

DESIGN ENGINEERING SERVICES CONTRACT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND

_____ (CONSULTANT)

For (Name of Roads, Highways, Counties, Project IDs)

This is a DESIGN ENGINEERING SERVICES CONTRACT between the Wisconsin Department of Transportation (DEPARTMENT) and (CONSULTANT) to provide consultant engineering services to the DEPARTMENT.

The DEPARTMENT proposes a transportation improvement PROJECT described as follows:

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

ALL SERVICES

The CONSULTANT services will be performed for the DEPARTMENT's Division of Districts, _____ office located in _____, WI and will be completed by/within _____. Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be:

- (1) Actual costs to the CONSULTANT up to \$_____, plus a fixed fee of \$_____, up to a maximum combined amount of \$_____.
- (2) A lump sum of \$_____.
- (3) Specific hourly rates as follows for hours in which the CONSULTANT's employees are directly engaged in performing the work or services required by this CONTRACT: (show rates and employee classification(s) to which they are applicable) plus the following non-labor direct costs will be reimbursed: (Provide schedule of costs including description, unit measure and unit cost) Cost of \$_____ per unit of work completed. (Describe work unit)
- (4) Cost of \$_____ per unit of work completed. (Describe work unit.)
- (5) For _____ (description of work) _____

Sublet to _____ a lump sum \$ _____, the CONSULTANT's actual cost not to exceed \$ _____.

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

When this CONTRACT is federally funded, if the total CONTRACT amount exceeds \$_____ the CONSULTANT shall subcontract a minimum of _____ percent of the total amount to one or more Disadvantaged Business firms as defined in 49 CFR Part 26. A listing of such firms is maintained by the Wisconsin Department of Development, and by the DEPARTMENT. This requirement does not pertain to this CONTRACT if the prime CONSULTANT is a certified Disadvantaged Business firm.

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

The CONSULTANT representative is _____, whose work address, e-mail address and telephone number are _____.
(Identify representative for each PROJECT if applicable.)

The DEPARTMENT representative is _____, whose work address; e-mail address and telephone number are _____.
(Identify representative for each PROJECT if applicable.)

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

The parties also agree to all of the provisions which are annexed and made a part of this CONTRACT, consisting of _____ pages.

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

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

For the CONSULTANT

For the State of Wisconsin
Department of Transportation

By: _____

By: _____

Contract Manager, Bureau of Financial Services

Title: _____

Date: _____

Date: _____

APPROVED

GOVERNOR, State of Wisconsin

Date: _____