchmarks will then need to be tied into existing grid systems using NAVD88 and NAVD29 standards and accuracy to +/- 0.10 feet.

(7) ENGINEER shall not be responsible for providing services not included in this Agreement and not customarily furnished in accordance with generally accepted engineering practices.

CONSTRUCTION DOCUMENTS PHASE

(8) Based on approved Design Documents, ENGINEER shall prepare Drawings and Specifications setting forth in detail requirements for bidding and constructing the Project, including necessary bidding information. OWNER shall prepare necessary invitation and instructions to bidders, bidding forms, form of Contract between OWNER and Contractor, General Conditions of Contract, and Supplementary Conditions.

(9) Drawings, Specifications and other documents prepared under this Construction Document Phase shall be by ENGINEER and submitted to OWNER for written Approval.

(10) ENGINEER shall advise OWNER of any adjustments to previously submitted construction cost estimate indicated by changes in requirements or general market conditions, and shall obtain OWNER'S written approval of any such changes.

(11) ENGINEER shall submit construction related documents requiring approval of governmental authorities having jurisdiction over the Project and obtain such approvals.

BIDDING OR NEGOTIATION PHASE

(12) Following OWNER'S approval of documents prepared under Construction Documents Phase and latest construction cost estimate, ENGINEER shall assist OWNER in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

PROJECT MANAGEMENT PHASE

(13) Project Management Phase shall commence with award of Construction Contract and shall terminate when OWNER accepts the Project.

(14) ENGINEER shall provide administration of Construction Contract and will report deviations from Drawings and Specifications discovered as result of inspection visits (2/month).

(15) ENGINEER, as representative of OWNER during Project Management Phase, shall advise and consult with OWNER and all of OWNER'S instructions to Contractor shall be issued through ENGINEER. ENGINEER shall have authority to act on behalf of OWNER to extent provided in this Agreement unless otherwise modified in writing.

(16) ENGINEER shall at all times have access to the Project and work thereon. Give consideration and attention to facility contractors' needs and surrounding environment and work accordingly. Coordinate concerns or questions about facility contractors' needs and surrounding environment with Facility Manager or Public Works Project Engineer.

(17) ENGINEER shall endeavor to protect OWNER against defects and deficiencies in work of Contractor. ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project.

(18) Based on site observations and on Contractor's Application & Certificate for Payment, ENGINEER shall determine amount owed to Contractor and shall certify such amounts. Certifying of Application & Certificate for Payment shall constitute representation by ENGINEER to OWNER, based on ENGINEER'S site observations and data comprising Application & Certificate for Payment, that work has progressed to point indicated; that to ENGINEER'S best knowledge, information and belief, quality of work is in accordance with Construction Documents (subject to evaluation of work for conformance with Construction Documents upon substantial completion, to results of any subsequent tests required by Construction Documents, to minor deviations from Construction Documents correctable prior to completion, and to any specific qualifications stated in Application & Certificate for Payment); and that Contractor is entitled to payment in amount certified. By certifying Application & Certificate for Payment, ENGINEER shall not be deemed to represent that ENGINEER has made any examination to ascertain how and for what purpose Contractor has used money paid on account of contract sum.

(19) ENGINEER shall be, in first instance, interpreter of requirements of Construction Documents and shall make recommendations on all claims of OWNER or Contractor relating to execution and progress of the Project and on all other matters or questions relating thereto. ENGINEER'S decisions in matters relating to artistic effect shall be final if consistent with intent of Construction Documents.

(20) ENGINEER shall have authority to reject work that does not conform to Construction Documents. Whenever, in ENGINEER'S reasonable opinion, ENGINEER considers it necessary or advisable to insure proper implementation of intent of Construction Documents, ENGINEER will have authority to require reasonable number of inspections or

testing of any work in accordance with provisions of Construction Documents whether or not such work be then fabricated, installed or completed.

(21) ENGINEER shall review and approve shop drawings, samples, and other submissions of Contractor for conformance with design concept of the Project and for compliance with Drawings and Specifications.

(22) ENGINEER shall prepare information for Change Orders and submit to OWNER for ENGINEER shall conduct inspections to determine progress for payment, substantial completion and final completion. They shall receive and review written guarantees and related documents assembled by Contractor, for OWNER'S permanent record, and shall certify final Application & Certificate for Payment.

(23) ENGINEER shall not be responsible for acts or omissions of Contractor, or any Subcontractors, or any of Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Project.

(23) ENGINEER shall not be responsible for making investigations involving detailed appraisals and evaluations of existing facilities, and surveys or inventories required in connection with construction performed by OWNER.

(24) ENGINEER shall not be responsible for providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of type set forth under Basic Services section under Article 1 as may be required in connection with replacement of such work.

(25) ENGINEER shall not be responsible for providing professional services made necessary by default of Contractor or by major defects in work of Contractor in performance of Construction Contract.

(26) ENGINEER shall not be responsible for preparing to serve or serving as expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

(27) ENGINEER shall provide usual and customary services of engineering consultants for design and engineering of site, structural, mechanical, electrical, controls, security, and telecommunications systems included in the Project.

START-UP / TROUBLESHOOTING PHASE

(28) ENGINEER shall provide necessary assistance and expertise in initial start-up, testing, adjusting and balancing, and troubleshooting of any equipment or system.

(29) ENGINEER shall provide necessary assistance and expertise in preparation of operation and maintenance manuals, and training personnel for operation and maintenance.

CLOSEOUT / TRAINING PHASE

(30) ENGINEER and OWNER shall review each site with Contractor to determine if all items detailed and specified have been successfully completed. A punch list will be developed with any deficiencies discovered.

(31) ENGINEER shall train OWNER on use and maintenance of the Locks and Control Gates. Closeout / Training Phase shall be completed when the punch list is resolved and OWNER is accustom to use of the entire system.

ARTICLE 2

OWNER'S RESPONSIBILITIES

(1) OWNER shall provide full information regarding requirements for the Project.

(2) OWNER shall designate, when necessary, representative authorized to act in OWNER'S behalf with respect to the Project. OWNER shall examine documents submitted by ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of ENGINEER'S services.

(3) OWNER shall furnish certified land survey of site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of site.

(4) OWNER shall pay directly for necessary testing services, including lab work, soil borings, compaction testing and concrete testing. ENGINEER shall supervise such testing.

(5) If OWNER becomes aware of any fault or defect in the Project or non-conformance with Construction Documents, RFP, or this Agreement, OWNER shall give prompt notice thereof to ENGINEER and ENGINEER shall take prompt action to correct such fault or defects.

(6) OWNER shall expeditiously furnish information required hereunder:

(a) Asbestos / hazardous materials abatement plan, and;

(c) Existing facility drawings and specifications.

ARTICLE 3

CONSTRUCTION COST

(1) Actual or probable construction cost is the OWNER accepted bid, alternates and Change Orders of the Project.

(2) Actual or probable construction cost is not to be used as basis for determining ENGINEER'S compensation under this Agreement.

(3) Actual or probable construction cost does not include compensation of ENGINEER and ENGINEER'S consultants, cost of land, rights-of-way, or other costs which are responsibility of OWNER.

(4) Construction cost estimates prepared by ENGINEER represent ENGINEER'S best judgment as design professionals familiar with current construction industry. It is recognized, however, that neither ENGINEER nor OWNER has any control over cost of labor, materials or equipment, over methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, ENGINEER does not guarantee that bids will not vary from any construction cost estimates prepared by ENGINEER.

(5) There shall be bidding contingency in amount equal to ten percent (10%) of cost of construction set forth in construction cost estimate approved by OWNER at Design Phase, including any adjustments approved at Construction Documents Phase.

(6) If Bidding or Negotiating Phase has not commenced within six months after ENGINEER submits Construction Documents to OWNER, construction cost estimate approved by OWNER at Design Phase, including adjustments approved at Construction Documents Phase, shall be adjusted to reflect any change in general level of prices which may have occurred in construction industry for area in which the Project is located. Adjustment shall reflect changes between date of submission of Construction Documents to OWNER and date on which proposals are sought.

(7) If cost of construction set forth in construction cost estimate approved by OWNER at Design Phase (including any adjustments approved at Construction Documents Phase plus amount of bidding contingency established hereunder) is exceeded by ten percent (10%) by lowest bona fide bid, OWNER shall:

(a) Give written approval to proceed with the Project at said bid amount; or

(b) Authorize re-bidding the Project within reasonable time and cooperate with ENGINEER in revising the Project scope and quality to reduce cost of the Project to amount not in excess of cost of construction set forth in construction cost estimate approved at Design Phase (including adjustments approved at Construction Documents Phase plus amount of bidding contingency).

(8) In case of (b), ENGINEER, without additional charge, shall modify Drawings and Specifications as necessary and as approved by OWNER to reduce cost of the Project prior to re-bid. Providing of such service shall be limit of ENGINEER'S responsibilities in this regard and, having done so, ENGINEER shall be entitled to compensation set forth in this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by ENGINEER, and cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed fee for services performed under this Agreement shall include all Direct Personal Expenses incurred in providing such services unless otherwise approved by OWNER in writing.

ARTICLE 5

REIMBURSABLE EXPENSES

(1) Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by ENGINEER, its employees, or professional consultants in interest of the Project and subject to prior written consent of OWNER. Reimbursable Expenses shall be directly billed to OWNER and may include following:

(a) Expense of reproducing and mailing Drawings and Specifications for bidding.

(b) Fees paid for securing approval of authorities having jurisdiction over the Project.

(c) On and off site testing.

ARTICLE 6

PAYMENTS TO ENGINEER

(1) Fee for the project shall be a percent of the actual cost of work. Prior to receipt of bids, probable construction cost as detailed in design phase shall be used for payment.

(2) Payments for services under this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each Phase shall equal to following percentage for services hereunder:

Design Phase	35%
Construction Documents Phase	20%
Bidding or Negotiation Phase	5%
Project Management Phase	30%
Start-up / Troubleshooting Phase	5%
Close-out / Training Phase	5%

(3) Payments for additional services of ENGINEER and for Reimbursable Expenses shall be made monthly upon submission by ENGINEER of statements for services rendered. OWNER shall make payments for Reimbursable Expenses directly to provider of service.

(4) No deductions shall be made from ENGINEER'S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

ARTICLE 7

ENGINEER'S ACCOUNTING RECORDS

(1) Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for any services approved to be performed on basis of Multiple of Direct Personnel Expense, shall be kept on generally recognized accounting basis and shall be available to OWNER or OWNER'S authorized representative at mutually convenient time.

ARTICLE 8

TERMINATION OF AGREEMENT

(1) This Agreement may be terminated by either party upon seven days' written notice should other party fail substantially to perform in accordance with its terms through no fault of party initiating termination.

(2) In event of termination not due to fault of ENGINEER, ENGINEER shall be paid compensation for services performed to date of termination date, including Reimbursable Expenses.

(3) What follows shall constitute grounds for immediate termination:

(a) Violation by ENGINEER of any State, Federal or local law, or failure by ENGINEER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;

(b) Failure by ENGINEER to carry applicable licenses or certifications as required by law;

(c) Failure of ENGINEER to comply with reporting requirements contained herein; or

(d) Inability of ENGINEER to perform the Project provided for herein.

(4) Failure of Dane County Board of Supervisors or State or Federal Governments to appropriate sufficient funds to carry out OWNER'S obligations hereunder shall result in automatic termination of this Agreement as of date funds are no longer available, without notice.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

(1) Drawings and Specifications shall remain property of ENGINEER whether the Project for which they are made is executed or not. ENGINEER shall furnish OWNER with:

(a) Three (3) regular bound copies of final Design Phase Documents;

(b) Electronic version of final Design Phase Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;

(c) One (1) regular bound copy of final Construction Document Phase Drawings to be submitted by ENGINEER to [State of Wisconsin, City of Madison, other entity] for stamped approval;

(d) Electronic version of both final Construction Document Phase Drawings and Record Drawings in AutoCAD 2007 (or earlier version) on CD;

(e) Electronic version of final Construction Document Phase Drawings in Adobe PDF 7.0 (or earlier version) on CD;

(f) One (1) regular bound copy of final Construction Document Phase Project Manual to be submitted by ENGINEER to [State of Wisconsin, City of Madison, other entity] for stamped approval;

(g) Electronic version of both final Construction Document Phase Project Manual and final Record Project Manual in Word 2000 (or earlier version) on CD; and

(h) Electronic version of final Construction Document Phase Project manual in Adobe PDF 7.0 (or earlier version) on CD;

ARTICLE 10

SUCCESSORS AND ASSIGNS

(1) OWNER and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to other parties to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer any interest in this Agreement without written consent of other.

ARTICLE 11

EXTENT OF AGREEMENT

(1) This Agreement, including Schedules A, B and C attached hereto, represents entire integrated agreement between OWNER and ENGINEER and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

ARTICLE 12

GOVERNING LAW

(1) Law of State of Wisconsin shall govern this Agreement, with venue in Dane County Circuit Court.

ARTICLE 13

ENGINEER'S LIABILITY INSURANCE

(1) ENGINEER shall, at all times during term of this Agreement, indemnify, save harmless and defend OWNER, its boards, commissions, agents, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which OWNER, its officers, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of ENGINEER furnishing services required to be provided under this Agreement, provided, however, that provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from acts or omissions of OWNER, its agents, boards, commissions, officers, employees or representatives. Obligations of ENGINEER under this paragraph shall survive expiration or termination of this Agreement.

(2) In order to protect itself and OWNER, its officers, boards, commissions, agents, employees and representatives under indemnity provisions above, ENGINEER shall at all times during term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (with OWNER as additional insured), together with professional malpractice or errors and omissions coverage, issued by company or companies authorized to do business in State of Wisconsin and licensed by Wisconsin Insurance Department, with liability coverage provided for therein in amounts of at least $1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. OWNER shall be given ten (10) days

advance notice of cancellation or non-renewal. Upon execution of this Agreement, ENGINEER shall furnish OWNER with certificate of insurance and, upon request, certified copies of required insurance policies. If ENGINEER'S insurance is underwritten on Claims-Made basis, Retroactive Date shall be prior to or coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made and indicate Retroactive Date, ENGINEER shall maintain coverage for duration of this Agreement and for six years following completion of this Agreement, and ENGINEER shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that ENGINEER shall furnish OWNER with 30-day notice of aggregate erosion, in advance of Retroactive Date, cancellation, or renewal. In event any action, suit or other proceeding is brought against OWNER upon any matter herein indemnified against, OWNER shall give reasonable notice thereof to ENGINEER and shall cooperate with ENGINEER'S attorneys in defense of action, suit or other proceeding. ENGINEER shall furnish evidence of adequate Worker's Compensation Insurance.

(3) ENGINEER'S obligation to maintain professional errors and omissions insurance coverage shall remain in effect for period of two years following completion of construction of this Project. Copy of ENGINEER'S professional insurance shall be filed with OWNER prior to commencement of the Project. ENGINEER agrees to provide to OWNER at least thirty-day notice of intent to cancel any of these policies, whereupon OWNER shall have right to pay any premiums to retain insurance coverage or to obtain coverage from other companies, and OWNER shall be entitled to collect cost thereof from ENGINEER. Cessation of insurance coverage shall have no effect on obligations and duties of ENGINEER under law or this Agreement.

(4) In case of any sublet of work under this Agreement, ENGINEER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of ENGINEER.

(5) Parties do hereby expressly agree that OWNER, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such

waiver to be in writing only. Such waiver may include or be limited to reduction in amount of coverage required above. Extent of waiver shall be determined solely by OWNER'S Risk Manager taking into account nature of the Project and other factors relevant to OWNER'S exposure, if any, under this Agreement.

ARTICLE 14

NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of ENGINEER and making of any such payment or acceptance of any such service or product by OWNER while any such default or breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.

ARTICLE 15

NONDISCRIMINATION

(1) ENGINEER will not discriminate against any recipient of services, actual or potential, employee or applicant for employment, because of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s) and selection for training, including apprenticeship. ENGINEER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth provisions of this paragraph. Listing herein 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 extent allowable in state or federal law.

(2) ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment and ENGINEER shall include statement to effect that ENGINEER is "Equal Opportunity Employer".

(3) ENGINEER will send to each labor union or representative of workers with which ENGINEER has collective bargaining agreement or other contract or understanding, notice, to be provided by OWNER'S Affirmative Action Officer, advising labor union or workers' representative of commitments under this Agreement, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) ENGINEER shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action Officer and will permit access to its books, records, and accounts by OWNER and OWNER'S Affirmative Action Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ARTICLE 16

CIVIL RIGHTS COMPLIANCE

(1) If ENGINEER has twenty or more employees and receives $20,000 in annual contracts with OWNER, ENGINEER shall submit to OWNER current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title VI and XVI of Public Service Health Act, Age Discrimination Act of 1975, Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ENGINEER shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of Chapter 19 of Dane County Code of Ordinances. ENGINEER shall submit copy of its discrimination complaint form with its CRC/AA Plan. CRC/AA Plan must be submitted prior to effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement

by OWNER. If approved plan has been received during previous calendar year, plan update is acceptable. Plan may cover two-year period. ENGINEER who has less than twenty employees, but who receives more than $20,000.00 from OWNER in annual contracts, may be required to submit CRC Action Plan to correct any problems discovered as result of complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ENGINEER submits CRC/AA Plan to a Department of Workforce Development Division or to Department of Health and Family Services Division that covers services purchased by OWNER, verification of acceptance by State of ENGINEER'S Plan is sufficient.

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

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

(4) ENGINEER shall provide copies of all announcements of new employment opportunities to OWNER'S Contract Compliance Officer when such announcements are issued.

(5) If ENGINEER is government entity having its own compliance plan, ENGINEER'S plan shall govern ENGINEER'S activities.

ARTICLE 17

LIVING WAGE

(1) ENGINEER agrees to pay all workers employed by ENGINEER in performance of this Agreement, whether on a full-time or part-time basis, prevailing living wage as defined in Chapter 25.015(1)(f), Dane County Ordinances. ENGINEER agrees to make available for OWNER inspection ENGINEER'S payroll records relating to employees providing services on or under this Agreement or subcontract.

(2) If any payroll records of ENGINEER contain any false, misleading or fraudulent information, or if ENGINEER fails to comply with provisions of Chapter 25.015 of Dane County Code of Ordinances, OWNER may withhold payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after due process hearing, deny ENGINEER right to participate in bidding on future OWNER contracts for period of one year after first violation is found and for period of 3 years after second violation is found.

(3) ENGINEER agrees to submit to OWNER certification as required in Chapter 25.015(7) of Dane County Code of Ordinances.

(4) ENGINEER agrees to display OWNER'S current living wage poster in prominent place where it can be easily seen and read by persons employed by ENGINEER.

(5) ENGINEER shall ensure that any subcontractors comply with provisions of this Chapter 25.

(6) What follows are exemptions from requirements of Chapter 25:

(a) When Maximum Cost of Agreement is less than $5,000;

(b) When ENGINEER is school district, municipality, or other unit of government;

(c) When employees are persons with disabilities working in employment programs and ENGINEER holds current sub-minimum wage certificate issued by U.S. Department of Labor or where such certificate could be issued but for fact that ENGINEER is paying wage higher than minimum wage;

(d) When individual receives compensation for providing services to family member;

(e) When employees are student interns;

(f) When ENGINEER meets any other criteria for exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances; and

(g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail.

ARTICLE 18

MISCELLANEOUS

(1) ENGINEER warrants that it has complied with all necessary requirements to do business in State of Wisconsin, that persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that name and address of ENGINEER'S registered agent is follows:

_____

_____

_____

(2) ENGINEER shall notify OWNER immediately, in writing, of any change in its registered agent, his or her address, and ENGINEER'S legal status. For partnership, term "registered agent" shall mean general partner.

(3) This Agreement is intended to be agreement solely between 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 parties.

(4) Entire agreement of parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between parties relating to subject matter hereof. Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

(5) Parties may evidence their agreement to foregoing upon one or several counterparts of this instrument, which together shall constitute single instrument.

IN WITNESS WHEREOF, OWNER and ENGINEER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of date by which all parties hereto have affixed their respective signatures, as indicate below.

* * * * * * *

FOR ENGINEER:

Signature | Date

Printed or Typed Name and Title

Signature | Date

Printed or Typed Name and Title

* * * * * * *

FOR OWNER:

Kathleen M. Falk, County Executive | Date

Robert Ohlsen, County Clerk | Date

SCHEDULES FOR PROFESSIONAL ENGINEERING SERVICES

LOCKS AND CONTROL GATES RENOVATION AND SURVEY
BABCOCK, LAFOLLETE, AND TENNEY LOCKS
DANE COUNTY, WISCONSIN

RFP NO. 311008

SCHEDULE "A"

Dane County Public Works is requesting proposals for professional design and specification services. The selected professional will be required to design & specify lock repairs & control gate renovation, estimate the project cost breakdown & provide project management for Babcock & Lafollette Locks in Dane County, WI. The selected professional shall inspect Tenney Locks in Madison, WI to Wisconsin DNR requirements & survey three monument benchmarks at each of the three Locks.

SCHEDULE "B"

A. Payment for these services will be paid as work progresses and as scheduled in Agreement. Agreement amount is X.X% of total construction cost. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up.

B. Invoices shall be submitted to: John Schraufnagel, Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.

SCHEDULE "C"

A. This Agreement covers following expanded services:
   1. Dane County will advertise and accept bids for construction phase.
   2. Engineer is to oversee the Project not only as Engineer, but also as a Construction Representative of Dane County.
   3. Dane County Public Works Project Engineer shall attend bi-weekly progress meetings and site inspections, review plans, specifications, and payments and review all Engineer approved submittals.
   4. Dane County Project Engineer shall also review the Project and shall be the main contact for Dane County.

SUPPLEMENTARY CONDITIONS

A. QUALIFICATIONS & ELIGIBILITY REQUIREMENTS

To be considered for this project, the Consultant must meet or exceed the following criteria:

A. Have at least one (1) electrical engineer, background in controls, circuits, and power distribution, one (1) civil engineer, background in similar locks and dam projects, and one (1) mechanical engineer, background in hydraulics and controls, as responsible members of the firm.

B. Have been in business for a period of not less than five (5) years.

C. Must have been responsible for the analysis of at least three (3) lock or dam renovation projects of similar design, scope, and size of the Locks and Control Gates Renovation and Survey. The selection will be made on experience, cost, and current ability to plan and oversee construction of this project.

D. Consideration may be given to joint ventures consisting of two ore more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the carious responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

B. PRICING

Pricing information should be submitted with this RFP as outlined below.

I. It is anticipated that the work done within the scope of this RFP, as outlined in the Scope of Work, will be a percentage of construction work to be done.
II. There is a total budget for this project of approximately 1.5 million.

Please provide pricing information below.

PERCENT OF TOTAL CONSTRUCTION COST $ _____

C. PROPOSAL SUBMISSION

Proposals should be submitted in the following order:

1. Cover Sheet
2. Signature Page
3. Qualifications
4. Requested Services and Business Information
5. Work-plan and Proposed Schedule
6. Relevant Experience
7. Proposed Project Team With Resumes
8. References
9. Pricing Worksheet

D. EVALUATION CRITERIA

Personnel Assigned to the Project		25
Relative Experience		25
References		15
Work Plan		10
Pricing		25
	Total	100

SCOPE OF WORK

LOCKS AND CONTROL GATES RENOVATION AND SURVRY

AT

BABCOCK, LAFOLLETTE, AND TENNEY LOCKS

RFP #311008

Engineer's Scope of Services Summary:

1. Detailed cost estimates.
2. Wisconsin DNR Dam Inspection at Tenney Locks (DNR Checklist Enclosed).
3. Survey and design the three monument benchmarks at each Lock.
4. Preparation of final analysis of renovations at Babcock and Lafollette Locks for Dane County review, input and changes.
5. Design and develop a remotely controlled hydraulic lift system for control logs at Babcock Locks.
6. Design and develop an on sight electrically controlled hydraulic system to control the lock gates at Babcock and Lafollette Locks. Some of existing system could be used if its in good condition.
7. Automate fill valves and synchronize with lock gate operating system at both Babcock and Lafollette Locks.
8. Investigate concrete cracking and spalling at Lafollette and Babcock Locks. Lafollette Locks has one (1) control bay with a side channel that needs to be reworked to achieve plumb.
9. Lafollette locks requires a DNR mandated stability analysis.
10. Design and specify two (2) docks at Babcock Locks and one (1) dock at Lafollette Locks.
11. Design and specify removal of existing concrete overpasses at each site and provide alternate access.
12. Design 10' x 12' equipment building for Babcock to house electrical and hydraulic equipment.
13. Specify resurfacing of all log channels with smooth liners.
14. Design and specify the rebuilding or replacing of lock gates at Babcock and Lafollette Locks.
15. Design and specify electric service as well as lighting and power sources at each site.
16. Design security fencing and fishing and ADA accessibility at Babcock and Lafollette Locks.
17. Preparation of Construction Documents for bidding (including working drawings and specifications of all building site, structural, mechanical, electrical, hydraulic systems, controls, security, and telecommunications).
18. Construction inspection and administration and construction meetings (two/month) including construction meeting minutes.
19. Process construction documents such as pay requests, change orders and shop drawings.
20. Approve material submittals.
21. Coordinate Work with Dane County Public Works Project Engineer.
22. Estimates, specifications, design, locating, bidding and construction management of the site utilities and other services as may be needed.
23. Obtain all necessary registrations, licenses, occupancy permits, certificates of inspection reports, or other administrative work from any governmental or organizational agency, in order to enable full performance of the terms of this Agreement.
24. All testing, borings, major copying, reproductions and postage are to be done by third parties and paid directly by Dane County. Engineer is to administer and advise on all these issues and obtain best value for Dane County.

Name of Dam:			Date:		
Inspectors:			F.F #:		
Owner's Name:			Key Seq #:		
Street:					
City, State, Zip Code:					
County:			Phone:		
Weather and Site conditions:			Email:		
	GENERAL			Action	
Item	N	Notes/ Observations	M	I	R
1 Monuments/Benchmarks					
Location:					
Elevation:					
2 Pool Level					
Normal/Operating:					
Maximum:					
Minimum:					
3 Access Road					
4 Signage/ Security					
Portage:					
Dam Warning:					
Downstream Hazard:					
Fencing/Railings/Catwalks:					
5 Hazard Section					
A. D/S Development					
Density:					
Distance:					
Type (Residential, Commercial, Industrial):					
B. Channel Crossing					
Type:		Bridge, Ford, Culvert, Trestle, Other (Explain) (Circle One)			
Dimensions:					
D/S distance:					
Traffic Level (Local, CTH, Rail Road, STH, Interstate, etc):					
C. Distance to nearest D/S community/impoundment:					
Name:					
D. Estimated Hazard (based on landuse):					

N = Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion 1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Additional Comments:

EMBANKMENTS

Description:

	Item	N	Location on Embankment and Deficiency	Action M	I	R
1	**Vegetation:**		No problem			
	A. Trees Quantity (<5,sparse,dense): Diameter: Location:					
	B. Brush Quantity (sparse,dense): Location:					
	C. Ground cover Type (grass, crown vetch,other): Quantity (bare, sparse,adequate, dense): Appearance (too tall, too short, good):					
2	**Erosion**		No problem / Not applicable / Could not inspect			
	A. Wave erosion (Beaching): Scarp: Length/ Width: Location:					
	B. Runoff Erosion (Gullies) Quantity: Length/ Width/ Depth: Location:					
3	**Instabilities**		No problem / Not applicable / Could not inspect			
	A. Slides Transverse: Longitudinal: Scarp: Length/ Width: Crack Length/ Width:					
	B. Cracks: Transverse: Longitudinal: Length/ Width/ Depth: Location: Other:					
	C. Bulges/ Depressions Size: Height/ Depth:					
	D. Slope (Too Steep) U/S, D/S					

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion 1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Additional Comments:

EMBANKMENTS (Cont.)

	Item	N	Notes/ Observations	Action M	Action I	Action R
4	**Slope Protection**		No problem ☐ Not applicable ☐ Could not inspect ☐			
	A. Type (none, riprap, wave berm, concrete slabs, loose formed concrete/asphalt):					
	B. Condition:					
5	**Other**		No problem ☐ Not applicable ☐ Could not inspect ☐			
	A. Rodent burrows (few, many) Location:					
	B. Ruts Length/ Width/ Depth: Location:					
	C. Other					
6	**Alignment**		No problem ☐ Not applicable ☐ Could not inspect ☐			
	A. Vertical Low area: Elevation Difference: Location:					
	B. Horizontal					
	C. Width Too narrow: Location:					
7	**Toe**		No problem ☐ Not applicable ☐ Could not inspect ☐			
	Cracks/Slumps: Embankment drains: Type/Flow: Location: Seepage/ Wetness: Hummocky:					
8	**Seepage**		No problem ☐ Not applicable ☐ Could not inspect ☐			
	Wet area: Boil: Sinkhole: Aquatic vegetation: Rust colored deposits: Other: Sediment in Flow: Flowrate: Location:					

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion
1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Additional Comments:

SPILLWAY--PRINCIPAL - FIXED CREST									Action		
Item		N	Notes/ Observations						M	I	R
1	Fixed Crest		No problem		Not applicable		Could not inspect				
	A. Dimensions Top Width:										
	B. Materials										
	C. Shape (sharp-crested, broad-crested, ogee, chute, gated, overflow, morning glory, dropbox, labyrinth)										
	D. Debris Prevention (racks, booms, etc.):										
	E. Concrete Condition *										
	F. Flashboards (none, number): Type (Metal, wood): Dimensions: Operability:										
	G. Abutments Condition: * Seepage/wetness:										
	H. Drains		No problem		Not applicable		Could not inspect				
	Type; Weep holes/ Relief drains/ Other: Flow Rate:										
	I. Other										

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion
1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Controlled = Gated **Uncontrolled** = Overflow

Additional Comments:

* **Type of Concrete Problems:** Spalling, cracks, exposed rebar, misalignment, joints, bug holes, efflorescence, popouts, honeycombing, scaling, craze/map cracks, isolated crack, disintegration, other

SPILLWAY-PRINCIPAL - GATES					Action		
Item	N	Notes/ Observations			M	I	R
1 Gates		No problem	Not applicable	Could not inspect thoroughly			
A. Types (lift/slide, tainter(radial), stoplogs, leaf, roller, flashboards, needles, other): Number and Size:							
B. Stoplogs Dimensions: Condition:							
C. Abutments Condition: * Seepage/wetness:							
D. Piers (number, shape) Condition: *							
E. Operability Type of Operator: Condition(chain, cables,hoists): Security(locked?): Backup Operator:							
F. Access							
G. Condition Rust: Seals (leakage):							
H. Ice protection Type (Heaters, Bubblers, Barriers, Other)							
I. Debris Prevention (Rack, boom, etc.)							
J. Condition of Flowway							
K. Drains Type (Weep holes/ Relief drains/ Other): Flow rate: Location:							
L. Other							

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion
1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Controlled = Gated **Uncontrolled** = Overflow

Additional Comments and/or Sketch:

* **Type of Concrete Problems:** Spalling, cracks, exposed rebar, misalignment, joints, bug holes, efflorescence, popouts, honeycombing, scaling, craze/map cracks, isolated crack, disintegration, other

SPILLWAY--PRINCIPAL - WHISTLE TUBES			Action		
Item	N	Notes/ Observations	M	I	R
1 Whistle Tubes		Full circle/ Whistle tube ☐ Half circle riser ☐ Glory hole (Drop Inlet)			
A. Inlet Riser Diameter					
B. Outlet pipe * Dia: Type:					
C. Low level draw /Inlet Pipe What kind & Size:					
D. Debris/Trash Rack					
E. Antivortex					
F. Material					
G. Alignment					

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion 1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Controlled = Gated Uncontrolled = Overflow

Additional Comments and/or Sketch:

* Type of Concrete Problems: Spalling, cracks, exposed rebar, misalignment, joints, bug holes, efflorescence, popouts, honeycombing, scaling, craze/map cracks, isolated crack, disintegration, other

SPILLWAY--PRINCIPAL - OUTLET EROSION CONTROL & UNDERMINING

	Item	N	Notes/ Observations	Action M	Action I	Action R
1	**Outlet Erosion Control**		No problem ☐ Not applicable ☐ Could not inspect thoroughly			
	A. Type (none, endwall, plunge pool, energy dissipation structure rock lined channel, apron)					
	B. Scour					
	C. Material a. Riprap: Avg Diameter: Condition (adequate, sparse, displaced, weathered): Bedding fabric- (Yes/ No): b. Concrete * Dimensions/Location:					
	D. Sidewall/Headwall Misalignment: Location: Description:					
	E. Separated Joint / Loss of Joint Material: Location: Description:					
	F. Natural					
2	**Undermining**		No problem ☐ Not applicable ☐ Could not inspect thoroughly			
	Location: Description:					

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion 1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Controlled = Gated **Uncontrolled** = Overflow

Additional Comments:

* **Type of Concrete Problems:** Spalling, cracks, exposed rebar, misalignment, joints, bug holes, efflorescence, popouts, honeycombing, scaling, craze/map cracks, isolated crack, disintegration, other

SPILLWAY--AUXILIARY

Description:

Item	N	Notes/ Observations	Action M	Action I	Action R
1 **Dimensions**					
Length/ Width:					
Outfall Slope:					
2 **Type** (turf, reinforced turf, riprap, block, concrete):					
3 **Signs of usage** (debris, bent grass, etc):					
4 **Vegetation:**		No problem			
A. Trees					
Quantity (<5, sparse, dense):					
Diameter:					
Location:					
B. Brush					
Quantity (sparse, dense):					
Diameter:					
Location:					
C. Ground cover:					
Type (grass, crown vetch, other)					
Quantity (bare, sparse, adequate dense):					
Appearance (tall, short,good):					
5 **Slope protection**		Not applicable			
A. Type (none, riprap, wave berm, concrete slabs, other):					
Condition:					
6 **Erosion**		No problem / Not applicable / Could not inspect			
A. Wave erosion (beaching):					
Scarp: Length/ Width:					
Location:					
B. Runoff erosion (Gullies)					
Quantity:					
Length/ Width/ Depth:					
Location:					
7 **Instabilities**		No problem / Not applicable / Could not inspect			
A. Slides					
Transverse Length:					
Longitudinal Length:					
Scarp: Length/ Width:					
Location:					
Crack Length/ Width:					
Location:					

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion
1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Additional Comments:

* **Type of Concrete Problems:** Spalling, cracks, exposed rebar, misalignment, joints bug holes, efflorescence, popouts, honeycombing, scaling, craze/map cracks, isolated crack, disintegration, other

SPILLWAY--AUXILIARY (Cont.)				Action		
Item	N	Notes/ Observations		M	I	R
B. Bulges: (Depressions, Hummocky): Size: Height/ Depth:						
8 Other		No problem	Not applicable	Could not inspect		
A. Rodent burrows (few, many) Location:						
B. Ruts Location: Length/ Width/ Depth:						
C. Other (debris):						
9 Outlet erosion control		No problem	Not applicable	Could not inspect thoroughly		
A. Type (none, endwall, plunge pool, energy, dissipation structure, rock-lined channel, apron) Condition (Scour?):						
B. Material Riprap: Avg. diameter: Condition (adequate, sparse, displaced, weathered): Bedding fabric (Yes/No):						
C. Concrete *		Not applicable				
a. Condition *						
b. Cracking * Dimensions/Location:						
c. Sidewall/ Headwall* Misalignment: Location: Description:						
d. Joints Separated: Loss of material: Location: Description:						
D. Natural						
10 Undermining		No problem	Could not inspect thoroughly			
Location: Description:						

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion
1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Additional Comments:

* **Type of Concrete Problems:** Spalling, cracks, exposed rebar, misalignment, joints bug holes, efflorescence, popouts, honeycombing, scaling, craze/map cracks, isolated crack, disintegration, other

LAKE DRAINS
(Low level outlet, not a principle or aux. spillway)

Item	N	Notes/ Observations	Action M	I	R
1 General		None found / Does not have one			
A. Type of lake drain (isolated control/intake tower valve vault with outlet conduit valve in riser/drop inlet siphon) Size:					
B. Operated (Yes/ No)					
2 Lake drain components					
A.Concrete structure Location: Description:* Condition:*					
B. Valve control (operating device): No operating device; No stem Bent/Broken Stem; Access Other: Operability:					
C. Valve/Sluice gate Quantity: a. Metal deterioration (surface rust, minor, moderate, extensive other): Location: Flow rate: b. Misalignment c. Leakage - Flow rate					
D. Outlet conduit Size: Material: Condition:					
E. Energy dissipater Type (endwall, plunge poo impact basin, stilling basin, rock-lined channel, none): Condition:*					

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion
1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Additional Comments:

* Type of Concrete Problems: Spalling, cracks, exposed rebar, misalignment, joints bug holes, efflorescence, popouts, honeycombing, scaling, craze/map cracks, isolated crack, disintegration, other

Powerhouse/ Mill Building

	Item	N	Notes/ Observations	Action M	Action I	Action R
1	**Est. Capacity (Kw):**					
	Date last used:					
	Current Use:					
2	**Item:**					
	A. Headrace general					
	Gates/ Trashracks:					
	Vegetation/ Erosion:					
	Sloughs/Slides/Cracks:					
	Seepage Wetness:					
	Rodent Burrows:					
	Concrete:					
	B. Tailrace					
	Scour:					
	Vegetation/Erosion:					
	Sloughs/Slides/Cracks:					
	Seepage wetness:					
	Rodent burrows:					
	Concrete:					
	C. Foundation: general					
	Concrete:					
	Seepage:					
	Integrity:					
	D. Superstructure					
	Condition:					

N= Noted; M= Monitor
I= Investigate; R= Repair
F.F.= Field File; RT = Right; LT = Left
U/S = Upstream; D/S = Downstream

Action Suggestion
1. Requires immediate action
2. Plan to do soon
3. Do when convenient

Additional Comments:

FIELD BOOK

Profile Leveling For:	Instrument Person:
Original Notes in Field Book #	Rod Person:
Instrument Used:	Note Taker:
Weather Conditions:	

STATION	B.S. +	H.I.	F.S. -	ELEV.	DIST.	REMARKS

Bench Mark Information:

Comments:

Suggested Survey points:

HW	Sill	Low Embankment
TW	Crest	Lt. Groin
D/S Channel	Abutments	Rt. Groin
Aux. Crest LT	Aux. Crest RT	Outlet Pipe Invert

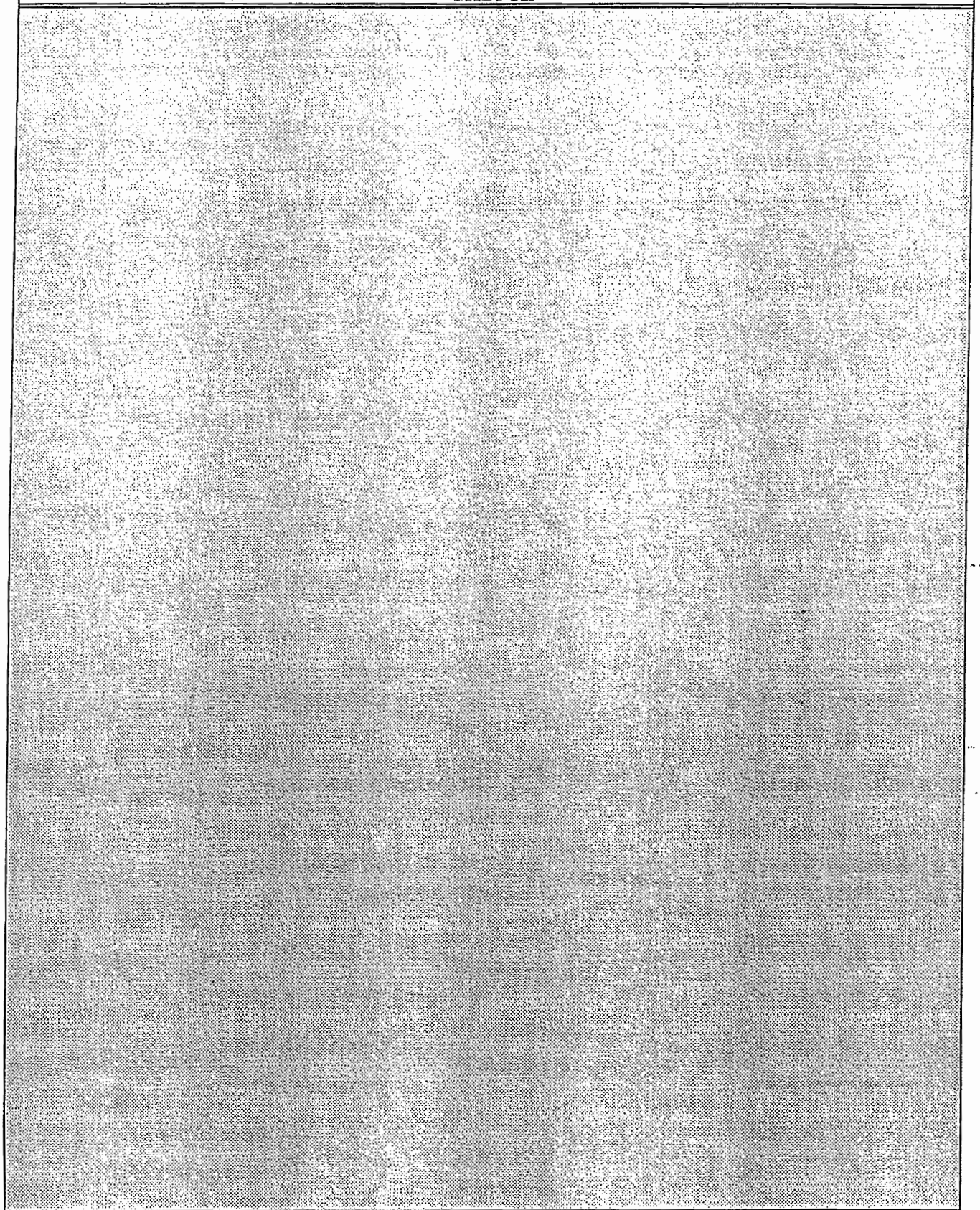
STATION	B.S. +	H.I.	F.S. -	ELEV.	DIST.	REMARKS

Comments:

Suggested Survey points:

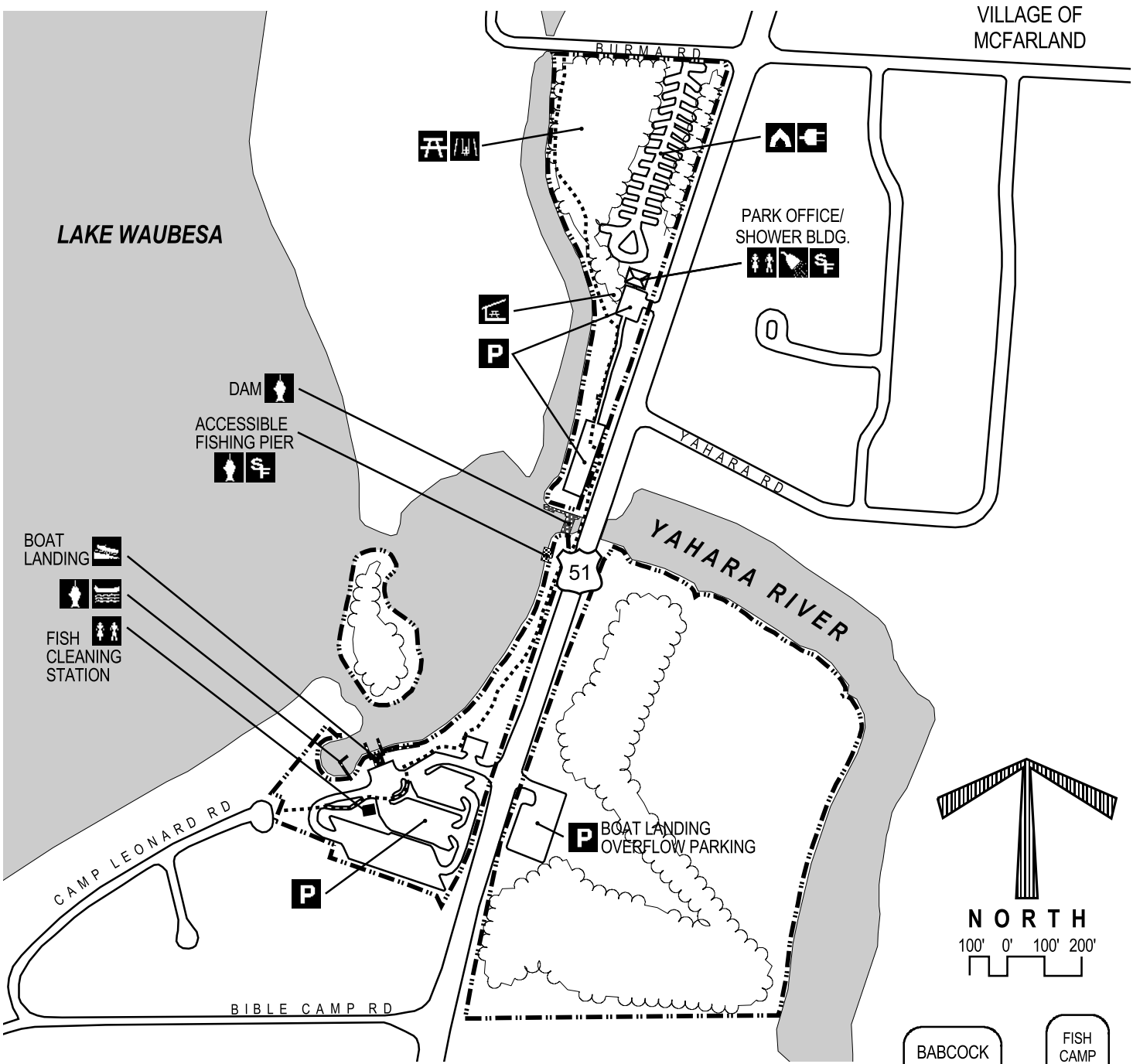
HW	Sill	Low Embankment
TW	Crest	Lt. Groin
D/S Channel	Abutments	Rt. Groin
Aux. Crest LT	Aux. Crest RT	Outlet Pipe Invert

SKETCH



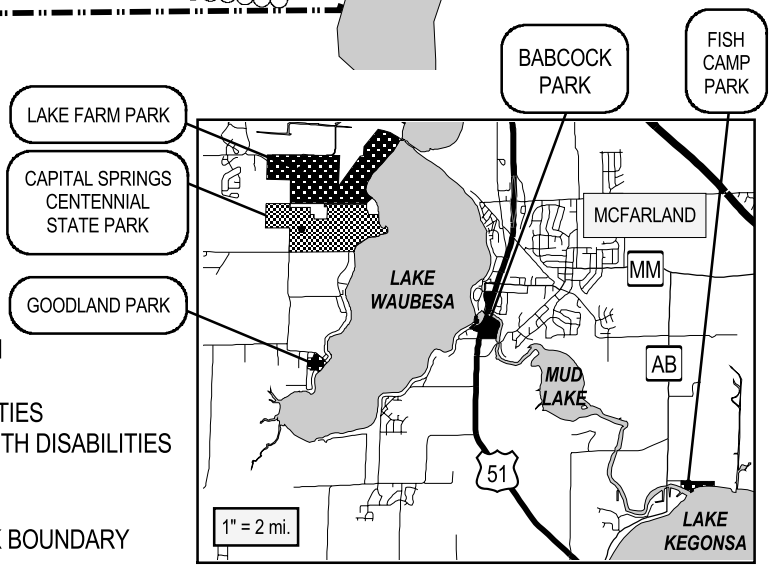
BABCOCK PARK

4214 US HIGHWAY 51
MCFARLAND WI 53558



LEGEND

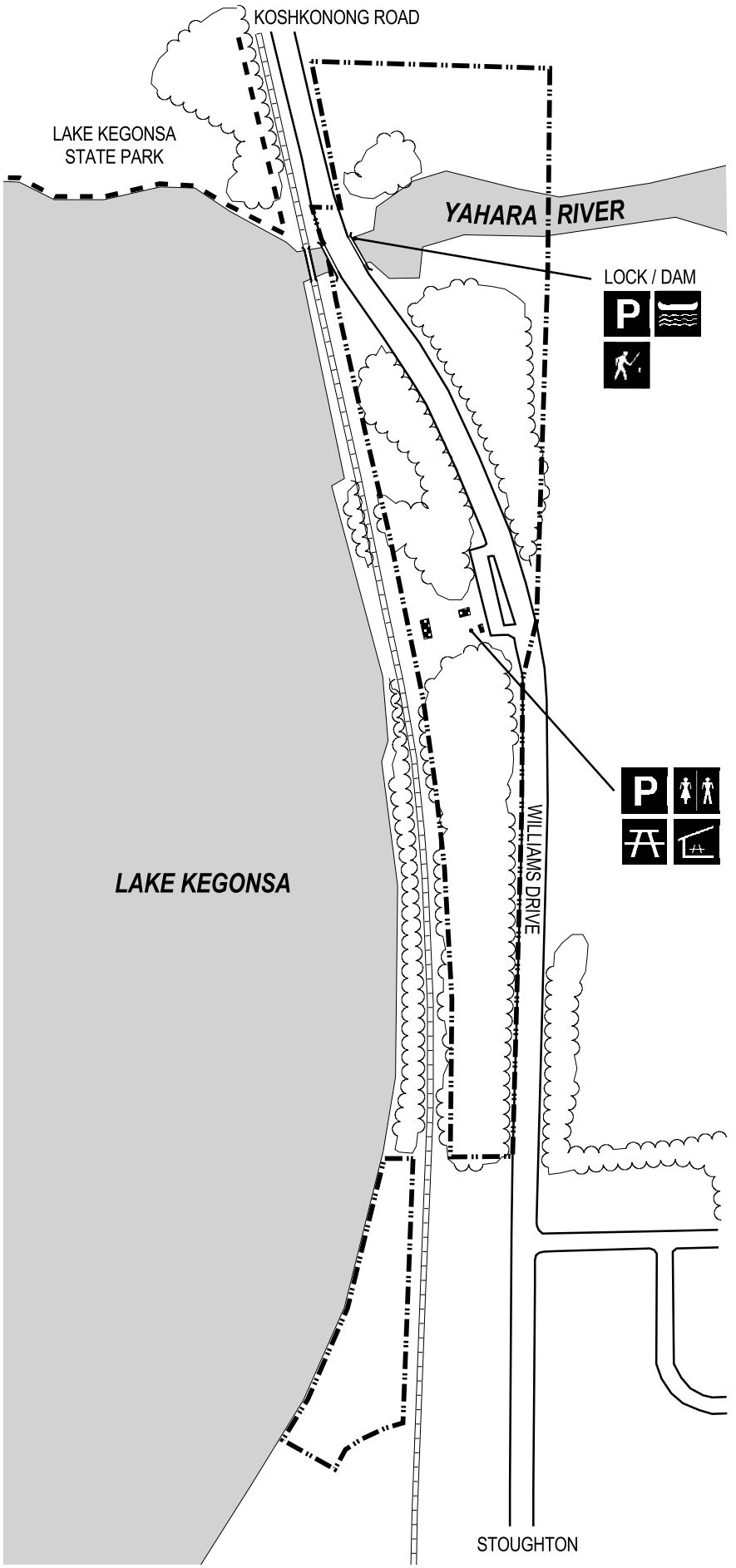
- P - PARKING
- RESTROOM
- CAMP GROUND
- SHOWERS
- CAMPSITES WITH ELECTRIC ITY
- SHELTER
- PICNIC AREA
- PLAY AREA
- FISHING
- BOAT LAUNCH
- CANOE LAUNCH
- SPECIAL FACILITIES FOR PEOPLE WITH DISABILITIES
- PARK TRAIL
- BABCOCK PARK BOUNDARY



2003

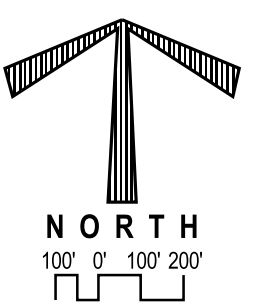
LAFOLLETTE PARK

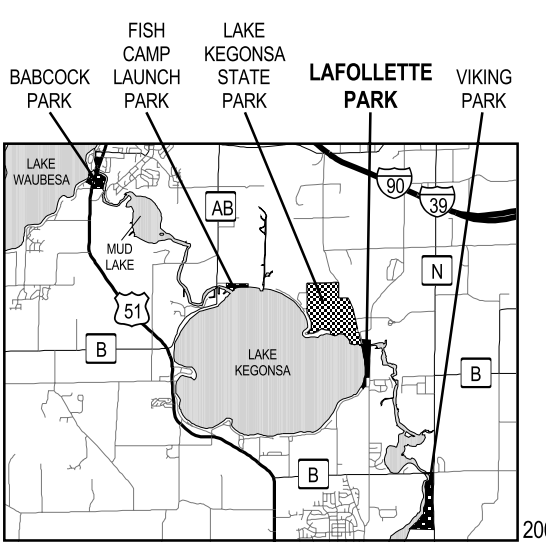
2248 WILLIAMS DRIVE
STOUGHTON WI 53589



LEGEND

- P - PARKING
- RESTROOMS
- PICNIC AREA
- SHELTER
- CANOE LAUNCH
- SHORE FISHING
- RAILROAD TRACKS (PRIVATE PROPERTY)
- LAKE KEGONSA STATE PARK BOUNDARY
- LAFOLLETTE PARK BOUNDARY





2004

Site Map

TENNEY LOCK
1500 Sherman Avenue
Madison, WI 53703