

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

_____ (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

_____ (CONSULTANT)

FOR

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

This is a DESIGN ENGINEERING SERVICES CONTRACT between
_____ (MUNICIPALITY), DEPARTMENT, and
_____ (CONSULTANT) to provide
consultant engineering services and will be completed by/within
_____.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

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

ALL SERVICES

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

- (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) 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.

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 MUNICIPALITY 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, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Figure 2a 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 party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By: _____

Title: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

For the DEPARTMENT

Contract Manager, Bureau of Financial Services

GOVERNOR, State of Wisconsin

Date: _____

Date: _____