## SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES AGREEMENT NUMBER \_\_\_\_\_

THIS AGREEMENT is made as of this 25<sup>th</sup> day of September, 2024, between THE CITY OF SHEBOYGAN ("OWNER") a municipal corporation, with principal offices at The City of Sheboygan Department of Public Works, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as Sheboygan Movable Pedestrian Bridge ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

#### SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

## SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

#### SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

#### SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of

Direct Labor Costs times a factor of 2.85 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$1,491,821.11, and ENGINEER'S technology charges, if any, estimated to be \$0.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

#### SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

#### SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

THE CITY OF	SHEBOYGAN
"OWNER"	
BY:	
3143 CD	
NAME:	
TITL F	
TITLE:	
ADDRESS:	
ADDRESS.	
HDR ENGINE	ERING, INC.
"ENGINEER"	
	Out Wiegert
BY:	MA Wage
NAME:	Christine A. Wiegert
	C V' D '1
TITLE:	Sr. Vice President
ADDREGG	4 604 77 1
ADDRESS:	1601 Utica Ave S, #600
	St. Louis Park, MN 55416

# EXHIBIT A SCOPE OF SERVICES



## SCOPE OF WORK City of Sheboygan Movable Pedestrian Bridge

#### **PROJECT OVERVIEW**

The City of Sheboygan (CITY) proposes to construct a movable bicycle and pedestrian bridge over the Sheboygan River in the vicinity of Virginia Avenue to the west, and the South Pier promenade to the east.

This project will be broken into four phases as listed below:

- Phase 1A Site and Concept Evaluation
- Phase 1B Preliminary Design and NEPA
- Phase 2 Final Design and PS&E
- Phase 3 Advertising and Construction Contract Award

Under this contract, the consultant will recommend and facilitate selection of the bridge alignment and type, according to a study of the site and the CITY's priorities; and prepare design contract plans, estimates and specifications for construction of the project. While determinations for the span type and alignment have not yet been completed, its characteristics will influence the required design effort. For this reason, a single-leaf rolling bascule concept has been adopted for the purposes of scope and fee development. This concept includes minimal elevation requirement, bascule support at east shoreline, hydraulic-cylinder drive, overhead counterweights, a single in-water pier supporting the bascule toe and the adjacent approach span.

The CITY is Contracting HDR Engineering (CONSULTANT) to complete the field surveys; a site visit; geotechnical investigations; hydraulic study; recommended selection support for path alignment and bridge type; preliminary agency coordination, and utility coordination, preliminary and final design; submission of plans, specifications, estimates, and construction bidding documents. Contractor pregualification and construction services are considered additional services to this contract.

#### A. CONTRACTING AND PROJECT MANAGEMENT

Project Management will include work necessary for the effective communication and coordination of the project for completion of project tasks on time and within budget.

- 1. Project Management and Administration
- 2. Monthly Billing, Invoice, and Progress Reports
- 3. Work Plan Schedule
- 4. CITY Kickoff/Progress Meetings 3 meetings (1 Kickoff and 2 Progress)
- 5. Quality Management Plan and Reviews The Consultant's Project Manager and Quality Assurance Manager will develop a Quality Management Plan (QMP) to be submitted to the City for review and approval. The Consultant's Project Manager will be responsible for reviewing deliverables, prior to submittal, to confirm compliance with the project specific QMP. The Quality Assurance Manager will be responsible for verifying the procedures identified in the QMP are being implemented prior to deliverable submittals.

#### ITEMS PROVIDED BY THE CITY

The CITY will provide the following items to the consultant:

- 1. Previous plans and "as-built" plans applicable to the site (as available) including 8<sup>th</sup> Street Bridge, Seawalls, Boardwalk, Promenade, Utilities, City Sewer/Drainage Details, Roadways, and Facilities.
- 2. Existing traffic/bicycle/pedestrian counts and analysis, as available
- 3. LIDAR Data

hdrinc.com

4807 Innovate Lane, Suites 130, Madison, WI 53718-9400 (608) 888-5900



- 4. Historical Data
- 5. Coordination with other waterfront design initiatives
- 6. Existing right-of-way plats (as available)
- 7. CAD/survey files with contours (as available including utility files)
- 8. Assistance with securing location(s) for public engagement events and providing a mailing list and sending out invitations to the Open House.
- 9. River cleanup documentation (~2012)
- 10. Other consultant proposals from the interview
- 11. Copy of RAISE Grant application and agreement
- 12. Copy of Master plan for development (Smith group of Madison)
- 13. Aesthetic lighting with Vanderwall in downtown area.
- 14. Payment for any associated permits for the project
- 15. Real estate acquisition and conveyance documents

#### **DESIGN CRITERIA**

Project plans will follow design criteria from the manuals listed below (listed in order of precedence):

- WisDOT Bridge Design Manual
- WisDOT Facilities Design Manual
- WisDOT Standard Specifications
- AASHTO LRFD Bridge Design Specifications
- o AASHTO LRFD Movable Highway Bridge Design Specifications
- AASHTO LRFD Bridge Construction Specifications
- AASHTO LRFD Pedestrian Bridge Guide Specification
- o Americans with Disabilities Act
- o PTI Guide Spec for Cable Supported Bridges
- o CPTED Urban Design
- Complete Streets

#### **SCHEDULE**

The following schedule assumes a NTP date of 11/1/24. RAISE Grant funds must be obligated (Final Plans and bid documents completed) by 2028:

- Phase 1A
  - Field Survey and Bathymetric Survey March 2025
  - Geotechnical Borings and Geotechnical Report April 2025
  - Structure Type & Location Technical Memo June 2025
- Phase 1B
  - 30% Roadway and Structure Plans September 2025
  - Environmental Document Submittal December 2025
- Phase 2
  - 60% Plans (Site Plans Only) January 2026
  - Real Estate Acquisition and Utility Relocations February 2026 December 2026
  - Pre PS&E (90% site plans and Final Structure Plans) August 2026
  - o PS&E October 2026
- Phase 3
  - Letting December 2026
  - Construction beginning in 2027

#### PHASE 1A – SITE/CONCEPT EVALUATION



This phase includes the compiling of existing site information including conducting geotechnical borings as well as field and bathymetric survey. It also includes a bridge type and location study analysis and recommendation.

#### A. SURVEY, GEOTECHNICAL, UTILITIES AND SITE VISITS

This section (summarily listed below) includes a site visit for consultant staff to the tender house at the 8<sup>th</sup> Street Bridge. It also includes field survey and bathymetric survey - both services have been subcontracted to KL Engineering. Geotechnical borings will be conducted in this phase. Depending on the recommended bridge type, it may be necessary to conduct borings within the river. It was discussed that the river is approximately 18' deep at this location; the ECS Midwest barge allows for geotechnical borings up to a maximum river depth of 20'. Inquiries will be made of available information from local mariners and navigation officials (i.e., US Army Corps of Engineers as well as US Coast Guard) to inform the type and location study. This phase also includes a preliminary meeting with the WDNR and the US Coast Guard to determine if bridge pier(s) will be allowed in the river. FEMA's mapped 100-year floodplain encompasses property and buildings operated by private business entities adjacent to the project. It has been assumed that there will not be a no rise restriction for the project for the purposes of placing a pier in the river.

- 1. Site Visit to 8th Street tender house
- 2. Survey and Base mapping and Utilities Coordination subcontracted to KL Engineering
- 3. Geotechnical Borings *subcontracted to GESTRA* Geotechnical Evaluation; Report *subcontracted to GESTRA*

#### B. BRIDGE TYPE AND LOCATION ANALYSIS AND RECOMMENDATION

This section includes a Bridge Type and Location Analysis as described below. Detailed Engineering, Preliminary Cost estimates, and plan sheets will be developed in later phases. Evaluation of overall cost will be done through the Type Selection Matrix with a comparative scoring between options.

- 1. Hold virtual meetings with the WDNR and the US Coast Guard to determine if piers will be allowed in the river assisted by Singh and Associates
  - a. If the WDNR and the US Coast Guard allow piers in the river, perform a preliminary hydraulic analysis of the proposed river piers to determine allowable pier configurations.
- 2. Develop a Public Involvement Plan. This plan will be used to identify the means and methods for involving stakeholders for all phases of the project including identifying those stakeholders that should be involved with the Advisory Panel (AP) that will be part of Phase 1B.
- 3. Bridge Type and Location Selection Process
  - a. The following variables will be investigated during the Type Selection process:
    - i.One Horizontal alignment will be evaluated:
      - a. Virginia Avenue to South Pier Boardwalk
    - ii.Two Vertical profiles will be evaluated. Vertical profiles will provide clearance below the low chord of the structure. Profiles will be adjusted for assumed structure depth.
      - a. Low Profile: Minimum vertical clearance over the navigation channel



- b. Intermediate Profile: Potential elevated navigation clearance to be established for reducing span operations, based on vessel heights frequenting the crossing.
- iii.Structure Type and vertical configuration will be refined based on CITY feedback
- b. The Type/Location Selection Matrix will be developed to evaluate the span type and alignment. The scoring criteria will be modified through coordination with the CITY to represent the project priorities.
- c. The completed Structure Type & Location Technical Memo will document the decision-making process used to determine a preferred Horizontal and Vertical profile, and Structure Type.
- d. Working Meeting One Working Meeting will be held to present engineering and architectural topics. The meeting will be up to four hours long. A presentation will be given to CITY Representatives. An agenda and intended selection points will be established in advance of the meeting.
  - i. Consultant will present initial alignment and the two different profile options. Possible structure types will be presented. A preferred alternative will be identified.
- 4. Develop Bridge Design Criteria
  - a. The Design Criteria document will be initiated shortly after Notice to Proceed, continuing through Phase 1A.
  - b. Intended as a summary of the selected design parameters, for communication/coordination with the City, and for consistent delivery according to the terms to be established.
  - c. List of governing codes and specifications, with establishment of precedence in the event of discrepancy between documents.
    - i. Specific deviations from these governing requirements may be recommended on a case-by-case basis by the Consultant as a value proposition, subject to the review and approval of the City.
  - d. Summary of design loads, load factors, and load combinations for all applicable limit states including strength, stability, service, and operation.
  - e. Description of movable bridge standards for operation, related components, and their features and installation, to be established based on Consultant recommendations, subject to the City's approval.

#### PHASE 1B - PRELIMINARY DESIGN AND NEPA

This phase includes the preliminary design (30% Plans) for the site as well as the NEPA environmental document including public engagement and preliminary agency coordination. The preliminary design for the selected Bridge Architectural Concept will continue focused on informing the preliminary plans and preliminary cost estimate.

#### A. PRELIMINARY DESIGN AND ENGINEERING

- 1. Hydrology and hydraulic analysis
  - a. Complete hydrology and hydraulic analysis for the proposed bridge. This will be submitted at the 30%/Preliminary Plans stage. It is anticipated that a pier placed in the water would need to be offset to show a net 0.00' elevation rise. Much of the project area



includes 100-year FEMA floodplain. A CLOMR and LOMR are not included in this contract.

- 2. CAD Settings Establishment; Setup of Typical Drawing files and Project Sheet Borders
  - a. To be executed at outset for all design submittal stages
- 3. Preliminary plans (30%)
  - a. General (3 drawing sheets Title; Notes; Overview)
  - b. Site and Path Plans (4 drawing sheets Typ. Section; Site Plan; Profile; Cross Sections subcontracted to KL Engineering)
  - c. General Bridge Structure (5 drawing sheets GP&E; Abutments; Int. Piers; Approach Spans)
  - d. Movable Bridge Structure (4 drawing sheets Mechanized Piers; Span P&E; Sections)
  - e. Movable Bridge Mechanical (2 drawing sheets Machinery)
  - f. Movable Bridge Electrical (3 drawing sheets P&E; One-Line Diagram; Ops Sequence)

#### Assumptions:

- Drop drains on the structure outside the limits of the navigation channel, will be acceptable. Bridge drainage is not included.
- 4. Complete Structure Survey Report Subcontracted to KL Engineering
- 5. Preliminary Construction Cost Estimate
  - The Preliminary Cost Estimate will use historical unit costs and quantities based on preliminary engineering.
- Final Structure Type & Location Technical Memo from Phase 1A
- 7. 30% Preliminary Design Review Meeting

#### **B. PUBLIC ENGAGEMENT**

This section includes public engagement activities that the consultant will complete in coordination with the City. The City will support and assist with the tasks listed below.

- 1. Public Engagement Meeting / Open House
  - Prepare Meeting Invite for the City to send out. The City will compile a mailing list and send out all invitations to stakeholders
  - b. Prepare and help lead Power Point Presentation
  - c. Prepare Exhibits
  - d. Prepare Meeting Minutes
  - e. Focus Groups Meet with up to three focus groups (local businesses, charter fishing, peds/bikes) prior to or during the open house meeting to obtain feedback. The City will assist in providing contact information for these groups.
- Project Website Not included with this contract; this would be EXTRA Services.
- C. NEPA subcontracted to Singh and Associates
  - 1. Environmental Document A Type ER Environmental Document is anticipated.
  - 2. Section 106 Investigation
    - a. SHPO



- b. Native American Tribal Liaisons Outreach
- 3. HazMat Technical Memo
- 4. Section 4(f)
- D. INITIAL AGENCY COORDINATION subcontracted to Singh and Associates
  - 1. WDNR Section 401 and 402 Certifications
    - i. Initial Comments
    - ii. Final Water Quality Certification
    - iii. WPDES Stormwater Permit (if applicable)
  - 2. US Coast Guard
  - 3. Local Floodplain Zoning Authority
  - 4. BOA/FAA
  - 5. USACE early coordination is anticipated due to floodplain proximity
- E. INITIAL UTILITY COORDINATION subcontracted to KL Engineering
  - Preliminary meeting to identify which utilities are within the project footprint, verify facility locations
    vs survey data, obtain utility primary points of contact, and to look at potential conflicts. Discuss
    project schedule and timeline for any utility relocations prior to project construction.
- F. FUNDING RESEARCH This is not included with the project and would be EXTRA SERVICES

#### PHASE 2 - FINAL DESIGN AND PS&E

This phase includes 60% and 90% and final design (plans, specifications, and estimates). Site plans will be submitted at the 60% level; however, structure plans will only be submitted at the 90% stage. It also includes continued utility coordination and final agency coordination and permitting.

#### A. FINAL DESIGN AND ENGINEERING

- 1. 60% and 90% plan submittals.
  - a. Title Sheet
  - b. General Notes to Contractor
  - c. Project Overview
  - d. Typical Section (path approaches if necessary) subcontracted to KL Engineering
  - e. Conceptual Construction Sequence (information only)
  - f. Erosion Control subcontracted to KL Engineering
  - g. Lighting subcontracted to KL Engineering
  - h. Traffic Control Overview/Pedestrian Detour (pedestrians and vehicles)
  - i. Miscellaneous Quantities (90% only)- subcontracted to KL Engineering
  - j. Site Plan (approaches / sidewalk, etc) subcontracted to KL Engineering
    - i. Bridge Approaches Ped/Bike Accommodations
  - k. Real Estate Exhibits *subcontracted to KL Engineering* 
    - Provide exhibits for real estate acquisition (fee or easement) for up to four parcels.
    - ii. Produce metes and bounds descriptions and exhibits.
    - iii. The City will perform the actual acquisition with conveyance documents
  - I. Structure Plans --- (90% only)

hdrinc.com 4807 Innovate



- i. Foundation
- ii. Substructures
- iii. Superstructure
  - 1. Approach Span
  - 2. Movable Span
- iv. Mechanical
- v. Electrical
- m. Cross Sections (path approaches if necessary) subcontracted to KL Engineering
- 2. Engineer Style Construction Cost and Schedule Estimates (Costs based on historical values)
  - a. Note this is not a "bottom-up" contractor's estimate performed by (current or former) contractors. This service may be obtained and coordinated through subcontracting agreement, at the City's request.
- 3. City Standard Bidding Documents with revisions to meet FHWA requirements (90% only)
- 4. Special Provisions (90% only)
- 5. Design Review Meetings

#### Assumptions

- 1. Analysis work to remove NSTM classifications from all structural members is not included.
- 2. Wind Studies, Pedestrian vibration analysis, design of dampers, and fabrication of dampers is not included in this contract and would be extra services.
- B. Final UTILITY COORDINATION (subcontracted to KL Engineering)
  - 1. Utility Meeting, conflict identification, and review of utility work plans
- C. FINAL AGENCY COORDINATION AND PERMITTING assisted by Singh and Associates
  - 1. WDNR Final Concurrence and Section 401 and 402 Permits; WPDES Stormwater Permit (if applicable)
  - USACE Section 10 and Section 404 (if applicable)
  - 3. US Coast Guard Section 9
  - 4. USFWS IPaC Site correspondence and additional coordination for final concurrence
- D. FINAL PS&E (100%) SUBMITTAL
  - 1. City of Sheboygan PS&E Documents
  - 2. Note: While HDR will specify criteria for operating equipment, final component selection and system integration will be executed by the contractor. For this reason, Operation and Maintenance Manual is to be developed during equipment procurement, installation, and functional checkout by the contractor, not by HDR. The Specifications will include explicit requirement and content criteria for the Contractor's production of the customized movable bridge Operation and Maintenance (O&M) Manual, to be submitted to the City for review and approval.

#### PHASE 3 – ADVERTISING AND CONSTRUCTION CONTRACT AWARD

This phase initiates with bid solicitation support and carries through Construction, to include:

A. BIDDING PROCESS AND CONTRACT AWARD

hdrinc.com



- 1. Project Specific BPR
- 2. Pre-Bid Meeting
- 3. Pre-Construction Meeting

#### B. Contractor Prequalification

- A prequalification process is recommended, to ensure that any proposing contractor possesses the appropriate organizational and individual personnel experience and capabilities to construct a movable bridge in accordance with contract documents.
- Request for Qualifications A Request for Qualifications document will be developed with minimum qualification criteria, solicitation of Statements of Qualifications (SOQ's) including explicit requirements thereof, and scoring parameters. The schedule of the Prequalification process, and approximate overview schedule of the project, will also be included.
- 3. Submitted SOQ's will be evaluated qualitatively and in accordance with the scoring system, and prequalification results will be publicized to all applicants.

CONSTRUCTION SUPPORT – This is not included with project.

#### **EXTRA SERVICES – Not Included with this contract:**

- A. Project Website
- B. Funding Research

# EXHIBIT B TERMS AND CONDITIONS

## HDR Engineering, Inc. Terms and Conditions for Professional Services

#### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services

#### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

#### 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

#### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

#### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

#### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

#### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

#### 8. RE-USE OF DOCUMENTS

1

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

(5/2023)

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE **FULLEST EXTENT PERMITTED BY LAW, THE TOTAL** AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR **EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES)** ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' **EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES** OF THIS ALLOCATION OF RISK.

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### 21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

#### 22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

#### 23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

#### 24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e);§471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer);§481.319(6) (landscape architect); and §492.111(4) (geologist).

#### **EXHIBIT C**

<u>FEE</u>

#### 9/25/2024

# HDR ENGINEERING, INC Consultant Contract Total Fee Computation ID TID-17

	ID TID-17
Number of Staff Hours	6,282
Total Labor (includes Overhead and Fixed Fee)	\$1,084,755.62
Direct Expenses	\$11,026.80
Subtotal (HDR)	\$1,095,782.42
KL Engineering	\$264,400.00
GESTRA	\$63,638.69
Singh and Associates	\$68,000.00
Subcontract Subtotal	\$396,038.69
TOTAL COST	\$1,491,821.11

## HDR ENGINEERING, INC ID TID-17

#### Sheboygan Pedestrian Bridge City of Sheboygan Sheboygan County

#### Project ID Sheboygan Pedestrian Bridge

HDR Engineering, Inc.

Employee Name	Classification	Current Bill Rate 2024	% Work Current 2024 Rate	Bill Rate 2025	% Work 2025 Rates	Bill Rate 2026	% Work 2026 Rates	Bill Rate 2027	% Work 2027 Rates	Weighted Average Hourly Bill Rate
Average-Selected Individuals	PROJECT MANAGER	\$202.06	5.00%	\$212.16	45.00%	\$222.77	45.00%	\$233.91	5.00%	\$217.52
Average-Selected Individuals	SR PROJECT ENGINEER	\$176.30	5.00%	\$185.12	50.00%	\$194.37	45.00%	\$204.09	0.00%	\$188.84
Average-Selected Individuals	PROJECT ENGINEER	\$157.43	5.00%	\$165.31	55.00%	\$173.57	40.00%	\$182.25	0.00%	\$168.22
Average-Selected Individuals	DESIGN ENGINEER / TECHNICIAN	\$92.63	5.00%	\$97.26	50.00%	\$102.12	45.00%	\$107.23	0.00%	\$99.21
Average-Selected Individuals	SR. MOVABLE BRIDGE ENGINEER	\$290.07	5.00%	\$304.58	48.00%	\$319.81	45.00%	\$335.80	2.00%	\$311.33
Average-Selected Individuals	SR STRUCTURAL ENGINEER	\$187.72	5.00%	\$197.10	48.00%	\$206.96	45.00%	\$217.31	2.00%	\$201.47
Average-Selected Individuals	STRUCTURAL ENGINEER	\$165.88	5.00%	\$174.17	50.00%	\$182.88	45.00%	\$192.02	0.00%	\$177.68
Average-Selected Individuals	STRUCTURAL DESIGNER	\$139.37	5.00%	\$146.33	50.00%	\$153.65	45.00%	\$161.33	0.00%	\$149.28
Average-Selected Individuals	SR ELECTRICAL ENGINEER	\$238.16	0.00%	\$250.07	48.00%	\$262.57	50.00%	\$275.70	2.00%	\$256.83
Average-Selected Individuals	ELECTRICAL ENGINEER	\$188.78	0.00%	\$198.22	50.00%	\$208.13	50.00%	\$218.54	0.00%	\$203.18
Average-Selected Individuals	ELECTRICAL DESIGNER	\$113.09	0.00%	\$118.74	50.00%	\$124.68	50.00%	\$130.91	0.00%	\$121.71
Average-Selected Individuals	SR MECHANICAL ENGINEER	\$283.12	0.00%	\$297.27	48.00%	\$312.14	50.00%	\$327.74	2.00%	\$305.31
Average-Selected Individuals	MECHANICAL ENGINEER	\$160.31	0.00%	\$168.33	50.00%	\$176.74	50.00%	\$185.58	0.00%	\$172.54
Average-Selected Individuals	MECHANICAL DESIGNER	\$150.02	0.00%	\$157.53	50.00%	\$165.40	50.00%	\$173.67	0.00%	\$161.46
Average-Selected Individuals	STRATEGIC COMMUNICATIONS SPECIALIST	\$110.53	5.00%	\$116.05	80.00%	\$121.86	15.00%	\$127.95	0.00%	\$116.65
Average-Selected Individuals	FUNDING SPECIALIST	\$213.54	5.00%	\$224.21	75.00%	\$235.42	20.00%	\$247.19	0.00%	\$225.92
Average-Selected Individuals	SR. BRIDGE ARCHITECT	\$320.00	5.00%	\$336.00	85.00%	\$352.80	10.00%	\$370.44	0.00%	\$336.88
Average-Selected Individuals	BRIDGE ARCHITECT	\$142.73	5.00%	\$149.87	85.00%	\$157.36	10.00%	\$165.23	0.00%	\$150.26
Average-Selected Individuals	DRAINAGE ENGINEER	\$146.97	5.00%	\$154.32	95.00%	\$162.04	0.00%	\$170.14	0.00%	\$153.95
Average-Selected Individuals	SR CAD TECHNICIAN	\$196.24	5.00%	\$206.05	50.00%	\$216.35	45.00%	\$227.17	0.00%	\$210.19
Average-Selected Individuals	CAD TECHNICIAN	\$108.06	5.00%	\$113.46	50.00%	\$119.14	45.00%	\$125.09	0.00%	\$115.75
Average-Selected Individuals	CLERICAL	\$83.36	5.00%	\$87.53	48.00%	\$91.91	45.00%	\$96.50	2.00%	\$89.47

Yearly % of Pay Increase:	5.00%	
Contract Completion Date:	6/1/2027	

Classification	PROJEC	T MANAGER	SR PROJECT ENGINEER	PROJEC	T ENGINEER	DESIGN ENGIN TECHNICIA		VABLE BRIDGE ENGINEER	SR STRUC		STRUCTU		STRUCTURA		SR ELECTRICAL ENGINEER	ELECTRIC ENGINE		ELECTRICAL DESIGNER		IECHANICAL NGINEER	MECHANICAL ENGINEER	MECHANICA DESIGNER		OMMUNICATIONS	FL SPE	UNDING	SR. BRIDGE	ARCHITECT BR	IDGE ARCHITEC	DRAINAGE	ENGINEER SE	CAD TECHNIC	IAN CAD	TECHNICIAN	CLERICAL		LABOR COST S OVERHEAD AND
Billing Rate	\$2	17.52	\$188.84	\$1	68.22	\$99.21		\$311.33	\$201.	.47	\$177.6	3	\$149.28		\$256.83	\$203.18	8	\$121.71	s	\$305.31	\$172.54	\$161.46		\$116.65	\$:	\$225.92	\$33	6.88	\$150.26	\$15	3.95	\$210.19	;	115.75	\$89.47		XED FEE)
Task	Hours	Dollars	Hours Dollar	rs Hours	Dollars	Hours Dol	llars Hours	Dollars	Hours	Dollars	Hours D	ollars	Hours Doll	ars Ho	urs Dollars	Hours De	ollars Ho	ours Dollars	Hours	Dollars H	ours Dollars	Hours Dolla	ars Hou	rs Dollars	Hours	Dollars	Hours	Dollars Hou	irs Dollars	Hours	Dollars H	ours Dollar	s Hours	Dollars	Hours Dolla	rs Hours	Dollars
PROJECT OVERVIEW																, , , , , , , , , , , , , , , , , , , ,																					
CONTRACTING AND PROJECT MANAGEMENT		\$14,465.08		4.42 0	\$0.00	0.5	\$49.61 0.5	\$155.67	0.5	\$100.74	0	\$0.00	0	\$0.00 0	5 \$128.42	0	\$0.00	0 \$0.0	.00 0.5	\$152.66	0 \$0.0	0 0	\$0.00 0	\$0	.00 0	\$0.00	0.5	\$168.44 0	SI	0.00 0.5	\$76.98	1 \$10	5.10 0	\$0.00	40 \$3,57		\$19,075.89
OVERVIEW SUBTOTALS	66.5	\$14,465.08	0.5 \$94.4	2 0	\$0.00	0.5 \$49	9.61 0.5	\$155.67	0.5	\$100.74	0 :	0.00	0 \$0.	0 0	5 \$128.42	0 \$	0.00	0 \$0.00	0.5	\$152.66	0 \$0.00	0 \$0.0	00 0	\$0.00	0	\$0.00	0.5	\$168.44 0	\$0.00	0.5	\$76.98	0.5 \$105.1	0 0	\$0.00	40 \$3,578	.80 111	\$19,075.89
PHASE 1A - SITE INVESTIGATION																																					
SURVEY, GEOTECHNICAL, AND SITE VISITS BRIDGE TYPE AND LOCATION ANALYSIS AND RECOMMENDATION	17	\$3,697.84	3 \$56	6.52 2	\$336.44	4 \$	396.84 0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0 \$0.0	00 0	\$0.00	0 \$0.0	0 0	\$0.00 0	\$0.	.00 0	\$0.00	0	\$0.00 0	Şi	0.00	\$0.00	0 \$	0.00	\$0.00	0 '	50.00 <b>26</b>	\$4,997.64 \$91,882.89
			0 S	0.00 28	\$4,710.16	20 \$1,	984.20 112	334,000.50		\$12,894.08	0	\$0.00	0	\$0.00	\$2,054.64	0	\$0.00	0 \$0.0	.00 8	\$2,442.48	0 \$0.0	0 0	\$0.00 15	\$1,749.	.75 0	\$0.00	40	\$13,475.20 0	SI	0.00 50	\$7,697.50	0 5	0.00	\$0.00	0 '		
PHASE 1A SUBTOTALS	63	\$13,703.76	3 \$566.5	30	\$5,046.60	24 \$2,3	81.04 112	\$34,868.96	64 \$1	12,894.08	0 ;	80.00	0 \$0.	10 8	\$2,054.64	0 \$	0.00	0 \$0.00	8	\$2,442.48	0 \$0.00	0 \$0.0	00 15	\$1,749.75	0	\$0.00	40	\$13,475.20 0	\$0.00	50	\$7,697.50	0 \$0.00	0	\$0.00	0 \$0.0	9 417	\$96,880.53
PHASE 1B - PRELIMINARY DESIGN AND NEPA																																					
PRELIMINARY DESIGN AND ENGINEERING	41	\$8,918.32			\$504.66	6 \$	595.26 28	\$8,717.24	28	\$5,641.16	30	\$5,330.40	52 \$7,	762.56	\$2,054.64	32 \$	6,501.76	18 \$2,190.7	78 6	\$1,831.86	20 \$3,450.8	0 20 \$3,2	229.20 0	\$0.	.00 0	\$0.00	50	\$16,844.00 10	0 \$15,026	5.00 200	\$30,790.00			\$7,408.00	0 '	50.00 748	\$135,325.72
PUBLIC ENGAGEMENT	12	\$2,610.24		0.00	\$0.00	0	\$0.00 0	\$0.00	0	\$0.00	0	\$0.00		\$0.00	\$0.00	0	\$0.00	0 \$0.0	.00 0	\$0.00		0 0	\$0.00	\$12,831.	.50 0	\$0.00	0	\$0.00 0	\$1	0.00	\$0.00	0 \$	0.00	\$0.00	0 ,	\$0.00	\$15,441.74
NEPA	7	\$1,522.64		0.00 0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00		\$0.00	\$0.00	0	\$0.00	0 \$0.0	.00	\$0.00		0 0	\$0.00	\$0.	.00 0	\$0.00	0	\$0.00	SI SI	0.00	\$0.00	0 5	0.00	\$0.00	0 '	\$0.00	\$1,522.64
INITIAL AGENCY COORDINATION INITIAL UTILITY COORDINATION	5	\$1,087.60	0 S	0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0 \$0.0	.00	\$0.00	0 \$0.0	0 0	\$0.00	\$0.	.00 0	\$0.00	0	\$0.00	SI SI	0.00	\$0.00	0 5	0.00	\$0.00	0 '	\$0.00	\$1,087.60
INITIAL UTILITY COORDINATION	7	\$1,522.64	0 \$	0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0 \$0.0	.00	\$0.00	0 \$0.0	0 0	\$0.00	\$0.	.00 0	\$0.00	0	\$0.00	SI SI	0.00	\$0.00	0 5	0.00	\$0.00	0	\$0.00 <b>7</b>	\$1,522.64
PHASE 1B SUBTOTALS	72	\$15,661.44	14 \$2,643.	76 3	\$504.66	6 \$59	5.26 28	\$8,717.24	28 \$	\$5,641.16	30 \$5	330.40	52 \$7,76	2.56	\$2,054.64	32 \$6,	501.76	18 \$2,190.78	8 6	\$1,831.86	20 \$3,450.80	20 \$3,229	9.20 110	\$12,831.50	0	\$0.00	50	\$16,844.00 10	0 \$15,026.0	0 200	30,790.00	28 \$5,885.	32 64	\$7,408.00	0 \$0.0	889	\$154,900.34
PHASE 2 - FINAL DESIGN AND PS&E																																					
FINAL DESIGN AND ENGINEERING	57	\$12,398.64	0 \$	0.00 51.5	\$8,663.33	168.5 \$16,	716.89 113	\$35,180.29	249	\$50,166.03	466 \$	82,798.88	1038 \$154,	952.64 8	9 \$22,857.87	220 \$4	14,699.60 3	360 \$43,815.6	60 79	\$24,119.49	208 \$35,888.3	2 348 \$56,1	188.08 0	\$0.	.00 0	\$0.00	40	\$13,475.20 0	\$1	0.00	\$0.00 2	50 \$52,54	7.50 781	\$90,400.75	0 '	60.00 4,518	\$744,869.11
FINAL UTILITY COORDINATION	5	\$1,087.60	0 \$	0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0 \$0.0	.00	\$0.00	0 \$0.0	0 0	\$0.00	\$0.	.00 0	\$0.00	0	\$0.00	SI	0.00	\$0.00	0 \$	0.00	\$0.00	0	\$0.00 <b>5</b>	\$1,087.60
FINAL AGENCY COORDINATION AND PERMITTING	16	\$3,480.32	0 \$	0.00	\$0.00	0	\$0.00 0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0 \$0.0	.00	\$0.00	0 \$0.0	0 0	\$0.00 0	\$0.	.00 0	\$0.00	0	\$0.00	\$1	0.00	\$0.00	0 5	0.00	\$0.00	0	\$0.00	\$3,480.32
FINAL PS&E (100%) SUBMITTAL)	53	\$11,528.56	0 \$	0.00	\$0.00	0	\$0.00 8	\$2,490.64	4	\$805.88	40	\$7,107.20	40 \$5,	971.20	\$1,027.32	24 \$	4,876.32	18 \$2,190.7	78 4	\$1,221.24	44 \$7,591.7	6 26 \$4,1	197.96 0	\$0.	.00 0	\$0.00	0	\$0.00 0	SI	0.00	\$0.00	0 5	0.00	\$0.00	0	\$0.00 <b>265</b>	\$49,008.86
PHASE 2 SUBTOTALS	131	\$28,495.12	0 \$0.00	51.5	\$8,663.33	168.5 \$16,7	16.89 121	\$37,670.93	253 \$5	50,971.91	506 \$89	,906.08	1078 \$160,9	23.84 9	3 \$23,885.19	244 \$49,	,575.92 3	378 \$46,006.38	8 83	\$25,340.73	252 \$43,480.08	374 \$60,38	6.04 0	\$0.00	0	\$0.00	40	\$13,475.20 0	\$0.00	0	\$0.00	250 \$52,547	.50 781	\$90,400.75	0 \$0.0	9 4804	\$798,445.89
PHASE 3 - ADVERTISING AND CONSTRUCTION CONTRACT AWARD																																					
BIDDING PROCESS AND CONTRACT AWARD	17	\$3,697.84	0 \$	0.00 0	\$0.00	0	\$0.00 0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$1,540.98	1	\$203.18	0 \$0.0	.00 6	\$1,831.86	1 \$172.5	4 0	\$0.00 0	\$0	.00 0	\$0.00	0	\$0.00 0	\$I	0.00	\$0.00	0 5	0.00	\$0.00	0 ,	\$0.00	\$7,446.40 \$8,006.58
CONTRACTOR PREQUALIFICATION		91,740.10	0 \$	0.00 0	\$0.00	0	\$0.00 8	\$2,490.64	2	\$402.94	0	\$0.00	0	\$0.00	\$1,540.98	0	\$0.00	0 \$0.0	.00 6	\$1,831.86	0 \$0.0	0 0	\$0.00	\$0	.00 0	\$0.00	0	\$0.00 0	\$I	0.00	\$0.00	0 5	0.00	\$0.00	0	\$0.00 <b>30</b>	
PHASE 3 SUBTOTALS	25	\$5,438.00	0 \$0.00	0	\$0.00	0 \$0	.00 8	\$2,490.64	2	\$402.94	0 ;	30.00	0 \$0.0	10 1	2 \$3,081.96	1 \$2	203.18	0 \$0.00	12	\$3,663.72	1 \$172.54	0 \$0.0	00 0	\$0.00	0	\$0.00	0	\$0.00 0	\$0.00	0	\$0.00	0 \$0.00	0	\$0.00	0 \$0.0	0 61	\$15,452.98
GRAND TOTALS	357.5	\$77,763.40	17.5 \$3,304.	70 84.5	\$14,214.59	199 \$19,7	42.79 269.5	\$83,903.44	347.5 \$7	70,010.83	536 \$95	,236.48	1130 \$168,6	36.40 12	1.5 \$31,204.85	277 \$56	,280.86 3	396 \$48,197.16	6 109.5	\$33,431.45	273 \$47,103.42	394 \$63,61	15.24 125	\$14,581.25	0	\$0.00	130.5	\$43,962.84 10	0 \$15,026.0	0 250.5	38,564.48 2	78.5 \$58,537	.92 845	\$97,808.75	40 \$3,578	.80 6,282	\$1,084,755.62
EXTRA SERVICES NOT INCLUDED																																					
PROJECT WERSITE	1	\$217.52	0 \$	0.00	\$0.00	0	\$0.00	0 \$0.00		\$0.00	0	\$0.00	0	\$0.00	0 \$0.00		\$0.00	0 500	00	0 \$0.00	0 \$0.0	0 0	\$0.00	105 \$12 248	25 n	\$0.00	0	\$0.00 0	Si	0.00	\$0.00	0 9	0 00 0	\$0.00	0	SO 00 106	\$12,465,77
FUNDING RESEARCH - EXTRA SERVICES	1 1	\$217.52	0 8	0.00 0	\$0.00	0	\$0.00 0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	0 50.0	00 0	\$0.00	0 \$0.0	0 0	\$0.00	\$0	00 19	\$4 292 48	0	\$0.00 0	9	0.00	\$0.00	n 3	0.00	\$0.00	0	sn nn 20	\$4,510.00
EXTRA SERVICES TOTAL		QZ 17.3Z		0.00	φ0.00	-	φυ.υυ υ	30.00		QU.00	-	ψ0.00		40.00	, gu.uc		φυ.00	0 1 90.0		30.00	5   90.0	· ·	φυ.ου 0	90.	15	ψ+,252.40	o o	\$0.00 0	\$1	0.00	\$0.00	0	0.00 0	\$0.00	o ·	0.00 126	\$16,975,77
EXTRA SERVICES TOTAL																											•	\$J.00 U									

Page 1

## HDR ENGINEERING, INC Fee Computation Summary by Engineering Task

#### ID TID-17 Sheboygan Pedestrian Bridge City of Sheboygan Sheboygan County

PHASE AND TASK	LABOR COST (INCLUDES OVERHEAD AND FIXED FEE)	Direct Expenses	TOTAL COST
DDOLECT OVEDVIEW			
PROJECT OVERVIEW  CONTRACTING AND PROJECT MANAGEMENT	\$19,075.89	\$5,104.00	¢24 170 90
OVERVIEW SUBTOTALS (HDR)	\$19,075.89	\$5,104.00 \$5,104.00	\$24,179.89 <b>\$24,179.89</b>
APPROXIMATE SUBTOTALS (KL)	\$13,010.03	\$0,704.00	\$20,000.00
APPROXIMATE SUBTOTALS (GESTRA)			\$2,000.00
APPROXIMATE SUBTOTALS (SINGH)			\$2,500.00
APPROXIMATE PHASE TOTALS	•		\$48,679.89
PHASE 1A - SITE INVESTIGATION			
SURVEY, GEOTECHNICAL, AND SITE VISITS	\$4,997.64	\$3,821.40	\$8,819.04
BRIDGE TYPE AND LOCATION ANALYSIS AND RECOMMENDATION	\$91,882.89	\$10.00	\$91,892.89
PHASE 1A SUBTOTAL (HDR)	\$96,880.53	\$3,831.40	\$100,711.93
APPROXIMATE SUBTOTALS (KL)			\$86,925.00
APPROXIMATE SUBTOTALS (GESTRA)			\$61,638.69
APPROXIMATE SUBTOTALS (SINGH)			\$2,500.00
APPROXIMATE PHASE TOTALS			\$251,775.62
PHASE 1B - PRELIMINARY DESIGN AND NEPA			
PRELIMINARY DESIGN AND ENGINEERING	\$135,325.72	\$50.00	\$135,375.72
PUBLIC ENGAGEMENT	\$15,441.74	\$1,790.00	\$17,231.74
NEPA	\$1,522.64	\$10.00	\$1,532.64
INITIAL AGENCY COORDINATION	\$1,087.60	\$12.00	\$1,099.60
INITIAL UTILITY COORDINATION	\$1,522.64	\$2.00	\$1,524.64
CONTRACTOR OUTREACH - EXTRA SERVICES	\$0.00	\$0.00	\$0.00
PHASE 1B SUBTOTAL (HDR)	\$154,900.34	\$1,864.00	\$156,764.34
APPROXIMATE SUBTOTALS (KL)			\$66,925.00
APPROXIMATE SUBTOTALS (GESTRA)			\$0.00
APPROXIMATE SUBTOTALS (SINGH) APPROXIMATE PHASE TOTALS			\$54,723.93 \$278,413.27
			<b>4270,71012</b> 1
PHASE 2 - FINAL DESIGN AND PS&E			
FINAL DESIGN AND ENGINEERING	\$744,869.11	\$197.40	\$745,066.51
FINAL UTILITY COORDINATION	\$1,087.60	\$5.00	\$1,092.60
FINAL AGENCY COORDINATION AND PERMITTING	\$3,480.32	\$5.00	\$3,485.32
FINAL PS&E (100%) SUBMITTAL)	\$49,008.86	\$10.00	\$49,018.86
PHASE 2 SUBTOTAL (HDR)	\$798,445.89	\$217.40	\$798,663.29
APPROXIMATE SUBTOTALS (KL)			\$87,550.00
APPROXIMATE SUBTOTALS (GESTRA) APPROXIMATE SUBTOTALS (SINGH)			\$0.00 \$8.276.07
APPROXIMATE SOBTOTALS (SINGH)			\$894,489.36
PHASE 3 - ADVERTISING AND CONSTRUCTION CONTRACT AWARD	¢7 /46 /0	¢10.00	\$7.4E6.40
BIDDING PROCESS AND CONTRACT AWARD  CONTRACTOR PREQUALIFICATION	\$7,446.40 \$8,006.58	\$10.00	\$7,456.40 \$8,006.58
PHASE 3 SUBTOTALS (HDR)	\$8,006.58 \$15,452.98	\$0.00 <b>\$10.00</b>	\$8,006.58 \$15,462.98
	\$10,402.90	\$10.00	
APPROXIMATE SUBTOTALS (KL) APPROXIMATE SUBTOTALS (GESTRA)			\$3,000.00 \$0.00
APPROXIMATE SUBTOTALS (GESTRA)  APPROXIMATE SUBTOTALS (SINGH)			\$0.00
APPROXIMATE SUBTOTALS			\$18,462.98
	4	4	4
GRAND PROJECT TOTALS	\$1,084,755.62	\$11,026.80	\$1,491,821.11
EXTRA SERVICES - NOT INCLUDED			
PROJECT WEBSITE - EXTRA SERVICES	\$12,465.77	\$0.00	\$12,465.77
FUNDING RESEARCH - EXTRA SERVICES	\$4,510.00	\$0.00	\$4,510.00
RWDI WIND STUDIES - EXTRA SERVICES	\$69,000.00	\$0.00	\$69,000.00
EXTRA SERVICES TOTAL	\$85,975.77	\$0.00	\$85,975.77

#### Direct Expenses by Item

Sheboygan Pedestrian Bridge HDR Engineering, Inc.

UNIT RATES AND TOTALS	Unit Amount	Unit Type	Rate	Total Expenses
Prints / Copies	2470	Each	\$0.10	\$247.00
Mileage	2440	Miles	\$0.670	\$1,634.80
Poster Boards and Plotting	1	LS	N/A	\$750.00
Postage	1	LS	\$1.00	\$1.00
Hotel	9	EACH	\$150.00	\$1,350.00
Rental Car Fuel	1	LS	\$85.00	\$85.00
Rental Car	8	DAY	\$150.00	\$1,200.00
Per Diem	8	DAY	\$60.00	\$480.00
Meals (Lunch)	19	EACH	\$16.00	\$304.00
Meals (Dinner)	19	EACH	\$25.00	\$475.00
Flight	9	EACH	\$500.00	\$4,500.00
Distribution of Other Costs	1	LS	N/A	\$0.00
AUTHORIZED TOTAL				\$11,026.80

AUTHORIZED TOTAL				\$11,026.80																
Task	Prints / Copies	Mileage	Meals (Dinner)	Meals (Lunch)	Per Diem	Hotel Nights	Rental Car Days	Flights	Postage Cost	Prints/Copies Cost	Mileage Cost	Maals Cost	Per Niem	Hotel Cost	Rental Car Costs	Rental Car	Flight Costs	Poster Boards/ Plotting Cost	Distribution of Other Direct Costs	Total Direct
PROJECT OVERVIEW	Ооріса	ivilleage	(Diffile)	(Euricii)	rei Dieili	IVIGITES	Cai Days	riigiits	Oost	COSt	Will Cago Cost	Wicais Cost	i di Didili	Tiotol Gost	COSIS	i dei oosis	I light oosts	0031	Direct Oosts	Costs
CONTRACTING AND PROJECT MANAGEMENT	100	600	8	8	8	4	8	4	\$0.00	\$10.00	\$402.00	\$328.00	\$480.00	\$600.00	\$1,200,00	\$84.00	\$2,000,00	\$0.00	\$0.00	\$5,104.00
OVERVIEW SUBTOTALS	100	600	8	8	8	4	8	4	\$0.00	\$10.00	\$402.00	\$328.00	\$480.00	\$600.00	\$1,200.00	\$84.00	\$2,000.00	\$0.00	\$0.00	\$5,104.00
PHASE 1A - SITE INVESTIGATION																				
SURVEY, GEOTECHNICAL, AND SITE VISITS	50	220	11	9		5		5	\$0.00	\$5.00	\$147.40	\$419.00	\$0.00	\$750.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$3,821.40
BRIDGE TYPE AND LOCATION ANALYSIS AND RECOMMENDATION	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
PHASE 1A SUBTOTALS	150	220	11	9	0	5	0	5	\$0.00	\$15.00	\$147.40	\$419.00	\$0.00	\$750.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$3,831.40
PHASE 1B - PRELIMINARY DESIGN AND NEPA																				
PRELIMINARY DESIGN AND ENGINEERING	500								\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
PUBLIC ENGAGEMENT	700	1400		2					\$0.00	\$70.00	\$938.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$0.00	\$1,790.00
NEPA	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
INITIAL AGENCY COORDINATION	100								\$1.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$12.00
INITIAL UTILITY COORDINATION	20								\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00
PHASE1B SUBTOTALS	1420	1400	0	2	0	0	0	0	\$1.00	\$142.00	\$938.00	\$32.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$750.00	\$0.00	\$1,864.00
PHASE 2 - FINAL DESIGN AND PS&E																				
FINAL DESIGN AND ENGINEERING	500	220	<u> </u>	<u> </u>	T		Г		\$0.00	\$50.00	\$147.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.40
FINAL DESIGN AND ENGINEERING FINAL UTILITY COORDINATION		220												,						
	50								\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
FINAL AGENCY COORDINATION AND PERMITTING	50								\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
FINAL PS&E (100%) SUBMITTAL)	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
PHASE 2 SUBTOTALS	700	220	0	0	0	0	0	0	\$0.00	\$70.00	\$147.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$217.40
PHASE 3 - ADVERTISING AND CONSTRUCTION CONTRACT AWARD																				
BIDDING PROCESS AND CONTRACT AWARD	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
CONTRACTOR PREQUALIFICATION									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PHASE 3 SUBTOTALS	100	0	0	0	0	0	0	0	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
PROJECT TOTALS	2470	2440	19	19	8	9	8	9	\$1.00	\$247.00	\$1,634.80	\$779.00	\$480.00	\$1,350.00	\$1,200.00	\$85.00	\$4,500.00	\$750.00	\$0.00	\$11,026.80