

CONSTRUCTION ENGINEERING SERVICES CONTRACT  
(CONSULTANT SUPPLIES PROJECT ENGINEER)

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

Project XXXX-XX-XX  
Local Bridge  
Local Road  
County

Project YYYY-YY-YY  
Local Bridge 2  
Local Road 2  
County 2

This is a Construction Engineering Services Contract (CONSULTANT supplies Project Engineer) (CONTRACT) between the Wisconsin Department of Transportation, (DEPARTMENT) and \_\_\_\_\_ (CONSULTANT) to provide consultant engineering services to the DEPARTMENT.

The DEPARTMENT deems it advisable to engage a CONSULTANT to provide certain construction 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 District # \_\_\_\_\_ 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

- (a) Actual costs to the CONSULTANT up to \$ \_\_\_\_\_, plus a fixed fee of \$ \_\_\_\_\_, up to a maximum combined amount of \$ \_\_\_\_\_.
- (b) 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)
- (c) A LUMP SUM of \$ \_\_\_\_\_.

For \_\_\_\_\_ (description of work) \_\_\_\_\_

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

Compensation in excess of this maximum combined amount will not be allowed unless authorized by a written contract change order. 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 GENERAL PROVISIONS incorporated by reference.

When this CONTRACT is federally funded, if the total CONTRACT amount exceeds \$ \_\_\_\_\_ the CONSULTANT shall subcontract \_\_\_\_\_ 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.

This CONTRACT incorporates and the parties agree to all of the GENERAL PROVISIONS of the August 2, 2002, CONSTRUCTION ENGINEERING SERVICES BOILERPLATE - CONSULTANT SUPPLIES PROJECT ENGINEER, Procedure 8-15-1, Figure 3a of the State of Wisconsin Department of Transportation Facilities Development Manual. Consultant acknowledges receipt of a copy of these GENERAL PROVISIONS.

PROJECT ID	ACTUAL COST	FIXED FEE	TOTAL
XXXX-XX-XX	\$XXXX	\$XXXX	\$XXXX
YYYY-YY-YY	\$YYYY	\$YYYY	\$YYYY
TOTAL	\$ZZZZZ	\$ZZZZZ	\$ZZZZZ

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

[Additional Special Provisions for specific services are to be included on this page; For example:

COMPUTER SERVICES See General Provisions II.C.(21).

SURVEY SERVICES

MATERIAL TESTING SERVICES

TRAFFIC CONTROL SERVICES

INSPECTION SERVICES

STAFFING SERVICES

The intent is to include only unique or extraordinary additional specific service variables on this page. Special provisions related to these types of additional specific services may be developed and cross referenced with the GENERAL Provisions.]

\_\_\_\_\_ percent of the fixed fee may be withheld until the terms of the CONTRACT have been fulfilled.

The CONSULTANT Representative is \_\_\_\_\_, whose work address, e-mail address and work telephone is \_\_\_\_\_. (Identify separate CONSULTANT Representative(s) for each PROJECT if applicable.)

The DEPARTMENT Representative is \_\_\_\_\_, whose work address, e-mail address and work telephone is \_\_\_\_\_. (Identify separate DEPARTMENT Representative(s) for each PROJECT if applicable).

It is anticipated work under this contract will start on \_\_\_\_\_, and be completed by \_\_\_\_\_.

This CONTRACT also incorporates the current State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction and the State of Wisconsin Department of Transportation Construction and Materials Manual in their entirety 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 relieves any individual, partnership, joint ventures, corporation or agency undertaking the performance of the work designated under the terms of a construction contract with the DEPARTMENT (Contractor) from any Contractor responsibilities or duties. 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.

In addition to the GENERAL PROVISIONS, the following applies to this CONTRACT:

A legally binding contract between the DEPARTMENT and the CONSULTANT will not exist until written Authorization for this CONTRACT is executed by the DEPARTMENT and issued to the CONSULTANT. The Authorization will specifically identify the Services to be performed and the state project ID number to which costs will be charged and the amount of compensation to be paid to the CONSULTANT by the DEPARTMENT. The CONSULTANT must reference the DEPARTMENT PROJECT ID number on its invoices for payment. Authorizations may be issued for various PROJECTS at various times throughout the life of this CONTRACT for various amounts, however, the aggregate amounts of all Authorizations may not exceed the maximum combined amount of this CONTRACT. The Authorizations issued to the CONSULTANT by the DEPARTMENT will instruct and authorize the CONSULTANT to proceed with Services on specific state PROJECTS.

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: \_\_\_\_\_