

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

PEDESTRIAN CROSSING ON RIVERSIDE DRIVE NEAR SUNSET PARK

The following summarizes the status of development of a pedestrian crossing with signals on Riverside Drive south of Sunset Park. This is based on several meetings with WisDOT. Bob Schuurmans of WisDOT has been very helpful working with the village.

Introduction

This pedestrian crossing is to be installed at a mid-block location south of Sunset Circle. This is the location of a crossing to be constructed in the future Riverside Drive project planned for 2021/2022.

This pedestrian crossing is on a high traffic volume state trunk highway, thus the DOT is quite involved to ensure a successful installation.

WisDOT Requirements

This pedestrian crossing requires a Hybrid Beacon Signal (trade name of HAWK) because of the high traffic volume—best chance of success according to WisDOT.

This interim crossing and signal installation must be paid for by the village. During the later highway reconstruction WisDOT will install the median and make any necessary modifications to the signal. The signal structure will be placed so that it is in the correct final location for the future project.

The signal must be constructed to DOT specifications including DOT poles, cross-bar and use a DOT approved contractor. The HAWK signal is essentially a stop light with no cross street.

The crossing must be mid-block because experience shows this is the safest design.

There may be a requirement to procure adequate property to install the poles. These are to be located outside of the sidewalk which adds to the property required. This may take some time.

The signal equipment can be dedicated back to WisDOT following installation by the village. This is preferred by the DPW because DOT will take over maintenance of the controls and replacement of the poles if damaged by an auto accident. Allouez does not have the capability of maintaining this equipment.

Only one or two hybrid signal crossings will be permitted on Riverside Drive due to traffic capacity concerns (restricting capacity of the route). Hybrid and traffic signals must be at least

1,200 feet apart. The remainder of the future pedestrian crossings on Riverside Drive will be simple marked crossings with signage and flashing post mounted lights.

Project Design

It is recommended that this project be designed and constructed by an engineering firm experienced in highway and traffic design, and knowledgeable on DOT requirements.

An engineering services proposal has been requested from Mead & Hunt and is attached. This is the firm designing the Riverside Drive reconstruction project, thus they are very knowledgeable on the design and the project requirements. This also addresses our internal workload concern as we presently have much other project design work to complete this year.

It is recommended that Mead & Hunt be retained for this project. We can delete the soil boring investigation as WisDOT is comfortable with using their standard approach of not completing a soils investigation, and they will be responsible for future maintenance of the system.

The option of deleting the proposed future highway median (since the signaled crossing may negate this need) should be explored during design.

Project Construction Cost

The engineering services cost for this project is estimated at approximately \$25,000.

The estimated construction cost for the crosswalk and signal system will be developed during the project design. However, WisDOT provided information showing that the cost is probably around \$100,000 for the equipment and installation.

Path Forward

The following steps must be completed to do this project.

- Retain the engineering consultant.
- Allocate funds for the engineering cost.
- Consultant to assess the need for property acquisition and deleting the median.
- Complete the design this fall per the proposed schedule.
- Proceed with bidding and construction this winter.



1345 B North Road
Green Bay, Wisconsin 54313
920-496-0500
meadhunt.com

September 9, 2016

Mr. Craig Berndt, Director of Public Works
Village of Allouez
1900 Libel Street
Green Bay, WI 54301

Subject: Allouez Hybrid Pedestrian Crossing (Sunset Circle)

Dear Mr. Berndt:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to the Village of Allouez for providing design engineering services for the above-referenced work.

Project Understanding

It is our understanding that the Village of Allouez intends to install a new pedestrian crossing across state highway 57 (Riverside Drive) in the vicinity of Sunset Circle. The Village, in coordination with the Wisconsin Department of Transportation (WisDOT), proposes to install a HAWK (**H**igh-intensity **A**ctivated **crossWalK** beacon) crossing and finance the construction. This proposal assumes that no State or Federal funds will be applied to the project. If the signal equipment does extend beyond the right of way, a permanent easement would be required but is not part of this proposal. Riverside Drive will remain open to traffic during construction with limited lane closures.

Coordination with Wisconsin Public Service (WPS) will be required for this project. An application for electrical service will be prepared for submittal by the village. WPS will design & install the electrical service lateral from the power source to the meter socket at the control cabinet.

Project Staff

Your Mead & Hunt team brings significant experience delivering safety-related transportation projects throughout Wisconsin and the country. We routinely analyze, document and report alternatives to deliver cost-effective solutions to expand safety for the traveling public as well as pedestrians. Please see Exhibit 1 of the appendix for detailed resumes.

The key project staff include:

Chris Rossmiller, PE, a Project Manager for Mead & Hunt will deliver your project efficiently, quickly and cost-effectively. He currently leads the design team for STH 57 project in the Village of Allouez and City of De Pere, and is intimately familiar with your project needs. He is already working with you and your staff and is right around the corner from the project site. This will allow Chris to respond to face-to-face meeting requests or site visits quickly.

Debbie Weaver, PE, a Senior Traffic Engineer for Mead & Hunt, routinely considers pedestrian safety and ADA acceptable accessibility in all projects she delivers. She brings expertise in providing signal design, including past experience designing HAWK crossings nationwide, and recommendations on pedestrian safety projects to our team.

Doug Hobyman, EIT, an engineer, will assist in preparing preliminary and final plans in accordance to WisDOT standards. Doug will also provide a dual role in providing construction oversight on this project. Doug is currently the design engineer for the STH 57 project in the Village of Allouez and City of De Pere. His past experience also includes assisting in construction oversight of the STH 57 reconstruction project (Monroe Street) in the city of Green Bay.

Scope of Services

Upon receipt of authorization to proceed, Mead & Hunt shall:

Preliminary Design Phase:

- Prepare layout showing location of signal equipment and sidewalk modifications for the proposed crossing location.
- Meet with WisDOT and Village staff to review proposed crossing plans.
- Provide opinion of probable cost for the project.
- Obtain two (2) soil borings at the location of the footings for the monotube supports. Includes coordinating lane closures with WisDOT and temporary traffic control to complete soil borings.
- Coordinate with the utilities within the project limits and prepare an application for electrical service to WPS for the signal controller.
- Prepare a signing and marking plan and submit to the Village and WisDOT for review.
- Prepare a traffic control plan and prepare the WisDOT permit application for submittal by the Village of Allouez to WisDOT to allow work to be completed on highway right-of-way prior to construction.

Final Design Phase:

- Prepare final plans and specifications after review by the Village of Allouez and WisDOT. The final plans will consist of:
 - Title Sheet and general Notes
 - Typical section
 - Construction Details
 - Signal plans conforming to WisDOT layout standards.
 - Signing and marking plans.
 - Traffic control plans.
 - Miscellaneous quantities
- Construction plans and specifications will be referenced to the Wisconsin Standard Specifications for Road and Bridge Construction.
- Update opinion of probable costs for the construction based on the final design.

Bidding Phase:

- Prepare bidding documents for obtaining contractor bids.
- Attend the bid opening and review the bids to determine compliance with the requirements as described within the bidding documents.
- Prepare the Contract Documents for signature and execution of the contract.

Construction Phase:

If the Village authorizes Construction Observation services, Mead & Hunt shall:

- Provide construction observation during the construction of the concrete footings, placement of the above and below ground signal equipment, and placement and restoration of the concrete sidewalk and curb ramps.
- Provide construction administration consisting of reviewing and processing pay request (assumes one payment request), change orders and project close out.

Services Not Included in this Proposal

The following services are not included as part of this proposal:

- Field survey collection for this project. This project will utilize topography, the Digital Terrain Module (DTM), and current utility locations as marked by the utility companies from WisDOT Project I.D 4085-38-00.
- Preparation of right-of-way plat or certified survey maps (CSM) for acquisition of real estate.
- Foundation design for the pole footings. It is anticipated the WisDOT standard concrete bases as shown in the WisDOT standard detail drawings will be utilized for this project.

Responsibilities of the Village of Allouez

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

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy and define decisions.
- Available information for the completion of the project, including a utility right-of-way map, existing system maps, as-built plans, engineering reports, planning documents and/or other available information for Mead & Hunt's use related to the project.
- Access to the project site.
- Obtain a permanent easement for signal equipment, if required.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse or changes.
- Payment of permit, application, advertising, and construction fees.
- Any public involvement, including property owner coordination, deemed necessary by the Village.

Schedule

Mead & Hunt proposes to begin the design process in accordance to the following proposed schedule immediately upon authorization. The following schedule is dependent upon date of authorization but is anticipated to be as follows:

Anticipated Notice to Proceed	September 23, 2016
Completion of preliminary plans and specifications	October 7, 2016
Submittal of final plans and specification	October 28, 2016
Advertise for bidding	November 7, 2016
Bid opening	December 6, 2016
Bid award	December 20, 2016

Final schedules will be dependent on timing of Village reviews and Utility concurrences. It is anticipated that the project will be constructed in 2017. This will need to be verified as the application process proceeds.

Compensation

Based on the work described under the Scope of Services, Mead & Hunt's fees are proposed as estimated costs based on actual costs of time and materials according to the attached Municipal rates Schedule.

Design phase	\$14,275.00
Soils Borings by River Valley Testing Corp.	\$4,225.00
Bidding phase	\$2,050.00
Construction phase (if authorized)	\$8,870.00

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 reviewed and modified by Mead & Hunt.

Signatures of authorized representatives of the Village of Allouez 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 will be performed in accordance with Mead & Hunt's *General Terms and Conditions of the Engineering, Architectural, or Consulting Services*, a copy of which is attached as Exhibit 2 of the appendix and hereby made part of this Agreement.

Respectfully submitted,

MEAD & HUNT, Inc.



Christopher M. Rossmiller, P.E.
Project Manager

Attachments

Village of Allouez
September 9, 2016
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Accepted by: VILLAGE OF ALLOUEZ

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

John A. Rathke, P.E., S.E.

(Print name)

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

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1. Key Staff Resumes

CHRISTOPHER M. ROSSMILLER, PE PROJECT MANAGER

Chris has more than fifteen years of experience with transportation engineering. He manages and designs rehabilitation projects, rural and urban reconstruction projects, interchange reconstruction projects, corridor preservation projects, storm water management and storm sewer systems, traffic signal layouts and roundabouts.

Chris is currently serving as the project manager and senior roadway engineer for the urban reconstruction of STH 57 which is adjacent to the proposed Broadway Pedestrian Study location. This close proximity gives Chris and his team in-depth and up-to-date familiarity with the issues the City of De Pere is facing with the proposed project location and the general public. This understanding, recent experience working with the City of De Pere and thorough knowledge of the project site will allow Chris and his team to more quickly and cost-effectively provide your requested services than other firms.

RELATED PROJECTS

Urban Reconstruction, STH 57, Village of Allouez and City of De Pere Wisconsin Department of Transportation Northeast Region Brown County, WI

Chris is serving as project manager for this 3.5-mile reconstruction project. STH 57 is classified as a Principal Arterial, functioning as an important connection between the City of Green Bay, the Village of Allouez and the City of DePere. With no bicycle accommodations, poor sight conditions and historic and archaeological sites along the corridor, the three stake-holding communities and WisDOT requested Mead & Hunt to design an alternative which will provide safety for all travelers without compromising the Arterial's integrity. The design of this project is being conducted under two stages with Stage One being the investigation and determination stage that includes a robust traffic analysis of STH 57 and the surrounding roadway network utilizing Paramics to simulate traffic conditions for proposed alternatives. This stage also included extensive public outreach, agency and utility coordination, design reports, CSS workshops and preliminary roadway designs. Stage Two, currently underway, includes the completion of the environmental document, landscaping design, evaluation of intersections along the corridor including Traffic Signal Warrant Analysis (TSWA), Intersection Control Evaluations (ICE), preliminary roundabout designs, final TPP and Final plans and PS&E.

Urban Reconstruction STH 96, Village of Wrightstown Wisconsin Department of Transportation Brown County, Wisconsin

Chris served as the senior roadway engineer for the design of the 0.75-mile reconstruction of STH 96, High Street from Turner Street to Shanty Road. The highway connects the downtown to the Village of Wrightstown schools. Plans for this project include expanding the existing two-lane urban section with bike and pedestrian accommodations. The design included new concrete pavement, storm sewer and sidewalks. Mead & Hunt's services included preparation of preliminary and final design plans, specifications, estimates, historical and archaeological surveys, hazardous waste investigation, public involvement, environmental assessments and utility coordination.



Education

- BS, Civil Engineering, Michigan Technological University – Houghton, Michigan

Registration

- NCEES Record No. 66263
- Licensed Professional Engineer – Wisconsin (License No. 37423-006), Illinois (License No. 062-060143), Minnesota (License No. 53334), Michigan (License No. 6201063851)

DEBBIE WEAVER, PE SENIOR TRAFFIC ENGINEER

Debbie has more than 30 years of experience in managing various traffic engineering projects ranging from single-lane roundabouts to complex interstate interchanges. Her experience in traffic engineering includes the design and review of traffic control, pedestrian crossings, signal design, maintenance of traffic, safety studies, traffic impact studies and railroad preemption. Debbie's extensive background in traffic analysis provides her with the expertise needed to review existing studies and provide thoughtful and economical recommendations for suggested improvements. Her three-decades-long experience includes managing a \$15 million major corridor rehabilitation project and designing the Central Traffic System which improved 11 signalized intersections within the corridor and connected 150 signals owned and operated by the City. After conducting a thorough traffic analysis, Debbie provided reports and worked with the City of Canton to obtain the funding needed to complete this project. Through Debbie's efforts and innovative ideas the corridor is now safely enjoyed by its travelers with substantially less traffic accidents and traffic backup.

As a downstream user of safety studies on dozens of design projects over the years, Debbie has seen safety studies offering solutions that are difficult to achieve due to various field constraints or worse, lack of local support. She can identify a solution with a good cost-benefit ratio for the City and also develop many potential solutions evaluating them for constructability, stakeholder support, environmental constraints, utility and right-of-way impacts and, most importantly, cost should you desire.

RELATED PROJECTS

Roadway Reconstruction, STH 57 Village of Allouez and City of De Pere

Debbie is assisting with the traffic analysis, TSWA and ICE for this 3.5-mile reconstruction project. STH 57 is classified as a Principal Arterial, functioning as an important connection between the City of Green Bay, the Village of Allouez and the City of DePere. With no bicycle accommodations, poor sight conditions and historic and archaeological sites along the corridor, the three stake-holding communities and WisDOT requested Mead & Hunt to design an alternative which will provide safety for all travelers without compromising the Arterial's integrity. The design of this project is being conducted under two stages with Stage One being the investigation and determination stage that includes a robust traffic analysis of STH 57 and the surrounding roadway network utilizing Paramics to simulate traffic conditions for proposed alternatives. This stage also included extensive public outreach, agency and utility coordination, design reports, CSS workshops and preliminary roadway designs. Stage Two, currently underway, includes the completion of the environmental document, landscaping design, evaluation of intersections along the corridor including TSWA, ICE, preliminary roundabout designs, final TPP and final plans and PS&E.

Traffic Study, US 378 (Sunset Boulevard/I-20 Interchange) Town of Lexington Lexington, South Carolina

Debbie is performing a transportation study to identify the functional classification network, determine multi-modal transportation opportunities and provide strategies to move people and goods safely and efficiently in and around Sunset Boulevard. The



Education

- BS, Civil Engineering, University of Akron, 1987

Registration/Certification

- Licensed Professional Engineer – Indiana, Ohio

DEBBIE WEAVER, PE (CONTINUED)

study will identify specific intersection recommendations and propose short term and long term improvements. The study will use 2020 as the opening day, 2030 as the ten year growth and 2040 as the twenty year growth/design year.

Signing and Pedestrian Crossing Improvements, PIC-752

Ohio Department of Transportation, District 6

Pickaway County, Ohio

Debbie was oversaw the traffic design and analysis for these project which involved signing and pedestrian crossing improvements in Pickaway County for ODOT District 6. Mead & Hunt was selected to provide improvements to the signing and pedestrian crossings at Teays Valley High School. These improvements included a Rectangular Rapid Flashing Beacon at the main school crossing. This type of sign is activated by a pedestrian push button which starts the flashers for a determined interval. This adds emphasis to the sign so that motorist will be more aware of potential pedestrians crossing. This was a two-part project with this portion being added to an existing resurfacing plan.

Widening of State Route 4 Bypass Corridor (BUT-SR4B-1.04, 1.90, 3.50 and 4.24), Butler County Transportation Improvement District and ODOT

Butler County, Ohio

Debbie was instrumental in the determination that a superstreet would accommodate the traffic demands of the area. This was a stimulus project for a 3.65 mile stretch of a limited access highway, which required the analysis and design to be completed in a one year time period. She designed the signing, pavement markings and the signal system for the entire corridor. The project included reconstruction of SR 4B in Butler County from two lanes to up to six lanes with three major intersections converted to superstreets. These were the first superstreets in the State and special emphasis was given to the design of the signing and signals in order to direct traffic into the proper lanes and to minimize delay at each intersection. This project was completed while Debbie was employed with another firm. ■

DOUGLAS HOBYAN **PROJECT ENGINEER**

Doug is responsible for modeling and developing the preliminary and final roadway plans and details for projects ranging from interchanges and freeways to roadways and roundabouts for many Wisconsin projects. He is also responsible for the preparation of various design reports for transportation projects as well as the preparation of construction plans, specifications, quantities and construction cost estimates. Doug also provides construction oversight and assistance for WisDOT projects throughout the state.

RELATED PROJECTS

Urban Reconstruction, STH 57, Village of Allouez and City of De Pere Wisconsin Department of Transportation Northeast Region Brown County, Wisconsin

Douglas served as project engineer for this 3.5-mile reconstruction project. STH 57 is classified as a Principal Arterial, functioning as an important connection between the City of Green Bay, the Village of Allouez and the City of De Pere. With no bicycle accommodations, poor sight conditions and historic and archaeological sites along the corridor, the three stake-holding communities and WisDOT requested Mead & Hunt to design an alternative which will provide safety for all travelers without compromising the Arterial's integrity. The design of this project is being conducted under two stages with Stage One being the investigation and determination stage that includes a robust traffic analysis of STH 57 and the surrounding roadway network utilizing Paramics to simulate traffic conditions for proposed alternatives. This stage also included extensive public outreach, agency and utility coordination, design reports, CSS workshops and preliminary roadway designs. Stage Two, currently underway, includes the completion of the environmental document, landscaping design, evaluation of intersections along the corridor including Traffic Signal Warrant Analysis (TSWA), Intersection Control Evaluations (ICE), preliminary roundabout designs, final TPP and Final plans and PS&E. Douglas' responsibilities as project engineer included preparation of roadway plans and geometric layout design.

Urban Construction, STH 57, Monroe Avenue, Project ID 1481-07-71 City of Green Bay and WisDOT Northeast Region Green Bay, Wisconsin (National Award Winner in Urban Concrete Pavement)

Douglas assisted with construction oversight for this high complexity construction project. The project involved a complete urban reconstruct with concrete paving of STH 57, Monroe Avenue, between Cass Street and Main Street in the City of Green Bay. The project involved grading, base, concrete pavement, concrete base, asphalt pavement, storm sewer, curb and gutter, sidewalk, concrete driveway, signs, traffic signals and pavement markings. Mead & Hunt duties included project management, inspection, daily diaries, estimates, construction staking, material sampling, concrete testing, and final quantities. Due to its urban location, the project also involved a considerable Public Relations effort.



Education

- BS, Civil Engineering, Michigan Technological University

Exhibit 2. General Terms and Conditions

Mead & Hunt, Inc.
General Terms and Conditions ("General Terms") for Engineering,
Architectural, or Consulting Services
Wisconsin

1. Receipt of the attached signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.
7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt, Inc. being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent that any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client.
8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the Ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of Ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by

Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.

12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.
19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
21. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.
22. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
23. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.
24. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2016

Standard Billing Rates

Clerical	\$64.00 / hour
Registered Land Surveyor	\$121.00 / hour
Interior Designer, Technical Editor, Biologist	\$97.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$79.00 / hour
Technician II, Surveyor - Instrument Person	\$97.00 / hour
Technician III	\$110.00 / hour
Technician IV	\$125.00 / hour
Senior Technician	\$135.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$106.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$123.00 / hour
Engineer III	\$133.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Economist	\$139.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$147.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner	\$159.00 / hour
Senior Associate, Principal	\$175.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
<i>Such as reproductions, sub-consultants / contractors, etc.</i>	

Travel Expense

Company or Personal Car Mileage	\$0.70 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2016 and will remain in effect until December 31, 2016, subject to the terms and conditions in the Agreement.

