

# Dane County Contract Cover Sheet

RES 100  
Significant

<b>Dept./Division</b>	PW, Highway and Transportation
<b>Vendor Name</b>	KL Engineering
<b>Vendor MUNIS #</b>	4223
<b>Brief Contract Title/Description</b>	Final design contract for the design of CT M from Oncken Road to Blue Bill Park Drive
<b>Contract Term</b>	1/1/20 to 12/31/23
<b>Total Contract Amount</b>	\$ 1,232,638.01

<b>Contract #</b> <small>Admin will assign</small>	14090
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> <b>\$11,000 or under – Best Judgment</b> (1 quote required)	
	<input type="checkbox"/> <b>Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)	
	<input type="checkbox"/> <b>Over \$37,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)	<b>RFB/RFP #</b> _____
	<input type="checkbox"/> <b>Bid Waiver – \$37,000 or under</b> (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> <b>Bid Waiver – Over \$37,000</b> (N/A to Public Works)	
	<input type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>	

<b>MUNIS Req.</b>	Org Code	HWCONCAP	Obj Code	57262	Amount	\$ 2,842,805
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$


<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Res #</b> 100
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		<b>Year</b> 2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/29/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Jim Matzinger	<b>Name</b>	Jeff Smith
<b>Phone #</b>	608-266-4040	<b>Phone #</b>	608-663-1218, ext 825
<b>Email</b>	matzinger@countyofdane.com	<b>Email</b>	jsmith@klengineering.com
<b>Address</b>	2302 Fish Hatchery Rd, Madison, WI 53713	<b>Address</b>	5400 King James Way, Suite 200, Madison, WI 53719


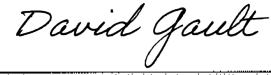
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		7/29/20
	<b>Printed Name</b>	
	Gerald Mandli	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		7/30/20
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		7/29/20
	<b>Comments</b>	

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, July 29, 2020 10:35 AM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie  
**Subject:** Contract #14090  
**Attachments:** 14090.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 7/29/2020 10:39 AM	Approve: 7/29/2020 10:39 AM
	Patten (Purchasing), Peter		Approve: 7/29/2020 12:33 PM
	Gault, David	Read: 7/29/2020 10:43 AM	
	Lowndes, Daniel		Approve: 7/29/2020 11:17 AM
	Stavn, Stephanie	Read: 7/29/2020 10:38 AM	

Contract #14090  
Department: PW, Highway & Transportation  
Vendor: KL Engineering  
Contract Description: Final Design Plans, Specification & Estimate for CTH M (Oncken Road to STH 113) – Res 100  
Contract Term: 1/1/20 – 12/31/23  
Contract Amount: \$1,232,638.01

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Assistant II  
Dane County Department of Administration  
Room 362, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

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Contract #14090

Department: PW, Highway & Transportation

Vendor: KL Engineering

Contract Description: Final Design Plans, Specification & Estimate for CTH M (Oncken Road to STH 113) – Res 100

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Contract Amount: \$1,232,638.01

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,  
Michelle

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Administrative Assistant II

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Madison, WI 53703

PH: 608/266-4941

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TDD: Call WI Relay 711





DANE COUNTY HIGHWAY AND  
TRANSPORTATION DEPARTMENT

**OFFICE  
MEMO**

<b>DATE:</b>	July 29, 2020
<b>TO:</b>	Joseph Parisi, County Executive
<b>FROM:</b>	Jim Matzinger, Business Manager
<b>SUBJECT:</b>	CTH M –Oncken to 113 design contract

Description: Contract with KL Engineerig to design CTH M – Oncken to 113

Term: 7/29/20 – 12/31/23

Budget Amount: \$1,232,638.01

Source of funding: Borrowing

# DANE COUNTY CONTRACT # 14090

Revised 01/2019



**# of Pages Including Schedules:** 79  
**Expiration Date:** December 31, 2023  
**Authority:** Res. # 100 sub 2, 19-20  
**Department:** Highway  
**Maximum Cost:** \$1,232,638.01  
**Registered Agent:** N/A  
**Registered Agent Address:** N/A

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and KL Engineering, Inc. (hereafter, "PROVIDER"),

## WITNESSETH:

**WHEREAS** COUNTY, whose address is 2302 Fish Hatchery Road, Madison, WI 53713-2495, desires to purchase services from PROVIDER for the purpose of the CTH M (Oncken Road to STH 113) Final Design Plans, Specifications and Estimate; and

**WHEREAS** PROVIDER, whose address is 5400 King James Way, Suite 200, Madison, WI 53719, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

### I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

### II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  - 3. failure of PROVIDER to comply with reporting requirements contained herein.
  - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.



**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE:**

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

**Commercial General Liability.**

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation.**

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for

discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. MISCELLANEOUS:**

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

  
\_\_\_\_\_  
Gerry Schmitt, Vice President

  
\_\_\_\_\_  
Date Signed

\*\*\*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date Signed

\* [print name and title, below signature line of any person signing this document]

# SCHEDULE A

## DEFINITIONS

- COUNTY means Dane County.
- CONTRACT means the agreement between the COUNTY and a CONSULTANT setting forth the obligations of the parties to the CONTRACT.
- CONSULTANT means proposer awarded the CONTRACT.
- FHWA means Federal Highway Department.
- PROJECT means the specific section of highway proposed for improvement by the COUNTY in this CONTRACT.
- Services means the engineering services, labor, equipment, and materials furnished by the CONSULTANT in accordance with the CONTRACT.
- DEPARTMENT means the Wisconsin Department of Transportation.
- MANUAL means the State of Wisconsin Facilities Development Manual and other manuals referenced therein.
- RFP means the Request for Proposal.

## SCOPE OF SERVICES

### A. DESIGN REPORTS

(1) Design Study Report

Prepare a Design Study Report in accordance with the MANUAL. Submit one (1) electronic copy in pdf format to the COUNTY and DEPARTMENT for approval.

(2) Encroachment Report

Prepare an encroachment report as directed by the COUNTY. Submit one (1) electronic copy in pdf format to the COUNTY and DEPARTMENT for approval.

(3) Transportation Management Plan

- (a) Prepare a Type 2 Transportation Management Plan to reflect construction staging concepts in accordance with the WisDOT Guidelines for developing Work Zone Management Plans. Submit the report to the DEPARTMENT for approval via the online Wisconsin TMP System LIVE Site.

- (b) The Transportation Management Plan shall consist of the following components:
- (i) Request for TMP Approval Form
  - (ii) Project Location Map
  - (iii) Traffic Forecast Map
  - (iv) Traffic Control Staging Concept
  - (v) Public Information & Outreach Plan Checklist (PIOP)
  - (vi) Transportation Operations Plan Checklist (TOP)
  - (vii) Contract Time for Completion

- (c) The following items are not anticipated and if required will be considered EXTRA SERVICES: Incident Management Plan (IMP) and Alternate Route Evaluations.

- (4) Roadside Hazard Analysis Documentation
- (a) The Roadside Hazard Analysis for this PROJECT includes a general inventory of observed roadside hazards and does not include a detailed assessment of exact slopes or precise offsets at each hazard location. The design and mitigation of any roadside hazards not specifically listed in this scope of services will be considered EXTRA SERVICES.
  - (b) Prepare a Roadside Hazard Analysis summary document. Submit one (1) electronic copy (pdf format) to the DEPARTMENT for approval.
- (5) Pavement Design Report
- (a) Complete the Pavement Design Report according to the MANUAL. Incorporate comments received from the COUNTY and information obtained from geotechnical report. Submit revised report to COUNTY and DEPARTMENT for review and approval.
- (6) Intersection Control Evaluation (ICE) Reports
- (a) Complete a Phase 1 and Phase 2 ICE analysis as specified in the MANUAL for the following intersections:
    - i. County M and Woodland Road
    - ii. County M and East Willow Road
    - iii. County M and Blue Bill Park Drive
- Up to three (3) alternatives will be evaluated for each intersection with one review and revision period.
- (b) Complete a Phase 1 and Phase 2 ICE analysis as specified in the MANUAL for the following intersections that were evaluated in the CTH M - Preliminary Design project:
    - i. County M and Oncken Road
    - ii. County M and CTH K
    - iii. County M and Mary Lake Road
    - iv. County M and North Shore Bay Drive
- Up to three (3) alternatives will be evaluated for each intersection with one review and revision period. Submit one (1) electronic copy (pdf format) to the DEPARTMENT for approval.

## **B. ENVIRONMENTAL DOCUMENTATION**

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Complete final ER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the COUNTY for approval. Note: Draft Basic Sheets have been prepared in Phase I of the project. The Environmental Report will continue to build from the purpose and need, agency coordination, and public feedback from Phase I.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based

upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Environmental Report:

- (a) Publish the notification of the availability of the Environmental Report as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code.
- (b) Revise the Environmental Report to address agency comments received and public comment received during the 30-day public availability period.

(2) Agricultural Impact Notice

Prepare an Agricultural Impact Notice to determine if an Agricultural Impact Statement needs to be completed. Complete and submit and NRCS-CPA-106 AD-1006 as specified in the MANUAL for all lands from farm operations which may be acquired for this PROJECT. Submit Agricultural Impact Notice to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

(3) Section 4(f) Evaluation

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the COUNTY for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation for up to six (6) properties with de minimis or temporary occupancy findings in accordance with the MANUAL.

Prepare Section 4(f) and Other Temporary Occupancy Factor Sheet for each impacted property. Five known properties have been identified through initial agency coordination, which include:

- Dorn Creek property
- Six-Mile Fishery Area
- Governor Nelson State Park
- DNR parcel east of Mary Lake Road
- Dane County North Mendota Wildlife Area Prairie Unit.

One other Section 4(f) property or temporary occupancy exception is anticipated as the project progresses and will be investigated.

(4) Section 6(f) Evaluation

Prepare Section 6(f) or Other Unique Properties Factor Sheet in accordance with the MANUAL for each impacted property. Four known properties to be investigated through initial agency coordination include:

- Dorn Creek Fishery Area, property (Federal Land and Water Conservation Fund (LWCF) Act and WDNR and USFWS coordination)
- Governor Nelson State Park (Federal LWCF funds and National Park Service (NPS) coordination)
- Dane County Parks owned parcel (Federal LWCF and NPS coordination)



- North Mendota Wildlife Area Prairie Unit (State Knowles-Nelson Stewardship grant funding).
- (5) Historical and Archaeological Surveys and Studies:
- (a) Identify the Area of Potential Effect for the PROJECT. Submit the results of the archaeological and historical reconnaissance and evaluation studies (completed by others) to the DEPARTMENT Project Manager. Obtain recommendations from SHPO, the historian and the DEPARTMENT Project Manager regarding historical/architectural reconnaissance surveys. No properties are anticipated for further investigation.
  - (b) Document impacts to Historic Properties Factor Sheet.
  - (c) Further studies including Determination of Eligibility for archaeological sites or National Register of Historic Places, determination of effects and Memorandum of Agreement shall be considered EXTRA SERVICES.
- (6) Noise Analysis:
- (a) Complete noise analysis in accordance with the MANUAL and Chapter TRANS 405, Wisconsin Administrative Code. Findings of the noise analysis shall be incorporated into the environmental document prepared for the PROJECT.
  - (b) The project qualifies as a Type 1 project, under criteria 3 – addition of through-traffic lane. The noise analysis requires measurement of existing sound levels and computer modeling using Traffic Noise Model.
  - (c) Place receptors in field to collect observed sound levels. Up to five receptor locations. A Construction Noise Analysis is not required for this PROJECT.
  - (d) Document impacts in noise analysis Factor Sheet.
- (7) Air Quality:
- (a) The project area falls within an attainment area. The PROJECT has low potential for MSAT effects under the following criteria:
    - Improve operations of highway
    - Widening and expansion
    - Design year traffic less than 140,000
    - Narrative of expected effect of MSAT levels based on projected traffic volumes, vehicle mix, routing of traffic, including national trend data
  - (b) Complete a Tier 2 Qualitative Mobile Source Air Toxic (MSAT) Analysis.
- (8) Hazardous Materials/Contamination Assessments.
- (a) Complete Phase 1 investigations for the PROJECT in accordance with the MANUAL.
  - (b) Conduct Phase 2 - Environmental Sampling, in accordance with the MANUAL, at the following sites: 5305 County Road M (Parcel ID 80928286808), and if authorized 5420 Willow Road (Parcel ID 80922445470).

- (c) Conduct a Phase 2.5 hazardous materials assessment, in accordance with the MANUAL, at the following sites: 5305 County Road M (Parcel ID 80928286808), and if authorized 5420 Willow Road (Parcel ID 80922445470).
  - (d) The COUNTY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL at a Dane County-owned waste site.
  - (e) Document impacts in Hazardous Substances Factor Sheet as needed
- (9) Wetland Delineation
- (a) Wetland delineation will be conducted for the following project area as bound by the proposed roadway right-of-way:
    - a. CTH M from Oncken Road to Blue Bill Park Drive
    - b. CTH K from CTH M to a private driveway 2,200 ft west of CTH M.
  - (b) Delineation will be in accordance with the U.S. Army Corps' January 1987 Wetland Delineation Manual (Technical report Y-87-1) and the January 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0).
  - (c) Delineated boundaries and a Wetland Delineation Report will be submitted to the Wisconsin DNR for concurrence.
  - (d) Document impacts in Wetland Factor Sheet.
- (10) Federally Endangered and State Threatened and Special Concern Species:

There are endangered and protected plants, animals, and invertebrates in areas along the CTH M corridor. An initial screening of the project areas has occurred through the USFWS Information for Planning and Conservation tool (IPaC). Coordination with USFWS and WDNR is required. Further consultation and additional surveys are necessary to determine the presence of these resources. Formal Section 7 consultation with USFW will include commitments to protect the northern long eared bat and the rusted patched bumble bee, at a minimum. Document impacts in the Threatened and Endangered Factor Sheet. Field reviews or reconnaissance of the project area is not included in the CONTRACT.

## **C. AGENCY COORDINATION**

- (1) Section 401 and 402 Certifications:
 

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.
- (2) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

(3) Section 9 and 10 Permits:

Evaluate the effects of the PROJECT on commercial navigation, in accordance with the Rivers and Harbors Act of 1894 and the MANUAL; and prepare the necessary permit application(s).

(4) Native American Coordination

Send notice of Public Involvement Meetings and Public Hearing to the Native American tribes. Coordinate with Native Americans as necessary if Historical and Archaeological resources are identified.

## **D. RAILROAD/ UTILITY INVOLVEMENTS**

(1) Railroad Coordination

The CONSULTANT shall coordinate with railroad companies located within the limits of the PROJECT throughout the duration of the PROJECT. The CONSULTANT shall submit information supporting any changes to the horizontal and vertical (profile) alignments, roadway widths, and the addition of any new access points within 750 ft. of any railroad crossing location.

The preparation of statements and attendance at any testimonial proceeding before the Office of the Commissioner of Transportation, or such other forum is not included in this CONTRACT and will be considered EXTRA SERVICES.

(2) Utility Coordination

Perform all utility coordination in accordance with:

- (a) The MANUAL
- (b) The WisDOT "Guide to Utility Coordination"

(3) The PROJECT does not fall under the TRANS 220 administrative code; however, TRANS 220 guidelines and processes will be utilized.

(4) The DEPARTMENT/COUNTY will provide the CONSULTANT with an updated list of known utilities on the PROJECT and an updated list of contact personnel for utility coordination. This list is not warranted to be complete but is furnished to assist the CONSULTANT. Verify and update the list.

(5) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities and shall keep the COUNTY informed of all such coordination activities. Provide the COUNTY with plans and information that will allow it to meet its planned utility coordination schedule. Coordination and review of Utility Work plans and schedules for relocations after P.S.&E. submittal through the beginning of PROJECT construction.

- (6) Coordinate with the USGS for the relocation of the gauge station located along the west side of Structure B-13-601.
- (7) Utility Negotiations/Agreements

Prepare statements, exhibits, and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the COUNTY.

## **E. PUBLIC INVOLVEMENT**

Due to the Covid-19 pandemic, the first Public Involvement Meeting (PIM) will be held virtually using web-based tools, direct mailings, and news releases. The remaining two (2) PIMs are proposed to be held in the traditional format unless conditions prevent group gatherings.

- (1) Public Involvement Meeting #1 (Virtual)
  - (a) Conduct one (1) PIM utilizing web-based tools (expected to use COUNTY licensed GoToMeeting software) for presenting project information and providing summary of project details.
  - (b) Prepare detailed mailing to entire mailing list which outlines format of the virtual PIM, method for public audio and video participation, how to provide questions and comments, and a comprehensive list of all items to be discussed during the meeting. Include designated contacts for CONSULTANT or COUNTY to discuss specific questions or concerns regarding the PROJECT.
  - (c) Coordinate with COUNTY staff to use COUNTY licensed Survey Monkey to register participants who would like to speak at the PIM.
  - (d) Prepare a presentation with project information and a summary of project details. Presentation shall provide audio narration of presentation. Allow for presentation to be viewed online for two (2) weeks prior to and four (4) weeks after meeting
  - (e) COUNTY will provide support staff to live stream and record the meeting through the City of Madison media site. Recorded PIM will be made available on the PROJECT website.
  - (f) Prepare a summary report after virtual public involvement meeting. Include detailed summary of all comments and questions received during live web presentation, any comments left online, and a summary of comments from phone calls received during designated timeslots.
- (2) Public Involvement Meetings #2 and #3 (Traditional Format)
  - (a) Conduct or assist the COUNTY in holding two (2) in-person public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
  - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meetings.
  - (c) Prepare a summary report after the public involvement meetings.

- (d) Discuss with the COUNTY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meetings.
  - (e) Make all the necessary arrangements for scheduling the public involvement meetings and provide notices and press releases for the COUNTY'S use.
  - (f) Provide the COUNTY with copies of all public involvement correspondence and file notes.
  - (g) Coordinate meeting schedules with the COUNTY'S representative.
- (3) Formal Public Hearing:
- (a) Assist the COUNTY in preparing for and holding one (1) formal Public Hearing as set forth in the MANUAL.
  - (b) Prepare the necessary exhibits, PROJECT statement, and printed handout material for use by the COUNTY in conducting the Public Hearing, in accordance with the MANUAL.
  - (c) Be represented at the Public Hearing and be prepared to assist and provide information as requested by the COUNTY.
  - (d) Retain a court reporter and provide a public hearing transcript.
  - (e) Evaluate the transcript of testimony received at the Public Hearing and make written recommendations to the COUNTY as to the possible disposition of the comments received.
  - (f) Incorporate into the SERVICES for this PROJECT those changes or modifications brought about as the result of the Public Hearing as directed by the COUNTY.
- (4) Project Mailings, Newsletters:
- (a) Maintain database for project mailings, newsletters, or any contact lists.
  - (b) Develop and mail a project newsletter for distribution prior to the Public Hearing. Provide a draft for the COUNTY to review prior to distribution and incorporate comments received.

## **F. MEETINGS**

- (1) One (1) coordination meeting shall be held with local officials approximately two (2) weeks prior to each PIM (3 total). The first Local Officials Meeting will be held virtually in a format similar to the first PIM.
- (2) A Preliminary Plan Review Meeting (60%) with the DEPARTMENT and COUNTY shall be held prior to approval of Design Study Report.
- (3) A Final Plan Review Meeting with the DEPARTMENT and COUNTY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.

- (4) Two (2) meetings with the DEPARTMENT and COUNTY shall be held to discuss the right of way plat for this PROJECT.
- (5) Attend the pre-construction conference as scheduled by the COUNTY.
- (6) Meet with the DEPARTMENT'S Region Technical Services Soils Engineer to coordinate soils and sub-surface investigation work efforts.
- (7) Monthly meetings shall be held to plan, review, and coordinate the PROJECT with the DEPARTMENT, the COUNTY, and Town of Westport. (40 total).
- (8) Conduct three (3) coordination meeting(s) with utilities having facilities on the PROJECT. One (1) of these meetings shall be held during the completion of the pre-final plan phase (90% plans) for the purpose of coordinating utility relocations prior to construction.
- (9) Ten (10) neighborhood meetings to address localized concerns shall be conducted.
- (10) Six (6) coordination meetings with COUNTY, including presentations to councils, planning commissions, and other agencies.

## **G. SURVEYS**

- (1) Provide full topographic field survey for CTH M throughout the limits of the PROJECT. Begin topographic survey approximately 1,000 feet south of Oncken Road and continue along CTH M to STH 113. Topographic survey shall include horizontal and vertical locations of the following:
  - a. Pavement edges
  - b. Edges of shoulders (paved and unpaved)
  - c. Roadway centerlines
  - d. Existing ditch cross sections and flowlines (at project match-in locations)
  - e. Existing drainage features
  - f. Existing landscaping features, including trees within limits of proposed right of way
  - g. Existing driveways
  - h. Existing utilities as marked
- (2) Temporarily mark the existing right-of-way and up to forty (40) Fee Acquisition and Temporary Limited Easement areas three (3) times for coordination with affected utilities and property owners.
- (3) Topographic and hydraulic survey at the location of structure B-13-601 (CTH M over Dorn Creek) for the purpose of completing the Rehabilitation Structure Survey Report (SSR) in accordance with the MANUAL.
- (4) Topographic survey at the location of structure B-13-439 (existing CTH M over Six-Mile Creek) for the purpose of completing the Rehabilitation Structure Survey Report (SSR) in accordance with the MANUAL.
- (5) Topographic and hydraulic survey at the location of structure B-13-XXX (proposed CTH M eastbound over Six-Mile Creek) for the purpose of completing the Stream Crossing Structure Survey Report (SSR) in accordance with the MANUAL.
- (6) Conduct surveys that provide information necessary for the preparation of plats and acquisition of rights of way and property. Provide right-of-way monumentation information.

All such information shall be provided in an electronic file in accordance with the MANUAL.

- (7) Tie surveys to section corners, quarter section corners, and to street lines or block corners in platted areas. Ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (8) Submit all survey data (including description, measured, and computed data) to the COUNTY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.
- (9) Research and field locate property lines for the purpose of establishing and confirming limits of existing right of way in the areas where a Transportation Project Plat (TPP) is required.
- (10) Survey locations of soil borings for the structures.

## **H. SOILS AND SUBSURFACE INVESTIGATIONS**

- (1) Borings of the existing pavement structure were completed in the CTH M – Preliminary Design project. Compare groundwater levels of those borings, borings taken for Project ID 5452-02-01 and for this PROJECT to determine if there have been substantial changes.
- (2) Investigations of subsurface soil conditions for foundations at the sites of proposed bridges and other structures are required. A total of four (4) borings shall be completed. Three (3) shall consist of machine powered borings within the approximate limits of each substructure unit, and at the pier for the new eastbound Sixmile Creek structure. The other shall be a machine powered boring within the limits of the Dorn Creek box culvert extension.

The Sixmile Creek borings shall be performed when the ground is frozen to reduce the impact area near the creek and wetlands.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation per DEPARTMENT standards.

Foundation investigations shall be coordinated with the COUNTY, with a minimum of three working days prior notice, to enable the COUNTY to make provisions for on-site observations and to evaluate conditions during drilling.

When borings for the Sixmile Creek Structure have reached the depth of 90 feet and the borings for the Dorn Creek box culvert extension have reached the depth of 50 without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the COUNTY. The extent of all subsurface foundation investigations performed shall be fully justified in the Soils Report for the PROJECT.

All boreholes and monitoring wells shall be backfilled as per the April 20, 1992 guidelines titled "Wisconsin Department of Transportation Geotechnical Unit -Drilled Borehole and Monitoring Well Abandonment Procedures".

Record final borehole location, station and referenced offset and elevation. CONSULTANT shall provide final boring location GPS coordinates and provide a Google Earth image of project site showing coordinate correct as-drilled boring locations.

- (3) Perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations at the following locations:
  - (a) North of existing CTH M between Woodland Drive and Mary Lake Road – Complete four (4) borings to a depth of 10 feet to identify soil conditions for embankment and pavement foundation construction.
  - (b) East of existing Woodland Drive and north of the CTH M intersection approximately 275 feet, within the proposed new roadway footprint – Complete one boring to a depth of 40 feet to identify soil conditions for embankment and pavement foundation construction. Complete this boring when the ground is frozen to minimize disturbance.
  - (c) Marsh fill areas through the CTH M corridor – Complete 40 marsh probes to a depth of five to ten feet to identify limits of organic soils in proposed embankment and pavement foundation construction locations.
- (4) Transmit to the DEPARTMENT gINT software boring logs for all completed borings, using the DEPARTMENT'S gINT template (contact Dan Reid for the template, 608-246-7946). Send these to the following email location at the time of PSE submittal: [DOTDTSDDGeotechnicalgINT@dot.wi.gov](mailto:DOTDTSDDGeotechnicalgINT@dot.wi.gov).
- (5) Transmit to the DEPARTMENT all soils laboratory testing summary and testing data sheets for tests performed on the soil and rock samples collected during the investigation. In addition, transmit the results of any field tests including vane shear tests, pressure meter tests and cone penetrometer tests. Send this in a .pdf format that references the DEPARTMENTS design project I.D. and send them to the followings email location at the time of PSE submittal: [DOTDTSDDGeotechnicalSirLab@dot.wi.gov](mailto:DOTDTSDDGeotechnicalSirLab@dot.wi.gov).
- (6) Transmit to the DEPARTMENT all Soil Reports relating to structures, roadways, pavements and environment. Send this in a .pdf format that references the DEPARTMENTS design project I.D., and send them to the followings email location at the time of PSE submittal: [DOTDTSDDGeotechnicalSirLab@dot.wi.gov](mailto:DOTDTSDDGeotechnicalSirLab@dot.wi.gov)

## **I. ROAD PLANS**

- (1) Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans will consist of the following:
  - a) Title Sheet
  - b) General Notes and List of Utility Contacts
  - c) Project Overview
  - d) Existing Typical Sections
  - e) Finished Typical Sections



- f) Construction Details
- g) Removal Plan
- h) Roundabout Plan Details
- i) Traffic Signal Plans
- j) Lighting Plans
- k) Pavement Marking Plan
- l) Permanent Signing Plan
- m) Erosion Control Plan
- n) Storm Sewer
- o) Plan Details
- p) Intersection Details
- q) Staged Traffic Control Plans
- r) Detour Plans (if required)
- s) Alignment Diagram
- t) Miscellaneous Quantities
- u) Plan & Profiles (Roadway)
- v) Plan & Profiles (Multi-Use Trail)
- w) Special Sign Details
- x) Earthwork Quantities
- y) Cross Sections

The following is a list of items to further define the scope of SERVICES included in this CONTRACT:

- (2) Design traffic control plans such that a minimum of one lane in each direction on CTH M is maintained at all times for the duration of construction.
- (3) The CONSULTANT shall review existing and proposed multi-use trails throughout the project corridor and the final plans shall incorporate the existing and proposed trails into the final design.
- (4) Prepare all required design and plan details necessary for street lighting at the following intersections: Oncken Road, CTH K, Corner Court / North Shore Bay Drive, Woodland Drive, Mary Lake Road, Willow Road (East), and Blue Bill Park Drive.
- (5) Prepare design and plans for permanent traffic signals at the following intersections: North Shore Bay Drive, Woodland Drive and Blue Bill Park Drive.
- (6) Prepare design and plans for temporary traffic signals to be utilized during construction at the following intersections: CTH K, Woodland Drive and Mary Lake Road (one stage only).
- (7) Design and prepare plans for a Park and Ride Lot located off North Shore Bay Drive. Include lighting plan in 90% and Final P.S.&E. submittals.
- (8) Submit plans for DEPARTMENT and COUNTY review at 60%, 90% and Final P.S.&E. completion. Address comments for each submittal with a written summary provided to the DEPARTMENT and COUNTY for acceptance.

## **J. STRUCTURE PLANS**

Structure design shall conform with WisDOT Standards and the MANUAL. Provide preliminary and final design services for the following structures:

Structure	Location	Scope of Work
B-13-601	Existing Box Culvert at Dorn Creek	Box culvert extension
B-13-439	Existing Bridge over Six Mile Creek	Redeck and widen (concrete haunched slab)
B-13-xxx	CTH M eastbound Bridge over Six Mile Creek	New 2-span concrete haunched slab (match existing structure type)
R-13-xxx	Approaches to B-13-439	Conceptual and preliminary design for up to two retaining walls
Overhead Sign Structures (OSS)	Approaches to Roundabout at CTH M and CTH K	3 Contractor designed 2-chord truss OSS with standard detail foundations
Overhead Sign Structure	North Shore Bay Drive	Contractor designed 2-chord truss OSS with standard detail foundations

- (1) For structure B-13-601 (Box Culvert extension at Dorn Creek) prepare a Rehabilitation Structure Survey Report and Hydraulic Report, which includes a discussion of improvements to the existing structure, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. PDF copies of this plan and the Rehabilitation Structure Survey Report and Hydraulic Report shall be submitted to the DEPARTMENT and COUNTY for review. The DEPARTMENT and COUNTY will review this preliminary plan and the Rehabilitation Structure Survey Report/Hydraulic Report and return one print to the CONSULTANT showing requested revisions, if any.
- (2) For structure B-13-439 (existing CTH M bridge over Six-Mile Creek) prepare a Rehabilitation Structure Survey Report, which includes an analysis of the existing structure and discussion of structure improvements, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. Electronic copies of this plan and the Rehabilitation Structure Survey Report shall be submitted to the DEPARTMENT and COUNTY for review. The DEPARTMENT and COUNTY will review this preliminary plan and the Rehabilitation Structure Survey Report and return one print to the CONSULTANT showing requested revisions, if any. Preparation of a Hydraulic Report for this structure shall be considered Extra Services.
- (3) For the new CTH M eastbound Bridge over Six Mile Creek, prepare a Stream Crossing Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. PDF copies of this plan and the Stream Crossing Structure Survey Report/Hydraulic Report shall be submitted to the DEPARTMENT and COUNTY for review. The DEPARTMENT and COUNTY will review this preliminary plan and the Stream Crossing Structure Survey Report/Hydraulic Report and return one print to the CONSULTANT showing requested revisions, if any.
- (4) If authorized for structures R-13-xxx (approaches to B-13-439) prepare Retaining Wall Structure Survey Reports, preliminary and final plans for up to two walls, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary

plans shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. PDF copies of this plan and the Retaining Wall Structure Survey Report shall be submitted to the DEPARTMENT and COUNTY for review. The DEPARTMENT and COUNTY will review this preliminary plan and the Retaining Wall Structure Survey Report and return one print to the CONSULTANT showing requested revisions, if any.

- (5) For OSS prepare Overhead Sign Structure Survey Reports for up to four (4) OSS in accordance with the MANUAL. The completed preliminary plans shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. PDF copies of this plan and the Retaining Wall Structure Survey Report shall be submitted to the DEPARTMENT and COUNTY for review. The DEPARTMENT and COUNTY will review this preliminary plan and the Overhead Sign Structure Survey Report and return one print to the CONSULTANT showing requested revisions, if any. OSS will be contractor designed structures with standard detail foundations. Non-standard design of OSS and foundations shall be considered Extra Services.
- (6) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (7) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (8) When the plans for a structure have been completed the CONSULTANT shall furnish the COUNTY with an electronic copy of such plans for review and examination.
- (9) Submit electronic copies for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (10) Plans will be subject to review and examination by the DEPARTMENT and COUNTY. Such review and examination may be made on the site of the PROJECT.
- (11) Along with the plans for structures submit one electronic copy or reproduction of the design computations for the COUNTY'S review and permanent file.
- (12) Furnish such other pertinent information and data with respect to the plans and design as the COUNTY may request.
- (13) In the design and development of the Structure Plans for the new CTH M eastbound structure over Six-Mile Creek, consider only a slab span alternative to match the existing structure that will become the CTH M westbound structure.

## **K. PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)**

- (1) The CONSULTANT shall provide Highway Project Data in a digital format to the DEPARTMENT in accordance with the standards outlined in the FDM. All electronic project data must be delivered to the DEPARTMENT on Read Only CD after final review. All electronic project data must be accompanied by a meta-data document (format of meta-data provided by the DEPARTMENT) which describes all data which is delivered.
- (2) Upon receipt of the electronic data files, a DEPARTMENT representative will process the data within 6 weeks and return to the CONSULTANT a letter confirming that the data was received and verified to be in the correct formats. If the data received is not correct, the CONSULTANT must rectify the problem and resubmit the data to the DEPARTMENT within 2 weeks of being notified of the problem. This confirmation letter does not certify that the CONSULTANT submitted electronic data matches the information that is shown on the paper plan, nor does it verify that the design is valid and follows design standards set the Facilities development Manual. The confirmation letter in no way releases the CONSULTANT from responsibilities related to the constructability and validity of the design.
- (3) The CONSULTANT shall provide field control information, including all data used to establish survey control in the field. At minimum, the data shall include all control points and section corner points. Control points must have a feature code of CP and section corner points must have a feature code of SEC. In addition, other field control data may be required, this being at the discretion of the project manager. Other field control data must also be assigned a standard WisDOT feature code. The format of the file containing field control information shall be in accordance with the standards outlined in the FDM.
- (4) The CONSULTANT shall provide reference line information, including all mainline and side road reference lines and the project control necessary to establish such reference lines. All proposed alignments must be assigned a feature code of PRL and all existing alignments must be assigned a feature code of CL. In addition, for each alignment a report of the alignment/reference line details (bearings, curve data, etc.) shall be provided. The format of this report is provided in the FDM. The format of the file containing reference line information shall be in accordance with the standards outlined in the FDM.
- (5) The CONSULTANT shall provide data necessary for the preparation of plats and acquisition of rights of way and property, including all existing and proposed right-of-way chains and points to be staked. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (6) The CONSULTANT shall provide design profile information, which includes profiles of any reference lines, driveway profiles and any necessary ditch profiles. The format of the file containing profile information shall be in accordance with the standards outlined in the FDM.
- (7) The CONSULTANT shall provide existing cross section data for the project. At a minimum, the existing ground surface, the finished ground surface outside the subgrade shoulder points and the finished ground surface between the subgrade shoulder points and construction staging limits must be provided with the information for each surface being placed in its own file. At the discretion of the DEPARTMENT, additional surfaces such as (but not limited to) rock, marsh or select subgrade material may also be requested at no additional cost. Names of the surfaces and construction staging limits in all cross section files must follow those standards set in the WisDOT standard feature table. The format of the file containing existing cross section data shall be in accordance with the standards outlined in the FDM.

- (8) The CONSULTANT shall provide existing surface data. The format of the existing surface data shall be in accordance with the standards outlined in the FDM.
- (9) The CONSULTANT shall provide information on the locations of the superelevation transition points along alignments. The format of the superelevation information shall be in accordance with the standards outlined in the FDM.
- (10) The CONSULTANT shall provide existing topographic data which is classified as utility information. WisDOT standard feature codes and point connectivity methods must be used in the data files submitted. The format of the topographic data shall be in accordance with the standards outlined in the FDM.
- (11) The CONSULTANT shall provide existing topographic data which is classified as other than utility information. WisDOT standard feature codes and point connectivity methods must be used in the data files submitted. The format of the topographic data shall be in accordance with the standards outlined in the FDM.
- (12) The CONSULTANT shall provide other Survey Information, as deemed necessary by the WisDOT Project Manager. The format of the miscellaneous survey information shall be in accordance with the standards outlined in the FDM.
- (13) The CONSULTANT shall provide graphical data files for the final plan set. All graphical files shall be in accordance with the data exchange and CADD standards outlined in the FDM.

## **L. TRANSPORTATION PROJECT PLATS**

- (1) Prepare one (1) early acquisition plat for parcel number 080928286808, located at the intersection of CTH M and CTH K.
- (2) Prepare the transportation project plat for the PROJECT (estimated 36 parcels) in accordance with Wisconsin Statute 84.095, WisDOT Guide to Utility Coordination and the MANUALS.
  - (a) Meet with the DEPARTMENT'S right-of-way plat unit to review the special provisions and MANUALS prior to starting the transportation project plat.
  - (b) Prepare each transportation project plat sheet showing coordinates on all section corners and on all main line and side road survey line/reference line PI's.
  - (c) All coordinate information will be referenced to the Wisconsin Coordinate Reference System Coordinates (WISCRS), Dane County, (English) NAD 1983, (2011) adjustment.
  - (d) Provide the DEPARTMENT an electronic (CSV or *LandXML*) file with unique point ID's of all right-of-way points, PI's and section corners on the project.
  - (e) Provide the DEPARTMENT with an electronic report describing all elements within all alignments and an electronic XML file, for each alignment.
  - (f) Show all newly monumented right-of-way points and reestablished right-of-way points with the size and kind noted (e.x. 1" I.P.) in accordance with the MANUALS.
  - (g) Show all recovered monuments with the size and kind noted in accordance with the MANUALS.

- (h) Note on the plat existing access control or access covenants from previous DEPARTMENT projects, CSM's or subdivisions.
  - (i) Note on the plat existing property lines along with CSM's, subdivisions, assessor plats, county plats, and condominium plats, plats of survey and other surveys of record.
  - (j) Assign a note or table to every transportation project plat to include the historical basis for dimensioning the existing highway right-of-way; include intersecting roads.
  - (k) Show the bearing and distance along the section line to the adjacent quarter corner or section corner whenever the mainline reference line and the right-of-way lines cross a section line. Note on the plat the type and coordinates of the section corner.
  - (l) Provide the DEPARTMENT with a Cogo Printout of the exterior boundaries of the right-of-way, which specifies closure of the traverse.
  - (m) Submit a final full size, 22" x 34" pdf, unless otherwise specified by the county, in accordance with the MANUALS upon final approval of the DEPARTMENT.
  - (n) Submit the plat PROJECT DOCUMENTS in accordance with the MANUALS upon receiving final approval from the DEPARTMENT.
- (3) Title Searches/Updates
- Obtain title searches, title updates, or commitments necessary to determine property lines and current ownerships only for the portions of the project where real estate (temporary or permanent) is required. It is estimated that up to thirty-six (36) title searches are required. Contract with a title company to prepare the title searches, title updates, or commitments in accordance with the DEPARTMENT'S approved list of title companies. Provide a copy of the title searches, title updates, or commitments to the COUNTY and DEPARTMENT, upon request.
- (4) Provide right-of-way descriptions for all individual parcels of land and interests to be acquired as right-of-way for the PROJECT. Write descriptions in accordance with Wisconsin Statute 84.095 (7) and the MANUALS.
  - (5) Prepare the descriptions using Microsoft Word 2007 or newer software or software compatible with the DEPARTMENT, and provide a copy of the descriptions, excluding the recording information, in an electronic format to the COUNTY and DEPARTMENT. Contact the DEPARTMENT'S real estate unit for current formatting instructions prior to writing any descriptions.
  - (6) Right-of-way staking activities shall be coordinated to provide two (2) weeks lead time to notify property owners.
  - (7) Be responsible for all revisions to the transportation project plat and right-of-way descriptions, until the transportation project plat is recorded with the County Register of Deeds Office, unless specifically excluded by the CONTRACT. All amendments or revisions to the recorded transportation project plat shall be made in accordance with Wisconsin Statute 84.095, and the transportation project plat guidelines.

- (8) Submit the transportation project plat to the COUNTY and DEPARTMENT for review and approval. The COUNTY will be responsible for the recording of all transportation project plats.

## **M. REAL ESTATE ACQUISITION**

- (1) Provide Real Estate Acquisition Services for approximately 36 parcels (31 Fee Acquisition, 5 Temporary Limited Easement) in accordance with the Federal Uniform Relocation Act and Wisconsin State Statutes.
- (2) Prepare Acquisition Capability Statement for COUNTY to submit to the DEPARTMENT.
- (3) Attend one initial Real Estate Coordination Meeting with COUNTY and DEPARTMENT staff.
- (4) Prepare an introduction letter that will be mailed to all of the property owners along the corridor with the Owner's Rights brochure and information on the project, including:
  - (a) Staking schedule
  - (b) Contact information for the MSA project negotiator
  - (c) Contact information for the Appraiser
- (5) Complete appraisals and list of improvement values for up to sixteen (16) properties within Fee & TLE areas. Provide a review appraisal for the 16 properties. Complete an Expanded Sales Study and Nominal Payment Parcel Report for the remainder of the parcels. Provide a copy for the COUNTY to review.
- (6) Create all parcel files and the owner's packet of documents concurrently with the Offering Price Reports being approved – Negotiation Diary, Offer Letter, TLE or Deed with legal description, Statement to the Construction Engineer, and W-9 Forms for acquisitions. Provide a copy for the COUNTY to review.
- (7) After the offer has been approved by the COUNTY, send an offer package by Certified Mail or meet with the property owner. Follow-up with calls to property owners to answer questions. Meetings, if necessary, will be held virtually or at a location in Dane County.
- (8) Submit payment requests to the COUNTY for negotiated settlements. Distribute the payment from the COUNTY to the property owner. Mail signed documents to the Dane County Register of Deeds.
- (9) Prepare negotiation diary to document coordination with the landowner.
- (10) Electronic Transfer Return form will be created for any fee acquisitions.
- (11) Complete and Submit Certificate of Right of Way documentation to the DEPARTMENT.
- (12) Approved final documents will be entered into READS, the DEPARTMENT'S documentation software.
- (13) If a negotiated settlement can't be reached on an appraised parcel, continuation with the eminent domain process, shall be considered EXTRA SERVICES.
- (14) Condemnation proceedings after the Award of Damages will be done by others.
- (15) Send letters to obtain Releases of Rights from utility companies identified by the design process. Up to 6 utility releases are included. Each release corresponds to a utility parcel on

the final plat. Each utility company is considered one utility parcel consistent on the entire plat. The need for compensable utility relocation is unknown at this time and is not included.

- (16) Review the Title Search or Title Update to determine if a fee or PLE parcel has a mortgage. WisDOT requires a Partial Release of Mortgage for every Fee or PLE parcel with an existing mortgage. Obtain the Partial Releases or Owner Acknowledgment forms based on each mortgage shown on the title report. Up to 12 Partial Releases of Mortgage are included.
- (17) Complete Access Agreements for relocated, combined, and/or cross-access for one access agreement to be coordinated with up to 3 parcels. The access agreements are assumed non-compensable; valuation is not required.
- (18) Items that will be EXTRA SERVICES:
  - a. Acquisition Stage Relocation Plan (ASRP)
  - b. Encroachments requiring Revocable Occupancy Permits or Letters of Removal
  - c. Fixture Appraisal

## **N. TRAFFIC**

- (1) Traffic data collection
  - (a) Collect 14-hour intersection turning movement counts at the following intersections:
    - i. County M and East Willow Road
    - ii. County M and Blue Bill Park Drive
  - (b) Supplement collected traffic data with video data collected in September 2018 at County M and East Willow Road.
  - (c) Compare 2020 traffic data at the Blue Bill Park Drive intersection to 2020 and 2018 traffic data at East Willow Road intersection and make adjustments to create balanced traffic volume conditions between the two locations.
  - (d) Collect and analyze crash data for the study intersections for the past five years (2015 through 2019).
- (2) Traffic forecasting

Develop year 2045 peak-hour intersection turning movement forecasts for the East Willow Road and Blue Bill Park Drive intersections for no-build and build (County M constructed with four lanes) conditions.
- (3) Traffic operations analysis
  - (a) Perform weekday morning and weekday afternoon peak hour traffic operations analysis (existing and design year (2045) conditions) for the East Willow Road and Blue Bill Park Drive intersections.
  - (b) Develop traffic operations data and measures of effectiveness using the Highway Capacity Manual (HCM) module of Synchro 10.



- (4) Work zone analysis

Perform work zone traffic operations analysis to evaluate operations along County M and at key project intersections during County M construction. Two (2) traffic control phases will be evaluated to analyze projected delays and queues during construction.

- (5) Documentation

Document methodologies, findings, and conclusions for traffic tasks in a traffic memorandum. Submit draft memorandum for comment by the COUNTY/DEPARTMENT and address comments in the final version.

- (6) Simulate traffic for intersection designs in accordance with the MANUAL and information contained in the following resource:

<https://wisconsin.gov/Pages/doing-bus/local-gov/traffic-ops/programs/analysis/default.aspx>

## **O. SERVICES PROVIDED BY THE COUNTY**

The COUNTY will provide to the CONSULTANT the following for the PROJECT:

- (1) Traffic Signal Timing Plans for Woodland Drive and North Bluebill Parkway Intersections (provided by the City of Madison).
- (2) Traffic control services for soil borings.
- (3) Support staff to assist with live streaming of the virtual PIM.
- (4) Recording of Transportation Project Plat

## **PROSECUTION AND PROGRESS**

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with COUNTY'S internal staff benchmarks, will be reported monthly to the COUNTY. The actual start projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to COUNTY staff. The report can be delivered in electronic format consistent with current COUNTY standards or on paper.

- (2) The CONSULTANT proposes to sublet these services to

SRF Consulting Group: Environmental Documentation, Traffic Analysis, Crash Analysis, Air and Noise Analysis, Public Involvement

CGC, Inc.: Structure Geotechnical Borings, Geotechnical Report

MSA Professional Services, Inc.: Real Estate Acquisition Services, Phase 2/2.5 Hazardous Materials Analysis, Wetland Delineation

Soils & Engineering Services, Inc.: a second-tier subconsultant to MSA Professional services for drilling services to complete Phase 2/2.5 borings

CT Laboratories, LLC: a second-tier subconsultant to MSA Professional services for analysis of Phase 2/2.5 borings

Compass Land Consultants: a second-tier subconsultant to MSA Professional services for appraisal services

Metropolitan Appraisal: a second-tier subconsultant to MSA Professional services for review appraisal services

GJ Miesbauer & Associates: a second-tier subconsultant to MSA Professional services for relocation assistance services (If Authorized)

First American Title: Title Searches

Verbatim: Court Reporter

## SCHEDULE B

- I. CONSULTANT will be compensated by the COUNTY for services provided under this Contract at a lump sum price for all services and for each task on the following basis:

Service	Price
<b>Project Administration, Progress &amp; Coordination Meetings</b>	<b>\$78,076.53</b>
<b>Environmental Report, Coordination &amp; Public Hearing</b>	<b>\$60,455.35</b>
<b>Hazardous Materials Phase 2 and 2.5 Investigation</b>	<b>\$23,085.00</b>
<b>Wetland Delineation</b>	<b>\$19,400.75</b>
<b>Public Involvement, PIMs and Stakeholder Meetings</b>	<b>\$61,838.84</b>
<b>Preliminary and Final Structure Design</b>	<b>\$102,967.91</b>
<b>Traffic Signals (Temporary &amp; Permanent) Design</b>	<b>\$65,400.77</b>
<b>Street Lighting Design</b>	<b>\$21,939.35</b>
<b>Final Roadway Design &amp; Project P.S. &amp; E Package</b>	<b>\$338,306.97</b>
<b>Survey</b>	<b>\$25,723.29</b>
<b>Geotechnical Investigation &amp; Report</b>	<b>\$125,855.00</b>
<b>Transportation Project Plat</b>	<b>\$55,349.44</b>
<b>Utility and Railroad Coordination</b>	<b>\$35,022.23</b>
<b>Real Estate Acquisition</b>	<b>\$172,631.41</b>
<b>Traffic Analysis</b>	<b>\$46,585.17</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,232,638.01</b>

- II. The CONSULTANT shall submit invoices, monthly during the progress of the Services, for partial payment on account, for the authorized Services completed to date. Invoices shall also include documentation of individual employees who worked on the project, hours worked, pay rate and task performed. Progress reports documenting the extent of completed services shall be prepared by the CONSULTANT. The COUNTY shall make payments due within 60 days of the receipt of the invoice.
- III. In no event shall the CONSULTANT be paid more than the sum of \$1,232,638.01 without a written amendment to this CONTRACT.

## **SCHEDULE C**

- I. The Consultant shall complete the following reports based on the start of August 17, 2020:

<b>Report Title</b>	<b>Date</b>
Encroachment Report	September 2020
Roadside Hazard Analysis	September 2020
Structure Survey Reports	October 2020
Public Involvement Meeting #1	October 2020
Soils Report	December 2020
Intersection Control Evaluation Reports	January 2021
Public Hearing	January 2021
Final Pavement Design Report	January 2021
Preliminary Structure Plan	January 2021
Environmental Report	February 2021
Slope Intercepts & Preliminary Plat	March 2021
Public Involvement Meeting #2	May 2021
Preliminary Road Plan (60%)	June 2021
60% Plan Review Meeting	July 2021
Design Study Report	July 2021
Right-Of-Way Plat(s)	July 2021
Transportation Management Plan	July 2021
Final Structure Plans	September 2022
Public Involvement Meeting #3	October 2022
Final Road Plans (90%)	November 2022
90% Plan Review Meeting	December 2022
Final P.S. & E.	May 2023

## Consultant Weighted Direct Labor Rates

**Project:** 5954-00-02 CTH M Final Design

**Classification:** Project Manager

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
9835	\$52.00	25.00%	\$13.00
1101	\$48.00	70.00%	\$33.60
9828	\$52.50	5.00%	\$2.63
<b>TOTAL</b>		100.00%	\$49.23

**Classification:** Project Engineer

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
151	\$42.00	75.00%	\$31.50
459	\$52.00	5.00%	\$2.60
1091	\$37.50	15.00%	\$5.63
1603	\$48.25	5.00%	\$2.41
<b>TOTAL</b>		100.00%	\$42.14

**Classification:** Engineer

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
1822	\$30.50	25.00%	\$7.63
2051	\$29.50	50.00%	\$14.75
0984	\$37.50	10.00%	\$3.75
1940	\$29.50	5.00%	\$1.48
1602	\$48.25	5.00%	\$2.41
1311	\$34.50	5.00%	\$1.73
<b>TOTAL</b>		100.00%	\$31.75

**Classification:** Cad Tech

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
0048	\$34.00	75.00%	\$25.50
0043	\$35.30	25.00%	\$8.83
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
<b>TOTAL</b>		100.00%	\$34.33

## Consultant Weighted Direct Labor Rates

**Project:** 5954-00-02 CTH M Final Design  
**Classification:** Environ Specialist

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
0874	\$38.50	75.00%	\$28.88
1608	\$39.00	25.00%	\$9.75
<b>TOTAL</b>		100.00%	\$38.63

**Classification:** Structural Engineer

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
1714	\$51.75	50.00%	\$25.88
1823	\$30.15	35.00%	\$10.55
2050	\$30.00	15.00%	\$4.50
<b>TOTAL</b>		100.00%	\$40.93

**Classification:** Survey

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
0153	\$41.50	20.00%	\$8.30
1936	\$25.00	40.00%	\$10.00
1834	\$25.00	40.00%	\$10.00
<b>TOTAL</b>		100.00%	\$28.30

**Classification:** Plat

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
1611	\$32.50	75.00%	\$24.38
9522	\$47.50	25.00%	\$11.88
<b>TOTAL</b>		100.00%	\$36.26

**Classification:** Admin

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
0050	\$30.80	100.00%	\$30.80
		0.00%	\$0.00
<b>TOTAL</b>		100.00%	\$30.80

**Summary of Staff Hours and Direct Labor Costs - KL Engineering, Inc.**

**PROJECT TOTAL**

**Project:**                      **5954-00-02**                      **CTH M Final Design**

Classification			Project Manager		Project Engineer		Engineer		Cad Tech		Environ Specialist		Structural Engineer		Survey		Plat		Admin		Total Direct Labor	
Avg. Hourly Wage			\$51.71		\$44.26		\$33.36		\$36.06		\$40.58		\$42.99		\$29.73		\$38.09		\$32.35			
Outline	Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
1	Project Administration, Progress & Coordination Meetings	887	257	\$13,289.47	129	\$5,709.54	98	\$3,269.28	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$304.72	0	\$0.00	492	\$22,573.01
2	Environmental Documentation and Agency Coordination	769	16	\$827.36	12	\$531.12	4	\$133.44	8	\$288.48	64	\$2,597.12	0	\$0.00	0	\$0.00	0	\$0.00	4	\$129.40	108	\$4,506.92
3	Hazardous Materials Phase 2 and 2.5 Investigation	884	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	\$0.00	0	\$0.00
4	Wetland Delineation	766	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	\$0.00	0	\$0.00
5	Public Involvement, PIMs and Stakeholder Meetings	743	182	\$9,411.22	172	\$7,612.72	48	\$1,601.28	20	\$721.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	46	\$1,488.10	468	\$20,834.52
6	Preliminary and Final Structure Design	656	0	\$0.00	0	\$0.00	0	\$0.00	208	\$7,500.48	0	\$0.00	656	\$28,201.44	0	\$0.00	0	\$0.00	0	\$0.00	864	\$35,701.92
7	Traffic Signals (Temporary & Permanent) Design	785	0	\$0.00	52	\$2,301.52	200	\$6,672.00	380	\$13,702.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	632	\$22,676.32
8	Street Lighting Design	830	16	\$827.36	0	\$0.00	80	\$2,668.80	114	\$4,110.84	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	210	\$7,607.00
9	Final Roadway Design & Project P.S. & E Package	776	173	\$8,945.83	1365	\$60,414.90	687	\$22,918.32	338	\$12,188.28	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$323.50	2573	\$104,790.83
10	Survey	723	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	300	\$8,919.00	0	\$0.00	0	\$0.00	300	\$8,919.00
11	Geotechnical Investigation & Report	208	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	\$0.00	0	\$0.00
12	Transportation Project Plat	745	0	\$0.00	0	\$0.00	0	\$0.00	106	\$3,822.36	0	\$0.00	0	\$0.00	0	\$0.00	274	\$10,436.66	0	\$0.00	380	\$14,259.02
13	Utility and Railroad Coordination	746	37	\$1,913.27	171	\$7,568.46	56	\$1,868.16	22	\$793.32	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	286	\$12,143.21
14	Real Estate Acquisition	773	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	\$0.00	0	\$0.00
15	Traffic Analysis	268	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	\$0.00	0	\$0.00
<b>TOTAL:</b>			<b>681</b>	<b>\$35,214.51</b>	<b>1901</b>	<b>\$84,138.26</b>	<b>1173</b>	<b>\$39,131.28</b>	<b>1196</b>	<b>\$43,127.76</b>	<b>64</b>	<b>\$2,597.12</b>	<b>656</b>	<b>\$28,201.44</b>	<b>300</b>	<b>\$8,919.00</b>	<b>282</b>	<b>\$10,741.38</b>	<b>60</b>	<b>\$1,941.00</b>	<b>6313</b>	<b>\$254,011.75</b>

**Consultant Individual Direct Labor Rates - KL Engineering, Inc.**

**Project:**                      **5954-00-02**                      **CTH M Final Design**

Employee ID(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase (f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
9835, 1101, 9828	Project Manager	\$49.23	2.60%	\$50.51	1/1/2021	20.00%	0.00%	\$9.85
0151, 0459, 1091, 1603	Project Engineer	\$42.14	2.60%	\$43.24	1/1/2021	20.00%	0.00%	\$8.43
1822, 2051, 0984, 1940, 1602, 1311	Engineer	\$31.75	2.60%	\$32.58	1/1/2021	20.00%	0.00%	\$6.35
0048, 0043	Cad Tech	\$34.33	2.60%	\$35.22	1/1/2021	20.00%	0.00%	\$6.87
'0874,1608	Environ Specialist	\$38.63	2.60%	\$39.63	1/1/2021	20.00%	0.00%	\$7.73
1714, 1823, 2050	Structural Engineer	\$40.93	2.60%	\$41.99	1/1/2021	20.00%	0.00%	\$8.19
0153, 1936, 1834	Survey	\$28.30	2.60%	\$29.04	1/1/2021	20.00%	0.00%	\$5.66
1611, 9522	Plat	\$36.26	2.60%	\$37.20	1/1/2021	20.00%	0.00%	\$7.25
9835, 1101, 9828	Project Manager	\$50.51	2.60%	\$51.82	1/1/2022	0.00%	50.00%	\$25.91
0151, 0459, 1091, 1603	Project Engineer	\$43.24	2.60%	\$44.36	1/1/2022	0.00%	50.00%	\$22.18
1822, 2051, 0984, 1940, 1602, 1311	Engineer	\$32.58	2.60%	\$33.43	1/1/2022	0.00%	50.00%	\$16.72
0048, 0043	Cad Tech	\$35.22	2.60%	\$36.14	1/1/2022	0.00%	50.00%	\$18.07
'0874,1608	Environ Specialist	\$39.63	2.60%	\$40.66	1/1/2022	0.00%	50.00%	\$20.33
1714, 1823, 2050	Structural Engineer	\$41.99	2.60%	\$43.08	1/1/2022	0.00%	50.00%	\$21.54
0153, 1936, 1834	Survey	\$29.04	2.60%	\$29.80	1/1/2022	0.00%	50.00%	\$14.90
1611, 9522	Plat	\$37.20	2.60%	\$38.17	1/1/2022	0.00%	50.00%	\$19.09
0050	Admin	\$31.60	2.60%	\$32.42	1/1/2022	0.00%	50.00%	\$16.21
9835, 1101, 9828	Project Manager	\$51.82	2.60%	\$53.17	1/1/2023	0.00%	30.00%	\$15.95
0151, 0459, 1091, 1603	Project Engineer	\$44.36	2.60%	\$45.51	1/1/2023	0.00%	30.00%	\$13.65
1822, 2051, 0984, 1940, 1602, 1311	Engineer	\$33.43	2.60%	\$34.30	1/1/2023	0.00%	30.00%	\$10.29
0048, 0043	Cad Tech	\$36.14	2.60%	\$37.08	1/1/2023	0.00%	30.00%	\$11.12
'0874,1608	Environ Specialist	\$40.66	2.60%	\$41.72	1/1/2023	0.00%	30.00%	\$12.52
1714, 1823, 2050	Structural Engineer	\$43.08	2.60%	\$44.20	1/1/2023	0.00%	30.00%	\$13.26
0153, 1936, 1834	Survey	\$29.80	2.60%	\$30.57	1/1/2023	0.00%	30.00%	\$9.17
1611, 9522	Plat	\$38.17	2.60%	\$39.16	1/1/2023	0.00%	30.00%	\$11.75
0050	Admin	\$32.42	2.60%	\$33.26	1/1/2023	0.00%	30.00%	\$9.98
	<b>SUMMATION</b>							
9835, 1101, 9828	Project Manager							\$51.71
0151, 0459, 1091, 1603	Project Engineer							\$44.26
1822, 2051, 0984, 1940, 1602, 1311	Engineer							\$33.36
0048, 0043	Cad Tech							\$36.06
'0874,1608	Environ Specialist							\$40.58
1714, 1823, 2050	Structural Engineer							\$42.99
0153, 1936, 1834	Survey							\$29.73
1611, 9522	Plat							\$38.09
0050	Admin							\$32.35

**Contract Completion Date 10/1/2023**



## Fee Computation Summary by Engineering Task - KL Engineering, Inc.

### PROJECT TOTAL

**Project:** 5954-00-02    **CTH M Final Design**

Outline	Task	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit*	Direct Expenses	Total
1	Project Administration, Progress & Coordination Meetings	\$22,573.01	\$37,450.88	\$5,078.93	\$0.00	\$65,102.82
2	Environmental Documentation and Agency Coordination	\$4,506.92	\$7,477.43	\$1,014.06	\$0.00	\$12,998.41
3	Hazardous Materials Phase 2 and 2.5 Investigation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Wetland Delineation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Public Involvement, PIMs and Stakeholder Meetings	\$20,834.52	\$34,566.55	\$4,687.77	\$1,750.00	\$61,838.84
6	Preliminary and Final Structure Design	\$35,701.92	\$59,233.06	\$8,032.93	\$0.00	\$102,967.91
7	Traffic Signals (Temporary & Permanent) Design	\$22,676.32	\$37,622.28	\$5,102.17	\$0.00	\$65,400.77
8	Street Lighting Design	\$7,607.00	\$12,620.77	\$1,711.58	\$0.00	\$21,939.35
9	Final Roadway Design & Project P.S. & E Package	\$104,790.83	\$173,858.47	\$23,577.94	\$0.00	\$302,227.24
10	Survey	\$8,919.00	\$14,797.51	\$2,006.78	\$0.00	\$25,723.29
11	Geotechnical Investigation & Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Transportation Project Plat	\$14,259.02	\$23,657.14	\$3,208.28	\$225.00	\$41,349.44
13	Utility and Railroad Coordination	\$12,143.21	\$20,146.80	\$2,732.22	\$0.00	\$35,022.23
14	Real Estate Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Traffic Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>		<b>\$254,011.75</b>	<b>\$421,430.89</b>	<b>\$57,152.66</b>	<b>\$1,975.00</b>	<b>\$734,570.30</b>

Home Office Overhead Rate:

1.6591

Percent Profit:

9.00%

\*Fixed Fee calculated using 1.5 multiplier

## Direct Expenses by Item - KL Engineering, Inc.

Project:            5954-00-02

CTH M Final Design

Outline	Task Code	Item	Unit Amount	Unit Type	Rate	Total Expenses
5	743	Mileage	0	mile	\$0.575	\$0.00
		Meals	0	each	\$13.00	\$0.00
		Lodging		night	\$94.00	\$0.00
		<b>Printing/Mailing</b>	<b>1</b>	<b>each</b>	<b>\$1,750.00</b>	<b>\$1,750.00</b>
12						
	745	Mileage		mile	\$0.575	\$0.00
		Meals		each	\$13.00	\$0.00
		Lodging		night	\$94.00	\$0.00
	<b>Recording Fees</b>	<b>9</b>	<b>each</b>	<b>\$25.00</b>	<b>\$225.00</b>	
<b>TOTAL</b>						<b>\$1,975.00</b>

## Consultant Contract Total Fee Computation - KL Engineering, Inc.

<b>Project ID</b>	<b>5954-00-02</b>				<b>Total for Contract</b>
<b>Number of Staff Hours</b>	6313				<b>6313</b>
<b>Total Direct Labor</b>	\$254,011.75				<b>\$254,011.75</b>
<b>Total Overhead Costs</b>	\$421,430.89				<b>\$421,430.89</b>
<b>Fixed Fee/Profit</b>	\$57,152.66				<b>\$57,152.66</b>
<b>Direct Expenses</b>	\$1,975.00				<b>\$1,975.00</b>
<b>Subtotal</b>	<b>\$734,570.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$734,570.30</b>
<b>CGC</b>	\$125,855.00				<b>\$125,855.00</b>
<b>MSA (Wetland Delineation &amp; Haz. Mat. Phase 2/2.5)</b>	\$42,485.75				<b>\$42,485.75</b>
<b>MSA (RE Acquisition)</b>	\$172,631.41				<b>\$172,631.41</b>
<b>SRF</b>	\$140,595.55				<b>\$140,595.55</b>
<b>First American Title Search</b>	\$14,000.00	Based on \$300/ea. Updates~\$50.00 each and reqd prior to acquiring			<b>\$14,000.00</b>
<b>Verbatim (Court Reporter)</b>	\$2,500.00	Estimated cost.			<b>\$2,500.00</b>
<b>TOTAL COST (Rows 5-8, Subs):</b>	<b>\$1,232,638.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,232,638.01</b>

Mr. Gerry Schmitt  
KL Engineering  
5400 King James Way, Suite 200  
Madison, WI 53719  
(email: gschmitt@klengineering.com)

**PROPOSAL No. C977.180-R3**  
**DATE:** July 20, 2020  
**Re: Proposal for Geotechnical Services**  
Proposed CTH M Reconstruction/Widening – Final Design Phase  
Oncken Road to STH 113  
Westport, Wisconsin

## PROJECT DESCRIPTION AND CONSIDERATIONS

We understand that CTH M from Oncken Road to STH 113 (about 2.5 miles) will be reconstructed and widened to four lanes as a WisDOT local program project. CGC previously provided a Subsurface Exploration and Evaluation for this project during the preliminary design phase (CGC Project No. C18280). The project is now moving into the final design phase. As part of the final design phase there are a number of items that are being considered for additional exploration and evaluation which are outlined below. It is understood the project will follow WisDOT/AASHTO LRFD methodology.

- **Item 1 – New Bridge Structure.** A new eastbound bridge just south of the existing bridge crossing over Six Mile Creek. The bridge is proposed to be a 2-span bridge which will be pile supported at end abutments and a center pier. Typically, it is required by WisDOT to perform a boring at each substructure unit. The center pier will be in 6 Mile Creek which will require a boring performed from a barge. Placement of the barge would be facilitated by a mobile crane working from the top of the CTH M bridge. Water depth would need to be between 2.5 and 20 ft with waves less than 1 ft to safely accommodate the barge, which appears feasible at the intended location. *This operation would require flagging traffic on CTH M for 2 to 3 hours both during placement and retrieval of the barge and drill rig. Traffic would require the flagging operation to be done by Dane County Highway Department around the work area during these times.* Additionally, due to soft, wet ground surface conditions, placement of temporary timber matting is proposed to access the abutment boring locations and would be coordinated by the soil boring contractor.
- **Item 2 – Box Culvert Extension.** An approximate 50 ft long extension onto the west side of the existing box culvert at the Dorn Creek crossing. It is understood that the existing box culvert is supported by a concrete base supported by the soil subgrade. The extension is proposed to be supported similarly by a concrete base supported by the soil subgrade. Tree/brush clearing will be performed by the soil boring contractor to access the intended boring location for this structure.
- **Item 3 – Retaining Walls.** Two (2) new retaining walls to the north of the existing bridge over Six Mile Creek (one on the west and one on the east) to retain embankment widening for a new snowmobile trail that is proposed. Although final design details have not been established at this time, it is anticipated that the walls will be about 15 ft north of the existing bridge and about 8 to 10 ft tall. Based upon existing soils information it is anticipated that the walls may be constructed as post and panel walls or sheet pile walls. The use of MSE or other wall types have not been considered in developing the proposed scope. 2 borings were considered to be performed for each retaining wall structure. However, it appears that a barge would be required in order to get close to the proposed retaining wall alignments. However, no feasible access for the barge and drill rig to these locations is available based upon site constraints. Alternatively, it is proposed to utilize the abutment borings from the existing bridge, supplemented with 2 additional borings performed from the top and/or bottom of the CTH M embankment.
- **Item 4 – Bridge Approach Embankments at 6 Mile Creek.** As identified in the previous exploration, road widening will be occurring in this area where there are significantly deep organic soils. Due to the depth of these soils, complete removal and replacement is not anticipated to be a feasible method for construction. In place stabilization with Geopiers or Deep Soil Mixing is generally very expensive. Thus, as the most practical and economically feasible option, it would be proposed to construct the embankments by performing partial marsh excavation and stabilization with heavy geogrid and select crushed material, followed by a staged filling and settlement delay process in order to establish the new embankments, since these areas will likely induce fairly significant settlement due to receiving fairly substantial new fills on the order of up to about 8 to 10 ft. To support this methodology and evaluation, previously performed boring data and the borings proposed for the new Six Mile Creek bridge will be utilized, as well possible marsh probe supplementation. Therefore, no new borings will be performed for this item in this phase. Along with overall and differential settlement concerns, an additional concern for embankments placed over weak organic soils is the global stability of the embankment. As such, this aspect will also require evaluation, unless an alternative method for embankment support were to be chosen.

- **Item 5 – Schlect and Munz Properties.** The new proposed CTH M alignment will jog to the north to avoid conflict with the Schlect and Munz properties between about Stations 240+00 and 350+00. It is understood that additional exploration for pavement cross section design is desired within this portion of the project.
- **Item 6 – Road Widening Embankment at Woodland Drive.** As identified in the previous exploration, road widening will be occurring in this area where there are significantly deep organic soils. Due to the depth of these soils, complete removal and replacement is not anticipated to be a feasible method for construction. In place stabilization with Geopiers or Deep Soil Mixing is generally very expensive. Thus, as the most practical and economically feasible option, it would be proposed to construct the embankments by performing partial marsh excavation and stabilization with heavy geogrid and select crushed material, followed by a staged filling and settlement delay process in order to establish the new embankments. To support this methodology and evaluation, additional exploration is proposed. This boring would be accessed from temporary timber matting. Along with overall and differential settlement concerns, an additional concern for embankments placed over weak organic soils is the global stability of the embankment. As such, this aspect will also require evaluation, unless an alternative method for embankment support were to be chosen.
- **Item 7 – Marsh Probes.** Various areas throughout the alignment were identified as containing poor soils for embankment construction. In order to supplement the previous borings and to aid in identifying the approximate potential limits of these areas, it is proposed that a series of marsh probes be performed. It is proposed that an allowance of up to 40 marsh probes be established

**SCOPE OF SERVICES**

Based on the foregoing, we propose to drill 11 Standard Penetration Test (SPT) soil borings to depths ranging from 10 to 110 ft. The borings are summarized in the following table.

Item #	Boring Locations	Boring Quantity	Proposed Boring Depth (feet)
1	Bridge - 6 Mile Creek Eastbound (End Abutments)	2	110
1	Bridge - 6 Mile Creek Eastbound (Center Pier)	1	110
2	Box Culvert Extension - Dorn Creek	1	50
3	West Retaining Wall at 6 Mile Creek	1	40
3	East Retaining Wall at 6 Mile Creek	1	30
4	Bridge Approach Embankments at 6 Mile Creek	-	-
5	Portion of Road North of Munz/Schlect Properties	4	10
6	Road Widening Embankment on Woodland Drive	1	40
7	Marsh Probes Allowance (various locations to be determined)	40	5-10±

Borings will be performed with a rotary drill rig to the proposed depths or auger refusal, whichever occurs first. Although not anticipated, rock coring may be required for bridge borings (Item 1) if refusal is encountered, depending on conditions of the overburden soils. A total of up to 530 ft of drilling is proposed.

- Soil samples will be obtained at 2.5-ft intervals to 10 ft, and at 5 ft intervals thereafter.
- Rock coring would include a 5-ft core run into refusal materials, if required.
- Borings will be backfilled in accordance with WDNR regulations. Borings performed in pavement will be patched with asphalt cold patch.
- Traffic control to include traffic signs (work ahead). Flaggers are assumed not to be required. However, if required it is assumed that this will be provided by Dane County similar to the previous phase. It is also assumed that any traffic detours would be set up and managed by Dane County.
- We have included a lab work allowance for up to 30 natural moisture contents, three Atterberg limits, five organic contents, and 4 soil unit weight determinations.
- Contact Diggers Hotline for all boring locations.

- CGC proposes to prepare four (4) separate reports providing the requested geotechnical evaluation and recommendations. The individual reports will address: (1) the box culvert extension at Dorn Creek; (2) the new eastbound bridge over 6 Mile Creek; (3) the retaining walls for the embankment widening on the north side at 6 Mile Creek; and (4) the new embankments for the bridge approaches at 6 Mile Creek and the new embankment at Woodland Drive. The reports will follow WisDOT/AASHTO LRFD methodology to address foundation support, estimated settlements, and global stability, as required.

**SPECIAL TERMS**

- We assume that the borings will require a track-mounted drill rig.
- Permits for work within County ROW to be obtained by drilling and matting contractors.
- Flagging for traffic control and placement of detours (if required for placement of barge and other soil borings) will be provided by Dane County similar to previous phase.
- Signage and Flagging for placement and removal of matting provided by matting contractor.
- Restoration with wetland seed mix and ditch seed mix included in timber matting scope.
- We assume client will locate the borings in the field and provide ground surface elevations.
- No landscape repairs (including rutting) have been included in our estimate, which are considered beyond the scope of services.
- We assume that private utilities (utilities not located through Diggers Hotline, such as private electric, etc.) will be located by (or through) the client or county. If needed, CGC can arrange for a private utility locate for an additional cost.
- Accurate cross sections of the proposed road embankments (depicting existing and proposed grades) will be required for analysis.
- Rock coring (if refusal conditions were encountered) would not be performed at bridge center pier location due to barge logistics.

**ESTIMATED COSTS** (rates per Rate Schedule A)

<b>Scope Item</b>	<b>Estimated Cost</b>
Mobilization and Drilling for Center Pier Barge Boring in Item 1	<b>\$26,500.00</b>
Mobilization and Drilling for Items 1, 2, 3, 5 (excluding Barge Boring)	<b>\$14,180.00</b>
Placing/Removing Timber Matting, Signage & Flagging, and Restoration for Item 1 (Six Mile Creek Area) – Assumes 4 days rental period	<b>\$49,465.00*</b>
Mobilization and Drilling for Item 6 (Woodland Drive)	<b>\$2,050.00</b>
Add. Cost for Placing/Removing Timber Matting, Signage & Flagging, and Restoration for Item 6 (Woodland Drive) – Assumes 1 day rental period	<b>\$13,140.00</b>
Performance of Marsh Probes – Item 7 (Allowance)	<b>\$1,200.00</b>
Laboratory Testing (Allowance)	<b>\$670.00</b>
Coordination, Evaluation, Engineering, Reporting, Review, Admin.	<b>\$16,000.00</b>
Meeting Attendance (Assume 6 meetings of 4 hours each at client office location)	<b>\$2,650.00</b>

**\*Cost assumes bridge end abutment borings to be done during the winter season such that the ground freezes to the extent that the bridge borings can be accessed using 30% less matting than in an unfrozen condition.**

Our work will be invoiced on a time-plus-expenses basis according to our current rate schedule. Rock Coring (if required) would be charged at \$330.00 per setup, \$60.50 a foot for core advancement, and casing advancement of \$7.70/ft. Rock coring would not be performed at the barge boring. Additional matting rental fees of \$625.00 per day may apply if delays are experienced due to inclement weather or other factors beyond the control of the drilling contractor, and depending on subsurface conditions encountered.

**COMPLETION SCHEDULE**

Drilling can typically be scheduled within about two to three weeks of the notice to proceed, pending Diggers Hotline clearance and depending on driller, matting and barge availability/lead time. Drilling is expected to require about 11 days to complete. The

geotechnical reports can typically be completed within about three to four weeks after drilling for each item is finished, with draft soil boring logs available about one to two weeks after drilling, if desired.

**ACCEPTANCE**

**Prior to authorizing CGC, Inc. to begin with the work outlined within the scope of services defined in the above proposal, please review the terms and conditions presented on the attached General Conditions for Professional Services. Signing this proposal will be considered authorization for CGC, Inc. to proceed.**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted by: TAC Date: July 20, 2020  
CGC, Inc.

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

By: Ted A. Cera  
Ted A. Cera, P.E.

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

Title: Senior Consulting Professional

Please return one copy for our records

Attachments: Rate Schedule A  
General Conditions

**2020 SCHEDULE OF FEES AND CHARGES  
CONSTRUCTION TESTING/GEOTECHNICAL SERVICES**

**CGC, INC.  
MADISON, WISCONSIN  
SCHEDULE A**

**I. Hourly Rates for Professional and Technical Staff**

Staff Categories	Rate/Hour
Field Technician	
Level A .....	\$ 29.00
Level B .....	39.00
Level C .....	50.00
Level D .....	56.00
Level E .....	63.00
Clerical .....	46.00
Staff Engineer .....	70.00
Senior Staff Engineer or Geologist .....	77.00
Senior Technician .....	77.00
Project Engr. /Manager or Geologist.....	86.00
Consulting Professional .....	96.00
Lab/Field/Office Supervisor .....	107.00
Senior Consulting Professional .....	122.00
Principal/Consulting Professional .....	132.00

Personnel have been classified in the above staff categories based on skill, education and experience levels. Legal consultation rates are doubled.

**II. Field Density Testing**

1. Personnel Charges.....	Per Item I
2. Field Density Test Charges .....	10.00/test
3. Moisture-Density and Relative Density Tests	
a. Modified or Standard Proctor	
1. Sample Preparation (per sample) .....	\$ 35.00
2. Coarse-Grained Soil (per point)	
i. 4 in. mold.....	\$ 27.00
ii. 6 in. mold.....	\$ 37.00
3. Fine-Grained Soil (per point)	
i. 4 in. mold.....	\$ 39.00
ii. 6 in. mold.....	\$ 41.00
b. Relative Density	
1. Dry.....	\$ 110.00
2. Wet .....	\$ 130.00

**III. Concrete Testing**

1. Personnel Charges for Cylinders Made by CGC Technicians.....	Per Item I
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2. Compressive Strength Testing-Cylinders .....	\$ 13.00/cylinder*
(or holding not testing)	
Single Use Molds .....	\$ 3.00/each
Trimming Charges.....	\$ 12.00/each end
3. Cast-in-Place Pull Out Cylinders (CIPPOCS) .....	\$ 30.00/cylinder
Single use molds.....	\$ 35.00/each
Extensions .....	\$ 15.00/each
Trimming charges.....	\$ 10.00/each end
4. Concrete Cylinder Pick-up Service	
(applicable <u>only</u> if unique visit required)	
If done in conjunction with other testing .....	No charge
Separate Site Visit .....	**
5. Consultation on Concrete Problems.....	Per Item I

**IV. Field Testing/Equipment**

1. Coring Machine .....	\$ 100.00/day
2. Generator .....	100.00/day
3. Pavement Saw .....	100.00/day
4. Hammer Drill .....	50.00/day
5. Concrete Field Equipment .....	10.00/day
6. Fire Proofing Bond Test .....	10.00/each
7. Swiss Hammer.....	50.00/day
8. Windsor Probe	
a. Equipment Rental .....	**
b. Test Probes .....	75.00/set of 3
9. Steel Testing	
a. Bolt Testing .....	**
b. NDT-Welded Connections .....	**
10. Dynamic Cone Penetrometer .....	35.00/day
11. Floor Flatness - Dipstick Method .....	***
12. Double Ring Infiltration .....	100.00/set up
13. Photoionization Detector .....	95.00/day
14. Cylinder Cure Box .....	80.00/season
15. Crack Monitors.....	30.00/each
16. Vaprecision Slab Moisture Kits.....	35.00/each
17. Relative Humidity Sleeve/Test	
a. Sleeve/Test .....	85.00/each
b. Readout Machine.....	60.00/day
18. Concrete Maturity Curve Development .....	900.00 est.
19. Maturity Meter Temperature Probes.....	85.00/each
20. Traffic Control Signs.....	150.00/day
21. Grout Sample Box .....	7.00/each

- \* This rate applies only to cylinders prepared by on-site CGC, Inc. representatives.  
Discounted rate be available on large volume projects.  
A rate of \$15.00/cylinder will be applied to all other test specimens.
- \*\* Denotes tests performed on a time and expense (T&E) basis.
- \*\*\* Denotes tests performed on a T&E basis plus dipstick daily charge.

**OTHER TERMS AND CONDITIONS**

**Laboratory Services**

Standard laboratory tests will be at a fixed charge per test. When appropriate, there will be a charge for the time of laboratory personnel associated with the supervision of the testing program and summarizing and plotting of the test data. These personnel time charges will be at the hourly rates for the classification involved. A detailed breakdown of these charges will be supplied on request. The charge for nonstandard tests will be performed on a time-and-materials basis.

**Subcontracts and Equipment Rental**

The cost of services subcontracted by CGC to others, including but not limited to, chemical analysis, test borings, specialty contractors, surveyors, consultants, and equipment rental, e.g., backhoes, bulldozers, and test apparatus, etc., will be charged at cost plus a maximum of 20%.

**Other Direct Non-Salary Expenses**

Other costs incurred by CGC, which are directly identifiable to the project, including, but not limited to: vehicle rental; subsistence; fares of public carriers; special supplies and/or equipment; fees and special project insurance; permits and licenses; shipping charges; tolls and parking; special drafting, stenographic, or printing supplies, including outside printing of photographs, photostats, blueprints, etc., will be charged at cost plus 15%. A report reproduction fee of \$10 per copy will be invoiced. Mileage associated with the project for company-owned vehicles will be charged at 75 cents per mile. Mileage associated with employee-owned vehicles will be charged at the current IRS allowable rate (i.e., 57.5 cents per mile) plus 15% markup.

Use of specialized equipment provided by CGC will be invoiced at a fixed daily or weekly rate. A summary of these rates will be provided on request.

Use of specialized equipment provided by CGC will be invoiced at a fixed daily or weekly rate. A summary of these rates will be provided on request.

**Payment**

Invoices will be submitted monthly and will include the charges incurred during the preceding month. Payment of these invoices is due within thirty (30) days of the invoice date. Late payment may be subjected to interest charges of 1.5% per month.

**This fee schedule contains confidential business information and is  
not to be copied or distributed for any purpose other than  
the use intended in this contract or proposal**



# CGC, Inc.

## GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

### ARTICLE I

#### METHOD OF CHARGING AND PAYMENT CONDITIONS

The method of charging for CGC's services ("Services") shall be on a time and materials basis and shall be based on the Schedule of Fees and Charges in effect when the Services are performed. CGC periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify CGC thereof within fifteen (15) days from date of the invoice, give reasons for the objection and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1-1/2%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by CGC more than thirty (30) days from date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by CGC against Client for invoice amounts not paid, attorneys' fees, court costs and other related expenses shall be paid to the prevailing party by the other party.

Client shall reimburse CGC for any sales, use and value-added taxes which apply to the Services. Client shall reimburse CGC for the amount of such taxes in addition to the compensation due for the Services.

In addition to the above, if payment of CGC invoices is not maintained on a thirty (30) day current basis, CGC may, by ten (10) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

### ARTICLE II

#### CONSTRUCTION PROCEDURES

CGC, except for its own services, shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractor's or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. CGC testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements.

### ARTICLE III

#### RECOGNITION OF RISK

Client recognizes that environmental, geologic, hydrogeologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CGC, and that the limited data result in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

### ARTICLE IV

#### PROFESSIONAL RESPONSIBILITY

CGC represents that the Services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the Services are performed. No other representations to Client, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise.

### ARTICLE V

#### LIMITATIONS OF LIABILITY

The liability of CGC, its employees, agents and subcontractors (hereinafter for purposes of this Article V referred to collectively as "CGC"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims, relating to the Services or to obligations imposed hereunder (hereinafter, "Client's Claims") shall not exceed in the aggregate:

- (1) the total sum of \$100,000 for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract;
- (2) the total sum of \$1,000,000 for Client's Claims arising out of negligence, or other causes for which CGC has any legal liability, other than as described in (1) above.

In no event shall either CGC or Client be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**ARTICLE VI**  
**INDEMNIFICATION**

If any claim is brought against CGC, its employees, agents or subcontractor (hereinafter for purposes of this Article VI referred to collectively as "CGC") and/or Client by a third party relating in any way to the Services, the contribution and indemnification rights and obligations of CGC and Client, subject to the limitations of liability under Article V above, shall be determined as follows:

- (1) if any negligence, breach of contract, or willful misconduct of CGC caused any damage, injury or loss claimed by the third party, then CGC and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors);
- (2) unless CGC was guilty of negligence, breach of contract, or willful misconduct which, in whole or in part, caused the damage, injury or loss asserted in the third party claim, Client shall indemnify CGC against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

**ARTICLE VII**  
**INSURANCE**

CGC agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; and (2) Comprehensive General and Automobile Liability insurance coverage in the sum of not less than \$1,000,000.

**ARTICLE VIII**  
**CLIENT ACTION TO BE TAKEN**

Client shall notify CGC of any known, potential or possible health or safety hazards existing on or near the project site upon which the Services are to be or are being performed. If hazardous conditions are discovered during the performance of the Services that are different in type, amount or concentration from those disclosed to CGC prior to commencement of the Services, then, upon notification, Client and CGC shall equitably adjust the Services and compensation. If the parties are unable to agree on the adjustment, the Services shall be terminated and CGC shall be paid for the portion of the Services performed and reasonable termination charges.

Client shall correctly show, on plans to be furnished to CGC, the location of subsurface structures, such as pipes, tanks, cables and utilities. If the Services require CGC to investigate the location of such underground structures, then consistent with the agreed upon scope of such investigation, CGC shall be obligated to perform the investigation in accordance with reasonable standards of care. CGC shall not be responsible for damage to underground structures which occurs despite the use of such care.

Client shall give CGC prompt written notice of any suspended defect in the Services.

**ARTICLE IX**  
**FORCE MAJEURE**

Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays which cumulatively exceed forty-five (45) days shall, at the option of either party, make the Services subject to termination for convenience or to renegotiation.

**ARTICLE X**  
**ESTIMATED TIME SCHEDULE**

Because of the uncertainties inherent in the Services, time schedules are only estimated schedules and are subject to revision unless specifically described as otherwise herein.

**ARTICLE XI**  
**ESTIMATED CHARGES AND PAYMENT CONDITIONS**

CGC's charges are estimated only and shall not be regarded as "lump sum", "fixed price" or "guaranteed maximum" compensation unless expressly stated as such in writing.



July 28, 2020

Mr. Gerry Schmitt, P.E.  
KL Engineering, Inc.  
5400 King James Way, Suite 200  
Madison, WI 53719

Re: Revised Work Proposal  
CTH M (Oncken Road to STH 113) Final Design, Dane County, WI

Dear Gerry:

Thank you for the opportunity to be a member of the Design Team for the Subject Project. As a subconsultant to KL Engineering, MSA proposes to perform the revised scope of work as described in the attached "MSA Detailed Scope of Services" document for the following Lump Sum schedule of fees based:

Base Scope of Services

Hazardous Materials/Containment Assessments	\$15,125.00
- Subconsultant Geoprobe (SES)	\$5,850.00
- Subconsultant Laboratory (CT Lab)	\$2,110.00
Subtotal	\$23,085.00
Wetland Delineation	\$19,400.75
Subtotal	\$19,400.75
Real Estate Acquisition	\$106,631.41
- Subconsultant Appraisals (Compass Land Services)	\$57,000.00
- Subconsultant Review Appraisals (Metropolitan Appraisal)	\$9,000.00
Subtotal	\$172,631.41
Base Scope Lump Sum Total	\$215,117.16

If Authorized Scope of Services

Hazardous Materials/Containment Assessments	
- Phase 2/2.5 Willow Rd Parcel	\$10,975.00
- Landfill Disposal Profile	\$500.00
- Subconsultant Geoprobe (SES) – Phase 2/2.5 Willow Rd	\$2,510.00
- Subconsultant Laboratory (CT Lab) – Phase 2/2.5 Willow Rd	\$1,410.00
Real Estate Acquisition	
- Subconsultant Relocation Assistance (GJ Miesbauer) Parcel 9	\$10,750.00
- Subconsultant Relocation Assistance (GJ Miesbauer) Parcel 6	\$5,250.00

Sincerely,

MSA Professional Services, Inc.

Kevin J. Ruhland, PE  
Vice President – Mobility

KJR

1702 Pankratz Street  
Madison, WI 53704

P (608) 242-7779  
TF (800) 446-0679  
F (608) 242-5664

www.msa-ps.com

# MSA Detailed Scope of Services

CTH M  
CTH Q – STH 113  
(Oncken Rd to Blue Bill Park Dr)  
Dane County

MSA Professional Services, Inc. (MSA)  
As Subconsultant to KL Engineering, Inc. (KL)

## A. ADMINISTRATION & COORDINATION

1. Administration
  - a. Set up initial invoice and internal project management system.
  - b. Review and prepare invoices monthly.
2. Project Management
  - a. Create, monitor, and update project tasks monthly.
3. Project Coordination
  - a. One MSA staff to attend up to 15 progress meetings via teleconference.
4. Project Close Out
  - a. Prepare and submit a final invoice.

## B. ENVIRONMENTAL DOCUMENTATION

1. Hazardous Materials/Contamination Assessments
  - a. Phase I investigation to be completed by others. Final Phase I report to be provided to MSA prior to conducting Phase 2 or Phase 2.5 investigations. Additional environmental investigations for any properties not explicitly identified in sections B.1.b or B.1.c below are not included.
  - b. Conduct a Phase 2.5 - Environmental Sampling, in accordance with the MANUAL, at 5305 CTH M, Dane County, WI (Parcel ID 80928286808). The site 7.75 acres and is anticipated for full early acquisition, and contains a leaking underground storage tank (LUST) with documented petroleum contamination.
    - i. Per FDM, the Phase 2.5 is done to determine the feasibility of doing a limited clean up in the proposed or existing right of way. This property is an “open” LUST site. MSA review of the WDNR BRRTS site indicates there are no reports showing property conditions downloaded to the BRRTS site. The Phase 1 HazMat report is required prior to beginning Phase 2.5 work to inform the investigation and position test borings on the parcel.
  - c. Conduct a Phase 2 - Environmental Sampling, in accordance with the MANUAL, **IF AUTHORIZED** at 5420 Willow Road, Dane County, WI. If Phase 2 sampling indicates contamination within the existing right-of-way a Phase 2.5 investigation will also completed for the site in accordance with the MANUAL. A maximum of 6 borings are included for combined phase 2/2.5 investigations at this location.

- d. As part of identified Phase 2 or Phase 2.5 Subsurface investigations, MSA will complete the following tasks
  - i. Confirm the proposed design overlaying the property and scope out Phase 2/2.5 test boring locations as appropriate. Coordinate and schedule drilling and laboratory subcontractors. Authority/ability to access to the property from the current owner will be obtained by KL Engineering. Property access is required to schedule the field activities.
  - ii. Perform Phase 2/2.5 test borings as identified to assess the subsurface in the project construction area. The purpose is to determine if contaminated soil and groundwater are present in the construction area and plan for management of the material.
  - iii. Typical testing will include collecting soil and groundwater samples for PVOC + naphthalene, and metals for the purpose of assessing contamination. Groundwater is expected to be shallow and will be tested for VOC and lead. If contaminated soil is encountered, landfill disposal parameters will be collected at one sample and analyzed.
  - iv. Geoprobe® subcontractor Soil and Engineering Services and a WDNR certified laboratory (CT labs) to perform test borings and provide analytical laboratory work. MSA will provide professional staff to manage and perform the field and reporting activities. Before drill rig mobilization, an on-site meeting will be scheduled to mark the soil boring locations, confirm buried utility locations, and confirm street sign requirements for traffic issues.
  - v. Costs for standard road signs (4 signs plus cones) are included. Arrow boards can be provided for an additional fee. Flag person is not included. It is assumed there will not be permit fees to work in the R/W near the property, or if permits are needed, they will be submitted and fees paid by others and permits provided to MSA.
  - vi. Following the completion of the field work and receipt of the laboratory results, a Phase 2.5 Subsurface Investigation and/or a Phase 2 Subsurface Investigation report will be prepared per the FDM as necessary.
  - vii. Assist with contract special provisions with respect to contaminated soil conditions that may affect construction.
- e. Additional Scope of Work Items:
  - i. **IF AUTHORIZED**, assist with landfill disposal profile of contaminated soil that will be excavated and disposed during construction.
  - ii. Work to complete “continuing obligations” as identified by WDNR as part of site closeout is unknown until site investigation and project communications are performed. MSA can assist with completing “continuing obligations” if required as part of a contract amendment.
- f. Dane County acknowledges that MSA Professional Services, Inc. is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a

result of the Hazardous Materials/ Contamination Assessments services performed by MSA under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

C. WETLAND DELINEATION

1. Wetland delineation will be conducted for the following project area as bound by the proposed roadway right-of-way as provided by KL Engineering on April 30, 2020.
  - a. CTH M from Oncken Road to Blue Bill Park Drive
  - b. CTH K from CTH M to a private driveway 2,200 ft west of CTH M.
2. Delineation will be in accordance with the U.S. Army Corps' January 1987 Wetland Delineation Manual (Technical report Y-87-1) and the January 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0).
3. Delineated boundaries and a Wetland Delineation Report will be submitted to the Wisconsin DNR for concurrence by KL Engineering.
4. Determination and exhibits of wetland impacts, the WisDOT Wetland Impact Tracking form, and DNR permitting of impacts will be by KL Engineering. It is anticipated that DNR will provide Water Quality Certification for any wetland or waterway impacts through the normal WisDOT process. Impacts are anticipated to be mitigated at a WisDOT wetland bank through normal procedure.

D. REAL ESTATE ACQUISITION

1. GENERAL UNDERSTANDING: Dane County plans to reconstruct CTH M from Oncken Road to STH 113. STP Urban funds will be used for construction. There will be WisDOT oversight of the Real Estate process. The Real Estate parcel numbers, names and sizes were provided by KL on April 30, 2020. Below the parcels are listed with owner updates from current County GIS.

	Parcel #	Owner	Acquis Type/Acres	Zoning Type (from GIS)	Included Complexity Effort
1	80932180040	Bishops Bay Land Holdings LLC	Fee: 1.23 ac	Ag/Undeveloped	Average
2	80929495009	Inspire Holdings LLC	Fee: 1.23 ac	County Exempt	Average
3	80929480006	WI DNR*	Fee: 2.34 ac	Exempt	Average
4	80929196609	Nathaniel P Coleman	Fee: 0.56 ac TLE: 0.52 ac	Residential/Ag	Average
5	80929199704	James E Prochaska	TLE: 0.14 ac	Residential/Ag	Average
6	80929199900	Jerin P Robertson (currently "Jordan L Montgomery and Stefan R Gebauer")	Fee: 0.19 ac TLE: 0.07 ac (potential total acquisition)	Residential (possible personal property on site)	Average
7	80929183604	Jerin P Robertson (currently "Jordan L Montgomery and Stefan R Gebauer")	TLE: 0.06 ac	Residential (house)	Average
8	80929183908	Douglas Thomas (currently "Douglas Thomas Shillinglaw")	TLE: 0.01 ac	Residential	Average

9	80928286808	Unknown (Westport Corners, LLC)	Fee: 7.74 ac (Early - Total Acquis)	Commercial	Average
10	80928286504	Jacqueline M Statz	Fee: 0.08 ac	Residential	Average
11	80929184701	Michael J Cupp	Fee: 0.07 ac	Residential	Average
12	80929101090 80929101000 80929101030 80929101060	<b>Condominium (4)</b> Advanced Concrete Properties LLC Thomas Finhert Mendota Tr Mendota Tr	Fee: 0.10 ac	Commercial	Average
13	80929101590 80929101560 80929101500 80929101560	<b>Condominium (4)</b> Torger Mikkelson Janfort LLC Patrick Heany Loeffelholz Tr	Fee: 0.04 ac	Commercial	Average
14	80929100050 80929100010 80929100030	<b>Condominium (3)</b> Linmorlex LLC Holiday Warehouses LLC Janfort LLC	Fee: 0.07 ac	Commercial	Average
15	80928285005	Donald G Olson (GIS also lists "Linda K Olson")	Fee: 1.87 ac	Residential/ Commercial	Average
16	80928385602	WI DNR*	Fee: 0.69 ac	Exempt	Average
17	80928290508	Richard G Smith (also "Nancy M Smith")	Fee: 0.11 ac	Residential/Ag	Average
18	80928288100	Richard G Smith (also "Nancy M Smith")	Fee: 3.51 ac	Ag	Average
19	80929181300	Douglas T Shillinglaw, Luann M Washa-Shillinglaw	Fee: unknown ac	Ag & "Other"	Average
20	80929180358	Lori A Purdy, Dana C Purdy	Fee: unknown ac	Residential	Average
21	80920495007	Kenneth J Hellenbrand, Jacqueline Anne Hellenbrand	Fee: unknown ac	Ag, Ag Forest	Average
22	80928185006	Munz Investments LLC	Fee: 0.14 ac	Ag, Ag Forest, "Other"	Average
23	80921493105	Munz Investments LLC	Fee: 0.25 ac	Residential	Average
24	80921497405	Stephen L Schlecht, Marianne M Schlecht	Fee: 0.31 ac	Residential, Ag	Average
25	80922391510	Town of Westport	Fee: 0.34 ac	Exempt	Average
26	80922394407	Herman J Wipperfurth, N C Wipperfurth Properties LLC	Fee: 0.05 ac	Commercial	Average
27	80922385010	WisDNR*	TLE: 0.33 ac	Exempt	Average
28	80922361660	<b>Condominium – 100 owners</b> Yahara Crossing LLC	TLE: 0.29 ac	Residential	Average
29	80928280000	WisDNR*	Fee: 1.29 ac	Exempt	Average
30	80921485409	Lena LLC	Fee: 2.76 ac	Ag, Ag Forest	Average
31	80921495005	Town of Westport	Fee: 0.74 ac	Exempt	Average
32	80922391510	Town of Westport	Fee: 0.73 ac	Exempt	Average
33	80922391651	Bethel S Berg	Fee: 0.05 ac	Residential	Average
34	80922385010	WisDNR*	Fee: 0.76 ac	Exempt	Average
35	80922380010	Whitehouse Associates LLC	Fee: 0.60 ac	Undeveloped	Average
36	80922383950	Whitehouse Associates LLC	(potential total acquisition)	Commercial	Average

\*\* = DNR parcel complexity assumes 5 parcels, using one entity at DNR with whom to coordinate.

Scope assumptions:

- a. 36 Parcels Total
    - i. 31 involve Fee
    - ii. 5 are TLE-only
  - b. Work by KL Engineering, not included: Plat, descriptions on conveyance documents, Relocation Order, Title work, Appraisal staking and final monumentation.
  - c. Assume average complexity coordination for all real estate services.
  - d. Assume appraisals on up to 16 parcels, and an Expanded Sales Study and Nominal Payment Parcel Report for the remainder of parcels, in base cost.
  - e. Review appraisals included for 16 appraisals.
2. Project Schedule, based on the following assumptions:
- a. The Relocation Order document for the one Early Acquisition Parcel will be provided by KL to the county for the County Clerk to file by September 15, 2020. The work will start upon receiving a copy of this filed document.
  - b. The Relocation Order document for the remaining parcels will be provided by KL to the county for the County Clerk to file by June 1, 2021. The work will start upon receiving a copy of this filed document.
  - c. The desired timeframe for completion of the Early Acquisition Parcel 80928286808 is March 15, 2021.
  - d. The desired timeframe for completion of the remaining parcels is November 1, 2022.
  - e. Schedule based on letting the project in April 2023. Construction anticipated for 2023.
  - f. Delay to the Relocation Order filing dates (R/E Acquisition start) may result in a similar delay to the Acquisition completion dates.

The approximate Completion Date assuming a negotiated settlement for a one-owner property usually requires a minimum of 150-180 days after the start of the acquisition process. Multi-party owner/condominiums or the eminent domain process are not included and would add additional time. The typical timeline for the process is shown in the table below:

<b>Task Description</b>	<b>Days after Relocation Order is filed</b>
Introduction Letter to Property Owners sent prior to staking Right of Way	15-25 days
Appraisals	50-70 days
Offer Package to Owners	55-70 days
Negotiations	70-180 days
Eminent Domain	<i>If desired by County</i>
Days shown are approximate.	

3. Real Estate Acquisition Services will be provided in accordance with the Federal Uniform Relocation Act and Wisconsin State Statutes, and under the Terms and Conditions attached.
  - a. Prepare Acquisition Capability Statement for County to print on their letterhead and to submit to WisDOT.
  - b. Review title reports and title updates, which will be supplied by KL.



- c. General meetings:
  - i. Attendance at one initial R/E Coordination Meeting with county staff, if requested by County, will be by conference call only. Two MSA attendees. Agenda and minutes by the others.
  - ii. Attendance at one Public Information Meetings and one neighborhood coordination meeting is included by one MSA representative. Exhibits, handouts and follow-up notes by others.
- d. Prepare an introduction letter that will be mailed to all of the property owners along with the Owner's Rights brochure and information on the project, including:
  - i. Staking schedule
  - ii. Contact information for the MSA project negotiator
  - iii. Contact information for the Appraiser
- e. Appraisal services and list of improvement values within Fee & TLE areas are being provided by Compass Land Services as subcontracted to MSA. Parcels are expected to be some combination of fee, fee/TLE, TLE. Appraisals included on up to 16 parcels, and an Expanded Sales Study and Nominal Payment Parcel Report for the remainder of parcels, in base cost.
- f. Review appraisals of Compass work products by a separate Review Appraiser Metropolitan Appraisal are included for the 16 appraisals.
- g. The procedures for approving the offers and payment will be coordinated with the County Highway Commissioner/Director.
- h. **IF AUTHORIZED:** An Acquisition Stage Relocation Plan (ASRP) will be prepared for identified parcels by subconsultant Peter Miesbauer of GJ Miesbauer & Associates, Inc., Madison, WI. This relocation specialist will contact the displacee being relocated to determine relocation needs. The relocation specialist will prepare a relocation plan, review with County staff, and submit to the Wisconsin Department of Transportation for approval. Following approval of the plan, the eligible relocation benefits will be calculated by Peter Miesbauer for approval by the County and presented to the displacee. Relocation services by Peter Miesbauer will include advice and assistance to displacee in finding suitable replacement facilities, if required, information on relocation payment entitlements and rights, and help in arranging the move and guidance through the steps in the relocation process. Separate costs for Parcel 9 and Parcel 6 are included **IF AUTHORIZED**. Costs per additional Relocation parcels will be "extra services" requiring a contract amendment.
- i. Fixture appraisal associated with the Early Acquisition Parcel is assumed not required and is not included.

- j. Negotiations
  - i. Create all parcel files and the owner's packet of documents concurrently with the Offering Price Reports and Nominal Payment Parcel Report being approved. Negotiation Diary, Offer Letter, TLE or Deed with legal description, Statement to the Construction Engineer, and W-9 Forms.
  - ii. Send offer package by Certified Mail or meet with the property owner.
  - iii. Provide follow-up calls to property owners to answer questions regarding the information provided.
  - iv. Meetings will be scheduled if requested by property owners to address concerns regarding the project. The meetings are anticipated to be held virtually or locally in Dane County.
  - v. When a negotiated settlement has been reached, a payment request will be provided to the County. The County will provide the check to MSA. MSA will distribute the check to the landowner using regular mail.
  - vi. Prepare negotiation diary to document coordination with the landowner.
  - vii. Mail signed documents to the Dane County Register of Deeds with request to invoice the Dane County Highway Department directly. If invoicing the Highway Department directly is not possible, MSA will pass along recording fees (\$30/document) as an additional cost to the Highway Department.
  - viii. Electronic Transfer Return form will be created for any fee acquisitions.
  - ix. Complete and Submit Certificate of Right of Way documentation to WisDOT.
  - x. Approved final documents will be entered into READS, WisDOT's documentation software, as required by WisDOT.
  - xi. Prepare Federal 1099-S Forms for all parcels.
  
- 4. Utility Releases: Send letters to obtain Releases of Rights from utility companies identified by the design process. Up to 6 utility releases are included. Each release corresponds to a utility parcel on the final plat. Each utility company is considered one utility parcel consistent on the entire plat. The need for compensable utility relocation is unknown at this time and is not included.
  
- 5. Partial Release of Mortgage: MSA will review the Title Search or Title Update to determine if a fee or PLE parcel has a mortgage. WisDOT requires a Partial Release of Mortgage for every Fee or PLE parcel with an existing mortgage. This process includes obtaining the Partial Releases or Owner Acknowledgment forms based on each mortgage shown on the title report. Up to 12 Partial Releases of Mortgage are included.
  
- 6. Access Agreements for relocated, combined, and/or cross-access is included for one access agreement to be coordinated with up to 3 parcels (12, 13, and 14 in the above parcel table). The access agreements are assumed non-compensable; valuation is assumed not required and is not included.
  
- 7. Extra Services not included in base Scope:
  - a. Encroachments required to be removed or allowed to remain with a Revocable Occupancy Permit.
  - b. Services if a negotiated settlement can't be reached.

- i. If a negotiated settlement can't be reached, on a parcel with value determined through an appraisal, a Jurisdictional Offer, Lis Pendens and Award of Damages for signature and delivery by the County will be required as an additional service. This work could be completed as part of a contract amendment.
  - ii. If a negotiated settlement can't be reached on a parcel with value determined through the Nominal Payment Parcel Report, then an appraisal of value will be required under the Owner's rights as set forth in the Federal Uniform Relocation Act to continue with eminent domain, if requested by the County. If a negotiated settlement can't be reached based on the appraisal, a Jurisdictional Offer, Lis Pendens and Award of Damages for signature and delivery by the County will be required as an additional service. This work, including appraisals, could be completed as part of a contract amendment.
- c. MSA will communicate with KL Engineering and Dane County throughout the project on progress to confirm the required level of effort is consistent with the original scope assumptions.
- d. Should the right of way plat be revised and any changes made to parcels already acquired by MSA, or parcels where significant progress has been made, the parcel will be considered to be a new, additional parcel. . Right of way plat changes have the potential to delay the acquisition delivery schedule. The acquisition agents normally require a minimum of 120-150 days between the time the offer is presented to the landowners and title is acquired assuming a negotiated settlement, in order to meet the requirements of the process.

[Collapse](#)

Name	Employee	Phase	Task	Planned Hours	Direct Expenses	Subtotal	Total, w-Directs
<b>R02082003.0 KL Eng Dane Co CTH M (Oncken-STH 113)</b>							
<b>Final Design</b>							
<b>GEN -Project Management &amp; Admin</b>		<b>000</b>		<b>45.00</b>			
GEN -Project Management, Admin-Bills & 30 teleconferences	Ruhland, Kevin		1	45.00		\$10,000.00	\$10,000.00
<b>Total for GEN -Project Management &amp; Admin</b>		<b>000</b>		<b>45.00</b>		<b>\$10,000.00</b>	
<b>WETLAND - Delineation</b>		<b>200</b>		<b>140.50</b>			
Field Work			1	53.50	\$103.50	\$5,417.50	\$5,521.00
	Felland, Jeffrey		1	22.75			
	Morrison, Sarah		1	30.75			
Report			2	83.25		\$7,775.00	\$7,775.00
	Griswold, Stacy		2	37.00			
	Felland, Jeffrey		2	26.00			
	Morrison, Sarah		2	20.25			
Concurrence and fee			3	3.75	\$617.25	\$487.50	\$1,104.75
	Felland, Jeffrey		3	3.75			
<b>Total for WETLAND - Delineation</b>		<b>200</b>		<b>140.50</b>	<b>\$720.75</b>	<b>\$13,680.00</b>	<b>\$14,400.75</b>
<b>HAZMAT - Ph 2.5 5305 CTH M</b>		<b>230</b>		<b>81.00</b>			
Coordinate			231	12.00		\$1,680.00	\$1,680.00
	Kraemer, Brad		231	6.00			
	Lyster, Richard		231	6.00			
Ph 2.5 Field			232	32.00	\$230.00	\$4,060.00	\$4,290.00
	Kraemer, Brad		232	30.00			
	Lyster, Richard		232	2.00			
Report			233	26.00		\$3,250.00	\$3,250.00
	Kraemer, Brad		233	20.00			
	Lyster, Richard		233	2.00			
	Rooyakkers, Courtney		233	4.00			
Special Provisions			234	7.00		\$905.00	\$905.00
	Kraemer, Brad		234	6.00			
	Lyster, Richard		234	1.00			
If Authorized - Disposal Profile			235	4.00		\$500.00	\$500.00
	Kraemer, Brad		235	4.00			
<b>Total for HAZMAT - Ph 2.5 5305 CTH M</b>		<b>230</b>		<b>81.00</b>	<b>\$230.00</b>	<b>\$10,395.00</b>	<b>\$10,625.00</b>
<b>HAZMAT - Subconsultant Costs</b>		<b>220</b>					
Haz Mat Borings - Design Phase			1			\$7,595.00	
	MSA Subconsultant Coordination/Review					\$765.00	
Haz Mat Laboratory			2			\$3,200.00	
	MSA Subconsultant Coordination/Review					\$320.00	
<b>Total for HAZMAT - Subconsultant Costs</b>		<b>220</b>		<b>0.00</b>		<b>\$11,880.00</b>	
<b>HAZMAT - IF AUTH Ph 2 Haz Mat 5420 Willow</b>		<b>210</b>		<b>83.00</b>			
Coordinate			211	12.00		\$1,680.00	\$1,680.00
	Kraemer, Brad		211	6.00			
	Lyster, Richard		211	6.00			
Phase 2 Field			212	16.00		\$2,030.00	\$2,030.00
	Kraemer, Brad		212	15.00			
	Lyster, Richard		212	1.00			
Report			213	27.00		\$3,405.00	\$3,405.00
	Kraemer, Brad		213	20.00			
	Lyster, Richard		213	3.00			
	Rooyakkers, Courtney		213	4.00			
Special Provisions			214	8.00		\$1,060.00	\$1,060.00
	Kraemer, Brad		214	6.00			
	Lyster, Richard		214	2.00			
Option Ph 2.5 Added Borings			215	20.00		\$2,800.00	\$2,800.00
	Kraemer, Brad		215	10.00			
	Lyster, Richard		215	10.00			
<b>Total for HAZMAT - IF AUTH Ph 2 Haz Mat 5420 Willow</b>		<b>210</b>		<b>83.00</b>		<b>\$10,975.00</b>	<b>\$10,975.00</b>
<b>Project Total</b>				<b>262.50</b>		<b>\$33,575.00</b>	<b>\$33,575.00</b>
				<b>262.50</b>		<b>\$33,575.00</b>	<b>\$33,575.00</b>
					<b>\$950.75</b>		<b>\$950.75</b>
						<b>\$7,960.00</b>	<b>\$7,960.00</b>
						<b>\$7,960.00</b>	<b>\$7,960.00</b>
						<b>\$42,485.75</b>	<b>\$42,485.75</b>

Collapse

Name	Employee	Phase	Task	Planned Hours	Direct Expenses	Subtotal	Total, w-Directs
<b>R02082003.0 KL Eng Dane Co CTH M (Oncken-STH 113)</b>							
<b>Final Design</b>							
<b>RE -Subconsultant Costs</b>		<b>100</b>					
Appraisals & ESS - Compass Costs			101			\$57,000.00	\$57,000.00
Review appraisals - Metroplitan Costs			101			\$9,000.00	\$9,000.00
IF AUTHORIZED Relocation Related - Miesbauer (1)			105			\$16,000.00	
<b>Total for RE -Subconsultant Costs</b>		<b>100</b>		<b>0.00</b>			<b>\$66,000.00</b>
<b>RE -Acquisition, Ave. Complexity</b>		<b>105</b>		<b>747.00</b>			
General Project Meetings			1050	10.00	\$25.88	\$1,250.00	\$1,275.88
	Steinhauer, Beth		1050	8.00			
	Venske, Katherine		1050	2.00			
Create Parcel Files, Review Title, Acq Cap Stmt			1051	130.00	\$720.02	\$14,700.00	\$15,420.02
	Steinhauer, Beth		1051	42.00			
	Venske, Katherine		1051	88.00			
Intro Letter to Owners			1052	12.00	\$360.00	\$1,410.00	\$1,770.00
	Steinhauer, Beth		1052	6.00			
	Venske, Katherine		1052	6.00			
Determine Values - review			1053	76.00		\$8,980.00	\$8,980.00
	Steinhauer, Beth		1053	40.00			
	Venske, Katherine		1053	36.00			
Offer Package to Owners			1054	51.00	\$360.00	\$5,980.00	\$6,340.00
	Steinhauer, Beth		1054	25.00			
	Venske, Katherine		1054	26.00			
Phone-email followups with Owners			1055	108.00		\$13,590.00	\$13,590.00
	Steinhauer, Beth		1055	90.00			
	Venske, Katherine		1055	18.00			
Mtgs with Owners			1056	52.00	\$310.51	\$6,660.00	\$6,970.51
	Steinhauer, Beth		1056	48.00			
	Venske, Katherine		1056	4.00			
Pay Requests			1057	28.00		\$3,340.00	\$3,340.00
	Steinhauer, Beth		1057	16.00			
	Venske, Katherine		1057	12.00			
File Documents			1058	90.00		\$10,450.00	\$10,450.00
	Steinhauer, Beth		1058	40.00			
	Venske, Katherine		1058	50.00			
Project Close Out, Diaries, all copies			1059	108.00	\$1,400.00	\$12,840.00	\$14,240.00
	Steinhauer, Beth		1059	60.00			
	Venske, Katherine		1059	48.00			
Cert of ROW			1050	46.00		\$5,080.00	\$5,080.00
	Steinhauer, Beth		1050	10.00			
	Venske, Katherine		1050	36.00			
1099-S Forms			1050	36.00		\$3,930.00	\$3,930.00
	Steinhauer, Beth		1050	6.00			
	Venske, Katherine		1050	30.00			
<b>Total for RE -Acquisition, Ave. Complexity</b>		<b>105</b>		<b>747.00</b>	<b>\$3,176.41</b>	<b>\$88,210.00</b>	<b>\$91,386.41</b>
<b>RE -Utility Releases</b>		<b>110</b>		<b>28.00</b>			
Utility Release coordination			1	28.00		\$3,140.00	\$3,140.00
	Steinhauer, Beth		1	8.00			
	Venske, Katherine		1	20.00			
<b>Total for RE -Utility Releases</b>		<b>110</b>		<b>28.00</b>	<b>\$0.00</b>	<b>\$3,140.00</b>	<b>\$3,140.00</b>
<b>RE -Partial Releases of Mortgage</b>		<b>120</b>		<b>45.00</b>			
Partial Releases of Mortgage coordination			1	45.00		\$5,225.00	\$5,225.00
	Steinhauer, Beth		1	20.00			
	Venske, Katherine		1	25.00			
<b>Total for RE -Partial Releases of Mortgage</b>		<b>120</b>		<b>45.00</b>	<b>\$0.00</b>	<b>\$5,225.00</b>	<b>\$5,225.00</b>
<b>RE -Access Agreement</b>		<b>130</b>		<b>16.00</b>			
Access Agreement coordination			1	16.00		\$2,080.00	\$2,080.00
	Steinhauer, Beth		1	16.00			
<b>Total for RE -RE -Access Agreement</b>		<b>130</b>		<b>16.00</b>	<b>\$0.00</b>	<b>\$2,080.00</b>	<b>\$2,080.00</b>
<b>GEN -Project Management &amp; Admin</b>		<b>000</b>		<b>32.00</b>			
RE -PM, Billings			2	32.00		\$4,800.00	\$4,800.00
	Klink, Quirin		2	16.00			
	Steinhauer, Beth		2	16.00			
<b>Total for GEN -Project Management &amp; Admin</b>		<b>000</b>		<b>32.00</b>	<b>\$0.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>
<b>Project Total</b>				<b>868.00</b>		<b>\$103,455.00</b>	<b>\$103,455.00</b>
				<b>Labor:</b>			
				<b>MSA Direct:</b>	<b>\$3,176.41</b>		<b>\$3,176.41</b>
				<b>Base Subs:</b>		<b>\$66,000.00</b>	<b>\$66,000.00</b>
				<b>Total Base (NOT INCLUDING IF AUTHORIZED):</b>			<b>\$172,631.41</b>
				<b>GRAND TOTAL (NOT INCLUDING IF AUTHORIZED):</b>			<b>\$215,117.16</b>



# Soils & Engineering Services, Inc.

June 22, 2020

Proposal 913.4803

Mr. Richard Lyster, PG, CPG  
MSA Professional Services, Inc.  
1230 South Boulevard  
Baraboo, Wisconsin 53913

Subject: Environmental Sampling  
CTH M Phase 2 and 2.5 Explorations  
Town of Westport  
Dane County, Wisconsin

Dear Dick:

In response to your email of June 18, 2020, and the follow-up email from Mr. Brad Kraemer, PG, CPG, on June 19, we are submitting this proposal for environmental sampling for the subject project. The requested scope of work consists of direct-push sampling for a Phase 2 environmental exploration at one site and a Phase 2.5 environmental exploration at another site. The Phase 2 field work will consist of six 15-foot soil borings and the Phase 2.5 field work will consist of twelve 15-foot soil borings. At each soil boring, we will continuously sample the soils to a maximum depth of 15 feet, then use a peristaltic pump with tubing inserted into the direct-push tooling. We will use a Geoprobe 4-foot stainless steel screen section with the tubing to facilitate the collection of the water samples.

The sampling locations will be located within the existing County right-of-way. We will submit a completed *Application For Permit to Work in County Trunk Highway Right-of-Way* for each site to have our equipment within the right-of-way of County Trunk Highway M (CTH M). We assume that a portion of the Phase 2.5 soil borings will be located on existing asphalt pavement. The County charges per permit and per soil boring. We intend to submit one permit for each site.

We will use dual-tube sampling methods for the soil sampling. We will backfill the boreholes with bentonite after the soil and groundwater sampling is completed.

The scope of work is summarized as follows:

- Mobilize a direct-push sampling rig.
- Sample eighteen 15-foot soil borings using direct-push methods.
- Obtain eighteen water samples (one per boring).
- Abandon the sample holes with bentonite.
- Coordinate with Diggers Hotline for public utility marking.

- Equipment decontamination with Alconox and tap water.
- Traffic control consisting of roadway signs and traffic cones

The total estimated charge for this scope of work is \$7,595.00. We anticipate three days to complete the requested scope of work.

This charge does not include PID use; site surveying; chemical analyses; locating or marking of private utility lines or other buried obstructions; use of drilling mud; bedrock drilling or coring; snow removal; a 2-person traffic control crew; disposal of soil cuttings; blocking street parking stalls, blowers for the drilling rig exhaust; nor for working weekends or holidays. The unit rates given are based on Level D personal protective equipment for the safety of our workers.

The unit rates in this proposal are valid for one month from the date of the proposal. Fuel, steel, or PVC surcharges may be applied to the final invoice, depending upon the timing of the field work.

If this proposal is acceptable to you we require written notification to proceed prior to commencing the field work.

If you have any questions concerning this submittal or if we could be of further assistance to you, please contact us at (608) 274-7600.

Respectfully submitted,

**SOILS & ENGINEERING SERVICES, INC.**



Duane E. Reichel, P.E.

DER:JAJ:wsr

**APPROVAL OF PROPOSAL**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### BID SUMMARY

Item	Units	Quantity	Unit Charge	Item Charge
• Mobilization / demobilization	Per day	1	\$550.00	\$550.00
• Direct-push sampling, 0' to 20' depth	Per foot	270	\$14.00	\$3,780.00
• Dane County permits Fees	Per permit	2	Cost	\$920.00*
Administration	Lump sum	1	\$150.00	\$150.00
• Bentonite backfill of boreholes	Per foot	270	\$2.00	\$540.00
• 1-inch PVC casing & screen	Per foot	0	\$6.00	\$0.00
• Groundwater sampling Peristaltic pump, rental	Per day	3	\$45.00	\$135.00
Tubing and other expendables	Per foot	270	\$1.00	\$270.00
• Traffic control Roadway signs and cones	Per day	3	\$120.00	\$360.00
Flashing arrow board	Per day	0	\$240.00	\$0.00
• Concrete penetrations	Each	0	\$65.00	\$0.00
• Concrete patches	Each	0	\$45.00	\$0.00
• Asphalt penetrations	Each	4	\$20.00	\$80.00
• Asphalt patches	Each	0	\$30.00	\$0.00
• Equipment decontamination	Per day	3	\$160.00	\$480.00
• Steel 55-gallon drums	Each	0	\$65.00	\$0.00
• Underground utility check Diggers Hotline	Per site	2	\$165.00	\$330.00
Private utility locator	Per hour	0	\$165.00	\$0.00
• Sampling crew standby time	Per hour	0	\$260.00	\$0.00
• Surcharge for work after 5:00 pm	Per hour	0	\$130.00	\$0.00
<b>Total Estimated Charge =</b>				<b>\$7,595.00</b>

\* The County ROW permit fees include \$55.00 per permit plus \$45.00 per boring. The County may or may not waive the fees for the permits.



Mr. Richard Lyster, P.G., C.P.G.  
CTH M Phase 2 and 2.5 Explorations  
June 22, 2020

Proposal 913.4803  
Dane County, Wisconsin  
Page 4

The charges presented are estimates only, based on the information provided to us. The invoiced amount for this project will be based on the actual quantities related to this project. Additional charges may be invoiced depending upon the requirements to complete the project. Permits to work on private or public property, including state highway occupancy, are the responsibility of MSA Professional Services, Inc.

**CT LABORATORIES LLC**  
**QUOTE for: Brad Kraemer**  
**Client: MSA**  
**Project: CTH M Dane Co**

**Quote #:** 200616  
**Date:** 6/19/2020

Analytes	Method	Matrix	Quantity	Unit Cost	Subtotal
<b>Phase 2/2.5</b>					
<b>Soil</b>					
PVOCs + Naphthalene	WI GRO	Soil	12	\$40.00	\$480.00
Lead	EPA 6010C	Soil	12	\$15.00	\$180.00
<b>Groundwater</b>					
VOCs	EPA 8260C	Groundwater	5	\$70.00	\$350.00
Lead	EPA 6010C	Groundwater	4	\$15.00	\$60.00
<b>Waste</b>					
TCLP VOCs	EPA 1311/8260C	Waste	1	\$135.00	\$135.00
TCLP Lead	EPA 1311/6010C	Waste	1	\$65.00	\$65.00
<b>Phase 2.5</b>					
<b>Soil</b>					
PVOCs + Naphthalene	WI GRO	Soil	24	\$40.00	\$960.00
Lead	EPA 6010C	Soil	24	\$15.00	\$360.00
<b>Groundwater</b>					
VOCs	EPA 8260C	Groundwater	5	\$70.00	\$350.00
Lead	EPA 6010C	Groundwater	4	\$15.00	\$60.00
<b>Waste</b>					
TCLP VOCs	EPA 1311/8260C	Waste	1	\$135.00	\$135.00
TCLP Lead	EPA 1311/6010C	Waste	1	\$65.00	\$65.00

**Project Total: \$3,200.00**

**Lab Notes**

Quote valid for 90 days.

Pricing based on electronic pdf of standard LIMS report.

Standard turnaround is 10 business days for results reports. Turnaround is calculated from the point in time CTL has determined we can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project documentation regarding work to be done.

Pricing includes ground shipping to the site. To ensure adequate time to deliver sampling media, order must be placed at least 5 working days before project commences. If expedited shipping to the site is required, the client will be charged.

Return shipping arrangements are the responsibility of the client; CT Laboratories is not responsible for any delivery failures by commercial carriers. Insurance coverage for shipments is available from most courier/commercial carriers.

Pricing does not include client-requested QC: field dups, trip blanks, project-specific MS/MSDs will be treated as billable samples.

Samples received with <1/2 holding time remaining will incur an expedited turnaround surcharge.

Samples will be analyzed as per CT Laboratories' Standard Operating Procedures (SOPs) and Quality Assurance Manual.

Requests for additional optional insurance coverage will be charged to the client.

Analytical services will be provided per CT Laboratories standard Terms & Conditions. Any contract specific T&Cs must be reviewed and approved prior to project initiation. Invoicing on a Net 30 basis. Submitting samples in response to this quote constitutes acceptance of these payment terms.

**The sample to be analyzed will be provided by the Client with an excuted Chain-of-Custody form, Quotation, Purchase Order and/or Bid of Services. The Client shall identify in writing any known or suspected "Hazardous Substances" or "Hazardous Wastes" at the time of submittal of the samples. CT Laboratories retains the right of refusal to perform services if health and safety concerns are present. It is the Client's responsibility to properly notify, handle, package, label and transport all samples that contain Hazardous Substances or Hazardous Wastes in accordance with all applicable Federal, State or Local laws, rules and regulations. CT Laboratories reserves the right to refuse or revoke acceptance of any such samples supplied by the Client that in the sole opinion of CT Laboratories representative poses an unreasonable risk in handling or analysis, or which is of insufficient volume to allow completion of all analyses requested.**

All work requires submission of a valid PO or signed acknowledgement of this quotation and is subject to CT Laboratories LLC Standard Terms & Conditions.

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **PO #:** \_\_\_\_\_

## Kevin Ruhland

---

**From:** Quirin Klink  
**Sent:** Monday, July 27, 2020 12:38 PM  
**To:** Kevin Ruhland  
**Cc:** Beth Steinhauer  
**Subject:** FW: Urgent - RE: CTH M, Dane County -- Oncken Rd to STH 113

For attachment to the contract:

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**From:** Jeff Olson <[jeff@compasslandconsultants.com](mailto:jeff@compasslandconsultants.com)>  
**Sent:** Monday, July 27, 2020 12:33 PM  
**To:** Quirin Klink <[qklink@msa-ps.com](mailto:qklink@msa-ps.com)>  
**Cc:** Beth Steinhauer <[bsteinhauer@msa-ps.com](mailto:bsteinhauer@msa-ps.com)>; Kevin Ruhland <[Kruhland@msa-ps.com](mailto:Kruhland@msa-ps.com)>  
**Subject:** RE: Urgent - RE: CTH M, Dane County -- Oncken Rd to STH 113

Ok.....

See changes in red below.

**Jeffrey A. Olson**

Real Estate Specialist / CGA Appraiser

Compass Land Consultants, Inc.

9559 Bolger Lake Road

Minocqua, WI 54548

**Office:** 715-358-0600 EXT. 106

**Fax:** 715-358-0400

**Cell:** 715-966-0241

[www.compasslandconsultants.com](http://www.compasslandconsultants.com)

[jeff@compasslandconsultants.com](mailto:jeff@compasslandconsultants.com)

**Michigan Office:**

E3310 State Highway M28

AuTrain, MI 49806

**Phone:** 906-892-8665



**COMPASS™**  
LAND CONSULTANTS, INC.

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**From:** Quirin Klink <[qklink@msa-ps.com](mailto:qklink@msa-ps.com)>  
**Sent:** Monday, July 27, 2020 12:27 PM  
**To:** Jeff Olson <[jeff@compasslandconsultants.com](mailto:jeff@compasslandconsultants.com)>  
**Cc:** Beth Steinhauer <[bsteinhauer@msa-ps.com](mailto:bsteinhauer@msa-ps.com)>; Kevin Ruhland <[Kruhland@msa-ps.com](mailto:Kruhland@msa-ps.com)>  
**Subject:** Urgent - RE: CTH M, Dane County -- Oncken Rd to STH 113

Jeff, can you add 5 more in and respond today with revised quote? Thanks! –Q.

Expanded Sales Study - \$5,500

Nominal Payment Parcel Report - \$4,500

Total Take Appraisal - \$5,000

15 Appraisals - \$2,800/parcel or \$42,000

Total Cost - **\$57,000**

Short Form Appraisals if needed - \$2,000/parcel

Additional Std Abbreviated Appraisals, if needed - \$3,000/parcel

**Jeffrey A. Olson**

Real Estate Specialist / CGA Appraiser

Compass Land Consultants, Inc.

9559 Bolger Lake Road

Minocqua, WI 54548

**Office:** 715-358-0600

**Fax:** 715-358-0400

**Cell:** 715-966-0241

[www.compasslandconsultants.com](http://www.compasslandconsultants.com)

[jeff@compasslandconsultants.com](mailto:jeff@compasslandconsultants.com)

**Michigan Office:**

E3310 State Highway M28

AuTrain, MI 49806

**Phone: 906-892-8665**



Kevin Ruhland

---

From: Kevin Zarem <kzarem@metropolitan-ap.com>  
Sent: Saturday, May 23, 2020 8:52 AM  
To: Quirin Klink  
Cc: Beth Steinhauer  
Subject: RE: CTH M, Dane County -- Oncken Rd to STH 113

Hi Quirin/Beth,

I apologize for falling off the map. I forgot to get back to you on Monday. Are you still interested in getting my quote? If you are, my fees would be \$750 per review for all parcels with "High" complexity on the scoping list and \$550 for "Average" or "Above Average" complexity parcels.

Please let me know if you need anything else,

Thanks,

Kevin Zarem, MAI  
Metropolitan Appraisal

(262) 240-9600  
[kzarem@metropolitan-ap.com](mailto:kzarem@metropolitan-ap.com)

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From: Quirin Klink <qklink@msa-ps.com>  
Sent: Thursday, May 14, 2020 3:34 PM  
To: Kevin Zarem <kzarem@metropolitan-ap.com>  
Cc: Beth Steinhauer <bsteinhauer@msa-ps.com>  
Subject: CTH M, Dane County -- Oncken Rd to STH 113

Kevin, Beth just left a voicemail for you. We are wondering if you are interested in a project in Dane Co – CTH M, in which a 2-lane rural road is being expanded to 4-lane divided. The client is Dane Co Hwy Dept. MSA is a sub to KL Engineering (KL). MSA is doing Real Estate Acquisition, as well as a couple other specialty services. Jeff Olson is our appraiser and we are hoping to add your firm as a Review Appraiser ("If Authorized" by the County).

See attached draft Scope of Services. There are 36 parcels to acquire. If you are interested, please provide a cost per Review Appraisals for 31 Fee parcels, and a separate cost for 5 additional TLE-only parcels, if required.

Can you deliver this by end of Monday, May 18? Beth is available if you need to call her to talk about anything technical :-), or if you need any further info. I will be out tomorrow, also. Let us know – thanks!



Quirin Klink, PE | Team Leader  
MSA Professional Services, Inc.  
100% Employee Owned  
+1 (608) 355-8890





## THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

*SRF Consulting Group, Inc.*

### SCOPE OF SERVICES

#### **B. ENVIRONMENTAL DOCUMENTATION**

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an **Environmental Report (ER)** for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Environmental Assessments:

**Not included in this Contract.**

(2) Environmental Impact Statements:

**Not included in this Contract.**

(3) Agricultural Impact Notice:

Prepare an Agricultural Impact Notice, as specified in the MANUAL, for all lands from farm operations which may be acquired for this PROJECT. Submit Agricultural Impact Notice to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

(4) Section 4(f) Evaluation:

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the MUNICIPALITY for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation in accordance with the MANUAL.

Section 4(f) De minimis Evaluations will be prepared for five properties (five known), assumed to include the following properties that were identified during preliminary investigations:

- (a) Dorn Creek property
- (b) Six-Mile Fishery Area
- (c) Governor Nelson State Park
- (d) DNR parcel east of Mary Lake Road
- (e) Dane County North Mendota Wildlife Area Prairie Unit

(5) Section 6(f) Evaluation:

Prepare a Section 6(f) evaluation in accordance with the MANUAL. Section 6(f) evaluations and agency coordination will be prepared for up to four properties (four known) that were identified during preliminary investigations:

- (f) Dorn Creek Fishery Area, property (Federal LWCF funds and WDNR and USFWS coordination)
- (g) Governor Nelson State Park (Federal LWCF funds and NPS coordination)
- (h) Dane County owned parcel (Federal LWF and NPS coordination)
- (i) North Mendota Wildlife Area Prairie Unit (State Knowles-Nelson Stewardship grant dollars).

(6) Historical and Archaeological Surveys and Studies:

- (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.

**Not included in this contract.**

- (b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".

**Not included in this contract.**

- (c) Conduct further study(ies), in accordance with the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places.

**Not included in this contract.**

- (d) Prepare a Determination of Eligibility for each property that is recommended for consideration as eligible for inclusion in the National Register of Historic Places using Determination of Eligibility Form HP-02-10(06/01/94). Preparing a



Determination of Eligibility for archaeological sites using either the National Register Form NPS 10-900 or Form HP-02-10.

**Not included in this contract.**

- (e) Prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as appropriate. Prepare Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, Native Americans will also be included in the consultation process. Prepare a Data Recovery Plan as part of the Documentation for Consultation for Archaeological properties.

**Not included in this contract.**

- (f) Prepare a Memorandum of Agreement in accordance with the MANUAL in consultation with the FHWA, SHPO, and the BOE.

**Not included in this contract.**

- (g) Document the results of the Section 106 process (completed by others) within the ER, including the basic sheets and factor sheets as necessary. All information required to complete the ER documentation will be provided by others for use by SRF.

(7) Noise Analysis:

Complete noise analysis in accordance with the MANUAL and Chapter TRANS 405, Wisconsin Administrative Code. Findings of the noise analysis shall be incorporated into the environmental document prepared for the PROJECT.

This scope assumes the project qualifies as a Type 1 project under criteria 3 – addition of through-traffic lane. This task includes analysis of up to five receptor locations.

Construction Noise

**Not included in this contract**

(8) Air Quality:

The project area falls within an attainment area; therefore, Air Quality analysis is limited to MSAT. A Tier 2 Qualitative Analysis will be performed for this project.

(9) Hazardous Materials/Contamination Assessments

- (a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.

**Not included in this contract**

- (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.

**Not included in this contract**

- (c) Conduct a Phase 2 - Environmental Sampling, in accordance with the MANUAL, at the following sites:

**Not included in this contract**

- (d) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

**Not included in this contract**

- (e) Document the results of the hazardous materials investigation process (completed by others) within the ER, including the basic sheets and factor sheets as necessary. All information required to complete the ER documentation will be provided by others for use by SRF.

- (10) Federally Endangered and State Threatened and Special Concern Species:

- (a) There are endangered and protected plants, animals, and invertebrates in areas along the CTH M corridor. An initial screening of the project areas has occurred through the USFWS Information for Planning and Conservation tool IPaC. Coordination with USFWS and WDNR is required. Further consultation and additional surveys are necessary to determine the presence of these resources. Formal Section 7 consultation with USFW will include commitments to protect the northern long eared bat and the rusted patched bumble bee.

This contract does not include field reviews or reconnaissance for the presence of any species.

## **C. AGENCY COORDINATION**

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

**Not included in this contract**

- (2) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

**Not included in this contract**

- (3) Section 9 and 10 Permits:

Evaluate the effects of the PROJECT on commercial navigation, in accordance with the Rivers and Harbors Act of 1894 and the MANUAL; and prepare the necessary permit application(s).

**Not included in this contract**

***E. PUBLIC INVOLVEMENT***

- (1) Public Involvement Meetings

(a) Up to two (2) SRF staff members will attend three (3) public involvement meetings. SRF will prepare supplemental documents and exhibits for these meetings that are pertinent to tasks they are performing as part of this PROJECT.

- (2) Local Official Meetings

(a) Up to two (2) SRF staff members will attend three (3) local official meetings. SRF will prepare supplemental documents and exhibits for these meetings that are pertinent to tasks they are performing as part of this PROJECT.

- (3) Public Hearing

(a) One (2) SRF staff members will attend one (1) Public Hearing. SRF will assist with meeting scheduling, reservations, and agency attendees for the meeting as they pertain to this PROJECT.

## **F. MEETINGS**

- (1) SRF will attend up to twenty (20) monthly progress meetings with the Dane County staff, consultant project team, and other local stakeholders and agencies. One (1) SRF staff member will attend per meeting.
- (2) SRF will attend up to two (2) consultant project team meetings. Up to two (2) SRF staff members will attend these meetings.

## **J. ROAD PLANS**

Prepare the following plans:

- (1) Marking and Signing Plan
  - a. Work does not include sign plate design, structural design of sign bridges, or sign support structures
- (2) Erosion Control Plan

## **N. TRAFFIC**

- (1) Traffic data collection
  - a. Collect intersection turning movement counts at the following intersections:
    - i. County M and East Willow Road
    - ii. County M and Blue Bill Park Drive
  - b. Intersection turning movement counts will be conducted from 6:00 a.m. to 8:00 p.m. and collect passenger vehicles, trucks, bicyclists, and pedestrians and will be collected on a Tuesday, Wednesday, or Thursday, preferably while school is in session.
  - c. Video data collected in September 2018 at County M and East Willow Road will be used to collect traffic data for time periods not originally processed during previous project phases.
  - d. Traffic data will be collected and processed at the County M and Blue Bill Park Drive intersection at an agreed-upon timeframe in summer or fall 2020.
  - e. Traffic data at County M and Blue Bill Park Drive will be compared to traffic data at County M and East Willow Road and adjustments will be made to create a balanced traffic volume conditions between the two locations.
  - f. Crash data for the study intersections will be collected for the past five years (2015 through 2019) and processed to identify crash trends and commonalities.
- (2) Traffic forecasting
  - a. Year 2045 peak-hour intersection turning movement forecasts will be developed for the County M with East Willow Road and Blue Bill Park Drive intersections. Year 2045 forecasts will be performed for no-build and build (County M constructed with four lanes) conditions. Forecasts at County M and East Willow Road were

developed during previous phases of the project; forecasts at County M and Blue Bill Park Drive will use the County M / East Willow Road forecasts to aid in projecting peak-hour traffic volumes.

(3) Traffic operations analysis

- a. Traffic operations analysis for the County M with East Willow Road and Blue Bill Park Drive intersections will be performed for the weekday morning and weekday afternoon peak hours of traffic for the following alternatives:
  - i. Existing-year conditions
  - ii. Year 2045 conditions
- b. Traffic operations analysis will be performed using the software package, Synchro 10, to match the operations analysis software used in previous phases of the project. Traffic operations data and measures of effectiveness will be outputted using the Highway Capacity Manual (HCM) module of Synchro 10.


(4) Intersection Control Evaluation (ICE)

- a. A Phase 1 ICE analysis will be performed for the PROJECT as specified in the MANUAL for the following intersections. Up to three (3) alternatives will be evaluated for each intersection. This task includes one review and revision period.
  - i. County M and Corner Court
  - ii. County M and Woodland Road
  - iii. County M and East Willow Road
  - iv. County M and Blue Bill Park Drive
- b. A Phase 1 ICE document will be completed for intersections identified in Phase 1 of the PROJECT. Up to three (3) alternatives will be evaluated for each intersection. This task includes one review and revision period.
  - i. County M and Oncken Road
  - ii. County M and County K
  - iii. County M and Mary Lake Road
- c. A Phase 2 ICE analysis will be performed for the PROJECT as specified in the MANUAL for the intersections identified under Section N(4)a and N(4)b. Phase 2 ICE will only be completed if it is necessary to complete the ICE process. Up to three (3) alternatives will be evaluated for each intersection (the same alternatives evaluated in Phase 1 ICE).

- (5) Work zone analysis
  - a. Perform work zone traffic operations analysis to understand operations along County M and at the County K and Woodland Drive intersections during County M construction. Up to two (2) traffic control phases will be evaluated to understand projected delays and queues during construction. This task assumes the project will be staged and no detour for County M will be used. Traffic data for this task will be outputted using the HCM module of Synchro 10. This task does not include analysis of alternate route delays or delays resulting from temporary closure of intersections with diversion of traffic to other locations.
  
- (6) Documentation
  - a. Methodologies, findings, and conclusions for traffic tasks outlined in sections N1, N2, and N3 of this scope of services will be detailed in a brief traffic memorandum. This document will be prepared in draft form for comment by the County and a final version with comments addressed.

**SRF Consulting Group, Inc.** Work Tasks and Person-Hour Estimates

Client: KL Engineering (Prime contract with Dane County)  
 Project: 11224.01 Final Design - Oncken Road to STH 113



11224.01

Subconsultants:


TASK NO.	SUMMARY OF TASKS
1.0	Traffic Analysis
2.0	Environmental Documentation
3.0	Design
4.0	Meetings
5.0	Public Hearing/Virtual Meeting

Project Overview:

CTH M expansion study through NEPA and final design phase. SRF to provide traffic analysis, ICE reports, final signed and approved ER document, agency coordination, Section 4(f)/6(f) evaluations and coordination, attend meetings, virtual PM assistance, signing, marking, and erosion control plans.


**SRF Consulting Group, Inc.** Work Tasks and Person-Hour Estimates

Client: KL Engineering (Prime contract with Dane County)  
 Project: 11224.01 Final Design - Oncken Road to STH 113



11224.01


TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
<b>1.0</b>	<b>Traffic Analysis</b>									
	<u>Assumptions:</u>									
	Previous traffic data collected is valid for Phase 2 use									
	Phase 1 traffic tasks are considered approved (unless noted in WisDOT review)									
	No microsimulation will be needed for Phase 2 tasks									
	No new regional traffic forecasting will be performed for Phase 2									
	ICE reports will be performed per WisDOT guidelines									
	Concept design, cost estimates, and impacts done by others									
	Per WisDOT guidance - assumes ICE review by region only									
	Phase 2 ICE Report at CTH K only; additional intersection Phase 2 will be extra services									
1.1	Traffic data collection (2 I/S, 24 count-hrs)					20				\$1,917.14
1.2	Adjust BBP volumes based on 2018 counts		1			4				\$527.59
1.3	Collect/process crash data at BBP intersection		2			6				\$863.46
1.4	Forecast traffic volumes for BBP intersection (NB & B)		2			4				\$671.74
1.5	Traffic ops analysis (2 I/S, AM/PM, 3 horizons = 12 analysis-I/S)		4			16				\$2,110.34
1.6	Alternatives analysis (assume 2 alts / intersection)		4			12				\$1,726.92
1.7	P1 ICE reports (4 I/S)		16			48				\$6,907.67
1.8	P1 ICE reports (document only, 3 I/S)		12			26				\$4,222.18
1.9	P2 ICE reports (2 I/S)		20			48				\$7,484.30
1.10	Update ICE reports (based on WisDOT comments, 1 round of comments)		16			30				\$5,182.24
1.11	Documentation (P&N, PI)		12			24				\$4,030.47
1.12	Work zone traffic analysis		36			60				\$10,941.12
	<u>SRF Deliverables:</u>									
	P1 and P2 ICE reports, complete with supplemental material									
	Supporting documentation for enviro and PI documents									
	WZ traffic analysis									
	<b>SUBTOTAL - TASK 1</b>	<b>0</b>	<b>125</b>	<b>0</b>	<b>0</b>	<b>298</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$46,585.17</b>
										<b>423</b> #DIV/0!

<b>SRF Consulting Group, Inc.</b> Client: KL Engineering (Prime contract with Dane County) Project: 11224.01 Final Design - Oncken Road to STH 113	<b>Work Tasks and Person-Hour Estimates</b>	 11224.01
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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE	
<b>2.0</b>	<b>Environmental Documentation</b> <u>Assumptions:</u> Coordination with local, state, and federal agencies; assumes email coordination and no costs for postal all Section 4(f) evaluations processed as temporary occupancy or de minimis. Any evaluations at higher level would be extra services. does not include any work under historical or archaeological surveys/studies. All Section 106 documentation/coordination will be provided by others. hazardous substances, historic properties, relocations, stormwater factor sheets completed by others assumes one WisDOT review and revisions of Draft ER document.  <u>SRF Deliverables:</u> Produce Environmental Report including all Basic and Factor Sheets Produce five hard copies of final ER document Prepare Agricultural Impact Notice Perform up to five Section 4(f) de minimis evaluations (five known) Perform up to four Section 6(f) evaluations (four known) Complete noise analysis in accordance of TRANS 405  Includes Ipac screening and formal Section 7 consultation of endangered species Perform Tier 2 Qualitative Analysis (MSAT)										
	<b>SUBTOTAL - TASK 2</b>	<b>8</b>	<b>6</b>	<b>261</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$41,782.75</b>	<b>335</b>
<b>3.0</b>	<b>Design</b> <u>Assumptions:</u> Design est. based on KL's 50% construction estimate; ~3% of total construction for each task. Includes signing & marking for roundabout (separate sheets) Signing & Marking shts at 40 scale; est 28 shts total SRF will coordinate with CO on sign plates and include with our sheets SRF will provide signing and marking for proposed parking lot Does not include sign plate design; structural design of sign bridges or sign support structures Perm marking sheets only, no temp marking for staging included EC shts at 100 scale; est 15 shts + 2 shts for early const. 2 sets of EC plans provided, 2 plan sheets and quantities for 1st const season - includes bridge work Sheet base files, drainage analysis and staging will be provided by KL Includes MQ sheets for both plan sets Prelim and final plans with LIMITED revisions.										

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<p><b>SRF Consulting Group, Inc.</b>                  Client: KL Engineering (Prime contract with Dane County)                  Project: 11224.01 Final Design - Oncken Road to STH 113</p>	<p><b>Work Tasks and Person-Hour Estimates</b></p>	 11224.01
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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.1	Signing and Marking Plans (same plan set, except at RAB)									
3.2	Sheets, set up, draft, LIMITED revisions & final (5 hrs per sht; 28 shts)				140					\$16,298.83
3.3	MQ sheets, includes revisions			13						\$1,686.48
3.4	SDD's, Const Details, CO coordination			12						\$1,556.75
3.5	PM / QC / email & phone call coorespondence		12		6					\$2,428.42
3.6	Erosion Control Plans									
3.7	Sheets, set up, draft, LIMITED revisions & final (5 hrs per sht, 17 shts)				85					\$9,895.72
3.8	MQ sheets, includes revisions			12						\$1,556.75
3.9	SDD's, Const Details			8						\$1,037.83
3.10	PM / QC / email & phone call coorespondence		8		4					\$1,618.95
	<u>SRF Deliverables:</u>									
	Signing & Marking Plans									
	Erosion Control Plan									
	<b>SUBTOTAL - TASK 3</b>	<b>0</b>	<b>20</b>	<b>45</b>	<b>235</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$36,079.73</b>
										<b>300</b>
										<b>#DIV/0!</b>
4.0	<b>Meetings</b>									
	<u>Assumptions:</u>									
	Progress Meetings (assumes 20 meetings and 1 staff per meeting)									
	LOMs - assume three meetings and two SRF staff									
	PIMs - assumes three meetings and two SRF staff									
	Team Meetings/coordination - assumes two meetings and two SRF staff									
	<u>SRF Deliverables:</u>									
	<b>SUBTOTAL - TASK 4</b>	<b>0</b>	<b>54</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$12,973.71</b>
										<b>94</b>
										<b>#DIV/0!</b>
5.0	<b>Public Hearing/Virtual Meeting</b>									
	<u>Assumptions:</u>									
	Attend, setup, schedule Public Hearing (assumes 1 meeting and 2 staff)									
	Provide setup, moderator, IT for virtual PIM (assues 1 meeting)									
	<u>SRF Deliverables:</u>									
	Schedule, message, attend, setup Public Hearing									
	Provide setup, moderator, IT for virtual PIM (assues 1 meeting)									
	<b>SUBTOTAL - TASK 5</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$2,420.21</b>
										<b>20</b>

<b>SRF Consulting Group, Inc.</b> Client: KL Engineering (Prime contract with Dane County) Project: 11224.01 Final Design - Oncken Road to STH 113	<b>Work Tasks and Person-Hour Estimates</b>	 11224.01
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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	<b>TOTAL ESTIMATED PERSON-HOURS</b>	<b>8</b>	<b>207</b>	<b>358</b>	<b>235</b>	<b>364</b>	<b>0</b>	<b>0</b>	<b>20</b>	
	AVERAGE HOURLY PAYROLL RATES	\$54.94	\$48.48	\$43.62	\$39.15	\$32.23	\$0.00	\$0.00		
	ESTIMATED LABOR	\$439.56	\$10,034.77	\$15,617.70	\$9,200.12	\$11,733.36	\$0.00	\$0.00		\$47,025.51
	ESTIMATED OVERHEAD COST	172.82%								\$81,269.49
	ESTIMATED LABOR AND OVERHEAD									\$128,295.00
	FIXED FEE	9.00%								\$11,546.55
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$754.00
	<b>TOTAL ESTIMATED FEE</b>									<b>\$140,595.55</b>

\$140,596

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	1200	Miles @	\$0.545		\$654
REPRODUCTION:	Copy Duplication	1000	Copies @	\$0.10		\$100
	Color Copies	0	Copies @	\$0.35		\$0
	Bond Prints	0	Prints @	\$6.00		\$0
	Mylar Prints	0	Prints @	\$12.00		\$0
COURTHOUSE COPIES:		0	Copies @	\$1.00		\$0
PRINTING:						\$0
SUPPLIES:						\$0
COMMUNICATIONS:	Mail, Express, Etc.					\$0 Postage \$0.
	Cell Phone Charges	0	Minutes @	\$0.30		\$0
SUBCONSULTANTS:						\$0
ESTIMATED DIRECT NON-SALARY EXPENSES						<u>\$754</u>

SUMMARY OF COSTS:

	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
1.0 Traffic Analysis	\$ -	\$ 18,019.79	\$ -	\$ -	\$ 28,565.37	\$ -	\$ -	\$ 46,585.17
2.0 Environmental Documentation	\$ 1,307.14	\$ 864.95	\$ 33,859.25	\$ -	\$ 5,751.42	\$ -	\$ -	\$ 41,782.75
3.0 Design	\$ -	\$ 2,883.17	\$ 5,837.80	\$ 27,358.76	\$ -	\$ -	\$ -	\$ 36,079.73
4.0 Meetings	\$ -	\$ 7,784.55	\$ 5,189.16	\$ -	\$ -	\$ -	\$ -	\$ 12,973.71
5.0 Public Hearing/Virtual Meeting	\$ -	\$ 288.32	\$ 1,556.75	\$ -	\$ 575.14	\$ -	\$ -	\$ 2,420.21
	<b>163.3920060</b>	<b>144.1583541</b>	<b>129.7289104</b>	<b>116.4202446</b>	<b>95.8569493</b>	<b>0.0000000</b>	<b>0.0000000</b>	

## Jeff Smith

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**From:** Phillip Ninedorf <pninedorf@firstam.com>  
**Sent:** Friday, June 12, 2020 2:19 PM  
**To:** Jeff Smith  
**Subject:** County M - Cost Proposal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** CTH M phase 2 scoping

This email originated from outside of KL Engineering. Please only open links and attachments if you recognize the sender.

Good afternoon Jeff,

The cost per search of the forty parcels would be at a charge of \$300.00 each and \$50.00 per parcel for any updates. We would be able to complete on average 10 parcel searches per week until complete. I would hope we could get them to you sooner and that would be our goal but until we dig into the records I wanted to target that as a minimum.

Please let me know if you have any questions. We look forward to working with you on this project.

Thanks,

---

**Phillip J. Ninedorf**

AVP Area Manager  
First American Title Insurance Company

3330 University Avenue, Ste. 310, Madison, WI 53705

Office: 608-236-1300

Mobile: 608-234-8402

Fax: 608-236-1310

Tollfree: 1-800-356-9136

Email: [pninedorf@firstam.com](mailto:pninedorf@firstam.com)

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If you received this email as a commercial message and would like to opt out of future commercial messages, please let us know and we will remove you from our distribution list.

Thank you.~

\*\*\*\*\*

FAFLD

## Jeff Smith

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**From:** Verbatim Reporting <office@verbatim-madison.com>  
**Sent:** Monday, June 15, 2020 12:26 PM  
**To:** Jeff Smith  
**Subject:** Re: Request for Cost Proposal: Court Reporter for Public Hearing (Highway Improvement Project, Dane County)

This email originated from outside of KL Engineering. Please only open links and attachments if you recognize the sender.

Good morning.

For public hearings like these we charge \$50 per hour with a three hour minimum for attendance. For the transcript we charge \$5.60 per page and \$2.35 per page for a copy. All copy orders will go through Verbatim.

Please let me know if you have any additional questions!

**Kacie Choesang**, Office Manager



2 East Mifflin Street, Suite 102

Madison, WI 53703

1-608-255-7700

**Schedule your next deposition online at**

[www.Verbatim-Madison.com](http://www.Verbatim-Madison.com)

On Fri, Jun 12, 2020 at 12:14 PM Jeff Smith <[JSmith@klengineering.com](mailto:JSmith@klengineering.com)> wrote:

Good Morning:

I am currently developing our contract for a highway reconstruction project our firm has been hired to complete for Dane County and the Wisconsin Department of Transportation. As part of this contract/project, we are anticipating the need to schedule a public hearing in early 2021, once our environmental document is nearing completion and will require a court reporter in attendance.

In speaking with a peer at our firm, he indicated that he had worked with your company in the past with excellent results. With that in mind, would you be able to provide me a cost proposal for these services? Details that may be pertinent are noted below:

Project ID: 5454-00-02

Project Name: Middleton – Westport

Oncken Road to STH 113

CTH M, Dane County

Meeting Location (tentative): Holy Wisdom Church, Middleton, WI

Meeting will likely be held in early 2021 (winter or spring) and will be in the evening hours (after 5 pm)

If there is anything additional you need from me, please let me know. Also, if you are able to return the proposal to me by noon, Tuesday, June 16, that would be most convenient.

Thank you.

Jeff Smith  
Project Manager

KL Engineering, Inc.

5400 King James Way, Suite 200  
Madison, WI 53719  
608.663.1218, ext. 825 (office) / 608.669.4412 (cell)  
[jsmith@klengineering.com](mailto:jsmith@klengineering.com)



[klengineering.com](http://klengineering.com)