

**CITY OF MILTON, WISCONSIN  
TEA AGREEMENT ASSISTANCE  
ENGINEERING SERVICES  
WORK ORDER**

**Engineer's Project No. 211879.00**

**Project Description:**

The Project consists of the administration of the Transportation Economic Assistance (TEA) Agreement – Rail between the City of Milton (Owner) and the Wisconsin Department of Transportation (WisDOT) for Project ID 3620-00-52 for the CQC Development. The Project is publicly bid by the City and consists of the rail extension, sanitary sewer and water main relocations, and storm water drainage relocations. Baxter & Woodman (Engineer) will perform construction administration and observation of the sanitary sewer and water main relocations, the storm water relocations, and the remainder of the public street construction of Putman Parkway east of CTH M. TerraTec Engineering, LLC and WisDOT will perform all construction observation related to the rail extension.

**Engineering Services:**

The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated January 1, 2016. Engineer shall provide the services set forth in Attachment A, attached hereto. Manpower Requirements and Fee Summary are listed in Attachment B.

**Compensation:**

Compensation for the services will be in accordance with the Engineering Services Agreement dated January 1, 2016. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates included in Attachment B for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which is estimated at **\$78,000.00**.

Submitted by: **Baxter & Woodman, Inc.**

By: \_\_\_\_\_

Gary A. Vogel, PE

Title: Associate Vice President

Date: October 18, 2021

Approved: **City of Milton, Wisconsin**

By: \_\_\_\_\_

Al Hulick

Title: City Administrator

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Jenny Salvo, Clerk

**Additional Comments and Conditions:** Excel Engineering and TerraTec Engineering, LLC designed the plans for the public infrastructure and the Project is being let by the City of Milton for construction. This Work Order is subject to approval of the Railroads & Harbors Section of WisDOT.

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## **SCOPE OF SERVICES**

1. PROJECT INITIATION - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
2. CONSTRUCTION ADMINISTRATION
  - A. Confer with the City's staff, Rails and Harbors Section of WisDOT (RHS), and Project team to ensure the goals of the Project are achieved and to clarify the general scope, extent, and character of the Project.
  - B. Prepare progress reports, invoices for reimbursements, requests for change orders, variances or amendments affecting the scope of work or funding.
  - C. Retain all Project documents and have available for RHS to view during normal business hours.
  - D. Act as the City's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
  - E. Attend periodic construction progress meetings.
  - F. Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
  - G. Prepare construction contract change orders when authorized by the City.

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- H. Review the Contractor's requests for payments as construction work progresses, and advise the City of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

**3. FIELD OBSERVATION – PART-TIME**

- A. Engineer will provide a Resident Project Representative at the construction site on a part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 420 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the

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responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

- D. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the City of the construction progress and working days charged against the Contractor's time for completion.
- E. Necessary base lines, benchmarks, and reference points will be provided by others.

**4. SUBSTANTIAL COMPLETION OF PROJECT**

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.

**5. COMPLETION OF PROJECT**

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the City.
- C. Assist with the preparation of construction record drawings showing field measured dimensions of the completed work the Engineers consider significant and provide the City with one set of reproducible record drawings within ninety (90) days of the Project completion.

Attachment A

City of Milton						
Plan Number: 211879.00						
Plan Name: MILTC - TEA Agreement Assistance						
Task		Employee	Planned Hrs	Planned Labor Bill	Reimb Allowance	Total Compensation
<b>Overall Project Total</b>			<b>596.00</b>	<b>75,360.00</b>	<b>2,640.00</b>	<b>78,000.00</b>
CM105 Project Managment			116.00	21,220.00	440.00	21,660.00
CM110 Construction Observation			480.00	54,140.00	2,200.00	56,340.00