



400 Viking Drive
Reedsburg, Wisconsin 53959
(608) 768-4804 phone
(608) 524-8218 FAX
www.vierbicher.com

March 24, 2016

Chris Tollaksen
City of Wisconsin Dells
300 La Crosse St
Wisconsin Dells, WI 53965

RE: Wisconsin Dells Bike Path
Vierbicher Project No. 6219-01-71
Wisconsin Dells, WI
Bid Results & Notice of Award

Dear Chris:

We have reviewed the bids received on March 24, 2016, for the above-referenced project. Three (3) bids were received. The bids ranged in price from \$2,150,103.90 to \$2,549,097.49. Janke General Contractors was the low bidder. A tabulation of all bids received is attached.

The bid submitted by Janke General Contractors meets the requirements of the bidding documents and is therefore considered responsive. We therefore recommend acceptance of the bid submitted by Janke General Contractors.

Enclosed, please find three copies of the Notice of Award for the above referenced project. Once the contract has been awarded by the City of Wisconsin Dells, please have all three copies of the Notice of Award Signed and returned to our attention. We will then forward the documents onto the Contractor for execution.

If you have any questions, please let us know.

Sincerely,

A handwritten signature in cursive script that reads "Todd A. Halvensleben".

Todd A. Halvensleben, PE

Enclosures

vision to reality

Reedsburg (608) 524-6468 | Madison (608) 826-0532

Milwaukee Metro (262)875-5000 | Prairie du Chien (608) 326-1051

ENGINEER ESTIMATE JANKE GENERAL CONTRACTOR ZENITH TECH INC KRAEMER NORTH AMERICA LLC

Base Bid Total: \$1,857,465.00 \$2,150,103.90 \$2,527,422.60 \$2,549,097.49

CITY OF WISCONSIN DELLS

BUDGET SUMMARY: Project 6219-01-71, RiverWalk Next Phases

VAI # 012065918.00

Date: March 2016

Prepared by: Vierbicher -THAL

FINAL COSTS

	<i>Original Amount</i>	<i>with Amendment Total \$93,000</i>
TOTAL DESIGN ENGINEERING	\$ 381,000	\$ 473,768
CONSTRUCTION ENGINEERING	\$ 106,000	\$ 106,000

	<i>Cost Opinion</i>	<i>Construction Low Bid</i>
CONSTRUCTION PHASE COST (FUNDED)	\$ 1,812,915	\$ 2,121,794

TOTAL FEDERALLY FUNDED PROJECT COSTS	\$ 2,299,915	\$ 2,701,562
---	---------------------	---------------------

NON-PARTICIPATING CONSTRUCTION COST	\$ 44,550	\$ 28,310
--	------------------	------------------

TOTAL PROJECT COSTS	\$ 2,344,465	\$ 2,729,872
----------------------------	---------------------	---------------------

GRANT FUNDING SUMMARY

FINAL TOTAL GRANT AMOUNT	\$ 1,890,000	\$ 1,890,000
CITY LOCAL SHARE (20%)	\$ 472,000	\$ 472,000
TOTAL FUNDING AMOUNT	\$ 2,362,000	\$ 2,362,000
AMOUNT OVER ORIGINAL BUDGET (Funded Cost - Funding Amount)		\$ 339,562

TOTAL CITY FUNDED (City Share + Non-Participating + Amount Over Original)	\$ 516,550	\$ 839,872
---	-------------------	-------------------



400 Viking Drive
Reedsburg, Wisconsin 53959
(608) 768-4804 phone
(608) 524-8218 FAX
www.vierbicher.com

March 15, 2016

Chris Tollaksen
City of Wisconsin Dells
300 La Crosse Street
Wisconsin Dells, WI 53965

RE: Contract Amendment No. 2 - Services for the RiverWalk
City of Wisconsin Dells
Vierbicher Project #012065918

Dear Chris:

We propose to amend our current agreement for engineering services dated October 10, 2008 to adjust the design, coordination and subconsultant services for the RiverWalk project. The additional services include coordination and meetings with City staff and officials, City utilities, property owners, WisDOT and the Wisconsin DNR. The additional services outside the scope of the original Contract include the TRANS 75 process and submittals, the Exceptions to Design Standards and coordination of the RiverWalk project scope change, structural investigation of the River Road Bridge, changes to the Illinois Avenue retaining wall foundation design, River Road overlook wall facing change and a supplemental geotechnical report for cast-in-place walls and foundations and the River Road Overlook wall. The amendment includes a revision to KL Engineering's subconsultant contract, to reflect environmental services (WDNR & ACOE Wetland, Water and Storm Water permitting) that Vierbicher provided instead of KL Engineering. Our revised fee estimate includes the services incurred from April 2012 through December 2015.

The detailed change of scope of services and our adjustment to the fees is as follows:

A. Vierbicher Scope of Work and Schedule Modifications

- | | | |
|----|--|---|
| 1. | Design Reports (Reports added to the Sponsor's Guide after the contract was executed) | |
| | Design Reports Adjustment | \$8,015.48 |
| 2. | Nummelin Testing Services (Geotechnical Report for design Overlook Wall) | \$4,188.00 |
| 3. | Meetings (The contract included eight total meetings, twenty-four meetings attended and one less PIM attended) | Additional Meetings Adjustment \$6,524.24 |
| 4. | Project Development - Utility/Agency Coordination & Preliminary Design (Coordination, documentation and design of the project scope change requested by the City to revise the DNR annexation agreement and facilitate a No Build option for Segments 4 and 5) | |
| | Project Scope Change Adjustment | \$4,100.95 |

vision to reality

Reedsburg (608) 524-6468 | Madison (608) 826-0532

Milwaukee Metro (262)875-5000 | Prairie du Chien (608) 326-1051

- 5. Project Development – Admin & Coordination (Delays due to the Project Scope Change Request and extended project duration with impacts of WisDOT design criteria changes, traffic control alternatives, DNR Permit extensions and Subconsultant Coordination)
Scope and Schedule Adjustment \$5,171.33

Vierbicher Amendment No. 2 Adjustment to Current Contract \$28,000.00
(Vierbicher has incurred approximately \$118,000 to date toward the above change in scope and schedule, excluding any subconsultant fees)

- B. MSA Professionals (Structural Subconsultant) - Illinois Avenue Bridge, River Road Bridge and General Scope Changes as summarized in MSA Memo, dated 8/06/2015**
Additional Services Adjustment \$47,468.00

Nummelin Testing Services (Soils subconsultant to MSA) - (Supplemental Geotechnical Report for design of cast-in-place walls) Additional Services Adjustment \$17,532.00

MSA Professionals Amendment No.2 Adjustment to Current Contract \$65,000.00

C. Subconsultant Work Shifted to Vierbicher Contract

- 1. *KL Engineering Adjustment (Vierbicher prepared the Wisconsin DNR and ACOE Waterway Permit Applications that were included in KL Engineering subcontract)
KL Engineering Adjustment (-\$4,438.13)
Vierbicher KL Adjustment \$4,438.13

*Note: These fees are not an increase in the Contract with the City. Instead a transfer of fees from KL Engineering subcontract to Vierbicher.

- 2. **MSA Adjustment (Vierbicher prepared the Structure Survey Report and Design for R-11-0039, that was originally included in MSA subcontract)
MSA Professionals Adjustment (-\$10,072.00)
Vierbicher MSA Adjustment \$10,072.00

**Note: These fees are not an increase in the Contract with the City. Instead a transfer of fees from MSA Professionals subcontract to Vierbicher.

D. Total Contract Adjustments

Original Contract	\$380,768.38
Vierbicher Adjustment Amendment #2	\$ 28,000.00
Vierbicher KL Adjustment	\$ 4,438.13
Vierbicher MSA Adjustment	\$ 10,072.00
KL Engineering Adjustment – Work Shifted	\$ -4,438.13
MSA Adjustment Amendment #2	\$ 65,000.00
MSA Adjustment – Work Shifted	<u>\$ -10,072.00</u>
Total Contract	\$473,768.38



The schedule will be adjusted as follows:

	<u>DATE</u>
Section 106 Form	June 2012
Preliminary Plans	August 2012
Exception To Design Standards	March 2014
TRANS 75 Complete Streets Compliance	March 2014
Environmental Document	April 2014
Design Study Report	January 2015
Right of Way Plat and Descriptions	March 2015
Final Bridge Plans to Central Office	July 2015
Final P.S.&E. to Management Consultant	December 2015

All other terms and conditions of the contract remain in effect. Trusting this contract amendment is acceptable, please sign this authorization letter and return one copy to our Reedsburg office. We will then prepare and process the amendment documents with WisDOT Management Consultant, KJohnson Engineers.

Sincerely,



Todd A. Halvensleben, PE
Project Manager

Authorization to Proceed: _____ Date: _____



Consultant Contract Total Fee Computation

Project ID		6219-01-00	6219-01-00 C.A. #2	Total for Contract
Number of Staff Hours		2732	254	2986
Total Direct Labor		\$85,769.08	\$9,001.78	\$94,770.86
Total Overhead Costs		\$119,604.98	\$12,552.98	\$132,157.96
Fixed Fee/Profit		\$18,483.67	\$1,939.93	\$20,423.59
Direct Expenses		\$2,550.00	\$317.31	\$2,867.31
Vierbicher Subconsultant	Nummelin Testing Services (Soils)	\$0.00	\$4,188.00	\$4,188.00
Vierbicher Subconsultant Adjustment	MSA R-11-0039 Design	\$0.00	\$10,072.00	\$10,072.00
Vierbicher Subconsultant Adjustment	KL Environmental	\$0.00	\$4,438.13	\$4,438.13
Vierbicher Associates Subtotal		\$226,407.73	\$42,510.13	\$268,917.86
KL Engineering (Environmental)		\$54,394.78	-\$4,438.13	\$49,956.65
KL Subconsultants	CCRG, Inc. (Arch. & Hist.)	\$8,368.98		\$8,368.98
	EDR, Inc. (Records & Search)	\$575.00		\$575.00
	NRC, Inc. (Wetland Delineation)	\$4,200.00		\$4,200.00
KL Engineering Subtotal		\$67,538.76	-\$4,438.13	\$63,100.63
MSA Professionals (Structural)		\$77,916.89	\$47,468.00	\$125,384.89
Vierbicher Subconsultant	MSA R-11-0039 Design	\$0.00	-\$10,072.00	-\$10,072.00
MSA Subconsultant	Nummelin Testing Services (Soils)	\$8,905.00	\$17,532.00	\$26,437.00
MSA Professionals Subtotal		\$86,821.89	\$54,928.00	\$141,749.89
Subconsultant Total		\$154,360.65	\$50,489.87	\$204,850.52
TOTAL COST		\$380,768.38	\$93,000.00	\$473,768.38

Negotiated Overhead Rate:

1.3945

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 6219-01-00 Amendment No. 2

Classification		Project Manager		Project Engineer		Engineering Tech I		Engineering Technician		Project Surveyor		Project Surveyor		Clerical		Total Direct Labor	
Avg. Hourly Wage		\$35.82		\$35.71		\$24.69		\$27.59		\$30.34		\$40.44		\$18.57			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Survey - General	729		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Project Development Admin/Coordination	740		\$0.00	30	\$1,071.30		\$0.00		\$0.00		\$0.00		\$0.00	4	\$74.28	34	\$1,145.58
Prelim Design - General	741		\$0.00	20	\$714.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	20	\$714.20
Final Design - General	742		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Public Info Meetings	743		\$0.00	-10	-\$357.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	-10	-\$357.10
Project Development Utility/Agency Coord.	746		\$0.00	24	\$857.04		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	24	\$857.04
Project Development Meetings	747		\$0.00	80	\$2,856.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	80	\$2,856.80
Design - Reports	748		\$0.00	86	\$3,071.06		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	86	\$3,071.06
Envir Imp - Environ Docs	767		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Design - Cadd Drafting	770		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Consultant Management	773		\$0.00	20	\$714.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	20	\$714.20
Process Survey Data	775		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Compute Quantities & Details	786		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Plans, Special Provisions and PS&E Docs	794		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Plan Review	799		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
TOTAL:		0	\$0.00	250	\$8,927.50	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$74.28	254	\$9,001.78

Direct Expenses by Item

Project ID:

6219-01-00 Amendment No. 2

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage	30	miles	\$0.58	\$17.40
				\$0.00
Prints/Shipping/Copies	1	Lump Sum	\$299.91	\$299.91
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$317.31

ENGINEERING SERVICES CONTRACT

BETWEEN THE CITY OF WISCONSIN DELLS (MUNICIPALITY)
AND VIERBICHER ASSOCIATES, INC. (CONSULTANT) FOR

Project ID 6219-01-71
City of Wisconsin Dells RiverWalk
(River Road to Chula Vista)
Non Highway
Columbia County

Project Engineering duties to be performed by
 CONSULTANT **MUNICIPALITY**

This CONTRACT made and entered into by and between the MUNICIPALITY and the CONSULTANT provides construction engineering services described in the Scope of Services and Special Provisions.

The MUNICIPALITY deems it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The MUNICIPALITY REPRESENTATIVE is: Chris Tollaksen, whose work address is 300 La Crosse Street, Wisconsin Dells, WI 53965, e-mail address is ctollaksen@dellscitygov.com and work telephone is 608-253-2542.

The CONSULTANT REPRESENTATIVE is: Todd Halvensleben, whose work address is Vierbicher Associates, 400 Viking Drive, Reedsburg, WI 53959, e-mail address is thal@vierbicher.com and work telephone is 608-524-6468.

The CONSULTANT SERVICES will be performed for the MUNICIPALITY and will be completed by *December 31, 2016*. Deliver PROJECT DOCUMENTS to 300 La Crosse Street, Wisconsin Dells, WI 53965, unless other directions are given by the MUNICIPALITY.

Actual Cost Plus Fixed Fee:

- (1) For all contract services, actual costs to the CONSULTANT up to \$103,000.00.
- (2) For QV materials testing services subcontracted to Nummelin Testing Services, Inc., the CONSULTANT'S actual cost to Nummelin Testing Services, Inc. based on actual costs up to \$3,000.00.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$106,000.00.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Construction Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of

Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to the following Special Provisions which are annexed and made a part of this CONTRACT, consisting of 2 pages.

TRAVEL TIME

1. A CONSULTANT employee shall be paid actual cost up to two (2) hours "show-up" time or the actual hours worked that day—whichever is greater—if the employee is sent home, due to work site conditions, at the direction of the project engineer. No "show-up" time will be allowed if the CONSULTANT and/or CONSULTANT employee is notified of the no-work conditions on the previous day.

SURVEY SERVICES

1. Services provided by the CONSULTANT for Project I.D. 6219-01-71 will be limited to the provision of construction staking services for this project as requested by the MUNICIPALITY Representative.

MATERIAL TESTING SERVICES

1. The CONSULTANT and Nummelin Testing Services, as the subconsultant, will perform aggregate sampling and testing, concrete sampling and testing, and NUC density testing for QV sampling and testing.

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

For the CONSULTANT

By: Craig Edts
Title: Dept. Manager
Date: 3/24/16

For the MUNICIPALITY

By: _____
Title: _____
Date: _____

Consultant Contract Total Fee Computation

Project ID	6219-01-71			Total for Contract
Number of Staff Hours	944			944
Total Direct Labor	\$103,000.00			\$103,000.00
Subtotal	\$103,000.00	\$0.00	\$0.00	\$103,000.00
Nummelin Testing Services	\$3,000.00			\$3,000.00
Subcontract Subtotal	\$3,000.00	\$0.00	\$0.00	\$3,000.00
TOTAL COST	\$106,000.00	\$0.00	\$0.00	\$106,000.00

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 6219-01-71

Classification		Project Leader		Project Engineer		Project/Engineering Technician		Project Surveyor		Total Direct Labor	
Avg. Hourly Wage		\$130.00		\$97.50		\$87.50		\$117.50			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Project Coordination	740	40	\$5,200.00	40	\$3,900.00		\$0.00		\$0.00	80	\$9,100.00
Project Meetings	747	40	\$5,200.00	40	\$3,900.00		\$0.00		\$0.00	80	\$9,100.00
Materials Testing & Reporting	238	80	\$10,400.00	120	\$11,700.00		\$0.00		\$0.00	200	\$22,100.00
Project Inspection	272	160	\$20,800.00	360	\$35,100.00	24	\$2,100.00	40	\$4,700.00	584	\$62,700.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
TOTAL:		320	\$41,600.00	560	\$54,600.00	24	\$2,100.00	40	\$4,700.00	944	\$103,000.00

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

	Page
I. DEFINITIONS	2
II. SCOPE OF SERVICES	3
A. General	3
B. Control and Authority	4
C. Services to be Performed by the CONSULTANT	4
D. Agency Coordination	4
III. PROSECUTION AND PROGRESS	4
A. Start of SERVICES	4
B. Progress	5
C. Completion of SERVICES	5
D. Delays and Extensions	5
E. Termination of CONTRACT	5
F. Subletting or Assignment of CONTRACT	6
IV. BASIS OF PAYMENT	6
A. General	6
B. SERVICE Orders, Extra SERVICES, or Decreased SERVICES	7
C. Errors and Omissions	7
V. MISCELLANEOUS PROVISIONS	7
A. Professional Practice	7
B. Ownership of Document	7
C. Legal Relations	7
D. Prevailing Wage Rate	7
E. Nondiscrimination in Employment	7
F. Federal Requirements for Disadvantaged Business Program	8
G. Equal Opportunity Employment	9
H. Implementation of Clean Air and Clean Water Act	10
I. Conflict of Interest	10
J. Certification Regarding Lobbying	10
K. Contingent Fees	11
L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – All Covered Transactions	11
M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions	12
N. Insurance Requirements	12
O. Choice of Law	12
P. Choice of Forum	12
Q. Entire Agreement	12
R. Severability	13
VI. Attachments	14
A. Insurance Table	14
B. Special Provisions	14

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

I. DEFINITIONS

- A. AUTHORIZATION: written direction from the DEPARTMENT to the CONSULTANT to proceed; it references this CONTRACT, the specific SERVICES to be performed and the DEPARTMENT PROJECT ID to which costs will be charged.
- B. CONSTRUCTION CONTRACT: agreement between the DEPARTMENT and a CONTRACTOR setting forth the obligations of the parties to the CONSTRUCTION CONTRACT, including, but not limited to, performance of the WORK, furnishing of labor and materials and basis of payment.
- C. CONSULTANT: individual, partnership, joint venture, corporation or agency undertaking the performance of the SERVICES designated under the terms of the CONTRACT and acting directly or through a duly authorized representative.
- D. CONSULTANT REPRESENTATIVE: employee designated by the CONSULTANT to act as liaison between the CONSULTANT and the DEPARTMENT
- E. CONTRACT: agreement between the DEPARTMENT and a CONSULTANT setting forth the obligations of the parties to the CONTRACT, including, but not limited to, these standard provisions, performance of the SERVICES, furnishing of labor and materials and basis of payment. The CONTRACT type may be a MASTER CONTRACT, which will include SERVICES to be provided under a WORK ORDER.
- F. CONTRACT AMENDMENT: agreement between the DEPARTMENT and a CONSULTANT setting forth the change in SERVICES from the original contract. The change in compensation, fixed fee and completion date, if any, shall be agreed upon by the DEPARTMENT and the CONSULTANT.
- G. CONTRACTOR: individual, partnership, joint venture, corporation or agency undertaking the performance of the WORK designated under the terms of a CONSTRUCTION CONTRACT and acting directly or through a duly authorized representative.
- H. DEPARTMENT: Wisconsin Department of Transportation.
- I. DEPARTMENT REPRESENTATIVE: employee of the DEPARTMENT in immediate charge of this CONTRACT and designated to act as liaison between the DEPARTMENT and the CONSULTANT
- J. FHWA: Federal Highway Administration.
- K. MANUALS: DEPARTMENT'S Construction and Materials Manual (CMM); Finals Process for Let Project Closeout; Facilities Development Manual (FDM); LRFD Bridge Manual (BM); and Standard Specifications for Highway and Structure Construction (Standard Specifications,) and materials referenced in those manuals.
- L. MASTER CONTRACT: a type of CONTRACT under which WORK ORDERS are issued.
- M. MUNICIPALITY: city, village, town, or county.
- N. MUNICIPALITY REPRESENTATIVE: employee of the MUNICIPALITY in immediate charge of this CONTRACT and designated to act as liaison between the MUNICIPALITY and the CONSULTANT.
- O. PROJECT: specific section of highway proposed for improvement by the DEPARTMENT in this CONTRACT. Each PROJECT or other described activity has a unique project ID.
- P. PROJECT DOCUMENTS: all materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product or other information of any type created by the CONSULTANT for the DEPARTMENT under this CONTRACT.
- Q. SERVICES: engineering or other services, labor, equipment, and materials furnished by the CONSULTANT in accordance with this CONTRACT.
- R. WORK: The furnishing of all labor, materials, equipment, and incidentals and the performing of all tasks needed to complete the project or a specific part of the project as specified in the CONSTRUCTION CONTRACT, together with the fulfillment of all associated obligations and duties required under the CONSTRUCTION CONTRACT.
- S. WORK ORDER: a type of CONTRACT issued under the terms of a MASTER CONTRACT.

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

II. SCOPE OF SERVICES

A. General

1. Active Voice

- a. The DEPARTMENT defines the CONSULTANT and DEPARTMENT responsibilities within the contract documents in one of the following ways:
 - (1) Taken in context, the contract language makes the responsible party clear.
 - (2) Direct commands are written to the CONSULTANT in the active voice-imperative mood.
 - b. If the CONSULTANT thinks the responsibility for an action under the CONTRACT is unclear or given to the wrong party, the CONSULTANT will seek clarification from the DEPARTMENT.
 - c. Sentences directing the CONSULTANT to perform SERVICES are written in the active voice-imperative mood. These CONSULTANT directions are written as commands. For example, the basic requirement to perform the CONTRACT SERVICES would be expressed as, "Furnish all SERVICES to accomplish this CONTRACT," rather than "The CONSULTANT shall furnish all SERVICES to accomplish this CONTRACT". In the imperative mood, the subject "the CONSULTANT" is understood.
 - d. Requirements to be performed by others are written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, "The DEPARTMENT will provide manuals, guides, written instructions and other information and data necessary to enable the CONSULTANT to perform the SERVICES to the same standards required of the DEPARTMENT'S personnel." Certain requirements of the CONSULTANT may also be written in the active voice, rather than the active voice-imperative mood, if the sentence includes requirements for others in addition to the CONSULTANT. For example, a sentence that involves action by both the CONSULTANT and the DEPARTMENT would be expressed, "At the request of the DEPARTMENT, the CONSULTANT shall furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES."
 - e. Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in neither the active voice nor the imperative mood. These types of sentences that describe a condition use verbs requiring no action. For example, "The DEPARTMENT REPRESENTATIVE is identified in the CONTRACT."
2. Perform all SERVICES consistent with applicable standards and requirements contained in the MANUALS. Revisions to the MANUALS made subsequent to the execution of this CONTRACT will be considered as orders defined in (IV)(B)(1.)
 3. Furnish all SERVICES, materials, equipment, supplies, and incidentals other than those designated in writing to be furnished by the DEPARTMENT and check or test them prior to use.
 4. The DEPARTMENT and FHWA may participate in all conferences and reviews.
 5. Confer with the DEPARTMENT and prepare and present such information and studies pertinent or requested by the DEPARTMENT to enable it to reasonably pass judgment on the features of the SERVICES. The CONSULTANT shall make such changes or revisions to the SERVICES required by the DEPARTMENT.
 6. The DEPARTMENT reserves the right to select the alternative to be used and may request additional alternatives be studied.
 7. At the request of the DEPARTMENT furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES.
 8. This CONTRACT serves as a permit under sec. 86.07(2), Wis. Stats., for the CONSULTANT to perform the SERVICES on property under the jurisdiction of the DEPARTMENT, unless a

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

separate permit is required by the DEPARTMENT REPRESENTATIVE. The CONSULTANT is an authorized representative of the DEPARTMENT for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to perform the SERVICES.

9. The SERVICES under this CONTRACT are subject to review and approval by the DEPARTMENT at those appropriate steps defined in detail in the MANUALS.

B. Control and Authority

1. GENERAL

- a. Orders issued by the DEPARTMENT REPRESENTATIVE will be given to the CONTRACTOR by the CONSULTANT REPRESENTATIVE.
- b. Confer with the DEPARTMENT REPRESENTATIVE and then transmit the agreed course of action to the CONTRACTOR for actions related to 105.13 of the Standard Specifications.

2. DEPARTMENT

- (1) The DEPARTMENT REPRESENTATIVE is identified in this CONTRACT and will monitor CONSULTANT compliance with the CONTRACT.

3. CONSULTANT

- a. The CONSULTANT REPRESENTATIVE is identified in this CONTACT and shall have the following qualifications, duties and responsibilities:
- (1) Be employed by the CONSULTANT.
- (2) Be in direct control of CONSULTANT personnel.
- (3) *(CONSULTANT Supplied Project Engineer Only)* Have the authority of the Engineer and the Project Engineer as set forth in sections 105.1 and 105.7 of the Standard Specifications when designated as Project Engineer.

C. SERVICES to be Performed by the CONSULTANT

1. Perform field operations in accordance with Occupational Safety and Health Administration (OSHA) regulations and accepted professional practice.
2. Public Involvement
- a. Maintain a log of public and agency involvement activities.
- b. Assist the DEPARTMENT in answering all questions received from the general public.
3. Schedule and attend meetings and conferences as required in the Special Provisions.
4. *(DEPARTMENT Supplied Project Engineer Only)* Act as Inspector as defined in the MANUALS.
5. *(CONSULTANT Supplied Project Engineer Only)* Act as Project Engineer as defined in the MANUALS.
6. Provide a computer system with minimum specifications.
7. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring changes or revisions in accepted SERVICES.

D. Agency Coordination

1. General

- a. *(CONSULTANT Supplied Project Engineer Only)* The DEPARTMENT will provide the coordination with all affected local, state and federal agencies, including the FHWA; other consultants and other contractors; the general public; utilities and railroad companies.
- b. *(CONSULTANT Supplied Project Engineer Only)* Inform and advise property owners, local authorities, police, fire, and emergency services affected by PROJECT activities.

2. Prepare necessary permit applications according to the MANUALS.

III. PROSECUTION AND PROGRESS

A. Start of Services

1. Commence SERVICES upon AUTHORIZATION from the DEPARTMENT

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

2. The DEPARTMENT will not be liable for payment for SERVICES performed without AUTHORIZATION.
- B. Progress
1. Prepare progress reports documenting the SERVICES performed to date.
- C. Completion of Services
1. Notify the DEPARTMENT when the SERVICES have been completed.
 2. The DEPARTMENT will notify the CONSULTANT of the formal acceptance of the completed SERVICES.
 3. Complete all SERVICES not later than 3 months after completion of PROJECT construction, or termination of CONTRACTOR(S)' responsibility, whichever occurs later.
- D. Delays and Extensions
1. The DEPARTMENT may extend the time for completion, with a CONTRACT AMENDMENT, in the event of an excusable non-compensable delay as defined in the Standard Specifications.
 2. Prior to completion of the CONTRACT, request, if desired, a CONTRACT AMENDMENT for an excusable delay.
- E. Termination of Contract
1. Termination for Cause – Default
 - a. The DEPARTMENT may terminate this CONTRACT, in whole or in part, upon default by CONSULTANT, including:
 - (1) Failing to begin the SERVICES under the CONTRACT within the time specified.
 - (2) Failing to perform the SERVICES with sufficient workers, equipment, or materials to complete the SERVICES within the specified time.
 - (3) Failing to complete the CONTRACT within the CONTRACT time specified, as extended by the DEPARTMENT.
 - (4) Performing the SERVICES unsuitably, or not obeying a DEPARTMENT directive to remove and replace or otherwise correct unacceptable SERVICES.
 - (5) Discontinuing the prosecution of the SERVICES before completion without the DEPARTMENT'S permission.
 - (6) Failing to resume SERVICES that the DEPARTMENT discontinued within a reasonable time after notice to do so.
 - (7) Insolvency or bankruptcy, or committing an act of bankruptcy or insolvency.
 - (8) Allowing a final judgment against the CONSULTANT to stand unsatisfied for a period of 48 hours.
 - (9) Making an assignment for the benefit of creditors.
 - (10) Failing to comply with the provisions of the CONTRACT.
 - (11) Failing to acquire or maintain the required insurance.
 - (12) Failing to perform the SERVICES in an acceptable manner.
 - b. The DEPARTMENT will notify CONSULTANT in writing of a default condition specifying the default and the action required. If the CONSULTANT, within a period of 10 calendar days of the notice, fails to proceed satisfactorily in compliance therewith, the DEPARTMENT then has full power and authority to take the performance of SERVICES out of the hands of the CONSULTANT; to use all suitable materials and equipment on the project; or to enter into CONTRACT, or use other methods that the DEPARTMENT requires to perform the SERVICES.
 - c. If the DEPARTMENT takes over or reassigns the incomplete SERVICES (III)(E)(a), the DEPARTMENT will deduct all additional costs and damages and the costs and charges of completing the SERVICES under CONTRACT from payments due the CONSULTANT. If that total exceeds the sum that would have been payable under the CONTRACT, the

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

DEPARTMENT will consider the CONSULTANT liable, and the CONSULTANT shall pay the excess sum to the DEPARTMENT.

- d. The DEPARTMENT will not relieve the CONSULTANT of the liability for the assessment of liquidated damages because of the CONSULTANT'S default.
 - e. The rights and remedies of the DEPARTMENT are in addition to all other rights and remedies provided by law or under the CONTRACT.
2. Termination for Convenience
- a. The DEPARTMENT may terminate the CONTRACT in whole or in part after determining that termination is in the DEPARTMENT'S or the public interest.
 - b. The DEPARTMENT will deliver to the CONSULTANT a termination notice specifying the extent of termination and the effective date.
 - c. Upon receipt of a termination notice, do not proceed with the affected SERVICES unless directed to do so in that notice. Complete all SERVICES specified in the termination notice. The DEPARTMENT reserves the right to declare in default a CONSULTANT who does not carry out the conditions of a termination for convenience.
 - d. If the DEPARTMENT orders termination of the CONTRACT for convenience, the CONSULTANT shall be paid for the SERVICES rendered, an amount bearing the same ratio to the total CONTRACT amount as the amount of SERVICES completed or partially completed and delivered to the DEPARTMENT bears to the total amount of SERVICES provided for herein, as a CONTRACT AMENDMENT.
 - e. If the DEPARTMENT directs, the CONSULTANT shall promptly remove equipment and supplies from the project site or other DEPARTMENT property. If the CONSULTANT does not remove the equipment and supplies as directed, the DEPARTMENT may do so at the CONSULTANT'S expense.
 - f. The DEPARTMENT will not relieve the CONSULTANT of contractual responsibilities for the SERVICES performed and SERVICES completed.
- F. Subletting or Assignment of Contract
1. Obtain approval to sublet or assign any part of this CONTRACT.
 2. Perform SERVICES amounting to at least one-half of the original CONTRACT amount.
 3. Retain full responsibility for the fulfillment of the CONTRACT.
- IV. BASIS OF PAYMENT
- A. General
1. The CONSULTANT will be paid for the performed and approved SERVICES under this CONTRACT.
 2. Reimbursement for costs will be limited to those which are allowable under 48 CFR Part 31 and by DEPARTMENT policy.
 3. Submit invoices for the SERVICES performed to date. The final invoice shall be submitted within three months of completion of SERVICES.
 4. Submit a separate invoice and a separate final invoice for each individual PROJECT.
 5. Payment does not constitute acceptance of unsatisfactory or defective SERVICES.
 6. The DEPARTMENT has the equitable right to set off against any sum due and payable to CONSULTANT under this CONTRACT, any amount the DEPARTMENT determines the CONSULTANT owes the DEPARTMENT, whether arising under this CONTRACT or under any other CONTRACT.
 7. Maintain and make available all records pertaining to all costs incurred for inspection by the DEPARTMENT, the FHWA, and the Comptroller General of the United States for three years following the final payment.
 8. Compensation will not exceed the total CONTRACT amount unless authorized by a CONTRACT AMENDMENT.

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

9. Compensation will not be allowed for improper CONSULTANT performance.
 10. Pay subconsultants within 10 business days of receipt of a payment for SERVICES performed.
- B. SERVICE Orders, Additional SERVICES, or Decreased SERVICES
1. The DEPARTMENT may give orders regarding the SERVICES including additional SERVICES or the elimination of required SERVICES until the CONTRACT is terminated.
 - a. If the order will not increase or decrease SERVICES, there is no change to the CONTRACT amount.
 - b. The CONSULTANT must notify the DEPARTMENT if extra compensation is desired for the SERVICES in (IV)(B)(1)(a).
 - c. If the order will increase or decrease SERVICES the DEPARTMENT and the CONSULTANT will negotiate adjustments to the CONTRACT amount and submit a CONTRACT AMENDMENT.
- C. Errors and Omissions
1. Be responsible for the accuracy of the SERVICES, and promptly make necessary revisions to its SERVICES resulting from its negligent acts, errors, or omissions without additional compensation.
 2. Give immediate attention to these revisions to prevent or minimize delay to any PROJECT.
 3. Be responsible to the DEPARTMENT for any losses to or costs to repair or remedy as a result of negligent acts, errors or omissions.
 4. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring revisions in the SERVICES necessary to correct errors or omissions.
- V. MISCELLANEOUS PROVISIONS
- A. Professional Practice
1. Perform all SERVICES consistent with generally accepted professional practice.
- B. Ownership of Documents
1. The DEPARTMENT is owner of all PROJECT DOCUMENTS.
 2. Deliver all PROJECT DOCUMENTS within 10 business days of request or completion of CONTRACT.
 3. The DEPARTMENT'S reuse of PROJECT DOCUMENTS other than for the intended PROJECT shall be at the sole risk of the DEPARTMENT.
- C. Legal Relations
1. Comply with and observe applicable federal, state, and local laws, ordinances, and regulations in effect at the time the SERVICES are performed.
 2. Indemnify the DEPARTMENT and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence in performance of the SERVICES, errors, omissions and/or noncompliance with any applicable federal, state or local laws.
 3. Be responsible for all damages to property or persons arising out of negligent act, error and/or omission.
- D. Prevailing Wage Rate
1. Sec. 103.50, Wis. Stats., the Wisconsin prevailing wage rate law, does not apply.
- E. Nondiscrimination in Employment
1. The CONSULTANT will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this CONTRACT.
 2. The CONSULTANT, with regard to the SERVICES performed by it during the CONTRACT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for SERVICES to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. In the event of the CONSULTANT'S noncompliance with the Non-discrimination provisions of this CONTRACT, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending the CONTRACT, in whole or in part.
 6. The CONSULTANT will include the provisions of (V)(E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.
- F. Federal Requirements for Disadvantaged Business Program
1. Disadvantaged Businesses Enterprises (DBE) as defined in 49 CFR Part 26 and federal law shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements 49 CFR Part 26 and federal law apply to this CONTRACT (and any WORK ORDER) only when they are federally funded.
 2. When any portion of this CONTRACT is federally funded and Federal law in effect at the time this CONTRACT is executed authorizes and requires it, the CONSULTANT agrees to ensure that DBE'S have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. Take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

- shall constitute a breach of contract and may result in termination of this CONTRACT (or any WORK ORDER) by the DEPARTMENT or other such remedy as the DEPARTMENT deems appropriate.
3. When this CONTRACT is federally funded, identify, by name, the DBE'S whose utilization is intended to satisfy this provision, the items of SERVICES involved, and the dollar amounts of such items of SERVICES.
 4. When this CONTRACT is federally funded, maintain records and document its performance under this item.
- G. Equal Employment Opportunity (All Contracts Exceeding \$10,000)
1. During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
 - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
 - i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

with Title VI, you must take reasonable steps to ensure that LAP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)
2. Include the provisions of (V)(G) in every subcontract in excess of \$10,000.
- H. Implementation of Clean Air Act and Clean Water Act (All Contracts Exceeding \$10,000)
 1. Stipulate that any facility to be utilized in the performance of this CONTRACT, unless such CONTRACT is exempt under the Clean Air Act and under the Clean Water Act is not listed, on the date of CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
 2. Comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed therein.
 3. Notify the DEPARTMENT (or MUNICIPALITY, in the case of a three-party contract) and the U.S. EPA Assistance Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this CONTRACT is under consideration to be listed on the EPA List of Violating Facilities.
 4. Include the provisions (V)(H) in every nonexempt subcontract.
- I. Conflict of Interest
 1. Warrant that neither it nor any of its affiliates have any financial or personal interest that would conflict in any manner with the performance of the SERVICES, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.
 2. Warrant that it will not employ for any SERVICES any person who is employed by the DEPARTMENT at the time of execution or during the life of this contract without prior written approval from the DEPARTMENT.
 3. Warrant that it will immediately notify the DEPARTMENT if any actual or potential conflict of interest arises or becomes known. Upon receipt of such notification a DEPARTMENT review and approval is required to continue to perform SERVICES under this CONTRACT.
- J. Certification Regarding Lobbying
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit standard form-LOLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- K. Contingent Fees
1. Warranty that only employee(s) working solely for the CONSULTANT solicited or secured this CONTRACT (or any WORK ORDERS), and that any fees, commissions, percentages, brokerage fees, gifts, or any other considerations, contingent upon or resulting from the award or making of this CONTRACT (or any WORK ORDER) will be given only to employee(s) working solely for the CONSULTANT.
 2. For breach or violation of this warranty, the DEPARTMENT may terminate this CONTRACT without liability, or deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-All Covered Transactions
1. For purposes of this section, "proposal" means this entire CONTRACT when signed and submitted by CONSULTANT to the DEPARTMENT before execution by the DEPARTMENT.
 - a. Instructions for Certification
 - (1) Signing and submitting this proposal provides the certification set out in section (V)(L)(1)(b) below.
 - (2) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Chapter Trans 504 Wis. Admin. Code.
 - (3) Include (V)(L) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—All Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - (4) Submit an explanation for the inability to provide the certification set out in (V)(L)(1)(b) below. The DEPARTMENT will determine if the explanation is sufficient to enter into this transaction. Failure to furnish a certification or explanation will exclude participation in this transaction.
 - (5) The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT determined to enter into this transaction. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification the DEPARTMENT may pursue all available remedies.
 - (6) Provide immediate written notice to the DEPARTMENT if at any time the CONSULTANT learns that its certification was invalid when submitted or has become invalid by reason of changed circumstances.
 - (7) Will not enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction without written notice by the DEPARTMENT. The DEPARTMENT may pursue all available remedies for failure to obtain this written notice.
 - b. The CONSULTANT certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the DEPARTMENT, under Chapter Trans 504 Wis. Admin. Code or any federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in section (V)(L)(1)(b)(2) above; and
- (4) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. Certify that all grantees or subcontractors, also known as lower tier participants as that term is used in 49CFR Part 29 have certified in writing that neither they nor their principals are currently debarred, suspended or proposed for debarment, have been declared ineligible or have voluntarily been excluded from participation in this or any other Federal, State or local transaction by any Federal, State or local department agency or official.

N. Insurance Requirements

1. Maintain the following types and limits of commercial insurance in force until such time as all SERVICES under or incidentals to the CONTRACT have been completed.
(See Insurance Table, VI Attachment A)
2. Furnish an Insurance Certificate, (or Certificates) showing the CONSULTANT is covered by the required types and amounts of insurance to the DEPARTMENT prior to the performance of any SERVICES under this CONTRACT.
3. A 60 day notice of cancellation or change in coverage will be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A - or better. The DEPARTMENT reserves the right to require other coverage and limits as described in the Special Provisions of this CONTRACT.
4. The insurance requirements shall apply with equal force whether the SERVICES under this CONTRACT is performed by the CONSULTANT, a subcontractor of the CONSULTANT, or by any entity employed directly or indirectly by either party.
5. Exceptions to the insurance requirements require approval from the DEPARTMENT. The approval must be reflected in the Special Provisions of the CONTRACT.

O. Choice of Law and Sovereign Immunity

1. The CONTRACT shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin.
2. Nothing in this CONTRACT shall be deemed as a waiver of the State's sovereign immunity consistent with Wisconsin law.
3. Non-Appropriation of Funds. With respect to any payment required to be made by DEPARTMENT under this CONTRACT, the parties acknowledge DEPARTMENT'S authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either CONSULTANT or DEPARTMENT may terminate this CONTRACT after providing not less than thirty (30) days notice to the other party.

P. Choice of Forum

1. Any dispute arising out of or related to this CONTRACT shall be brought solely and exclusively in front of the State and Federal courts of Dane County, Wisconsin.

Q. Entire Agreement

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

1. This CONTRACT and its attachments contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.
- R. Severability
1. The invalidity or unenforceability of any provisions of this CONTRACT shall not affect the validity or enforceability of any other provision of this CONTRACT, which shall remain in full force and effect.

CONSTRUCTION ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

VI. Attachment A. Insurance Table

Type of Insurance	Minimum Limits required *
(a) Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.	\$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.
(b) Worker's Compensation and Employer's Liability Insurance	Worker's Compensation: Statutory Limits Employer's Liability: Bodily Injury by Accident - \$100,000 Each Accident Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee
(c) Commercial Automobile Liability Insurance; shall cover all CONSULTANT owned, non-owned and hired vehicles used in carrying out the contract.	\$1 Million - Combined Single Limits per occurrence
(d) Architect [sic] and Engineer [sic] Professional Liability Insurance **	\$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of \$1 Million

** These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.*

***This insurance requirement applies only to engineering services and is waived for non-engineering services. Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.*

Attachment B. Special Provisions

Insert Special Provisions

Road Repair Reimbursement Agreement

This agreement (Agreement) is entered into as of the _____ day of _____, 2016, between the City of Wisconsin Dells, a municipality organized and existing under Wis. Stat. ch. 62 (City), with its offices located at 300 La Crosse Street, Wisconsin Dells, Wisconsin 53965, and American Transmission Company LLC, by its corporate manager, ATC Management Inc., a limited liability company organized and existing under the laws of the State of Wisconsin with its offices located at W234 N2000 Ridgeview Parkway Court, Waukesha, Wisconsin 53188-1022 (Collectively "ATCLLC"). The City and ATCLLC may be referred to as "Party" or "Parties" as the context may require.

The Parties represent as follows:

- A. ATCLLC is a "public utility" as that term is defined in Wis. Stat. §196.01(5) and is a "transmission company" within the meaning of Wis. Stat. § 196.485(1) (ge).
- B. ATCLLC is in the process of performing certain work on its facilities located in or in the area of the City during the period commencing on or about March 2016 and ending with the completion of the work associated with the construction of certain electric transmission facilities generally referred to as the "Badger Coulee" project (Project) and may, as a result of that work, need to have certain of its vehicles and equipment, or vehicles and equipment of ATCLLC's contractors, subcontractors, suppliers, material men, or assigns (collectively "Contractors"), use roads, bridges and culverts (collectively "Roads") that are maintained by the City or over which the City has jurisdiction and authority.
- C. City, in accordance with the City Code, has adopted Wis. Stat. ch. 348 and has the authority to issue permits, under conditions determined by the City, for the use of City Roads for vehicles and equipment that exceed the weight limits determined for such Roads.
- D. ATCLLC seeks a permit or permits for the use of the Roads of the City by certain vehicles and equipment operated by ATCLLC or on its behalf, and the City is willing to issue the required permit or permits, but only upon certain terms and conditions.
- E. The Parties have determined that it is in their mutual interest to set forth the terms and conditions relating to the issuance of the required permits for the use of the Roads of the City.

Therefore, the Parties agree as follows:

1. **Preliminary Assessment.** The Parties have determined that an independent party, EMCS Inc. (EMCS), shall perform a preliminary assessment ("Preliminary Assessment") of the condition of the Roads set forth on Attachment A. EMCS shall provide a text summary and videotape of the condition of the Roads set forth on Attachment A to the City and ATCLLC. All expenses related to activities by EMCS incurred as a result of the Preliminary Assessment are to be paid by ATCLLC.

2. Permits. The City shall, upon the execution of this Agreement, issue such permits as are necessary to permit ATCLLC or its Contractors to use the Roads of the City identified on Attachment A for certain overweight vehicles and equipment, up to and exceeding 80,000 lbs. gross vehicle weight (GVW), necessary for transporting material, equipment or machinery used by ATCLLC or its Contractors in the construction or erection of facilities used in the transmission of electricity. The permits shall conform to the requirements of Wis. Stat. ch. 348, and shall be displayed in accordance with the requirements of Chapter 348.

3. Fees. Pursuant to Wis. Stat. §348.25(8)(f), for the general permit to operate overweight vehicles and equipment, ATCLLC shall pay City a permit issuance fee in the amount of Five Thousand And No/100 Dollars (\$5,000.00) payable upon the execution of the Agreement. Each load exceeding 80,000lbs GVW is subject to an additional fee of five hundred dollars (\$500.00). For purposes of this Section, should the vehicle or equipment exit the Road onto adjacent or nearby property and then re-enter the Road, each re-entry onto the Road is included as part of the original load (and not subject to an additional \$500 fee).

4. Roads to be used under the Permits/Use Suspension. The permits issued shall authorize ATCLLC or its Contractors to use the Roads of the City set forth on Attachment A to this Agreement, which is incorporated into this Agreement in its entirety as though fully set forth herein, subject to reasonable conditions the City may impose for the public safety, including, but not limited to, flagging, route escort, and intersection closure.

5. Authorized Vehicles and Equipment. The vehicles and equipment authorized on the Roads of the City set forth on Attachment A are listed on Attachment B. Attachment B identifies the types of vehicles and equipment that ATCLLC anticipates it or its Contractors may employ at this time. The Parties acknowledge that ATCLLC or its Contractors may employ other vehicles and equipment in the course of its work.

6. Term/Subsequent Assessment. Permits issued to ATCLLC are valid from the execution of this Agreement by both Parties until completion of the work to be performed for or on behalf of ATCLLC on its facilities or the facilities of others for which it is obligated to perform work associated with the Project. At the request of either party, EMCS shall perform a subsequent assessment ("Subsequent Assessment") of the condition of the Roads of the City set forth on Attachment A in the manner provided in Section 1. All expenses related to any activities by EMCS incurred as a result of the Subsequent Assessment performed by EMCS shall be paid by ATCLLC.

7. Maintenance of Roads during Term of Permits. From the date of issuance of the permits provided for in this Agreement, until the completion of the work associated with the Project, ATCLLC shall be solely responsible for the cost of repair, prevention measures or containment of potholes and similar damage on those Roads set forth on Attachment A caused by ATCLLC or its Contractors. In the event any damage is caused by ATCLLC or its Contractors, as determined in accordance with this Agreement, such damage shall be repaired in accordance with the directives of the City. The City shall complete the repair, prevention measures or containment of any damage done to the Roads caused by ATCLLC or its Contractors.

8. Damage and Payment upon Expiration of Permit. Upon the expiration of the permit(s) and in the event that the Roads of the City set forth on Attachment A are damaged as a result of the use of such Roads by ATCLLC or its Contractors, then ATCLLC shall pay the City the cost of repairing such damage. If a Subsequent Assessment is performed, the difference

between the condition of the Roads of the City as shown in the Preliminary Assessment and in the Subsequent Assessment shall be the basis upon which the City determines whether any damage has occurred to the Roads set forth on Attachment A. The City shall estimate the cost to repair the Roads set forth on Attachment A and shall provide that estimate in writing to ATCLLC. Within thirty (30) days of receipt of the cost estimate, ATCLLC shall pay the amount estimated by the City, unless ATCLLC exercises its rights under Section 9 of this Agreement. Within thirty (30) days of completion of the road repairs discussed in Section 8, the City shall provide, in writing, a reconciliation of the estimated costs with the actual costs incurred. If the actual cost of repairs is less than the estimated amount and ATCLLC has paid the estimated costs, then the City shall refund any excess payment to ATCLLC. If the actual costs are more than the estimated costs paid by ATCLLC, then ATCLLC shall pay such additional amount. Any refund or payment shall be made by the responsible Party within thirty (30) days of the reconciliation. ATCLLC may exercise its rights under Section 9 of this Agreement to dispute the estimate, reconciliation or actual costs incurred, as well as the existence of or responsibility for any damage to the Roads.

Notwithstanding the language of the previous paragraph, in the event damage occurs that the City reasonably determines necessitates emergency repairs for the public safety or welfare, the City may immediately undertake such repairs and invoice ATCLLC, which shall pay all such invoices within thirty (30) days of receipt. ATCLLC may exercise its rights under Section 9 of this Agreement to dispute these repairs and the cost. In the event of any such dispute, however, ATCLLC shall pay the City for the repairs as provided in this Section with a right to recoup such payments after a favorable determination by the Arbitrator.

9. Dispute Resolution. The Parties acknowledge that they may disagree as to the existence or cost of repairing any damage or whether any damage may be the result of the use of such Roads by others. ATCLLC shall have the right to dispute the existence of, the cost to repair, or ATCLLC's or its Contractors' responsibility for the damage to the Roads set forth on Attachment A. If ATCLLC disputes the existence of, the cost to repair, or ATCLLC's or its Contractors' responsibility for such damage, ATCLLC shall notify the City within thirty (30) days of the receipt of the estimate, reconciliation, or invoice provided for in Section 8. Upon receipt of ATCLLC's notice under this Section, the parties shall select an arbitrator ("Arbitrator") that is acceptable to both Parties to resolve the dispute. The Parties shall have ten (10) business days to agree upon an Arbitrator. In the event that the Parties cannot agree upon an Arbitrator, either Party may apply to a court of competent jurisdiction to appoint an Arbitrator in accordance with Wis. Stat. § 788.04. Within twenty-one (21) days of the selection of an Arbitrator, the City and ATCLLC may provide such information as each deems necessary or appropriate to the Arbitrator and the other Party. Either Party has the right to request a hearing or request that the Arbitrator make a determination without a hearing. Any such hearing requested shall be held at the City Hall at a mutually agreeable time following receipt of the information provided in accordance with this Section 9, however, no later than sixty (60) days from the date of the request. The Arbitrator's determination(s) shall be considered an arbitration award under the provisions of Wis. Stat. ch. 788, shall be binding upon both Parties, and shall be enforceable in accordance with Wis. Stat. §788.09. All arbitration expenses incurred as a result of this Section shall be the sole responsibility of ATCLLC.

10. Hold Harmless and Limitation of Liability. ATCLLC shall indemnify, protect, defend, and hold harmless the City from and against any damage to the Roads set forth on Attachment A, which may arise out of or be caused by any act of ATCLLC or its Contractors in the performance of work associated with the Project. ATCLLC shall indemnify, protect,

defend and hold harmless the City from and against any and all losses, claims, lawsuits, judgments, and demands whatsoever, including the cost of investigation and attorneys' fees, which may arise out of or be caused by any negligence of ATCLLC or its Contractors in the use of the Roads set forth on Attachment A in the performance of work associated with the Project.

The City acknowledges that ATCLLC is a regulated utility that operates pursuant to an Open Access Transmission Tariff (the "Tariff") approved from time to time by the Federal Energy Regulatory Commission. Further, the City agrees that no provision in this Agreement is intended to alter or modify the Tariff in any way and that therefore no contractual indemnification or other liability is created or imposed on ATCLLC by this Agreement in excess of the liability imposed on ATCLLC by such Tariff.

Except as otherwise specifically provided for in this Agreement, neither Party will be liable to the other Party for any indirect, special, incidental or consequential damages that are not a reasonably foreseeable consequence of the breaching Party's breach of this Agreement.

11. Insurance. ATCLLC represents that it is self-insured for the first \$2,000,000 for any personal injury and property damage that may occur in connection with operation under the permits and for which ATCLLC might be legally responsible for and has additional insurance coverage in the amount of \$50,000,000 in excess of \$2,000,000, which is deemed sufficient insurance coverage by the City under this Agreement. (See Attachment C.)

12. Additional Permits. This Agreement shall permit ATCLLC the use of Roads within the City set forth on Attachment A. ATCLLC must obtain any and all other permits necessary for completion of the work.

13. Springtime Freezing and Thawing Period. This Agreement does not permit the use of Roads that may be posted with weight limitations during the seasonal springtime freezing and thawing period, unless the City grants a permit for use during such period after determining when the Roads are either frozen or thawing and whether sections should be posted for weight limitations.

14. General Provisions.

A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings or agreements. Failure of ATCLLC or City to insist on performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, shall not be considered as waiving any such terms, conditions, rights or privileges. No waiver shall be effective unless reduced to writing and executed by both Parties. This Agreement and its Exhibits may be modified only in a writing signed by the Parties hereto.

B. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of ATCLLC and the City and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory to this Agreement.

C. Severability. In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision shall be deemed severed from this Agreement, unless the removal of the

unenforceable provision materially alters the rights or obligations of either Party under this Agreement. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in full force and effect as if such provision was not contained in the Agreement, but the Parties shall negotiate in good faith a new provision that will, to the extent practicable, restore the benefit of the bargain contained in such provision.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

E. Headings. The headings set forth in this Agreement are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

F. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

G. Notice. All notices or other communications required or desired to be given under this Agreement by either Party must be in writing, and will be deemed to have been fully given by email, addressed to the Party receiving notice, upon confirmation by Delivery Receipt or Read Receipt. Notice shall be given to the following:

For ATCLLC: Lee Meyerhofer, Local Relations Consultant
lmeyerhofer@atcllc.com

For City: Nancy R. Holzem, City Clerk/Administrative Coordinator
nholzem@dellscitygov.com

H. Authority. The Parties hereby warrant and represent that they are acting with full authority of the principals they may represent and/or upon all proper approvals from the entities on behalf of whom they are signing for.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

THIS AGREEMENT IS ENTERED INTO BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW.

American Transmission Company LLC
By ATC Management Inc., its corporate manager

BY: _____
Charles Gonzales, Senior Local Relations Representative

City of Wisconsin Dells, Sauk County, WI

BY: _____
David Holzem, Public Works Director

ATTEST:

Nancy R. Holzem, City Clerk/Administrative Coordinator

Attachment A – Roads to be Used

North Frontage Road

South Frontage Road

Trout Road

Old Highway 12

Attachment B – Vehicle | Trailer | Load

DESCRIPTION	WEIGHT
70' bucket truck	22,000 lbs
Jaraff Industries, Inc All-Terrain Tree Trimmer	25,000 lbs
Pete 367 D Mat Truck Crane Mats - 14	49,879 lbs
FL108DS 6X6 24' Fladbed Crane Mats - 14	52,560 lbs
Tigercat Mulcher	56,000 lbs
Truck Lowboy ASV - Skid steer	60,000 lbs
Forwarder	65,000 lbs
Pete 365 40T Boom (Dual Rated Altec)	66,900 lbs
Truck Lowboy D5 dozer	71,000 lbs
Pete 348D Pressure Digger Towmaster 20T 2AX A John Deere 310J Backhoe/Loader	72,258 lbs
Off-road Dump Truck	74,000 lbs
Truck Lowboy 300HP Tracked Mulcher	78,000 lbs
Ster AT9513D Daycab Tractor 2AX 48-80 Extendable Trailer Steel Poles	87,583 lbs
STER AT9513D Daycab Tractor New Hardline Puller	88,274 lbs
KW900BD18 4AX Daycab Tractor Kalyn Siebert 3AX 53T Lowboy Timber Pro 830B Forwarder	93,890 lbs
Ster AT9513D Daycab Tractor Kalyn Siebert 3AX 53T Lowboy Cat D6R Dozer	94,963 lbs
Ster AT9513D Daycab Tractor Kalyn Siebert 3AX 53T Lowboy John Deere 744K Wheel Loader	100,289 lbs
Ster AT9513D Daycab Tractor Kalyn Siebert 3AX 53T Lowboy John Deere 744K Wheel Loader	100,289 lbs
Truck Lowboy D6T Dozer	101,000 lbs
Ster AT9513D Daycab Tractor Kalyn Siebert 3AX 53T Lowboy Conductor Reels Qty 4	105,763 lbs
Ster AT9513D Daycab Tractor Kalyn Siebert 3AX 53T Lowboy Track Excavator - Cat 326	110,763 lbs
Ster AT9513D Daycab Tractor Kalyn Siebert 3AX 53T Lowboy Lo Drill DH40	117,860 lbs
Truck Lowboy 329 Excavator	120,000 lbs
Truck Lowboy 822 Tiger Car Hotsaw	121,000 lbs
Truck Trailer JD744 Loader	124,000 lbs
Truck Lowboy Peterson 5710 Grinder	134,000 lbs
Truck Lowboy 336 Excavator	136,000 lbs
100Ton RT Crane - Link Belt RTC	136,912 lbs
Truck Trailer 70 ton Crawler Crane	169,000 lbs
Truck Trailer 100 Ton Crawler Crane	175,000 lbs
Truck Trailer IMT 240 Drill Rig	214,000 lbs

The vehicles with license plates are the plated weights. The off road equipment are the actual weights. The weights are approximate.

ATTACHMENT C (current certificate of insurance to be provided upon agreement execution)

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3.0% tax on gross premium." Taxes \$:



BINDER

May 28, 2015

NAMED INSURED: American Transmission Company LLC
ADDRESS: W234N2000 Ridgeview Parkway Ct
Waukesha, WI 53188-1022

Re: Excess Liability Insurance
CLAIMS-FIRST-MADE Policy

Associated Electric & Gas Insurance Services Limited hereby agrees to provide coverage under POLICY No. XL5114604P for the POLICY PERIOD from the 1st day of June, 2015, until the 1st day of June, 2016, both days at 12:01 A.M., Local Time, at the address of the NAMED INSURED.

- 1) Premium
Terrorism
Commission
Continuity Credit
Policy Premium
- 2) RETROACTIVE DATE: The 12th day of June, 2000, at 12:01 A.M. Local Time at the address of the NAMED INSURED.
- 3) A. Limit of Liability each OCCURRENCE:
 1. \$35,000,000*
 2. \$70,000,000 General AggregateB. JOINT VENTURE Limit of Liability each OCCURRENCE:
Per Limit of Liability Section I.(B)(9)*
C. Combined PRODUCTS LIABILITY and COMPLETED OPERATIONS LIABILITY
Aggregate Limit of Liability for the POLICY PERIOD:
\$35,000,000*
D. FAILURE TO SUPPLY LIABILITY Aggregate Limit of Liability for the POLICY PERIOD:
\$35,000,000*
E. POLLUTION LIABILITY Aggregate Limit of Liability for the POLICY PERIOD:
\$35,000,000
F. MEDICAL MALPRACTICE INJURY Limit of Liability each OCCURRENCE:
\$35,000,000*
G. WILD FIRE LIABILITY Aggregate Limit of Liability for the POLICY PERIOD:
\$35,000,000*

* Subject to the \$70,000,000 General Aggregate of the POLICY

- 4) CONDITIONS and EXCLUSIONS: As per specimen AEGIS POLICY form with Endorsements quoted.

1 Meadowlands Plaza East Rutherford, NJ 07073 Telephone 201 508-2600 Facsimile 201 896-6639
AEGIS and the AEGIS Logo are Registered Service Marks of Associated Electric & Gas Insurance Services Limited

8000_BIND11 (07/2011)

Print Date: 05/28/2015 13:57:09

BINDER

5) UNDERLYING LIMITS:

- A. See Underlying Limits Schedule.
- B. \$2,000,000 any one occurrence not covered by underlying insurance.
- C. In the event of any CLAIM (s) arising from any single OCCURRENCE which involve(s) two or more UNDERLYING LIMITS, the UNDERLYING LIMITS shall apply in Combination.

6) Endorsements:

The following endorsements and/or exclusions will also be attached to the POLICY:

- 1. NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) (8202) 07/2011
- 2. EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT (8262) 05/2013
- 3. CARE, CUSTODY AND CONTROL ENDORSEMENT (8203) 05/2014
- 4. COMMUNITY SERVICE ACTIVITY ENDORSEMENT (8232) 07/2011
- 5. STANDARDS BOARD ACTIVITY ENDORSEMENT (8233) 07/2011
- 6. EMERGENCY ASSISTANCE AGREEMENT ENDORSEMENT (8204) 07/2011
- 7. NON-OWNED AIRCRAFT LIABILITY ENDORSEMENT (8215) 07/2011
- 8. PRIMARY INSURANCE CLAUSE (8405) 07/2011
- 9. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 10. ADDITIONAL INSUREDS - BLANKET BASIS (8433) 11/2011
- 11. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 12. MEMBER WITH VOTING RIGHTS ENDORSEMENT (8402) 07/2011
- 13. NOTICE OF CANCELLATION ENDORSEMENT (8200) 07/2011
- 14. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 15. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 16. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 17. NOTICE OF CANCELLATION ENDORSEMENT (8200) 07/2011
- 18. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 19. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 20. OFAC EXCLUSION (8438) 01/2015
- 21. TERRORISM LIMITS ENDORSEMENT (8409) 06/2015

7) Membership and Voting Status:

This POLICY will entitle the NAMED INSURED to be a member in the COMPANY, unless that membership is superseded, at any point in time, by membership in the COMPANY, a parent or affiliated company of the NAMED INSURED.

This POLICY will also entitle the NAMED INSURED to a vote on any matter submitted to the members of the COMPANY unless that voting right is superseded, at any point in time, by the voting right of a parent or affiliated company.

8) Terrorism Coverage:

TRIPRA of 2007 (U.S. Locations Only)

BINDER

Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA) extends the program for seven years. It eliminates the distinction between foreign and domestic acts of terrorism while maintaining the current federal share (85%) and the insurer co-pay (15%) above the insurer's retention. It hardens the cap on all insurers' aggregate liability at \$100 billion. Currently, it does not require insurers to offer coverage for nuclear, biological, chemical and radiological risks (NBCR). In addition, the bill maintains the current program trigger of \$100 million and the mandatory recoupment layer of \$27.5 billion for federal payments, specifying recoupment timeframes. The Act requires that 133% of federal outlays be recovered through policyholder surcharges. Finally, it provides for several studies of insurance availability/affordability for NBCR risks and for terrorism market capacity. AEGIS will continue to provide terrorism coverage for the policyholder as it has since the original bill was enacted in 2002. Further note that any terrorism coverage provided under the POLICY is subject to the \$70,000,000 General Aggregate of the POLICY.

Attached is an invoice for the Premium listed above, which is payable within 15 days of the date hereof, or 20 days from the inception date above, whichever is later.

A POLICY reflecting the above terms will be prepared and sent to you shortly. The policy provides coverage which is different from that provided by most other policies.

THIS BINDER SUPERSEDES ANY PREVIOUSLY ISSUED BINDER.

AEGIS Insurance Services, Inc.



Signature of Authorized Representative



3000 Bayport Drive * Suite 550
Tampa, Florida 33607-8418
(813) 287-2117 * Fax: (813) 874-2523

BINDER OF INSURANCE

FOLLOWING FORM EXCESS GENERAL LIABILITY INDEMNITY POLICY

This Binder is evidence that Energy Insurance Mutual Limited has bound coverage described hereafter in accordance with your instructions and applications for insurance on file. The binder is subject to the terms, conditions and limitations of the policy in current use by EIM and any special conditions specified by this binder.

This binder may be cancelled by the Member Insured and EIM in accordance with the cancellation provisions of the policy in current use and is automatically cancelled when the policy is issued.

Member Insured:	American Transmission Company LLC W234N2000 Ridgeview Parkway Court Waukesha, WI 53188
Policy Number:	253098-15GL
Policy Period:	June 01, 2015 until June 01, 2016 , both days at 12:01 A.M. Standard Time.
Limits of Liability:	\$15,000,000 per Occurrence, subject to a \$15,000,000 Annual Aggregate for all Occurrences.
Attachment Point:	\$35,000,000 for all Occurrences. ** Excess of Underlying
Premium:	for the policy period.
Retroactive Date:	June 12, 2000
Endorsements:	No. 01 Common Occurrence Exclusion No. 02 DropDown Joint Venture No. 03 DropDown Over General Aggregate No. 04 Policies Followed No. 05 Terrorism - Certified Acts – NEW FORM

The above listed Premium is due at the inception of the Policy Period.

This Binder is valid for 45 days, and is subject to the following:

EIM will agree to follow form AEGIS's Binder letter dated May 28, 2015, including only endorsement numbers: 1, 3, 4, 5 (except restricting provision D), 6, 7, 8 (however, EIM's minimum Attachment Point is

\$35,000,000), 19 and 20. EIM will not follow endorsement numbers: 2, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 21.

Policy will be issued on Following Form Excess General Liability Indemnity Policy form Rev. 01/01/06 (see www.eimltd.com for specimen) and will also include the EIM endorsement numbers as stated above.

Your current policy provides coverage for terrorism risks. You should know that any losses resulting from "certified acts of terrorism", as defined in the "Terrorism Risk Insurance Program Reauthorization Act of 2015" (the "Act"), would be covered and may be partially reimbursed by the United States government under a formula established by federal law. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. Beginning on January 1, 2016, the federal share of compensation will decrease by 1 percentage point per calendar year until equal to 80%. Therefore, coverage for losses resulting from certified acts of terrorism can be included under the policy in accordance with the Act and the Terms and Conditions of the policy.

The Act contains a \$100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion for your annual premium that is attributable to coverage for certified acts of terrorism is

Notwithstanding the offer of coverage provided, we retain the right to modify coverage for terrorism, without consideration, if the Federal Act is not extended or renewed at expiration or if legislation is enacted by the U.S Federal government that would in any way affect the coverage provided by the Company for terrorism losses.

This policy includes \$0 commission.

Subjectivities: receipt and satisfactory review of the signed Aegis Warranty application page, copy of the Aegis loss runs for open claims or confirmation of none, and payment of premium due by June 30, 2015.

This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted market, and, accordingly it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be.

The surplus lines broker responsible for placing this coverage is:

James H. Weber
Willis of Wisconsin, Inc.
License #: 2474919
2323 N. Mayfair Road, Suite 600
Milwaukee, WI 53226-0000

Signed:



Sandra Imbriani
Underwriting Manager - Casualty
May 28, 2015

"This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3.0% tax on gross premium." Taxes \$ 2,649.60



FOLLOWING FORM
EXCESS GENERAL LIABILITY INDEMNITY POLICY

Certified Acts of Terrorism Coverage
Non-Certified Acts of Terrorism Coverage

ENDORSEMENT NO: 5 ATTACHING TO AND FORMING PART OF POLICY NO: 253098-15GL
ISSUED TO: American Transmission Company LLC EFFECTIVE DATE: June 01, 2015
At 12:01 A.M. Standard Time

This Endorsement provides coverage for certified acts of terrorism and non-certified acts of terrorism, as described herein:

COVERAGE A: Certified Acts of Terrorism

COVERAGE PROVIDED BY THIS ENDORSEMENT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM (AS DEFINED BELOW) WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE COMPANY. BEGINNING ON JANUARY 1, 2016, THE FEDERAL SHARE OF COMPENSATION WILL DECREASE BY 1 PERCENTAGE POINT PER CALENDAR YEAR UNTIL EQUAL TO 80%. THE ADDITIONAL PREMIUM CHARGED FOR THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE UNITED STATES GOVERNMENT UNDER THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015 (THE "ACT").

THE ACT CONTAINS A \$100 BILLION CAP THAT LIMITS THE UNITED STATES GOVERNMENT'S REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

In consideration of additional premium it is hereby understood and agreed that coverage, subject to the limits of liability contained in this Policy, will be provided for a direct or indirect loss resulting from a certified "act of terrorism" as defined by Section 102 of the Act, as follows:

1) Act of Terrorism

- (A) Certification – The term "act of terrorism" means any act that is certified by the Secretary [of the Treasury (the "Secretary")], in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States -
- (1) to be an act of terrorism;
 - (2) to be a violent act or an act that is dangerous to –
 - (a) human life;
 - (b) property; or
 - (c) infrastructure
 - (3) to have resulted in damage within the United States, or outside of the United States in the case of –
 - (a) an air carrier or vessel described in paragraph (5)(B) [of the Act]; or
 - (b) the premises of any United States mission; and
 - (4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



- (B) Limitation – No act shall be certified as an act of terrorism if –
 - (1) The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (2) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final – Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

COVERAGE B: Non-Certified Acts of Terrorism

Subject to the limits of liability contained in this Policy, it is hereby understood and agreed that coverage will be provided for a direct or indirect loss resulting from a "non-certified act of terrorism." Defined as follows:

- (A) Involves and violent act of any act dangerous to human life or tangible or intangible property, and that causes damage to property or injury to persons or causes a threat thereof; and
- (B) Appears to be intended, in whole or in part, to:
 - (a) Intimidate or coerce a civilian population; or
 - (b) Disrupt any segment of a nation's economy; or
 - (c) Influence the policy of a government by intimidation or coercion; or
 - (d) Affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking; or
 - (e) Respond to government action or policy.

Exclusion

The Company will not pay for loss or damage caused directly or indirectly by an act of terrorism that does not qualify as either a certified act of terrorism or a non-certified act of terrorism, as defined in this Endorsement.

Modification

The Company has the right to modify this Endorsement, without consideration, if legislation is enacted by the Federal government of the United States, or regulations are promulgated thereunder, that would, in any way, affect the coverage being provided by this Endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be executed and attested.

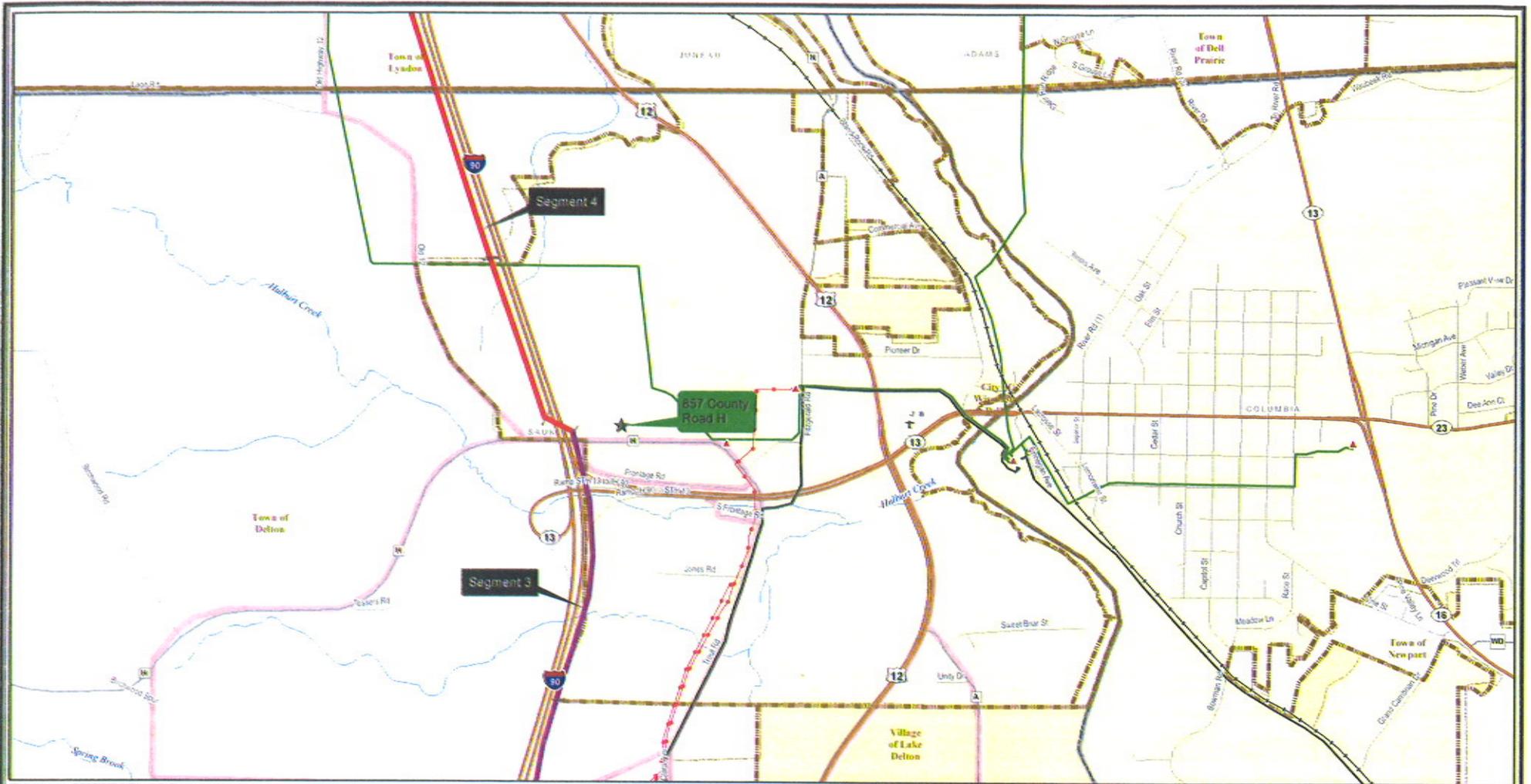
Tampa, Florida

ENERGY INSURANCE MUTUAL LIMITED

Attest:

By:

Sandra Imbriani
May 28, 2015



Sauk County-City of Wisconsin Dells Badger Coulee Transmission Project Construction Segment 3/4

Roads to be used during construction
 Staging Area

Badger Coulee Construction Segments

1 2 3 4 5 6 7 8

EXISTING ATC TRANSMISSION LINES

ATC Substation

69 kV
 138 kV
 345 kV

Airport Stream
 Open Water
 County Boundary
 City
 Village
 Town

N
 1 inch = 83,333 feet



© State Federal Plans. Texts may change periodically.

Task Order



PROFESSIONAL SERVICES

More ideas. Better solutions.

To:
Date of Issuance:
300 LaCrosse Street
Wisconsin Dells, WI 53965

City of Wisconsin Dells
March 24, 2016
MSA Project No.: 00085066

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: Public Works Garage Structural Steel Analysis and Repair Plan

The scope of the work authorized is: Prepare plans for repair and modifications to the existing steel columns in the public works garage that are severely corroded.

The schedule to perform the work is: approximate start: 03-07-16
approximate completion: 06-24-16

The estimated fee for the work is: \$7,500 (Estimated – Hourly)

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

CITY OF WISCONSIN DELLS

MSA PROFESSIONAL SERVICES, INC.

David Holzem
Director of Public Works and Utilities
Date: _____



Chuck Bongard
Program Manager
Date: 3/24/2016

Attest: Nancy Holzem

Date: _____