THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN
City of Menasha (MUNICIPALITY),
State of Wisconsin Department of Transportation (DEPARTMENT),
AND Ayres Associates Inc (CONSULTANT) FOR

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approaches
Local Street
Winnebago County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by June, 1 2016.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

THE REPLACEMENT OF THE STRUCTURE ON THIRD STREET OVER THE LAKE WINNEBAGO SLOUGH ALONG WITH THE RECONSTRUCTION OF THE STRUCTURE APPROACHES.

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

ALL SERVICES

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

☒ DEPARTMENT or

☐ MUNICIPALITY

Actual costs to the CONSULTANT up to $71,222.17, plus a fixed fee of $4,497.15, not to exceed $75,719.32 in total.

For subsurface investigation subcontracted to River Valley Testing Corp., the CONSULTANT'S actual cost paid to River Valley Testing Corp. not to exceed $4,775.00 using the cost per unit based on the proposal dated October 1, 2014.

For title searches subcontracted to Bay Title & Abstract, Inc, the CONSULTANT's actual cost paid to Bay Title & Abstract, Inc not to exceed $900.00 using the cost per unit based on the proposal dated October 3, 2014.

Compensation in excess of the total CONTRACT amount of $81,394.32 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

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

The CONSULTANT representative is Troy Robillard PE; 3376 Packerland Drive, Ashwaubenon, WI 54115; RobillardT@AyresAssociates.com; 920.498.1200.

The MUNICIPALITY representative is Mark Radtke, PE, Director of Public Works; 140 Main Street, Menasha, WI 54952, mradtke@ci.menasha.wi.us ; 920.967.3610.

The DEPARTMENT representative is Rich Glen, PE, JT Engineering, Inc.; 1077 Centennial Centre Blvd., Hobart, WI 54155, richglen@jt-engineering.com; 920.468.4771.

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

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of eleven (11) pages.

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

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

For the CONSULTANT	For the DEPARTMENT
By:_____	By:_____
Title: Manager – Transportation	Contract Manager, WisDOT
Date: _____	Date: _____
For the MUNICIPALITY	APPROVED
By:_____	By:_____
Title: _____	GOVERNOR, State of Wisconsin
Date: _____	Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

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

VI. SPECIAL PROVISIONS

DEFINITIONS

a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.

b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.

c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.

d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.

e. "Design Contract" means a contract for engineering services for the PROJECT design.

f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.

g. "DRC" means the NE REGION'S railroad coordinator.

h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.

i. "OCR" Office of Commissioner of Railroads.

j. "CDR" Concept Definition Report

k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

Section) III, A.2 is amended to substitute the DEPARTMENT for the MUNICIPALITY.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Pavement Report - Section II. B. (3) of the STANDARD PROVISIONS is replaced with the following:

An abbreviated Pavement Design Report shall be prepared by the CONSULTANT as set forth in the MANUAL

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

a. Traffic Management Plan (TMP)
b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s)
c. Stormwater Report and/or Stormwater Report spreadsheet

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare a pER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Section 4(f) Evaluation:

The CONSULTANT shall describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and shall report its findings to the MUNICIPALITY for evaluation by the MUNICIPALITY and the FHWA. The CONSULTANT shall prepare a Section 4(f) De Minimis documentation in accordance with the procedures as set forth in the MANUAL.

(2) Historical and Archaeological Surveys and Studies:

(a) The CONSULTANT shall submit the PROJECT for approval on the BOE screening list.

(3) Hazardous Materials/Contamination Assessments

(a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.

(b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies.

(4) Wetland Investigations

(a) The CONSULTANT shall identify wetland impacts in conjunction with the Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002".

(5) Native American Coordination

(a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application. The CONSULTANT shall request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be completed two months prior to the final PS&E submittal.

(2) Section 404 Permits:

The CONSULTANT 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. The CONSULTANT shall request for and obtain a 404 Permit for the PROJECT from the Army Corps of Engineers. The request for the 404 Permit shall be completed two months prior to the final PS&E submittal.

D. RAILROAD/UTILITY INVOLVEMENTS

(1) Utility Negotiations/Agreements

The CONSULTANT shall prepare statements, exhibits and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

(a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.

(b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:

i. USR signed and dated by CONSULTANT.
ii. Utility-related special provisions.
iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
vi. Approved Work Plans by LPA.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

(a) The CONSULTANT shall conduct one informational meeting to acquaint the public with the concepts and probable impacts of this PROJECT.

(b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting(s).

(c) The CONSULTANT shall prepare a summary report after the public information meeting(s).

(d) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

(e) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting(s) and provide notices and press releases for the MUNICIPALITY'S use. The MUNICIPALITY will mail out the

notices to the adjacent property owners, and coordinate the press release with the local newspaper.

(f) The CONSULTANT shall provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.

(g) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative.

F. MEETINGS

(1) The CONSULTANT shall hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.

(2) A 30% Plan Review Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held as directed by the MC.

(3) A 60% Plan Review Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT's representative.

(4) A 90% Plan Review Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT's representative.

(5) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.

(6) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.

(7) One meeting shall be held with the MUNICIPALITY'S staff to discuss aesthetic treatments for the structure.

(8) The CONSULTANT shall conduct one coordination meeting with utilities having facilities on the PROJECT.

(9) The CONSULTANT shall attend one Common Council meeting to present the PROJECT design.

G. SURVEYS

(1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Winnebago County.

(2) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the FDM on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. SOILS AND SUBSURFACE INVESTIGATIONS

(1) Investigations of subsurface soil conditions for foundations at the sites of proposed bridges or other structures are required. They shall consist of not less than one machine powered boring within the approximate limits of each substructure unit.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation per DEPARTMENT standards in Section II.H.(1) of the Standard Provisions.

Foundation investigations shall be coordinated with the MUNICIPALITY, with a minimum of three working days prior notice, to enable the MUNICIPALITY to make provisions for on-site observations and to evaluate conditions during drilling.

When borings have reached the depth of 60 feet without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the MUNICIPALITY. The extent of all subsurface foundation investigations performed shall be fully justified in the Soils Report for the PROJECT.

(2) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.

(3) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

I. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

(I). Construction staging plans

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

J. STRUCTURE PLANS

(1) A Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, shall be prepared by the CONSULTANT in accordance with the procedures set forth in the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. Four prints of this plan and the Structure Survey Report/Hydraulic Report shall be submitted to the MUNICIPALITY AND DEPARTMENT for review. The MUNICIPALITY AND DEPARTMENT will review this preliminary plan and the Structure Survey Report/Hydraulic Report and return one print to the CONSULTANT showing requested revisions, if any.

(2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT. The structure plans shall include sidewalk on both sides of the structure.

(3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.

(4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY AND DEPARTMENT with three sets of prints of such plans for review and examination.

(5) The CONSULTANT shall submit three copies for review and examination of all specifications for items of work in the Structure Plans which are not covered by the 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.

(6) Plans will be subject to review and examination by the MUNICIPALITY AND DEPARTMENT. Such review and examination may be made on the site of the PROJECT.

(7) Along with the plans for structures the CONSULTANT shall submit one copy or reproduction of the design computations for the MUNICIPALITY AND DEPARTMENT'S review and permanent file.

(8) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY AND DEPARTMENT may request.

(9) In the design and development of the Structure Plans the CONSULTANT shall develop two (2) alternative structure types or other geometric

configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics and blending with the topography, and costs.

(10) The CONSULTANT shall furnish one copy of all submittals to the MUNICIPALITY for review and approval prior to submitting to the DEPARTMENT.

K. PLATS

(1) The CONSULTANT shall prepare a transportation project plat for 4 parcels, as defined in the MANUAL.

(2) A right of way descriptions shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The CONSULTANT shall submit the legal descriptions on a hard copy and as an electronic e-mail file to the MANAGEMENT CONSULTANT.

(3) The CONSULTANT shall prepare the descriptions in line item format and provide an electronic copy to the MUNICIPALITY.

(4) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.

(5) The CONSULTANT shall monument the new right of way boundaries in accordance with the procedures outlined in the MANUAL.

(6) The CONSULTANT shall provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. Point numbers should correspond to data as submitted in Section H SURVEYS (5).

(7) The CONSULTANT will be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the R/W plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.

(8) For CONSULTANT design contracts having real estate acquisition: The CONSULTANT shall supply the MUNICIPALITY with one 11x17 size sets of plan/profile and cross sections, including r/w plat if developed as part of this contract, for the MUNICIPALITY'S use in real estate acquisition at the time required in the project schedule. Revised sheets shall be supplied to the MUNICIPALITY as such revisions are made throughout the acquisition process.

(9) Up to four (4) title searches shall be made of the titles to properties or premises through which the Right of Way for the PROJECT is to be acquired.

L. SERVICES PROVIDED BY THE DEPARTMENT

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

1. Traffic Projections for the project.

M. SERVICES PROVIDED BY THE MUNICIPALITY

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

1. A list of the adjacent property owners that will be contacted regarding the public involvement meeting.

N. PROSECUTION AND PROGRESS

(1) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineerin.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

(2) The CONSULTANT proposes to sublet services to River Valley Testing Corp. and Bay Title & Abstract, Inc.

(3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by December 15, 2014.

	(Date)
OPM	Mar. 2, 2015
Structure Survey Reports	Mar. 2, 2015
Preliminary Structure Plan	April 1, 2015
30% Plan, Estimate & Road Builder's Quantities Submittal	April 1, 2015
Public Information Meeting	May 1, 2015
TRANS 75 submittal	April 1, 2015
Environmental Document Submittal	May 1, 2015
60% Plan, Estimate & Road Builder's Quantities Submittal	June 1, 2015
Soils Report Submittal	May 1, 2015
Pavement Design Report Submittal	May 1, 2015
Traffic Management Plan Submittal	July 1, 2015
Design Study Report Submittal	July 1, 2015
90% Plan, Estimate & Road Builder's Quantities Submittal	Sept. 1, 2015
Final Structure Plans	Sept. 1, 2015
Final P.S. & E & Road Builder's Quantities Submittal	Nov. 2, 2015

(4) The CONSULTANT shall communicate all substantial (10% or $100,000, whichever is less) changes of construction cost estimates to the MC.

BASIS OF PAYMENT

(1) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

(a) For survey, design, plans and specifications performed by CONSULTANT

Actual costs to the CONSULTANT's up to $71,222.17 plus a fixed fee of $4,497.15, not to exceed $75,719.32 in total.

(b) For subsurface investigations subcontracted to River Valley Testing Corp. the CONSULTANT's actual cost paid to River Valley Testing Corp. not to exceed $4,775.00 using the cost per unit based on the proposal dated October 1, 2014.

(c) For title searches subcontracted to Bay Title & Abstract, Inc, the CONSULTANT's actual cost paid to Bay Title & Abstract, Inc not to exceed $900.00 using the cost per unit based on the proposal dated October 3, 2014.

(d) Compensation in excess of the total CONTRACT amount of $81,394.32 shall not be allowed unless approved by written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed.

Consultant Weighted Average Direct Labor Rates

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Revised: 07/03/14

Classification: **Manager**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
00380	$58.12	50.00%	$29.06
02009	$49.63	50.00%	$24.81
TOTAL		100.00%	$53.87

Classification: **Engineer 3**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
01668	$40.75	25.00%	$10.19
01290	$47.15	75.00%	$35.36
TOTAL		100.00%	$45.55

Classification: **Engineer 2**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
02050	$35.75	50.00%	$17.88
02425	$33.30	25.00%	$8.33
02356	$33.39	25.00%	$8.35
TOTAL		100.00%	$34.56

Classification: **Engineer 1**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
02755	$28.48	50.00%	$14.24
02819	$24.10	25.00%	$6.03
02774	$25.54	25.00%	$6.39
TOTAL		100.00%	$26.66

Classification: **Technician 3**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
00480	$33.25	50.00%	$16.63
00843	$27.95	50.00%	$13.98
TOTAL		100.00%	$30.61

Classification: **Surveyor**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
02309	$31.75	40.00%	$12.70
02633	$26.50	60.00%	$15.90
TOTAL		100.00%	$28.60

CONSULTANT DIRECT LABOR RATES

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Contract Start Date: 12/1/2014
Contract Complete Date: 6/1/2016

Employee Identification	Classification	Current Rate	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate		
Avg. Selected Individuals	Manager	$ 53.87	2.00%	$ 54.95	1/1/15	2.00%	$ 56.05	1/1/16	2.00%	$ 57.17		
Avg. Selected Individuals	Engineer 3	45.55	2.00%	46.46	1/1/15	2.00%	47.39	1/1/16	2.00%	48.34		
Avg. Selected Individuals	Engineer 2	34.56	2.00%	35.25	1/1/15	2.00%	35.96	1/1/16	2.00%	36.68		
Avg. Selected Individuals	Engineer 1	26.66	2.00%	27.19	1/1/15	2.00%	27.74	1/1/16	2.00%	28.29		
Avg. Selected Individuals	Technician 3	30.61	2.00%	31.22	1/1/15	2.00%	31.85	1/1/16	2.00%	32.48		
Avg. Selected Individuals	Surveyor	28.60	2.00%	29.17	1/1/15	2.00%	29.76	1/1/16	2.00%	30.35		
Emp. No. 2010	Clerical	18.40	2.00%	18.77	1/1/15	2.00%	19.14	1/1/16	2.00%	19.53		
		-	2.00%	-	1/1/15	2.00%	-	1/1/16	2.00%	-		
		-	2.00%	-	1/1/15	2.00%	-	1/1/16	2.00%	-		
		-	2.00%	-	1/1/15	2.00%	-	1/1/16	2.00%	-		
		-	2.00%	-	1/1/15	2.00%	-	1/1/16	2.00%	-		

Employee Identification	Classification	% Work at 12/14 to 12/14 Rate	% Work at 01/15 to 12/15 Rate	% Work at 01/16 to 12/16 Rate	% Work at 01/17 to 12/17 Rate	% Work at 01/18 to 12/18 Rate	% Work at 01/19 to 12/19 Rate	Weighted Average Hourly Rate
Avg. Selected Individuals	Manager	5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	$ 55.19
Avg. Selected Individuals	Engineer 3	5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	46.67
Avg. Selected Individuals	Engineer 2	5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	35.41
Avg. Selected Individuals	Engineer 1	5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	27.32
Avg. Selected Individuals	Technician 3	5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	31.36
Avg. Selected Individuals	Surveyor	5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	29.30
Emp. No. 2010	Clerical	5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	18.85
		5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	-
		5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	-
		5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	-
		5.48%	66.74%	27.78%	0.00%	0.00%	0.00%	-

DESIGN ENGINEERING
SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Revised: 07/03/14

Class		Manager		Engineer 3		Engineer 2		Engineer 1		Technician 3		Surveyor	
Average Hourly Wage	**ACT.**	$55.19		$46.67		$35.41		$27.32		$31.36		$29.30	
TASK	**CODE**	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration	740	2	110.38	7	326.69	13	460.33	-	-	-	-	-	-
Reports	748	1	55.19	1	46.67	10	354.10	33	901.56	-	-	-	-
Environmental	767	-	-	-	-	6	212.46	43	1,174.76	-	-	-	-
Agency, Utility & Railroad	746	-	-	-	-	19	672.79	15	409.80	-	-	-	-
Public Involvement	743	4	220.76	-	-	7	247.87	4	109.28	4	125.44	-	-
Survey	729	-	-	-	-	-	-	-	-	-	-	50	1,465.00
Soils Investigation	644	-	-	1	46.67	-	-	-	-	-	-	-	-
Preliminary Roadway	741	-	-	1	46.67	11	389.51	27	737.64	33	1,034.88	-	-
Preliminary Structure	1,001	6	331.14	15	700.05	35	1,239.35	20	546.40	37	1,160.32	-	-
Final Roadway	742	-	-	2	93.34	9	318.69	33	901.56	28	878.08	-	-
Final Structure	1,002	3	165.57	7	326.69	30	1,062.30	40	1,092.80	86	2,696.96	-	-
P S & E	794	-	-	-	-	11	389.51	14	382.48	1	31.36	-	-
Right-of-Way	745	-	-	-	-	-	-	-	-	-	-	57	1,670.10
Meetings & Conferences	747	12	662.28	-	-	18	637.38	-	-	-	-	-	-
Management of Subconsultans	773	-	-	-	-	-	-	-	-	-	-	-	-
Real Estate	267	-	-	-	-	-	-	-	-	-	-	-	-
Traffic	785	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS		28	1,545.32	34	1,586.78	169	5,984.29	229	6,256.28	189	5,927.04	107	3,135.10

DESIGN ENGINEERING
SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street

Class		Clerical		0		0		0		0		Total	
Average Hourly Wage		$18.85		$0.00		$0.00		$0.00		$0.00		Direct Labor	
TASK	**ACT. CODE**	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration	740	6	113.10	-	-	-	-	-	-	-	-	28	1,010.50
Reports	748	1	18.85	-	-	-	-	-	-	-	-	46	1,376.37
Environmental	767	-	-	-	-	-	-	-	-	-	-	49	1,387.22
Agency, Utility & Railroad	746	7	131.95	-	-	-	-	-	-	-	-	41	1,214.54
Public Involvement	743	-	-	-	-	-	-	-	-	-	-	19	703.35
Survey	729	-	-	-	-	-	-	-	-	-	-	50	1,465.00
Soils Investigation	644	-	-	-	-	-	-	-	-	-	-	1	46.67
Preliminary Roadway	741	-	-	-	-	-	-	-	-	-	-	72	2,208.70
Preliminary Structure	1,001	3	56.55	-	-	-	-	-	-	-	-	116	4,033.81
Final Roadway	742	-	-	-	-	-	-	-	-	-	-	72	2,191.67
Final Structure	1,002	3	56.55	-	-	-	-	-	-	-	-	169	5,400.87
P S & E	794	-	-	-	-	-	-	-	-	-	-	26	803.35
Right-of-Way	745	-	-	-	-	-	-	-	-	-	-	57	1,670.10
Meetings & Conferences	747	-	-	-	-	-	-	-	-	-	-	30	1,299.66
Management of Subconsultans	773	-	-	-	-	-	-	-	-	-	-	-	-
Real Estate	267	-	-	-	-	-	-	-	-	-	-	-	-
Traffic	785	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS		20	377.00	-	-	-	-	-	-	-	-	776	24,811.81

DIRECT EXPENSES BY ITEM

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Revised: 07/03/14

Item	Unit Amount	Unit Type	Rate	Total Expenses
Employee Vehicle Mileage	320	Mile	$ 0.560	$ 179.20
Company Vehicle Mileage	240	Mile	0.90	216.00
Meals Breakfast	-	Each	7.00	-
Meals Lunch	-	Each	11.00	-
Meals Dinner	-	Each	23.00	-
Lodging	-	Each	77.00	-
Boat/Motor/Trailer	-	Day	164.80	-
Nuclear Density	-	Day	70.60	-
Traffic Counter	-	Day	28.10	-
	-		-	-
GPS	1	Day	79.00	79.00
Total Station (Robotic)	3	Day	101.00	303.00
Field Supplies	71	$s	1.00	71.23
				-
				-
TOTAL DIRECT EXPENSES				$ 848.43

Field Supplies	Quantity	Unit Cost	Total
Iron Pipes	16	$ 2.65	$ 42.40
Plastic survey caps	16	$ 0.50	$ 8.00
Marking Paint	1	$ 4.53	$ 4.53
Field Books (large)	1	$ 14.50	$ 14.50
RR Spikes	3	$ 0.60	$ 1.80
			$ 71.23

SUBCONSULTANT SUMMARY

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Revised: 07/03/14

Sub Number	Name	Task	Basis of Payment	Total Contract Amount	DBE (Y/N)
1	River Valley Testing	Soils investigation	UC	$ 4,775.00	n
2	Bay Title and Abstract, Inc	Title Searches	UC	900.00	
3					
4					
5					
6					
7					
8					
9					
10					
Total				$ 5,675.00	

Proposal	DBE Participation	$	-	0.0%
Contract	DBE Participation	$	-	0.0%

FEE COMPUTATION BY ENGINEERING TASK

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Revised: 07/03/14

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee / Profit	TOTAL
Administration	740	1,010.50	1,855.58	-	183.15	3,049.23
Reports	748	1,376.37	2,527.43	-	249.47	4,153.27
Environmental	767	1,387.22	2,547.35	-	251.43	4,186.00
Agency, Utility & Railroad	746	1,214.54	2,230.26	33.60	220.14	3,698.54
Public Involvement	743	703.35	1,291.56	33.60	127.48	2,155.99
Survey	729	1,465.00	2,690.18	324.00	265.53	4,744.71
Soils Investigation	644	46.67	85.70	-	8.46	140.83
Preliminary Roadway	741	2,208.70	4,055.84	-	400.33	6,664.87
Preliminary Structure	1001	4,033.81	7,407.29	-	731.13	12,172.23
Final Roadway	742	2,191.67	4,024.56	-	397.24	6,613.47
Final Structure	1002	5,400.87	9,917.62	-	978.91	16,297.40
P S & E	794	803.35	1,475.19	-	145.61	2,424.15
Right-of-Way	745	1,670.10	3,066.80	345.23	302.71	5,384.84
Meetings & Conferences	747	1,299.66	2,386.57	112.00	235.56	4,033.79
Management of Subconsultans	773	-	-	-	-	-
Real Estate	267	-	-	-	-	-
Traffic	785	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
TOTALS		24,811.81	45,561.93	848.43	4,497.15	75,719.32

Indirect Home Office Rate 183.63%
Fixed Fee: 7.25%
Fixed Fee Based on an Overhead Rate of 1.50%

AYRES ASSOCIATES

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Revised: 07/03/14

	Project I.D. 4992-01-00	Project I.D. XXXX-XX-XX	TOTAL CONTRACT
Number of Staff Hours	776		776
Total Direct Labor	$ 24,811.81		$ 24,811.81
Indirect Home Office Rate 183.63%	45,561.93		45,561.93
Fixed Fee (% of Labor * 2.5) 7.25%	4,497.15		4,497.15
Non-Labor Direct Charges	848.43		848.43
Sub-Total Ayres Associates	$ 75,719.32		$ 75,719.32
River Valley Testing	$ 4,775.00		$ 4,775.00
Bay Title and Abstract, Inc	900.00		900.00
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
Sub-Total Subconsutlants	$ 5,675.00	$ -	$ 5,675.00
Total	$ 81,394.32	$ -	$ 81,394.32

Project ID 4902-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approach
Local Street
Winnebago County

Revised: 07/03/14

Summary		DIRECT LABOR HOURS: Manager	Engineer 3	Engineer 2	Engineer 1	Technician 3	Surveyor	Clerical					Total Hours	DIRECT EXPENSES MILES: Employee Vehicle Mileage	Company Vehicle Mileage	Each: Meals Breakfast	Meals Lunch	Meals Dinner	Lodging	Day: Book/Motel/Trailer	Day: Nuclear Density	Day: Traffic Counter		Day: GPS	Day: Total Station (Robotic)	$: Field Supplies	Total Direct Expenses	SUBS DOLLARS: Subconsultant Costs	SUMMARY TOTAL DOLLARS: Total Labor	Total Cost	% Hours	% Costs
1 Administration	740	2	7	13	-	-	-	6	-	-	-	-	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		1,011	3,049	4%	4%
2 Reports	748	1	1	10	33	-	-	1	-	-	-	-	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		1,376	4,153	6%	5%
3 Environmental	767	-	-	6	43	-	-	-	-	-	-	-	49	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,387	4,186	6%	5%
4 Agency Coordination	748	-	-	9	-	-	-	4	-	-	-	-	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		384	1,169	2%	1%
5 Utility & Railroad	746	-	-	10	15	-	-	3	-	-	-	-	28	60	-	-	-	-	-	-	-	-	-	-	-	-	34	-		826	2,509	4%	3%
6 Public Involvement	743	4	-	7	4	4	-	-	-	-	-	-	19	60	-	-	-	-	-	-	-	-	-	1	1	-	34	-		703	2,158	2%	3%
7 Survey	729	-	-	-	-	-	50	-	-	-	-	-	50	-	160	-	-	-	-	-	-	-	-	1	1	-	324	-		1,465	4,745	6%	6%
8 Soils Investigation	644	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,775		47	4,916	0%	6%
9 Preliminary Roadway	741	-	1	11	27	33	-	-	-	-	-	-	72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		2,209	6,865	9%	8%
10 Preliminary Structure	1001	8	15	35	20	37	-	3	-	-	-	-	118	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		4,934	12,172	15%	15%
11 Final Roadway	742	-	2	9	33	28	-	-	-	-	-	-	72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		2,192	6,613	9%	8%
12 Final Structure	1002	3	7	30	40	66	-	3	-	-	-	-	160	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		5,401	16,297	22%	20%
13 P S & E	794	-	-	11	14	1	-	-	-	-	-	-	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		803	2,424	3%	3%
14 Right-of-Way	745	-	-	-	-	-	57	-	-	-	-	-	57	-	80	-	-	-	-	-	-	-	-	-	2	71	345	900		1,678	6,285	7%	8%
15 Meetings & Conferences	747	12	-	18	-	-	-	-	-	-	-	-	30	200	-	-	-	-	-	-	-	-	-	-	-	-	112	-		1,309	4,034	4%	5%
16 Management of Subconsultans	773	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-		
17 Real Estate	267	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-		
18 Traffic	785	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-		
19		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-		
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25		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-		
TOTALS		28	34	160	229	189	107	20	-	-	-	-	776	320	240	-	-	-	-	-	-	-	-	1	3	71	846.43	5,675		24,612	81,304.32	100%	100%
		4%	4%	22%	30%	24%	14%	3%						21%	25%										36%	8%						

RIVER VALLEY TESTING CORP.

1060 Breezewood Lane, Suite 102
Neenah, WI 54956
Telephone: 920/886-1406

October 1, 2014

Mr. Christopher McMahon
Ayres Associates, Inc.
3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698

Subj: Proposal for Subsurface Exploration Program
Proposed Bridge Reconstruction
Third Street over Lake Winnebago Slough
City of Menasha, Winnebago County, Wisconsin
Project ID#4992-01-00

Mr. McMahon:

In accordance with your request for proposal on September 26, 2014, River Valley Testing Corp is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. This proposal is intended to formalize an outline of our general scope of services and to provide cost information.

As requested, two (2) standard penetration test borings will be performed for this exploration. Further, both of the borings will be extended to 60' below the existing grade.

DRILLING	**ESTIMATED FEE**
Mobilization	$600
Per Diem – (1 Day at $175/Day)	$175
Standard Penetration Test Borings (0' to 50' at $12.00/ft., 50' to 100' at $17.00/ft.)	$1,540
Boring Abandonment (120' at $3.00/ft.)	$360
Utility Clearance and Coordination	$200
SUBTOTAL	$2,875
GEOTECHNICAL	
Laboratory Testing and Boring Log Preparation	$300
Report Preparation	$1,600
TOTAL FEE	**$4,775**

Rock Coring is at $40.00/ft. and set-up at $200.00 per location. Auger borings are drilled at $8.00/ft. An $8.00/ft. surcharge will be applied when borings encounter N ≥ 50 blow per foot soils. GDC flag crew is at $750.00/day plus per diem. Signs and cones are $75.00/day.

The above fees assume the City of Menasha will provide traffic control. We will notify you in advance if schedule or costs are expected to exceed these estimates. We look forward to working with you on your project. If you have any questions or need additional information, please contact me at 920/886-1406.

Sincerely,
RIVER VALLEY TESTING CORP.

Matthew A. Meyer, P.E.
Senior Geotechnical Engineer

October 3, 2014

Ayres Associates
Attn: Jason M. Ingram, LS
3376 Packerland Drive
De Pere, WI 54115

RE: Third Street / 4 parcels
City of Menasha
Winnebago County

Dear Jason,

We will be able to provide you with 60-year title (easement/row) searches for the above project at a cost of $200.00 per parcel. The cost for updates is $25.00 per parcel. This cost would include copies of the acquisition deed and any easements and/or encumbrances found on each parcel.

If you have any questions, please feel free to call. My direct line is (920)431-3726; my email address is jmueller@baytitle.com. We look forward to doing business with you.

Sincerely,

Julie M. Mueller

345 S. Monroe Avenue PO Box 22070 Green Bay WI 54305 Phone) 920-431-6100 Fax) 920-431-6101