

TWO-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

City of La Crosse (MUNICIPALITY),

ISG, Inc. (CONSULTANT)

FOR

PROJECT ID 5991-05-18
City of La Crosse, Market Street
(14th Street to 19th Street)
Local Street
La Crosse County

This CONTRACT made and entered into by and between the MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY with a local Request for Qualifications for design for the reconstruction of approximately 0.4 miles of Market Street South between 14th Street and 19th Street, located in Sections 04 and 05, T15, R07, City of La Crosse, La Crosse County, Wisconsin. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The MUNICIPALITY REPRESENTATIVE is: Matthew Gallager, PE, City of La Crosse; City Traffic Engineer; 400 La Crosse Street, La Crosse, WI, 54601; gallagerm@cityoflacrosse.org; (608) 789-7392.

The CONSULTANT REPRESENTATIVE is: Will Kratt, PE, ISG, Inc.; Associate Principal, Civil Engineer; 201 Main Street, Suite 710, La Crosse, WI, 54601; will.kratt@is-grp.com; (608) 789-2034.

The CONSULTANT SERVICES will be performed for the MUNICIPALITY and will be completed by February 1, 2018. Deliver PROJECT DOCUMENTS to the City of La Crosse, 400 La Crosse Street, La Crosse, WI, 54601, unless other directions are given by the MUNICIPALITY.

BASIS OF PAYMENT

For Road Plans, a lump sum of \$39,128.66.

For Subsurface Investigations subcontracted to Braun Intertec Corporation, the CONSULTANT'S actual cost not to exceed \$2,970.00 based on Braun Intertec Corporation's estimated cost proposal.

For Historical Surveys subcontracted to Mead & Hunt, Inc., the CONSULTANT'S actual cost not to exceed \$9,306.96 based on Mead & Hunt, Inc.'s estimated cost proposal.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$51,405.62.

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 Two Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation (DEPARTMENT) 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 all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 33 pages.

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: William A. Pratt

Title: Associate Principal, ISG, Inc.

Date: 2/15/16

For the MUNICIPALITY

By: Matthew J. Gully

Title: City Traffic Engineer, City of La Crosse

Date: 2/23/16

VI. SPECIAL PROVISIONS

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Pavement Design Report:

The CONSULTANT shall prepare a Pavement Design Report as set forth in the MANUAL.

(2) Encroachment Report:

The CONSULTANT shall prepare an Encroachment Report, as directed by the MUNICIPALITY.

(3) Stormwater Report:

The CONSULTANT shall prepare a Stormwater Report as set forth in the MANUAL.

B. ENVIRONMENTAL DOCUMENTATION

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

The CONSULTANT shall prepare a Categorical Exclusion Checklist (CEC) for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

The CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Historical and Archaeological Surveys:

(a) The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate tribes for the DEPARTMENT'S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of this PROJECT.

(b) The CONSULTANT shall follow the procedures set forth in the MANUAL for the Section 106 process, Identification and

Evaluation, to locate historic buildings and structures and archaeological sites that could be affected by the PROJECT.

- (c) The CONSULTANT shall prepare the Section 106 Review Form, identifying the Area of Potential Effect for the PROJECT, notifying interested parties in the manner noted above, and completing a historical survey as required in the MANUAL.
- (2) Hazardous Materials/Contamination Assessments:
- (a) The CONSULTANT shall conduct a Phase 1 Hazardous Materials Assessment for the PROJECT in accordance with the MANUAL.
 - (b) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

C. UTILITY INVOLVEMENTS

- (1) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non-TRANS 220 projects.
- (2) The CONSULTANT shall prepare all necessary conveyance documents for the MUNICIPALITY. The MUNICIPALITY will enter into negotiations with the affected utility companies and will prepare all other documents.

D. PUBLIC INVOLVEMENT

- (1) Involvement Meeting:
 - (a) The CONSULTANT shall conduct one (1) public involvement meeting to acquaint the public with the concepts and probable impacts of this PROJECT.
 - (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public involvement meeting.
 - (c) The CONSULTANT shall prepare a summary report after the public involvement meeting.
 - (d) The CONSULTANT shall consult with the MUNICIPALITY and DEPARTMENT after the public involvement meeting to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
 - (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting and provide notices and press releases for

the MUNICIPALITY'S use. The CONSULTANT shall notify all adjacent and affected property owners.

- (f) The CONSULTANT shall provide the MUNICIPALITY and DEPARTMENT with copies of all public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the DEPARTMENT and the MUNICIPALITY.

E. SURVEYS

- (1) The CONSULTANT shall temporarily mark the existing right of way for coordination with affected utilities and property owners.

F. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform up to a total of two (2) roadway borings to a depth of ten (10) feet. The CONSULTANT shall perform limited laboratory testing on the soil samples retained to aid in determining the classification and engineering properties of the subsurface materials encountered. The CONSULTANT shall prepare an engineering report as outlined in the DEPARTMENT'S Geotechnical Bulletin No. 1.
- (2) Subsurface investigations shall be coordinated with the MUNICIPALITY and DEPARTMENT, with a minimum of three working days prior notice to enable the MUNICIPALITY and DEPARTMENT to make provisions for on-site observations and to evaluate conditions during drilling.
- (3) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section – Drilled Borehole and Monitoring Well Abandonment Procedures".
- (4) The CONSULTANT shall classify soils by pedological means to provide pavement design parameters.

G. ROAD PLANS

- (1) The CONSULTANT shall prepare Road Plans for the PROJECT.
- (2) Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans are expected to consist of the following:
 - (a) Title Sheet
 - (b) Typical Cross Sections, General Notes, and Special Details
 - (c) List of Standard Detail Drawings
 - (d) Engineering Estimates On Computer Worksheet
 - (e) Miscellaneous Quantities

- (f) Plan and Profile Sheets
- (g) Computer Earthwork Data
- (h) Cross Sections
- (i) Traffic Control Plan
- (j) Erosion Control Plan
- (k) Marking and Signing Plans
- (l) Street Lighting Plans
- (m) Project Overview – Single Sheet Schematic Drawing

Road Plans shall be designed in accordance with the current practices of the DEPARTMENT and in accordance with the principles, standards, and practices adopted by the DEPARTMENT for design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION, of the DEPARTMENT.

- (3) The CONSULTANT shall develop sufficient alternative or trial alignments, profiles, or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics, blending with the topography, and costs. The roadway profiles are to provide a "good fit" to the terrain to minimize earthwork and grading costs and to develop the configuration of other roadway elements such as bridges, intersections and cross-sections. Such trial designs or adjustments are considered essential phases of good engineering design and are required work under this CONTRACT.
- (4) Plans for minor incidental retaining walls less than six feet in height and pipe type structures in this CONTRACT shall be considered as special construction details of the Road Plans and not as Structure Plans.
- (5) In preparation of Road Plans, the CONSULTANT shall prepare and furnish to the MUNICIPALITY specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (7) Plans are subject to review and examination by the MUNICIPALITY and the DEPARTMENT.
- (8) It is anticipated that the PROJECT length will not exceed 0.4 miles.
- (9) It is anticipated that the Plan & Profile Sheets will be developed to a 1"=20' scale on the 11-inch by 17-inch size sheets.

- (10) The CONSULTANT shall prepare Traffic Control Plans assuming that the road will remain open to local traffic and closed to through traffic. Detour Plans shall be prepared.

H. MEETINGS

- (1) The CONSULTANT shall hold an Operational Planning meeting to discuss the organization and processing of the services under this CONTRACT. All known utilities shall be invited.
- (2) One (1) meeting shall be held with the MUNICIPALITY to discuss the progress of the PROJECT. The CONSULTANT shall involve the DEPARTMENT in the meetings.
- (3) The CONSULTANT shall coordinate all meeting schedules with the MUNICIPALITY and the DEPARTMENT.

I. PLANS, SPECIFICATIONS & ESTIMATES (P.S.&E.)

- (1) The CONSULTANT shall submit the Plan Letter, Sample Proposal with the Highway Work Proposal and Special Provisions, Recommendation to Governor for Contract and Bond Approval Form, Utility Status Report, Certificate of Right of Way, Contract Time for Completion, News Release, Notes to Construction, and the Wetland Impact Tracking Form portion of the P.S.&E. electronically as specified in the MANUAL.

J. SERVICES PROVIDED BY THE MUNICIPALITY OR DEPARTMENT

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

1. Traffic projections
2. As-built plans, as may be available
3. Known utility names and contacts

K. PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to:
 - (a) Subsurface Investigations to Braun Intertec Corporation.
 - (b) Historical Surveys to Mead & Hunt, Inc.
- (2) Services under this CONTRACT shall be completed by February 1, 2018. This assumes that the P.S.&E. will be submitted to the DEPARTMENT'S Central Office by August 1, 2017 for a Bid Letting on December 12, 2017.
- (3) The following items shall be completed and submitted to the DEPARTMENT by the indicated dates, if CONSULTANT has received the Notice to Proceed by March 1, 2016.

	<u>DATE</u>
Section 106	August 1, 2016
Preliminary Plans	September 1, 2016
Environmental Document	November 1, 2016
Design Study Report	January 1, 2017
Final P.S.&E. to Management Consultant	August 1, 2017

- (4) Section II.C.10. is amended as follows: The CONTRACT shall also be considered to be in full force and effect for the purposes of participation in the pre-construction conference as scheduled by the DEPARTMENT.

L. ACCESS TO RECORDS

Section V.B. of the STANDARD PROVISIONS is amended to include the following: The CONSULTANT'S record of the services provided under this CONTRACT will be available for inspection and copying at: I+S Group, Inc., 201 Main Street, Suite 710, La Crosse, WI, 54601.

Consultant Weighted Average Direct Labor Rates

Project ID 5991-05-27, City of La Crosse,
6th Street South, (Badger Street to State
Street), Local Street, La Crosse County

Project ID:

Classification:

Project Manager

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
116	\$43.27	100.00%	\$43.27
TOTAL		100.00%	\$43.27

Classification:

Engineer 3

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
102	\$45.47	20.00%	\$9.09
104	\$40.09	20.00%	\$8.02
108	\$41.56	20.00%	\$8.31
118	\$45.96	20.00%	\$9.19
126	\$51.92	20.00%	\$10.38
TOTAL		100.00%	\$45.00

Classification:

Engineer 2

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
113	\$30.93	33.33%	\$10.31
119	\$33.25	33.33%	\$11.08
128	\$34.62	33.34%	\$11.54
TOTAL		100.00%	\$32.93

Classification:

Engineer 1

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
110	\$23.29	20.00%	\$4.66
115	\$25.91	20.00%	\$5.18
120	\$24.45	20.00%	\$4.89
121	\$24.69	20.00%	\$4.94
127	\$25.00	20.00%	\$5.00
TOTAL		100.00%	\$24.67

Classification: Technician 3

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
100	\$25.93	25.00%	\$6.48
103	\$23.39	25.00%	\$5.85
107	\$21.87	25.00%	\$5.47
111	\$23.39	25.00%	\$5.85
TOTAL		100.00%	\$23.65

Classification: Technician 2

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
122	\$20.34	33.33%	\$6.78
123	\$19.83	33.33%	\$6.61
124	\$21.50	33.34%	\$7.17
TOTAL		100.00%	\$20.56

Classification: Administrative

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
112	\$35.21	33.33%	\$11.74
117	\$17.09	33.33%	\$5.70
125	\$14.00	33.34%	\$4.67
TOTAL		100.00%	\$22.10

Classification: Land Surveyor

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
101	\$45.47	50.00%	\$22.74
109	\$28.35	50.00%	\$14.18
TOTAL		100.00%	\$36.91

CONSULTANT DIRECT LABOR RATES



PROJECT ID: Project ID 5991-05-18, City of La Crosse, Market Street, (14th Street to 19th Street), Local Street, La Crosse County

Classification	Current Rate 2016	% Yearly Pay Increase	% Work at Current Rate	New Pay Rate 2017	% Work at Increased Rate	Date of Increase	Weighted Average Hourly Rate
Project Manager	\$43.27	1.70%	55.60%	\$44.01	44.40%	1/1/2017	\$43.60
Engineer 3	\$45.00	1.70%	55.60%	\$45.77	44.40%	1/1/2017	\$45.34
Engineer 2	\$32.93	1.70%	55.60%	\$33.49	44.40%	1/1/2017	\$33.18
Engineer 1	\$24.67	1.70%	55.60%	\$25.09	44.40%	1/1/2017	\$24.86
Technician 3	\$23.65	1.70%	55.60%	\$24.05	44.40%	1/1/2017	\$23.83
Technician 2	\$20.56	1.70%	55.60%	\$20.91	44.40%	1/1/2017	\$20.72
Administrative	\$22.10	1.70%	55.60%	\$22.48	44.40%	1/1/2017	\$22.27
Land Surveyor	\$36.91	1.70%	55.60%	\$37.54	44.40%	1/1/2017	\$37.19

Contract Completion Date: February 1, 2018

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

PROJECT ID: **Project ID 5991-05-18, City of La Crosse, Market Street, (14th Street to 19th Street), Local Street, La Crosse County**



CLASS	TASK	ACTIVITY CODE	Project Manager		Engineer 3		Engineer 2		Engineer 1		Technician 3		Technician 2		Administrative		Land Surveyor		Total Direct Labor			
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
Project Dev-Admin/Coordination		740	1	\$130.80																8	\$242.15	
Pavement Design, Materials		277	2	\$43.60																	7	\$187.58
Design-Reports		748	3	\$87.20																	22	\$623.36
Envir Imp-Environmental Documents		767	4	\$87.20																	20	\$512.94
Envir Imp-Contaminated Sites		765	5	\$43.60																	21	\$519.06
Proj Dev-Utilities/RV/Agency Public Int Meetings & Hearing		746	6	\$87.20																	22	\$552.30
Survey-General		743	7	\$261.60																	29	\$806.97
Prelim Design-General		729	8	\$43.60																	34	\$1,225.60
Prelim Design-Drainage		741	9	\$784.80																	140	\$3,569.14
Final Design-Drainage		778	10																			
Finalize Design Elements		742	11	\$523.20																	110	\$2,776.44
Traffic Control & Const Staging		788	12	\$87.20																	6	\$186.64
Final Design-Drainage		789	13																			
Compute Quantities & Details		786	14	\$218.00																	19	\$549.48
Signals And Lighting		785	15	\$43.60																	21	\$704.20
Project Develop-Meetings		747	16	\$348.80																	21	\$659.03
Plans, SPs And PS&E Docs		794	17	\$305.20																	25	\$744.91
TOTALS			71	\$3,095.60	14	\$624.76			188	\$4,673.68			160	\$3,315.20	36	\$801.72	36	\$1,338.84		505	\$13,859.80	

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS



PROJECT ID:

Project ID 5991-05-18, City of La Crosse, Market Street, (14th Street to 19th Street), Local Street, La Crosse County

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee	TOTAL
Project Dev-Admin/Coordination	740	\$242.15	\$361.17	\$0.00	\$48.43	\$651.75
Pavement Design, Materials	277	\$187.58	\$279.78	\$12.50	\$37.52	\$517.38
Design-Reports	748	\$623.36	\$929.74	\$43.75	\$124.67	\$1,721.52
Envir Imp-Environmental Documents	767	\$512.94	\$765.05	\$62.50	\$102.59	\$1,443.08
Envir Imp-Contaminated Sites	765	\$519.06	\$774.18	\$437.50	\$103.81	\$1,834.55
Proj Dev-Utilities/RR/Agency	746	\$552.30	\$823.76	\$0.00	\$110.46	\$1,486.52
Public Inf. Meetings & Hearing	743	\$806.97	\$1,203.60	\$190.00	\$161.39	\$2,361.96
Survey-General	729	\$1,225.60	\$1,827.98	\$1,078.75	\$245.12	\$4,377.45
Prelim Design-General	741	\$3,569.14	\$5,323.37	\$0.00	\$713.83	\$9,606.34
Prelim Design-Drainage	778	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Finalize Design Elements	742	\$2,776.44	\$4,141.06	\$0.00	\$555.29	\$7,472.79
Traffic Control & Const Staging	788	\$186.64	\$278.37	\$0.00	\$37.33	\$502.34
Final Design-Drainage	789	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Compute Quantities & Details	786	\$549.48	\$819.55	\$0.00	\$109.90	\$1,478.93
Signals And Lighting	785	\$704.20	\$1,050.31	\$0.00	\$140.84	\$1,895.35
Project Develop-Meetings	747	\$659.03	\$982.94	\$0.00	\$131.81	\$1,773.78
Plans, SP's And PS&E Docs	794	\$744.91	\$1,111.03	\$0.00	\$148.98	\$2,004.92
TOTALS		\$13,859.80	\$20,671.89	\$1,825.00	\$2,771.97	\$39,128.66

Overhead Rate = 1.4915

Fixed Fee = 8.00%

DIRECT EXPENSES BY ITEM



PROJECT ID:

Project ID 5991-05-18, City of La Crosse, Market Street, (14th Street to 19th Street), Local Street, La Crosse County

Item	Unit Amount	Unit Type	Rate	Total Expenses
Design Reports				
Copies	175	EA	\$0.25	\$43.75
Sub-Total				\$43.75
Environmental Documents				
Copies	250	EA	\$0.25	\$62.50
Sub-Total				\$62.50
Hazardous Waste				
Copies	750	EA	\$0.25	\$187.50
Database Search	1	LS	\$250.00	\$250.00
Sub-Total				\$437.50
Public Inf. Meetings & Hearing				
Copies	200	EA	\$0.25	\$50.00
Large Format Printing	2	EA	\$70.00	\$140.00
Sub-Total				\$190.00
Survey-General				
GPS/Robotic	24	HR	\$40.00	\$960.00
Survey Supplies	1	LS	\$100.00	\$100.00
Survey Truck	25	MI	\$0.75	\$18.75
Sub-Total				\$1,078.75
Pavement Design				
Copies	50	EA	\$0.250	\$12.50
Sub-Total				\$12.50
TOTAL				\$1,825.00

CONSULTANT CONTRACT TOTAL FEE COMPUTATION



PROJECT ID: Project ID 5991-05-18, City of La Crosse, Market Street, (14th Street to 19th Street), Local Street, La Crosse County

Project ID	5991-05-18		Total for Contract
Number of Staff Hours	505		505
Total Direct Labor	\$13,859.80		\$13,859.80
Total Overhead Costs	\$20,671.89		\$20,671.89
Fixed Fee/Profit	\$2,771.97		\$2,771.97
Direct Expenses	\$1,825.00		\$1,825.00
Subtotal	\$39,128.66		\$39,128.66
Mead + Hunt, Inc.	\$9,306.96		\$9,306.96
Braun Intertec Corporation	\$2,970.00		\$2,970.00
Subcontract Subtotal	\$12,276.96		\$12,276.96
TOTAL COST	\$51,405.62		\$51,405.62

Overhead Rate:

1.4915 Fixed Fee:

8.00%

December 2, 2015

Quotation QTBO30880

Mr. Will Kratt, PE
I & S Group, Inc.
301 Main Street, Suite 710
La Crosse, Wisconsin 54601

Re: Proposal for a Geotechnical Evaluation
Pavement Replacement
Market Street
La Crosse, Wisconsin

Dear Mr. Kratt:

We respectfully submit this proposal to complete a geotechnical evaluation for the proposed pavement replacement for Market Street in La Crosse, Wisconsin.

Our Understanding of Project

Based on the information you provided to us, we understand Market Street is expected to receive pavement upgrades from 14th Street to 19th Street. The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on our knowledge of the area, it appears that the site and prospective boring locations will be accessible with a truck-mounted drill rig.

We will stake the boring locations by measuring dimensions from nearby with a cloth tape at approximate right angles from those references, based upon the scaled plan sheet that we assume will be provided to us. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Digger's Hotline and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We will drill the two (2) proposed standard penetration test borings, extending the borings to depths of 10 feet. Penetration tests for the roadway borings will be performed at 2 ½-foot vertical intervals in general accordance with ASTM Method D1586).

Groundwater Measurements

If groundwater is encountered in the boreholes during or immediately after drilling, the depth where it is observed will be recorded on the boring logs.

Borehole Abandonment

Wisconsin Administrative Code NR 141.25 requires us to seal any boring greater than 10 feet deep or any boring that intersects the water table. Boreholes greater than 4-inches in diameter that are less than 250 feet deep and have less than 150 feet of standing water may be abandoned using 3/8-inch bentonite chips.

Based on the intended exploration depths, we have made provisions to seal the borehole with 3/8-inch bentonite chips, and prepare associated Wisconsin borehole abandonment forms.

Sample Review and Laboratory Testing

Soil samples for the roadway will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer in general accordance with ASTM D2487.

To help classify the materials encountered and estimate/measure the engineering properties necessary to our analyses, we have budgeted to perform two (2) sieve analyses tests to determine the percentage of silt/clay-sized (fines) particles.

It is our intention to only perform laboratory tests that will be necessary to complete our analyses. If after review of the soils it is our opinion that portions of the above schedule would not be cost-beneficial to the project, we will reduce the schedule and we will not charge for tests that are not performed. Conversely, if after review it appears that additional testing would provide potential cost-benefits to the project, we will request authorization for the additional testing through a Change Order.

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD-generated sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact pavement design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.

- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing pavement subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Discussion identifying the site conditions that will impact design and performance of the infiltration system, qualifying the nature of their impact, and if needed outlining alternatives for mitigating their impact.

Two (2) hard copies (one bound original and one copy) and one (1) electronic copy of our report will be submitted to you. At your request, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

Cost

We will furnish the services described in this proposal for a lump sum fee of \$2,970.00. Our work may extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

We have not included potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. Costs for snow plowing or towing (if necessary) will be charged at a rate of 1.15x the actual cost. Costs for stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above) will be charged at a rate of \$190 per hour.

Cost Savings

If the borings for this project can be drilled in conjunction with another project, we can reduce the mobilization charge by \$500.

Schedule

We anticipate our work can be performed according to the following schedule:

- *Drill rig mobilization* – within 2 weeks following receipt of written authorization;
- *Field exploration* – 1 day on-site to complete the work;
- *Classification and laboratory testing* – 2 weeks following completion of the field exploration;
- *Preliminary results* – as the samples are obtained and reviewed;
- *Report submittal* – Completed within approximately 4 weeks following authorization.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We appreciate the opportunity to present this proposal to you. It is provided in duplicate so the original can be retained for your records and the **copy can be signed and returned to us. Please return the signed copy in its entirety.**

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule. We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement, dated September 1, 2013. To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Brandon Wright at 608.781.7277 or bwright@braunintertec.com.

Sincerely,
BRAUN INTERTEC CORPORATION



Brandon K. Wright, PE
Associate Principal/Senior Engineer



Mark Gretebeck
Principal

Attachments:
Cost Estimate
General Conditions (9/1/13)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB030880

Market Street Pavement Upgrades

Client:

I & S Group, Inc.
 Will Kratt
 115 East Hickory Street, Suite 300
 Mankato, MN 56001
 507-387-6651

Work Site Address:

Market Street
 from 14th to 19th Streets
 La Crosse, WI 54601

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Drilling Services				\$1,800.00
9000	Truck Mounted Drilling Services, per hour	1.00	Each	1,800.00	\$1,800.00
Activity 1.2	Site Layout - Staking - Utility Clearance - CADD				\$205.00
205	Site layout and utility clearance	1.00	Hour	80.00	\$80.00
3753	Soil Boring Location Sketch Scaled	1.00	Each	125.00	\$125.00
Activity 1.3	Geotechnical Soil Tests				\$120.00
1166	200 wash (ASTM C 117), per sample	2.00	Each	60.00	\$120.00
Activity 1.4	Analysis/Evaluation/Reports				\$845.00
138	Project Assistant	1.50	Hour	70.00	\$105.00
118	Staff Engineer	6.00	Hour	100.00	\$600.00
128	Senior Engineer	1.00	Hour	140.00	\$140.00
	Phase 1 Total:				\$2,970.00

Proposal Total:	\$2,970.00
------------------------	-------------------



2419 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

November 20, 2015

Mr. Will Kratt
I+S Group
201 Main Street, Suite 710
La Crosse, WI 54601

Subject: Proposal for Historical Services
WisDOT ID 5991-05-18/19
Market Street
La Crosse, La Crosse County

Dear Will:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide historical services for the above-referenced project in La Crosse.

Project Understanding

The I+S Group (ISG) is providing engineering services for the reconstruction of Market Street in the city of La Crosse in La Crosse County. The project extends from South 14th Street to South 19th Street and is expected to receive federal funds; therefore, it must comply with Section 106 of the National Historic Preservation Act (Section 106). Following Section 106, historical coordination is expected to include an architecture/history reconnaissance survey of the Area of Potential Effects (APE) and preparation of an Architecture/History Survey Report (A/HSR). The APE is expected to include properties adjacent to the project corridor. Based on a preliminary review of the Wisconsin Historic Preservation Database (WHPD), approximately 20 previously surveyed properties are located in the APE. These properties must be reviewed and incorporated into the A/HSR. Determinations of Eligibility (DOEs) for potentially eligible properties identified as a result of the reconnaissance survey are not included within this scope of work and may be completed as additional services.

Our work will follow the guidelines outlined in the Wisconsin Department of Transportation's (WisDOT's) *Survey Manual and Facilities Development Manual: Chapter 26*, and the Secretary of the Interior's *Guidelines for Historic Preservation Projects*. Mead & Hunt will work as a subconsultant to ISG and provide the historical services mentioned above and described in the Scope of Services section of this proposal.

Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall perform the following tasks:

Task 1 – Project Coordination

Mead & Hunt will correspond with ISG regarding the proposed scope and schedule and review proposed project activities. Mead & Hunt's project coordination activities include planning for and scheduling field survey, tracking work progress, responding to client inquiries, and managing the schedule and budget.

Task 2 – Notification letters

We will prepare local historical society and Native American notification letters for the project. We will submit the draft letters along with the location map and address list to the Local Road Management Consultant (MC) for review. Upon receipt of comments we will transmit the letters to the appropriate parties.

Task 3 – Research

Prior to commencement of field survey activities, we will review WHPD to confirm previously surveyed properties in the project APE. In compliance with the WisDOT's *Survey Manual*, previously surveyed resources in the APE will be addressed in the A/HSR.

We will also conduct research to identify materials related to development in La Crosse and properties along Market Street to assist in development of a historic context that will be used to evaluate surveyed resources. We expect to review materials at the following repositories:

- La Crosse Public Library
- La Crosse Historical Society
- Wisconsin Historical Society Library
- Wisconsin State Historic Preservation Office (SHPO)

Task 4 – Reconnaissance-level survey

Mead & Hunt staff will conduct a reconnaissance-level survey of properties within the APE. We will review previously surveyed properties to determine if they retain integrity and warrant resurvey and identify properties that are at least 40 years old and retain a degree of integrity.

Task 5 – Prepare survey documentation

Upon completion of the field survey, we will prepare the A/HSR, which will include a discussion of proposed project activities, a historic context related to development in the survey area, and architectural descriptions and eligibility recommendations for surveyed properties. Supplemental survey materials include labeled photographs and maps. As outlined in the WisDOT's *Survey Manual*, we will also update and/or create new WHPD records for surveyed properties.

We will submit three complete copies of the A/HSR and supplemental materials to ISG for inclusion in the Section 106 submittal. We will also assist in completing the Section 106 Form.

Responsibilities of I+S Group

Our Scope of Services and Compensation are based on ISG performing or providing the following:

- A designated representative with authority to transmit information, receive information, and transmit WisDOT decisions.
- Available data, drawings, and information related to the project.
- Transmittal of A/HSR to the MC and/or WisDOT Southwest Region.

Work Not Included

This estimate does not include completion of DOEs or effect documentation. These documents are considered additional work.

Compensation

The work described under the Scope of Services will be performed on time-and-expense basis in accordance with the attached cost breakdown. Our fee for these services is our actual cost up to \$8,631.32 plus a fixed fee of \$675.64, not to exceed \$9,306.96.

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the I+S Group and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services*, which is on the reverse side and which is made a part of this proposal.

We appreciate the opportunity to submit this proposal to the I+S Group.

We appreciate the opportunity to submit this proposal to ISG.

Respectfully submitted,

MEAD & HUNT, Inc.



Emily Pettis
Cultural Resources Department Manager

Attachments

Accepted by: I+S GROUP

Approved by: MEAD & HUNT, INC.

By: _____

By: Christina Slattery

Name: _____

Name: Christina Slattery

Title: _____

Title: Vice President

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Date: November 20, 2015

CONSULTANT DIRECT LABOR RATES

PROJECT ID: 5991-05-18/19, Market Street, La Crosse, La Crosse County

Employee Name(a)	Classification(b)	Current Rate(c) 2015	% Yearly Pay Increase(d)	% Work at Current Rate(e)	New Pay Rate(f) 2016	% Work at Increased Rate(g)	Date of Increase(h)	New Pay Rate(i) 2017	% Work at Increased Rate(j)	Date of Increase(k)	Weighted Average Hourly Rate(l)
	Project Historian	\$47.43	2.00%	0.00%	\$48.38	100.00%	1/1/2016				\$48.38
	Senior Historian	\$37.72	2.00%	0.00%	\$38.47	100.00%	1/2/2016				\$38.47
	Architectural Historian	\$24.13	2.00%	0.00%	\$24.61	100.00%	1/3/2016				\$24.61
	CAD Tech	\$25.28	2.00%	0.00%	\$25.79	100.00%	1/4/2016				\$25.79
	Clerical	\$22.15	2.00%	0.00%	\$22.59	100.00%	1/5/2016				\$22.59

Contract Completion Date: December 31, 2016

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

MeadSilunt

PROJECT ID: 5991-05-18/19, Market Street, La Crosse, La Crosse County

CLASS	TASK	ACT. CODE	Project Historian		Senior Historian		Architectural Historian		CAD Tech		Clerical		Total Direct Labor		
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Avg. Hourly Wage			\$48.38		\$38.47		\$24.61		\$25.79		\$22.59				
Administration/Coord.		740			2	\$76.94					4	\$90.36		6	\$167.30
Historic		769			2	\$96.76	16	\$615.52	78	\$1,919.58	8	\$180.72		104	\$2,812.58
TOTALS					2	\$96.76	18	\$692.46	78	\$1,919.58	12	\$271.08		110	\$2,979.88

FEE COMPUTATION SUMMARY BY ENGINEERING TASK

Mead & Lunt

PROJECT ID:

5991-05-18/19, Market Street, La Crosse, La Crosse County

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee/ Profit	TOTAL
Administration/Coordination	740	\$167.30	\$306.86	\$0.00	\$37.93	\$512.09
Historic	769	\$2,812.58	\$5,158.83	\$185.75	\$637.71	\$8,794.87
TOTALS		\$2,979.88	\$5,465.69	\$185.75	\$675.64	\$9,306.96

Company-wide Overhead Rate = 1.8342

Profit = 8.00%

DIRECT EXPENSES BY ITEM

Mead&Hunt

PROJECT ID:**5991-05-18/19, Market Street, La Crosse, La Crosse County**

Item	Unit Amount	Unit Type	Rate	Total Expenses
Historic				
Employee Veh Mileage	250	MI	\$0.575	\$143.75
Lunch	2	EA	\$11.00	\$22.00
Photographic prints	40	EA	\$0.50	\$20.00
Photocopies	0	EA	\$0.10	\$0.00
Lodging	0	Day	\$140.00	\$0.00
Sub-Total				\$185.75
TOTAL				\$185.75

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

Mead & Hunt

PROJECT ID: 5991-05-18/19, Market Street, La Crosse, La Crosse County

Project ID	ID 5991-05-18/19				Total for Contract
Number of Staff Hours	110				110
Total Direct Labor	\$2,979.88				\$2,979.88
Total Overhead Costs	\$5,465.69				\$5,465.69
Fixed Fee/Profit	\$675.64				\$675.64
Direct Expenses	\$185.75				\$185.75
Subtotal	\$9,306.96	\$0.00	\$0.00	\$0.00	\$9,306.96
Sub 1					\$0.00
Sub 2					\$0.00
Sub 3					\$0.00
SUB 4					\$0.00
SUB 5					\$0.00
SUB 6					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DBE Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00
					\$0.00
TOTAL COST	\$9,306.96	\$0.00	\$0.00	\$0.00	\$9,306.96

Negotiated Overhead Rate: 1.8342

Percent Profit: 8.00%

DBE Percentage 0%

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.

11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Environmental impairment liability or pollution liability with coverage of at least \$2,000,000.00 per occurrence and \$2,000,000.00 annual aggregate;

- 5) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate;
- 6) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits; and
- 7) If aircraft are used in conjunction with this project, \$2,000,000.00 per occurrence and in aggregate for bodily injury and property damage.

On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its

subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after depot with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
--------------	--	----------	---

Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. **INCORPORATION OF PROCEEDINGS AND EXHIBITS.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting

Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Revised: November 2013

