CONTRACT FOR PLANNING CONSULTANT SERVICES

**AIRPORT NAME** **(airport name)**

**BOA PROJECT NUMBER (project#)**

**AIP/STATE AID NUMBER** **(project#)**

Between the

**OWNER**: (owner), Wisconsin

Represented by: SECRETARY OF TRANSPORTATION, agent for the owner

and

**CONSULTANT**: (consultant)

(consultant address)

This contract made and entered into by and between the (airport owner), Wisconsin represented by its duly authorized agent, WISCONSIN DEPARTMENT OF TRANSPORTATION SECRETARY, Bureau of Aeronautics (BOA), in accordance with Wis. Stat. §114.32(1) (1993), hereinafter called the owner and (consultant), hereinafter referred to as the consultant.

The owner proposes to:  (description)

ALL SERVICES

The consultant represents it is in compliance with the laws and regulations relating to the profession of engineering, and is willing and able to do the consultant services required in the proposed work in accordance with this contract.

It is expressly understood and agreed that the lump sum amount totals $(total), the actual costs shall not exceed      , and in no event will the total compensation and reimbursement paid hereunder exceed the maximum combined sum of $(sum) for all of the services required under this contract except by amendment to this contract.

The consultant representative is (consultant rep) whose telephone is (rep phone number).

The owner representative is (BOA project manager) whose telephone number is (phone number).

The Disadvantaged Business Enterprise goal on this contract is (DBE goal)%.

Attached and made part of this planning contract are the “General Provisions” and “Special Provisions”. This contract incorporates and the parties agree to all of the **CONSULTANT SERVICES GENERAL PROVISIONS DATED** July 10, 2014.

This contract has been agreed to and signed on the dates shown. Effective date of the contract is the latter of the two dates.

AS AGENT FOR OWNER CONSULTANT

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

David M. Greene, Director Signature

Bureau of Aeronautics

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SS#/FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Airport: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONSULTANT BILLING ADDRESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPECIAL PROVISIONS FOR PLANNING CONTRACT**

Part I. Payment/Scope of Services

Section A. Payment

1. Lump Sum
2. Actual Costs

Section B. Scope of Services

1. Airport Layout Plan Package
2. Environmental Assessment Report
3. Hazardous Materials Site Assessment
4. Topographic Survey
5. Wetland Mitigation Plan
6. Other (Optional)

Part II. Other Provisions

Section A. Computer Aided Design and Drafting

Section B. Environmental Assessment Report

Section C. Hazardous Materials Site Assessment

Part III. Special Attachments (As Required)

Examples

Environmental Assessments (Scope of Work)

Master Plans (Scope of Work)

Historical Study (Scope of Work)

Archaeological Survey (Scope of Work)

. Agricultural Impact Notices (Scope of Work)

Hazardous Materials Site Assessment - Phase III (Scope of Work)

Hazardous Materials Site Assessment - Phase IV (Scope of Work)

Initial Site Reconnaissance Checklist

**Part I. Payment/Scope of Services**

Attached to and made a part of the Consultant Planning Services Contract:

Airport Name: (Airport Name)

BOA Project Number: (Project #)

AIP/STATE AID Project Number: (Project #)

**Section A. Payments**

1. **Lump Sum** - The owner agrees to pay the consultant as compensation for professional services furnished under Section B and in accordance with the “General Provisions,” a lump sum for each unit of work performed as follows:

|  | **Completion Time (1)** | |  |
| --- | --- | --- | --- |
| **Unit** | **Preliminary** | **Final** | **Fee** |
| Airport Layout Plan Package |  |  | $ |
| Environmental Assessment Report |  |  | $ |
| Topographic Surveys |  |  | $ |
| Wetland Mitigation Plan |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| TOTAL LUMP SUM AMOUNT |  |  | $ |

1 Completion time is in calendar days or the date for completion is specified.

1. **Actual Costs**

The owner agrees to pay the consultant for the following services a reimbursement rate based on actual costs, including overhead and profit. For services of the consultant’s staff engaged directly on the following portion of the project, the compensation will be an amount equal to the consultant’s direct labor cost times a factor of      \*, plus reimbursable expenses not included in the consultant’s overhead rate.

\* factor = (1 + overhead rate) x profit

1. **Meetings**

Meeting costs will be paid for only on an occurrence basis if ordered by the owner and if the meetings are actually held. If the consultant requires more than one (1) person at a meeting, approval prior to the meeting for more than one (1), must be obtained from the BOA project manager, or charges for more than one (1) may be disallowed.**Other**

|  |  |
| --- | --- |
| Hazardous Material Site Assessment and Testing | |
| Unit | Actual Cost (NTE) |
| Initial site Reconnaissance |  |
| Phase 1 (Reconnaissance and Record Search) |  |
| Phase 2 (Environmental Sampling) |  |
| Phase 3 (Remediation Planning) |  |
| Phase 4 (Remediation) |  |
| **Total Actual Cost Amount for this Unit:** | **$** |
|  |  |
| **Total Actual Costs (All Units)** | **$** |
| **Maximum Combined Amount (Lump Sum and Actual Costs)** | $ |

**Section B. Scope of Services.** The consultant agrees to perform the following services:

| **Units as Checked to be Included in this Contract** | **Number of Preliminary Copies** | **Number of Final Copies** |
| --- | --- | --- |
| Airport Layout Plan (ALP) Package |  |  |
| Environmental Assessment Report (EA) |  |  |
| Topographic Surveys |  |  |
| Wetland Mitigation Plan |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**1. Airport Layout Plan Package**

1. The ALP package will be prepared in accordance with the current AC 150/5300-13A, FAA Standard Operating Procedure #2, and BOA ALP Development Guide.
2. List of ALP sheets as checked will be included in this contract.

|  |  |  |
| --- | --- | --- |
| Title/Cover sheet | Yes | No |
| Data sheet (if stand alone) | Yes | No |
| Airport Layout Plan drawing sheet(s) (number \_\_) | Yes | No |
| Airport Airspace Drawing | Yes | No |
| Inner approach sheets (Rwy's , , , , , ) | Yes | No |
| Runway Departure Surface Drawing | Yes | No |
| Terminal Area Plan sheets (number ) | Yes | No |
| Airport Land Use Drawing (optional) | Yes | No |
| Airport Property Map | Yes | No |
| Utility Drawing (optional) | Yes | No |
| Other (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) | Yes | No |
| SOP Checklist | Yes | No |
|  |  |  |
|  |  |  |

1. ALP Narrative Report Yes No

**2. Environmental Assessment Report**

|  |  |  |  |
| --- | --- | --- | --- |
| a. | The EA will be completed in accordance with the current FAA Order 5050.4B and 1050.1E Chapter 4 (also see Part II, Section B of this document for Scope of Work). | Yes | No |
| b. | The consultant will present the proposed project at a  public informational meeting. | Yes | No |
| c. | The consultant will present the EA at a public hearing. | Yes | No |
| d. | The consultant will conduct a historical study | Yes | No |
| e. | The consultant will conduct an archaeological survey | Yes | No |
| f. | Agricultural Impact Notices | Yes | No |
| g. | Exhibits in the EA will include, but not be limited to the following:  Drawing will show each item in the proposed project.  Map will show existing airport boundary and proposed land acquisition, type of interest, including acreage to be acquired, and property owners affected.  Drawings will show project alternatives considered.  Drawings will show construction limits, borrow areas, tree clearing, grubbing and drainage (existing and proposed).  Drawings will show environmentally sensitive areas.  Drawing will show the ultimate development of the airport.  Drawings will show aircraft noise contours: | | |
|  | present, future with project, and future without project | Yes | No |
|  | time above analysis required | Yes | No |
|  | existing zoning and existing land uses | Yes | No |

**3. Topographic Survey**

a. Objective

Topographic surveys will be required to identify any objects (man made or natural) that penetrate any existing or future FAR Part 77.25 imaginary surfaces (i.e.; primary, transition, or approach) or any objects five (5) feet below these surfaces. Information on the location and elevation of these objects will be obtained and shown.

The location of all natural or man-made objects such as buildings, poles, and structures (i.e.; rotating beacon, NDB, flood lights, hangars, etc.) on the airport shall be obtained and shown. The elevation of the rotating beacon, wind cone, NDB (and other antennas), and the highest closest structures to the runways shall be obtained and shown. Surveys must meet FAA Report No. 405, “Standards for Aeronautical Surveys and Related Products.”

b. General

Obtain information to the outer limit of the runway approach surfaces to a height of 100’ and laterally from the runway centerline where the 7:1 transition surface clears the ground by 50' as a minimum. Depending on circumstances, it may be necessary to obtain additional information, since all objects penetrating the approach and transition surfaces must be identified and shown on the plans.

Roads, railroads, and waterways are considered obstructions. Obtain the runway centerline station at the intersection of the centerline of the road, railroad, or waterways. Obtain elevation of the road or railroad at its intersection with the runway centerline extended and at the point of intersection with the edges of the runway approach surface or primary surface. Roads are assumed to be objects 15' high, interstate highways 17' high, railroads 23' high, and as high as the highest craft utilizing a waterway. In addition, the elevations at any other point(s) along a road or railroad to accurately show the critical clearances must be shown.

The location and elevation of the "controlling object" in each approach must be obtained and shown.

c. Ground Contours

|  |  |
| --- | --- |
| Contours required for terminal area | Yes No |
| Contours required for airport layout | Yes No |
| Contours required for approaches | Yes No |
| Runway approach | \_\_\_, , , |
| Interval required for terminal area | \_\_1' 2' 5' |
| Interval required for airport layout | \_\_1' 2' 5' |
| Interval required for approaches | \_\_1' 2' 5' |

**6. Wetland Mitigation Plan**

Prepare Conceptual Wetland Mitigation Plan adequate for FAA.

**PART II. OTHER PROVISIONS**

**Section A. Computer Aided Design & Drafting (CADD)**

This procedure describes the requirements for preparation and recording of maps and plans utilizing Computer Aided Design and Drafting systems (CADD).

**1. General**

All maps and plans shall be developed using BOA Airport Layout Plan Development Guide (ALPDG) as an appropriate guide. When CADD systems are utilized to develop maps and plans and the contract is completed or terminated, an electronic copy (compatible with the DOT MICROSTATION CADD System) of the maps, plans and files shall be delivered to and become the property of the Bureau of Aeronautics. Final drawings for Airport Layout Plans will be 22" x 34" unless otherwise directed. Provide electronic drawing files for Airport Layout Plans and other projects when included in the Contract.

**2. Plan Development**

Plan document requirements and standards are the same as for manually prepared documents. Except as follows:

1. Lines and Art Work - Line weights and symbols for CADD development will conform to the ALPDG.
2. Lettering - Lettering size is based on the final product. Minimum size lettering desired on the final product is to be equal to a 100 Leroy on a 22" x 34" drawing, whenever possible, lettering shall be vertical gothic. Font type shall be Type 1 (MICROSTATION).

**3. CADD Files**

1. File - All files must end with the suffix .DGN (example sheet 2, airport layout plan for Dane County is DANEALP.DGN).
2. ReferenceFiles - DO NOT DETACH any reference file(s) used in the creation of any design file, even if copied to the active design file.

NOTE: This does not apply to files that make up the stereo plotted area. When creating a stereo plotted file it may be necessary to use a number of reference files in its creation. These reference files should be merged, copied, or detached as appropriate from the active stereo plot design file. When all the files of the stereo plotted area have been completed, the bureau prefers to merge all these files into one large file and therefore only the final product is used as a reference file for the airport layout plans.

1. Design File Levels - Level assignment will conform to the ALPDG. Any levels that are not assigned in the active design file can be used for information not previously incorporated and should be brought to the attention of the bureau.
2. Design Files - Any personal computer based format such as CD-Rom and floppy diskette or Internet based such as e-mail or FTP can be used. Design file working units shall be 1:1000:1. Global origin (0,0) of design files shall be the lower left corner of the design plane.

**4. County Coordinate System**

Property lines and centerlines shall be tied into the "County Coordinate System?"

Property lines and centerlines shall be tied to either the Wisconsin County Coordinate System (WCCS) or the Wisconsin Coordinate Reference Systems (WisCRS)

**Section B. Environmental Assessment Report**

**1. General**

a. The Environmental Assessment will be completed in accordance with the current FAA Order 5050.4B and 1050.1E Chapter 4 and Wis. Admin. Code Trans §400 (1992), on federally funded contracts.

b. The Environmental Assessment will be completed in accordance with Wis. Admin. Code Trans §400 (1992), on non-federally funded contracts.

c. By the execution of this contract, the consultant does hereby specify in accordance with disclosure statement requirements of 40 C.F.R. §1506.5(c) (2010), and 28 C.F.R. §771.123(d) (2009), that the consultant has no financial or other interest in the outcome of this project.

d. If the review of the environmental document by the owner, WisDOT, and FAA indicates that changes to this document are necessary, all such changes shall be made by the consultant at no additional cost when subject matter to be changed is provided in the “Scope of Work.”

**Section C. Hazardous Material Site Assessment**

The scope of work associated with each phase is as follows:

1. **Phase I Work Scope- Initial Site Reconnaissance & Record Search**

a. Introduction

The purpose of this phase is to identify those properties which may be contaminated and give a preliminary indication of the type of contamination which might be present.

The “Initial Site Reconnaissance Investigation and Record Search” is to narrow the field of potentially contaminated sites that may require the involvement of a specialty consultant and subsequent phases of investigation. The consultant will complete an initial site reconnaissance investigation in order to make more informed decisions on where additional investigation by specialty consultants is needed.

b. Investigation

The consultant shall conduct an “Initial Site Reconnaissance & Record Search” of each parcel which is expected to be acquired or where significant excavation is necessary. These investigations will be conducted on proposed alignments and may be conducted on alternative alignments.

In many cases, the “Initial Site Reconnaissance & Record Search” will be all that is necessary to determine whether further work is needed.

c. Activities

The consultant shall maintain records of the “Initial Site Reconnaissance & Record Search” by using the “Initial Site Reconnaissance” checklist (form attached in Phase III Special Attachments) for each parcel as required. The consultant will write a summary describing all parcels for which the reconnaissance checklists evidence clearly shows that contamination is not an issue. This summary should be placed in the projects files to document the completion of reconnaissance investigations.

The owner shall determine if the following activities are necessary for each site:

1. Records check of federal, state, and local health and regulatory agencies (e.g. old right of way plats or company records). The investigator would check registrations and locations of UST's (underground storage tanks) and reports of known contamination - spills, leaks, landfills, super fund sites, etc. Lists have been provided to each district for spills, landfills, and super fund sites. UST's may be located by county, municipality, and street address by using the MARK IV program in Panvalet Library on the Hill Farms Regional Center (HFRC) mainframe computer or at the Highway District Offices.
2. Examination of aerial photographs. The investigator would obtain aerial photos of the land being evaluated. The more series of photos for different years available, the greater are the chances of finding evidence of contamination. Stereoscopic evaluation of reasonable quality photos can identify sources of potential contamination, such as: landfills, lagoons, storage areas, drums, tanks, landscaping, ground staining from spills and distressed vegetation. The evaluation of aerial photos can identify potential problem areas that are difficult to see from ground level.
3. Interview of local residents/officials. Neighbors or long-time local residents often have knowledge of present and past situations or problems that could indicate potential contamination. Offices which could be helpful are city/county engineer, water utility, electric utility, fire chief, telephone company, etc. Questions about the location of former gas stations, dry cleaners, foundries, land fills, dumps, etc. should be asked of appropriate persons.
4. Identification of other potential sources of site contamination. This could include asbestos in buildings, lead based paint on structures, chemicals used in industry, pesticides, fertilizers, and herbicides used in farm operations, etc. Asbestos inspections must be contracted to companies specializing in this work.
5. Field review. During field visits to the project, each parcel to be affected by the project must be viewed to verify or refute the potential for contamination. These parcels should be photographed to help record the information for future use. There are many visible indicators of contamination such as apparent changes to the ground surface, distressed vegetation, ground staining, standing liquids, odors, sink holes, ventilation pipes, drums, or containers.

A search of land use records (from recorder of deeds offices, fire insurance maps in libraries, etc.) should be conducted to confirm or refute evidence which indicates that a parcel may have previously held a high risk business. Care should be exercised to determine whether this work might not be done more efficiently and comprehensively by a specialty consultant.

If no evidence of potential contamination is found in the “Initial Site Reconnaissance & Record Search,” the “Initial Site Reconnaissance” checklists shall be signed by the consultant, sent to the owner and filed in the project files along with any photographs of a parcel.

d. Further study needed

(1) If the “Initial Site Reconnaissance & Record Search” has found evidence of potential contamination, the project should be re-examined to determine if the property can be avoided. If the owner concurs that avoidance at this point is not feasible, then a specialty consultant can be hired to conduct a Phase 2 investigation.

(2) The following outline describes steps in the specialty consultant selection process and gives an estimate of the time required to complete the process.

1. The owner will review the consultant’s recommendation to hire a specialty consultant and request proposals from the specialty consultants.
2. Specialty consultant reviews site characteristics and prepares a proposal with cost estimates.
3. BOA reviews proposal, negotiates contract, approves and notifies consultant.
4. Consultant completes field work and record search.
5. Consultant assesses data, prepares report, and delivers to the owner.
6. The owner reviews report and distributes copies to sponsor and WI DNR. The total time necessary to complete the above process is estimated not to exceed four (4) months.
7. If at any stage of the Phase 1 the consultant discovers evidence of contaminants, the consultant will notify the owner so that the project can be reevaluated. If the owner concurs that avoidance at this point is not feasible, then the consultant will be directed to either conclude the Phase 1 or go directly to a Phase 2 investigation.

**2. Work Scope for Phase 2**

a. Environmental Sampling

(1) The second phase of site investigation is termed Phase 2 “Environmental Sampling.” This phase is conducted by a specialty consultant to determine whether contamination is present and to provide a preliminary indication of the type of contamination present.

(2) With the owner’s approval, the consultant may conduct these investigations or subcontract for them for projects assigned to them. This will be negotiated as an amendment to the scope of work.

(3) The specialty consultant, after consulting with the owner, will be responsible for notifying each property owner of the proposed work to be done. Written notification shall include information about the nature and purpose of the Phase 2 investigation, the potential for the owner’s responsibility to clean up potential contamination, and notice that a specialty consultant will enter the property to conduct the Phase 2 investigation.

(4) The owner’s representative (consultant) can enter on private lands based on Wis. Stat. §84.01(10) (1977). The consultant should not ask for permission, but shall notify the landowner that entry will occur, when it will occur, and why it will occur. It is suggested that efforts should be made to accommodate the landowner if they wish to be present while the sampling is performed.

Although the statutes allow the right of entry on private lands, the exercise of this right may require a “Special Inspection Warrant” when a landowner steadfastly refuses entry. If entry is denied, politely explain to the landowner the owner’s statutory authority to enter private lands by citing section Wis. Stat. §84.01(10) (1977). If the landowner still denies entry, withdraw from the scene and inform the owner.

(5) The consultant, if different from the specialty consultant, should visit the site of a Phase 2 investigation to provide information that will help the specialty consultant determine the placement of borings.

(6) The consultant will be responsible for providing a location for storage of drummed waste materials (soil boring tailings, etc.) from sampling.

(7) The consultant will assume ownership of drummed waste materials left over from sampling. The consultant will be responsible for proper disposal (including documentation such as hazardous waste manifesting).

(8) Special Consultant Activities

(i) Phase 2 Field Work

1. The Phase 2 investigation will be conducted by a specialty consultant and will normally consist of the following activities:
2. Regulatory background review;
3. Site representative (owner) interview;
4. Site inspection;
5. Surface soil samples; and
6. Soil borings for the collection of subsurface soil samples and groundwater samples.
7. The analysis of soil or water samples will vary depending on site history. The following example is what would be analyzed for a service station site:
8. Field screening of samples for volatile organic compounds with hot ionization meter;
9. Chemical analysis of soil samples for gasoline (tph), diesel (tph), heating oil (tph), and waste oil (tph);
10. Chemical analysis of groundwater samples for PVOG’s;
11. Analysis of soil and groundwater for other contaminants likely to be present due to prior use of the site (determined by specialty consultant).

(ii) Report Preparation

1. The specialty consultant shall prepare a report addressing the methods and results of Phase 2 investigations and their recommendations. This report should be prepared within 45 days of the close of the field work. The consultant shall review the specialty consultant’s work and progress in the field as staff time permits. The specialty consultant will send a copy of the report to the owner, the consultant, the property owner, and the appropriate WI DNR office.
2. If contamination is present, the owner, with the consultant, shall determine whether to avoid the property or request a Phase 3 investigation. At this point, avoidance is still the desirable option unless the risk of involvement with the contaminated property can be justified from an engineering, social, economic, or environmental standpoint. Proceeding to Phase 3 is often very expensive due to the extensive sampling, analysis, and engineering required.
3. The owner will negotiate with a specialty consultant to conduct Phase 3 investigations after reviewing the specialty consultant’s Phase 2 report.
4. The Wisconsin Department of Transportation Facilities Development Manual Procedure, 21-35-10 “Phase 2 Environmental Sampling” may be used as a guide for the scope of work.

**3. Phase 3 Work Scope**

a. Remediation Planning

When the Phase 3 work is required, a special scope of work for each parcel of land will be in writing. The Wisconsin Department of Transportation Facilities Development Manual Procedure, 21-35-15 “Defining Full Extent of Contamination” and Procedure 21-35-12 Phase 2.5 – “Remediation Planning Necessary for Construction of a Highway Project” should be used as a guide for the scope of work.

1. **Phase 4 Work Scope**

a. Remediation

When this Phase 4 work is required, a special scope of work for each parcel of land will be in writing. The Wisconsin Department of Transportation Facilities Development Manual Procedure, 21-35-20 Phase 4 - Remediation should be used as a guide for the scope of work.