

Res 653
Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources		Contract/Addendum #: 13098	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number	
3. Term of Contract or Addendum: upon signing to 7-1-2020		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: \$368,681.45		<input type="checkbox"/> Grant <input type="checkbox"/>	
5. Purpose: Three party design engineering services contract between Dane County & WI Dept. of Transportation & CORRE Inc. for design of approximately 5 miles of the Glacial Drumlin Trail between the Village of Cottage Grove and the City of Madison.		<input type="checkbox"/> Co Lease <input type="checkbox"/>	
		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input checked="" type="checkbox"/> Other <input type="checkbox"/>	
6. Vendor or Funding Source: Corre Inc. & WI Dept. of Transportation			
7. MUNIS Vendor Code: 11080			
8. Bid/RFP Number: RFP#116063			
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No			
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
11. Account No. & Amount, Org & Obj. <u>LWRPKOP 21081</u> Amount \$ <u>53,882</u>			
Account No. & Amount, Org & Obj. <u>LEWSLUNY 57165</u> Amount \$ <u>130,000</u>			
Account No. & Amount, Org & Obj. <u>LWRPKOP 21080</u> Amount \$ <u>214,990</u>			
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____			
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 RES-653</u>			
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
15. Director's Approval: <i>Ken Connor</i>			

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>MM</i> Received	___	<u>5-4-17</u>	___	CORRE Inc. & WI DOT	
<i>CP</i> Controller	___	___	<u>5/7/17</u>	Contact Person	
<i>CC</i> Corporation Counsel	<u>1</u>	<u>5-4-17</u>	___	Lynda Fink - CORRE Inc.	
<i>RM</i> Risk Management	___	<u>5-4-17</u>	<u>5/5/17</u>	Phone No.	
<i>CP</i> Purchasing	___	<u>5/5/17</u>	<u>5/5/17</u>	608-826-6120	
___ County Executive	___	___	___	E-mail Address	
				lfink@correinc.com	

Footnotes:


- ~~I have liability, indemnification + insurance coverage for the State~~
-

Return to:	Name/Title: Janet Crary/Account Clerk II Phone: 224-3757 E-mail Address: crary@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5201 Fen Oak Dr., Room 208 Madison, WI 53718
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Certification

The attached contract: [check as many as apply]

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 5-3-17 Signed: 
 Telephone Number 227 3731 Print Name: KEVIN CONNORS

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. Department Head Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 5-3-17 Signature: 

2. Director of Administration Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. Corporation Counsel Contract is in the best interest of the County.
Comments:

Date: 5/7/17 Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

Dane County (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

CORRE, Inc. (CONSULTANT)

FOR

PROJECT ID 5556-02-00
Glacial Drumlin Trail
(East of IH 90 – CTH N)
Non Highway
Dane County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY with a local Request for Qualifications for design of approximately five miles of the Glacial Drumlin Trail between the Village of Cottage Grove and the City of Madison, located in T07N R10E Sections 13, 14 and T07N R11E Sections 16, 17, 18, Village of Cottage Grove and City of Madison, Dane County, Wisconsin. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Stacy Johnson, KL Engineering, Inc.; Southwest Region Local Program Management Consultant; 5400 King James Way, Suite 200, Madison WI 53719; sjohnson@klengineering.com; 608.663.1218.

The MUNICIPALITY REPRESENTATIVE is: Chris James, Senior Landscape Architect; Dane County Land and Water Resources-Parks Division, 5201 Fen Oak Drive, Madison, Wisconsin 53718, James@countyofdane.com; 608.224.3763.

The CONSULTANT REPRESENTATIVE is: Lynda Fink; Project Manager; CORRE, Inc.; 175 E. Wisconsin Avenue, Suite 27, Oconomowoc, WI 53066; Lfink@correinc.com; 608.826.6120.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Southwest Region office located in Madison, WI and will be completed by July 1, 2020. Deliver PROJECT DOCUMENTS to KL Engineering, Inc., 5400 King James Way, Suite 200, Madison, WI 53719, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT MUNICIPALITY

BASIS OF PAYMENT

For Road Plans & Structure Plans, actual costs to the CONSULTANT up to \$261,383.71, plus a fixed fee of \$19,809.78, not to exceed \$281,193.49.

If Authorized by Written Notice For Survey from Vilas Road to the Glacial Drumlin Trailhead, actual costs to the CONSULTANT up to \$2,890.97, plus a fixed fee of \$ 214.11, not to exceed \$3,105.08.

For Subsurface Investigations subcontracted to Professional Service Industries, Inc., the CONSULTANT'S actual cost not to exceed \$65,258.30, based on Professional Service Industries, Inc.'s estimated cost proposal.

For Archaeological Surveys subcontracted to Commonwealth Heritage Group, Inc., the CONSULTANT'S actual cost not to exceed \$10,124.58 based on Commonwealth Heritage Group, Inc.'s, actual cost plus fixed fee proposal.

For Wetland Services subcontracted to Ecosystems, LLC, the CONSULTANT'S actual cost not to exceed \$9,000.00 based on Ecosystems, LLC's lump sum proposal.

Compensation for all AUTHORIZED SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$365,576.37.

Compensation for all AUTHORIZED AND IF AUTHORIZED SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$368,681.45.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.


This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT. The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 15 pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

PROJECT ID 5556-02-00
Glacial Drumlin Trail
(East of IH 90 – CTH N)
Non Highway
Dane County

For the CONSULTANT

By: 

Title: PRESIDENT

Date: 05/01/17

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

Approved

By: _____

Governor, State of Wisconsin

Date: _____

interested parties in the manner noted above, and completing archaeological and historical surveys as required in the MANUAL.

- i. The historical corridor survey will include a letter report as a deliverable. Any additional reporting shall be considered "Extra Services".

(2) Hazardous Materials/Contamination Assessments:

- (a) The CONSULTANT shall conduct a Phase 1 Hazardous Materials Assessment for the PROJECT in accordance with the MANUAL.
- (b) When Phase I indicates further work is needed, consult with the MC, as the DEPARTMENT's representative, prior to conducting further evaluation studies.
- (c) 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.

(3) Wetland Investigations:

- (a) The CONSULTANT shall identify wetland impacts in conjunction with the Department of Natural Resources (DNR) and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002".
- (b) The CONSULTANT shall conduct a site reconnaissance to assess, classify and locate wetlands. The assessment of the wetlands shall be in accordance with state and federal regulations and guidelines, including the 1987 United States Army Corps of Engineers wetland delineation manual. The CONSULTANT shall prepare a brief summary memo documenting these findings.
- (c) The Wetland Services will include the area from I-90 at the western project edge easterly to Vilas Road. It is anticipated that a wetland delineation will be required of the remaining eastern section of the project at a later date, but that effort will be "Extra Services". The delineation area is assumed to be a 50' corridor on the outside of the Railroad Right of way following the DNR easement land, with the exception of the total three parcels (WisDNR and Dane County) located just west of Underdahl Road where the delineation will incorporate a 300' depth.

- (d) If wetlands are present, the CONSULTANT shall field delineate identified areas and locate as part of the PROJECT surveys.
- (e) Wetland Mitigation Plans for the PROJECT shall be considered "Extra Services".

(4) Section 4(f) Evaluation:

The CONSULTANT shall describe the impact of the PROJECT upon lands protected under Section 4(f) of the Federal Aid Highway Act of 1968, as amended, and shall report its findings to the MUNICIPALITY for evaluation by the DEPARTMENT and the FHWA. The CONSULTANT shall prepare three (3) *de minimis* Section 4(f) evaluations in accordance with the procedures in the MANUAL. If an individual Section 4(f) evaluation is needed, that would be considered "Extra Services".

C. AGENCY COORDINATION

(1) Section II.D. is amended to include the following:

This PROJECT does not fall under the purview of the Cooperative Agreement between the Department of Natural Resources and the DEPARTMENT. The CONSULTANT shall apply for all necessary permits from the DNR in accordance with state law. The following permits are included:

- (a) WDNR Endangered Resources permitting. The initial application for the determination of impacts to resources are included. If the initial resource determination indicates additional effort required (e.g. site surveys, plant inventories, plant relocations, etc.), that work is considered "Extra Services"
- (b) WDNR Individual Wetland Permit
- (c) WDNR Individual Chapter 30 Permit

(2) Section 404 Permits:

The CONSULTANT shall 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 procedures as set forth in the MANUAL, and shall prepare the necessary permit application.

Preparation of an individual Section 404 permit application for submittal to the United States Army Corp of Engineers shall be considered "Extra Services".

(3) Dane County Permitting:

The CONSULTANT shall prepare and submit the following permits relative to this project:

- (a) Erosion Control Permit
- (b) Shoreland Permit
- (c) Stormwater Permit

D. RAILROAD/UTILITY INVOLVEMENTS

- (1) Two railroad crossings are anticipated; one at Underdahl Road and one at Vilas Hope Road. Services associated with the railroad crossing at Vilas Road would be considered "Extra Services".
- (2) The CONSULTANT shall prepare all statements and documentation and the MUNICIPALITY will present testimony at proceedings before the Office of the Commissioner of Railroads.
- (3) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non-TRANS 220 projects.
- (4) The CONSULTANT shall prepare all necessary conveyance documents for the MUNICIPALITY. The MUNICIPALITY will enter into negotiations with the affected utility companies and will prepare all other documents.

E. PUBLIC INVOLVEMENT

- (1) Involvement Meetings:
 - (a) The CONSULTANT shall conduct two (2) public involvement meetings to acquaint the public with the concepts and probable impacts of this PROJECT.
 - (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public involvement meetings.
 - (c) The CONSULTANT shall prepare a summary report after the public involvement meetings.
 - (d) The CONSULTANT shall consult with the MUNICIPALITY and DEPARTMENT after the public involvement meetings to discuss

the comments received and shall recommend as to the possible disposition of these comments and suggestions.

- (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meetings and provide notices and press releases for the MUNICIPALITY'S use. The MUNICIPALITY will notify all adjacent and affected property owners.
 - (f) The CONSULTANT shall provide the MUNICIPALITY and DEPARTMENT with copies of all public involvement correspondence and file notes.
 - (g) The CONSULTANT shall coordinate meeting schedules with the DEPARTMENT and the MUNICIPALITY.
- (2) Stakeholder Meetings:
- (a) The CONSULTANT shall conduct ten (10) stakeholder meetings as directed by the MUNICIPALITY.

F. SURVEYS

- (1) The CONSULTANT shall survey from the planned Capital City trail connection from I-90 to Vilas Road.
- (2) If Authorized by Written Notice, the CONSULTANT shall survey from Vilas Road to the Glacial Drumlin trailhead.
- (3) Surveys shall include ties to 10 section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (4) Survey shall include the following elements:
 - (a) 100' cross sections where noted below in the trail mainline area.
 - 1. At a frequency of 100'
 - i. Along Frankenhauser Road
 - ii. Along the "horseshoe" section of the trail
 - iii. Within the cleared trail section from I-90 to Underdahl Road.
 - 2. At a frequency of 200'
 - i. From the point east of Vilas Road where the trail veers away from the RR west to Vilas Road.

- (b) Detailed survey at all intersections and RR crossings as well as other incidental topographic and field information necessary for final construction documents (streams, structure survey report requirements, and potential wetland fill areas assumed to be ~ 7 different areas with 200' cross sections).
- (5) Surveys shall be tied into the Wisconsin County Coordinate System, Dane County.

G. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform up to a total of borings as detailed below:
 - (a) (14) structure borings to a depth of 75' for bridge locations
 - (b) (6) structure borings to a depth of 30' for boardwalk locations.
 - (c) (9) pathway borings to a depth of 10' feet for wetland fill locations.
 - (d) (6) pathway borings to a depth of 5' at pathway locations.

The CONSULTANT shall perform limited laboratory testing on the soil samples retained to aid in determining the classification and engineering properties of the subsurface materials encountered. The CONSULTANT shall prepare an engineering report as outlined in the DEPARTMENT'S Geotechnical Bulletin No. 1.

- (2) Investigation of subsurface soil conditions for foundations at the site of the proposed structure is required. It shall consist of not less than one machine powered boring within the approximate limits of each substructure unit.

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

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

When bridge borings have reached the depth of 75' feet 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 MUNICIPALITY and DEPARTMENT. The extent of all subsurface foundation investigation performed shall be fully justified in the Soils Report for the PROJECT.

- (3) Subsurface investigations shall be coordinated with the MUNICIPALITY and DEPARTMENT, with a minimum of three working days prior notice to enable the MUNICIPALITY and DEPARTMENT to make provisions for on-site observations and to evaluate conditions during drilling.
- (4) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section – Drilled Borehole and Monitoring Well Abandonment Procedures".
- (5) The CONSULTANT shall classify soils by pedological means to provide pavement design parameters.

H. ROAD PLANS

- (1) Preliminary and final plans shall be developed from the planned Capital City Trail connection to Vilas Road.
- (2) An Alternative Alignment Technical Report from Vilas Road to the Glacial Drumlin trailhead shall be completed. Three alternative alignments, including a potential grade separated structure between Progress Drive and Clark Street, shall be evaluated as part of this contract. Preliminary and final plans from Vilas Road to the Glacial Drumlin trailhead within the Village of Cottage Grove would be considered "Extra Services". This report shall include the following elements:
 - (a) Technical report to be shared externally summarizing the following of each alternative:
 - i. estimate of probable construction and real estate costs
 - ii. benefits & disadvantages of each option relative to cost, environment, timing, safety, etc.
 - iii. Attached exhibits with a compiled GIS map showing all alternatives and individual GIS map exhibits showing planned route
 - (b) Detailed cost estimates for each option for internal review.
 - (c) Report will be completed based on information available from Dane County GIS.
- (3) The CONSULTANT shall prepare Road Plans for the PROJECT.
- (4) 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 are expected to consist of the following:

- (a) Title Sheet
- (b) Typical Cross Sections, General Notes, and Special Details
- (c) List of Standard Detail Drawings
- (d) Engineering Estimates On Computer Worksheet
- (e) Miscellaneous Quantities
- (f) Plan and Profile Sheets
- (g) Computer Earthwork Data
- (h) Cross Sections
- (i) Erosion Control Plan

Road Plans shall be designed in accordance with the current practices of the DEPARTMENT and in accordance with the principles, standards, and practices adopted by the DEPARTMENT for design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION, of the DEPARTMENT.

- (5) The CONSULTANT shall develop sufficient alternative or trial alignments, profiles, or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics, blending with the topography, and costs. The roadway profiles are to provide a "good fit" to the terrain to minimize earthwork and grading costs and to develop the configuration of other roadway elements such as bridges, intersections and cross-sections. Such trial designs or adjustments are considered essential phases of good engineering design and are required work under this CONTRACT.
- (6) Plans for minor incidental retaining walls less than six feet in height, pipe type structures, and boardwalk not considered a structure in this CONTRACT shall be considered as special construction details of the Road Plans and not as Structure Plans. It is anticipated that (6) separate boardwalk areas will be required, totaling approximately 1,900' in combined length. If required, performing hydrology and hydraulics for these structures would be considered an "Extra Service."
- (7) In preparation of Road Plans, the CONSULTANT shall prepare and furnish to the MUNICIPALITY specifications for construction work included in the 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.

- (8) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (9) Plans are subject to review and examination by the MUNICIPALITY and the DEPARTMENT.
- (10) It is anticipated that the PROJECT length will not exceed 5 miles.
- (11) It is anticipated that the Plan & Profile Sheets will be developed to a 1"=40' scale on the 11-inch by 17-inch size sheets.
- (12) Cross sections shall be limited to non-boardwalk or bridge areas and shall be every 200'.
- (13) Final Plans shall be submitted to the DEPARTMENT for review a minimum of thirty (30) days prior to the submittal of the "Request to Advertise" form.

I. STRUCTURE PLANS

- (1) Structure work includes the preparations of structure survey reports, preliminary and final plans, special provisions, quantities, and construction cost estimates for three (3) pedestrian bridges approximately 1,000', 1,400' and 35' long. The pedestrian bridges will utilize prefabricated superstructures on open pile bent piers. Hydrology and Hydraulics are included for (2) locations. If required, the design and detailing of superstructures for the pedestrian bridges or performing hydrology and hydraulics for any additional locations would be considered an "Extra Service."
- (2) In the design and development of the Structure Plans the CONSULTANT shall develop two (2) alternative structure types or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics, and cost considerations.
- (3) A Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, shall be prepared by the CONSULTANT in accordance with the procedures set forth in 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 sheets of the completed structure plans.
- (4) 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.

- (5) 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.
- (6) When the plans for a structure have been completed the CONSULTANT shall furnish the DEPARTMENT with plans for review and examination. The CONSULTANT shall also provide plans to the MUNICIPALITY.
- (7) The CONSULTANT shall submit for review and examination 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.
- (8) Plans will be subject to review and examination by the MUNICIPALITY and the DEPARTMENT. Such review and examination may be made on the site of the PROJECT.
- (9) Along with the plans for structures the CONSULTANT shall submit one copy or reproduction of the design computations for the DEPARTMENT'S review and permanent file.
- (10) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY or DEPARTMENT may request.

J. PLATS

- (1) A Right of Way Plat is not included in the CONTRACT and would be considered "Extra Services".

K. MEETINGS

- (1) The CONSULTANT shall hold an Operational Planning meeting to discuss the organization and processing of the services under this CONTRACT. All known utilities shall be invited.
- (2) Twenty (20) meetings shall be held periodically with the MUNICIPALITY to discuss the progress of the PROJECT. Ten (10) are expected to be in person and ten (10) are expected to be teleconferences. The CONSULTANT shall involve the DEPARTMENT in the meetings.
- (3) The CONSULTANT shall attend the pre-construction conference as scheduled by the MUNICIPALITY

- (4) The CONSULTANT shall coordinate all meeting schedules with the MUNICIPALITY and the DEPARTMENT.

L. PLANS, SPECIFICATIONS & ESTIMATES (P.S.&E.)

- (1) The CONSULTANT shall prepare a P.S.&E. for a bid letting by the MUNICIPALITY in accordance to the Sponsor's Guide. The CONSULTANT shall assist the MUNICIPALITY with the bid letting as required, including preparation of the Request to Award.

M. SERVICES PROVIDED BY THE MUNICIPALITY OR DEPARTMENT

The MUNICIPALITY or DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Known utility names and contacts
2. GIS data
3. DNR conveyance documents
4. Updated Memorandum of Agreement with DNR
5. Contacts for stakeholder groups
6. Any permitting for work within the right of way of roadways

N. PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to:
 - (a) Subsurface Investigations to Professional Service Industries, Inc.
 - (b) Archaeological Surveys to Commonwealth Heritage Group, Inc.
 - (c) Wetland Delineation to Ecosystems, LLC.
- (2) Services under this CONTRACT shall be completed by July 1, 2020. This assumes that the MUNICIPALITY will bid the PROJECT in January of 2020.
- (3) The following items shall be completed and submitted to the DEPARTMENT by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 15, 2017.

	<u>DATE</u>
Alternative Alignment Analysis	September 2017
30% Plans	March 2018
Section 106 Form	June 2018
Environmental Document	September 2018
60% Plans	February 2019
Design Study Report	March 2019

O. ACCESS TO RECORDS

Section V.B. of the STANDARD PROVISIONS is amended to include the following: The CONSULTANT'S record of the services provided under this CONTRACT will be available for inspection and copying at: CORRE, Inc.; 175 E. Wisconsin Avenue, Suite 27, Oconomowoc, WI 53066; ATTN: Lynda Fink.

Consultant Weighted Average Direct Labor Rates

Project ID:

WisDOT ID #5556-02-00
 Glacial Drumlin Trail
 East of IH 90- CTH N
 Non-Hwy
 Dane County

CORRE, INC.

Classification:

Environmental Specialist

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Beth Miller (Historical)	\$50.00	35.00%	\$17.50
Ken Wade (HazMAT)	\$55.00	25.00%	\$13.75
Kevin Meyer (Env. Doc)	\$47.06	40.00%	\$18.82
TOTAL			\$50.07

Classification:

Design Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Chelsea Morrison	\$34.50	85.00%	\$29.33
Jason Lauters	\$44.10	15.00%	\$6.62
TOTAL			\$35.95

Classification:

Stormwater Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Suzanne Schleeper	\$37.13	95.00%	\$35.27
Jessica Lewis	\$46.76	5.00%	\$2.34
TOTAL			\$37.61

Consultant Direct Labor Rates

Project ID: WisDOT ID #5556-02-00
 Glacial Drumlin Trail
 East of IH 90- CTH N
 Non-Hwy
 Dane County

CORRE, INC.

Employee Name(a)	Classification(b)	Current Rate(c) 2017	% Yearly Pay Increase	% Work at Current Rate(g)	New Pay Rate(e) 2018	% Work at Increased Rate(h)	Date of Increase(f)	New Pay Rate(e) 2019	% Work at Increased Rate(h)	Date of Increase(f)	New Pay Rate(e) 2019	% Work at Increased Rate(h)	Date of Increase(f)	Weighted Average Hourly Rate(i)
Lynda Fink	Project Manager	\$44.98	1.70%	20.00%	\$45.74	40.00%	1/1/2018	\$46.52	30.00%	1/1/2019	\$ 47.31	10%	1/1/2020	\$45.98
Bill Hove	Senior Structural Engineer	\$55.91	1.70%	20.00%	\$56.86	50.00%	1/1/2018	\$57.83	30.00%	1/1/2019	\$ 58.81	0%	1/1/2020	\$56.96
Philip Meinholz	Structural Engineer	\$38.75	1.70%	20.00%	\$39.41	50.00%	1/1/2018	\$40.08	30.00%	1/1/2019	\$ 40.76	0%	1/1/2020	\$39.48
see wtd ave direct labor rates	Environmental Specialist	\$50.07	1.70%	75.00%	\$50.92	25.00%	1/1/2018	\$51.79	0.00%	1/1/2019	\$ 52.67	0%	1/1/2020	\$50.28
see wtd ave direct labor rates	Design Engineer	\$35.95	1.70%	30.00%	\$36.56	30.00%	1/1/2018	\$37.18	30.00%	1/1/2019	\$ 37.81	10%	1/1/2020	\$36.69
see wtd ave direct labor rates	Stormwater Engineer	\$37.61	1.70%	0.00%	\$38.25	40.00%	1/1/2018	\$38.90	60.00%	1/1/2019	\$ 39.56	0%	1/1/2020	\$38.64
Scott Koffarnus	Surveyor	\$30.43	1.70%	70.00%	\$30.95	30.00%	1/1/2018	\$31.48	0.00%	1/1/2019	\$ 32.02	0%	1/1/2020	\$30.59
Troy Bechter	CAD Technician	\$31.37	1.70%	20.00%	\$31.90	40.00%	1/1/2018	\$32.44	30.00%	1/1/2019	\$ 32.99	10%	1/1/2020	\$32.07
Chris Kelly- Schultz	Administration	\$25.38	1.70%	20.00%	\$25.81	30.00%	1/1/2018	\$26.25	40.00%	1/1/2019	\$ 26.70	10%	1/1/2020	\$25.99

Contract Completion
Date: 7/1/2020

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Project ID: WISDOT ID #5556-02-00
 Glacial Drumlin Trail
 East of IH 90, CTH N
 Non-Hwy
 Dane County

CORRE, INC.

CLASS	Avg. Hourly Wage	ACT. CODE	Project Manager		Senior Structural Engineer		Structural Engineer		Environmental Specialist		Design Engineer		Stormwater Engineer		Surveyor		CAD Tech		Admin		Total Direct Labor		
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours
Administration/Coord.		740	37	\$1,701.26																			
Design Reports		748	8	\$367.84																			
Environ. Documents		767	14	\$643.72																			
Wetlands/Waterways		798	30	\$1,379.40																			
Historic		769	2	\$91.96																			
Hazardous Waste		765	2	\$91.96																			
Species & Habitats		797	8	\$367.84																			
Agency/Utility Coord.		746	18	\$827.64																			
Public Involvement		743	48	\$2,207.04																			
Survey-General		779	8	\$367.84																			
Prelim. Road Design		741	34	\$1,563.32																			
Prelim. Drainage		778	2	\$91.96																			
Prelim. Structure Design		1001	4	\$183.92																			
Finalize Design Elements		742	19	\$873.62																			
Final Drainage		789	2	\$91.96																			
Compute Quantities		786																					
Final Structure Design		1002	2	\$91.96																			
Right-of-Way		737	8	\$367.84																			
Meetings & Conferences		747	94	\$4,322.12																			
PS&E		794	17	\$781.66																			
Manage Subconsultant		773	7	\$321.86																			
TOTALS			364	\$16,736.72	100	\$5,696.00	255	\$10,067.40	57	\$2,865.96	898	\$32,947.62	133	\$5,139.12	259	\$7,922.81	727	\$23,314.89	37	\$961.63	2,830	\$105,652.15	

FEE COMPUTATION SUMMARY BY ENGINEERING TASK

Project ID: WisDOT ID #5556-02-00
 Glacial Drumlin Trail
 East of IH 90- CTH N
 Non-Hwy
 Dane County

CORRE, INC.

TASK	ACTIVITY CODE	Direct Labor Costs	Indirect Costs	Direct Costs	Fixed Fee/ Profit	TOTAL
Administration/Coordination	740	\$2,662.89	\$3,881.96		\$499.29	\$7,044.14
Design Reports	748	\$2,862.76	\$4,173.33		\$536.77	\$7,572.86
Environmental Documents	767	\$6,185.29	\$9,016.92		\$1,159.74	\$16,361.95
Wetlands/Waterways	798	\$3,360.66	\$4,899.17	\$51.36	\$630.12	\$8,941.31
Historic	769	\$1,344.88	\$1,960.57	\$34.24	\$252.17	\$3,591.86
Hazardous Waste	765	\$2,437.42	\$3,553.27		\$457.02	\$6,447.71
Species & Habitats	797	\$367.84	\$536.24	\$17.12	\$68.97	\$990.17
Agency/Utility Coord.	746	\$4,716.78	\$6,876.12		\$884.40	\$12,477.30
Public Involvement	743	\$4,932.45	\$7,190.53	\$68.48	\$924.83	\$13,116.29
Survey-General	729	\$9,171.21	\$13,369.79	\$581.92	\$1,719.60	\$24,842.52
Prelim. Road Design	741	\$16,802.51	\$24,494.70	\$205.44	\$3,150.47	\$44,653.12
Prelim. Drainage	778	\$3,927.94	\$5,726.15	\$68.48	\$736.49	\$10,459.06
Prelim. Structure Design	1001	\$12,660.76	\$18,456.86	\$34.24	\$2,373.89	\$33,525.75
Finalize Design Elements	742	\$9,332.00	\$13,604.19	\$102.72	\$1,749.75	\$24,788.66
Final Drainage	789	\$1,838.20	\$2,679.73	\$68.48	\$344.66	\$4,931.07
Compute Quantities	786	\$1,174.08	\$1,711.57		\$220.14	\$3,105.79
Final Structure Design	1002	\$12,412.00	\$18,094.21	\$34.24	\$2,327.25	\$32,867.70
Right-of-Way	737	\$367.84	\$536.24		\$68.97	\$973.05
Meetings & Conferences	747	\$6,083.24	\$8,868.15	\$393.76	\$1,140.61	\$16,485.76
PS&E	794	\$2,689.54	\$3,920.81		\$504.29	\$7,114.64
Manage Subconsultants	773	\$321.86	\$469.21	\$51.36	\$60.35	\$902.78
TOTALS		\$105,652.15	\$154,019.72	\$1,711.84	\$19,809.78	\$281,193.49

Home Office Indirect Cost Rate 1.4578
 Fixed Fee Indirect Cost Rate 1.5
 Profit = 7.50%

Consultant Contract Total Fee Computation

Project ID:

WisDOT ID #5556-02-00
 Glacial Drumlin Trail
 East of IH 90- CTH N
 Non-Hwy
 Dane County

CORRE, INC.

Project ID	5556-02-00	If Authorized	Total for Contract
Number of Staff Hours	2830	36	2866
Total Direct Labor	\$105,652.15	\$1,141.92	\$106,794.07
Total Indirect Costs	\$154,019.72	\$1,664.69	\$155,684.41
Fixed Fee/Profit	\$19,809.78	\$214.11	\$20,023.89
Direct Costs	\$1,711.84	\$84.36	\$1,796.20
Subtotal	\$281,193.49	\$3,105.08	\$284,298.57
Ecosystems, LLC.	\$9,000.00		\$9,000.00
Commonwealth Heritage Group, Inc.	\$10,124.58		\$10,124.58
Professional Services Industries, Inc.	\$65,258.30		\$65,258.30
Subcontract Subtotal	\$84,382.88	\$0.00	\$84,382.88
TOTAL COST	\$365,576.37	\$3,105.08	\$368,681.45

Home Office Indirect Cost Rate: 1.4578 Percent Profit: 7.50%

Consultant Direct Labor Rates

Project ID: WisDOT ID #5556-02-00 - If Authorized
 Glacial Drumlin Trail
 East of IH 90- CTH N
 Non-Hwy

CORRE, INC.

Employee Name(a)	Classification(b)	Current Rate(c) 2017	% Yearly Pay Increase	% Work at Current Rate(g)	New Pay Rate(e) 2018	% Work at Increased Rate(h)	Date of Increase(f)	New Pay Rate(e) 2019	% Work at Increased Rate(h)	Date of Increase(f)	New Pay Rate(e) 2019	% Work at Increased Rate(h)	Date of Increase(f)	Weighted Average Hourly Rate(i)
Lynda Fink	Project Manager	\$44.98	1.70%	10.00%	\$45.74	90.00%	1/1/2018	\$46.52	0.00%	1/1/2019	\$ 47.31	0%	1/1/2020	\$45.66
Scott Koffarnus	Surveyor	\$30.43	1.70%	10.00%	\$30.95	90.00%	1/1/2018	\$31.48	0.00%	1/1/2019	\$ 32.02	0%	1/1/2020	\$30.90

Contract Completion

Date: 7/1/2020

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Project ID:

WisDOT ID #5556-02-00 - If Authorized
 Glacial Drumlin Trail
 East of IH 90- CTH N
 Non-Hwy
 Dane County

CORRE, INC.

CLASS	Project Manager		Surveyor		Total Direct Labor	
	Hours	Dollars	Hours	Dollars	Hours	Dollars
Avg. Hourly Wage		\$45.66		\$30.90		
TASK	ACT. CODE					
Survey-General	729	\$91.32	34	\$1,050.60	36	\$1,141.92
TOTALS		\$91.32	34	\$1,050.60	36	\$1,141.92

FEE COMPUTATION SUMMARY BY ENGINEERING TASK

Project ID:

CORRE, INC.

WisDOT ID #5556-02-00 - If Authorized

Glacial Drumlin Trail

East of IH 90- CTH N

Non-Hwy

TASK	ACTIVITY CODE	Direct Labor Costs	Indirect Costs	Direct Costs	Fixed Fee/ Profit	TOTAL
Survey-General	729	\$1,141.92	\$1,664.69	\$84.36	\$214.11	\$3,105.08
TOTALS		\$1,141.92	\$1,664.69	\$84.36	\$214.11	\$3,105.08

Home Office Indirect Cost Rate 1.4578

Fixed Fee Indirect Cost Rate 1.5

Profit = 7.50%

Direct Costs by Item

Project ID:

WisDOT ID #5556-02-00 - If Authorized
Glacial Drumlin Trail
East of IH 90- CTH N
Non-Hwy
Dane County

CORRE, INC.

Item	Unit Amount	Unit Type	Rate	Total Expenses
MILEAGE	96	MILES	\$0.535	\$51.36
MEALS	3	EACH	\$11.00	\$33.00
TOTAL				\$84.36

April 28, 2017

CORRE, Inc

c/o: Ms. Lynda Fink, P.E.

Re: Proposal for Geotechnical Exploration
PROJECT ID 5556-02-00
Glacial Drumlin Trail
(East of IH 90 – CTH N)
Non Highway
Dane County
PSI Proposal No.: 207642R4

Dear Ms. Fink:

Thank you for giving Professional Service Industries, Inc. (PSI) this opportunity to propose our services. PSI is submitting this proposal to conduct a geotechnical exploration for the proposed Glacial Drumlin Trail in Dane County, WI. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

PROJECT UNDERSTANDING

Briefly, PSI understands the project will include the construction of the three types of structures following:

- Type 1: Bridge Structures- The bridges will use open pile bent piers and a prefabricated superstructures with 100' spans;
- Type 2: Boardwalks - These boardwalks will be constructed with helical piers.
- Type 3: Pathway Embankment with paved paths– Likely in areas of wetland where recommendations will be required for stabilization of the existing ground surface for new embankments and pavements;

The project completion date is May 2020.

Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES-GEOTECHNICAL

Based upon your request and PSI's current understanding of the project, PSI has outlined below a scope of services to provide a geotechnical study for the primary purpose of developing geotechnical design criteria for the proposed bridges, wetland fills and pathways. Typically the helical pier systems used to support the boardwalks

PROJECT ID 5556-02-00
 Glacial Drumlin Trail
 (East of IH 90 – CTH N)
 Non Highway
 Dane County
 PSI Proposal No.: 207642R4
 April 28, 2017

PSI's proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

FEES

It has been requested that the fees for performance of the field/laboratory services be charged on a **cost per unit basis**. The engineering services have been charged on a **specific hourly rate basis**. The following is a breakdown of the unit rate and specific hourly rate charges for the project.

PSI COST PER UNIT WORKSHEET - PSI PROPOSAL 207642R4				
ITEM	Quantity	Units	RATE	Extended
Field/Laboratory Services				
Project Mobilization	2	Each	\$ 400.00	\$ 800.00
ATV Usage	4	Weeks	\$ 1,000.00	\$ 4,000.00
Per Diem/Daily Mobilization	12	Each	\$ 225.00	\$ 2,700.00
Soil Drilling and Sampling 0-25 Feet	620	Foot	\$ 10.00	\$ 6,200.00
Soil Drilling and Sampling 25-50 Feet	380	Foot	\$ 13.00	\$ 4,940.00
Soil Drilling and Sampling 50-75 Feet	350	Foot	\$ 16.00	\$ 5,600.00
Bore Hole Abandonment per foot	1350	Foot	\$ 3.00	\$ 4,050.00
Project Setup/Digger's Hotline-site meet	1	Each	\$ 200.00	\$ 200.00
Organic Contents	10	Each	\$ 15.00	\$ 150.00
Atterberg Limits	3	Each	\$ 75.00	\$ 225.00
Moisture Content/Hand pen	334	Test	\$ 5.00	\$ 1,670.00
Matting for soft soils	400	square feet	\$ 6.00	\$ 2,400.00
Clearing and Grubbing (Removal of Trees)	7	Day	\$ 3,300.00	\$ 23,100.00
Management of Clearing and Grubbing	7	Day	\$ 250.00	\$ 1,750.00
Western stream temp. bridge crossing	1	Each	\$ 1,930.00	\$ 1,930.00
			Subtotal	\$ 59,715.00
Engineering Services				
Project Engineer	49	Hour	\$ 102.98	\$ 5,046.02
Principal Engineer	4	Hour	\$ 124.32	\$ 497.28
			Subtotal	\$ 5,543.30
			Total Project	\$ 65,258.30

A cost reduction for clearing and grubbing of \$1,425.00 per day would be provided if it would be allowed to leave the cut trees in the wetland after they are cut down.

PROJECT ID 5556-02-00
Glacial Drumlin Trail
(East of IH 90 – CTH N)
Non Highway
Dane County
PSI Proposal No.: 207642R4
April 28, 2017

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if PSI can be of additional service.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy
Ted A. Cera, P.E.
Department Manager
Geotechnical Services

Electronic Copy
Paul J. Koszarek, P.E.
District Manager

PROJECT ID 5556-02-00
 Glacial Drumlín Trail
 (East of IH 90 – CTH N)
 Non Highway
 Dane County

Professional Service Industries, Inc.

Specific Rate Contract Direct Labor Rates

Project ID: 5556-02-00

(a) Employee Name	(b) Classification	(c) Current Rate	(d) % Pay Increase	(e) New Pay Rate	(f) Date of Increase	(g) % Work at Current Rate	(h) % Work at Increased Rate	(i) Weighted Average Hourly Rate	(j) Indirect Cost	(k) Fixed Fee	(l) Actual Labor-Related Rate	(m) Final Actual Labor-Related Rate
800014	Project Engineer	\$34.70	0.00%	\$34.70		100.00%	0.00%	\$34.70	\$ 61.77	\$ 6.51	102.98	102.98
800016	Principal Engineer	\$41.89	0.00%	\$41.89		100.00%	0.00%	\$41.89	\$ 74.58	\$ 7.85	124.32	124.32
				\$0.00				\$0.00			\$0.00	
				\$0.00				\$0.00			\$0.00	
				\$0.00				\$0.00			\$0.00	
				\$0.00				\$0.00			\$0.00	
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				\$0.00				\$0.00			\$0.00	
				\$0.00				\$0.00			\$0.00	
				\$0.00				\$0.00			\$0.00	
				\$0.00				\$0.00			\$0.00	
				\$0.00				\$0.00			\$0.00	

Contract Completion Date: 5/1/2020

Home Office Indirect Cost Rate (%): 178.03%

Profit (%): 7.5%

Fixed Fee Overhead Rate (%): 150.00%

PROJECT ID 5556-02-00
 Glacial Drumlins Trail
 (East of IH 90 – CTH N)
 Non Highway
 Dane County

Professional Service Industries, Inc.

Specific Rate Contract Total Fee Computation

5556-02-00

Project ID	5556-02-00				Total for Contract
Number of Staff Hours	53				53
Labor-Related Costs	\$5,543.30				\$5,543.30
Direct Costs	\$0.00				\$0.00
Subtotal	\$5,543.30	\$0.00	\$0.00	\$0.00	\$5,543.30
Subcontract 1	\$0.00				\$0.00
Subcontract 2	\$0.00				\$0.00
Subcontract 3	\$0.00				\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$5,543.30	\$0.00	\$0.00	\$0.00	\$5,543.30

Home Office Indirect Cost Rate (%): 178.03 %
 Fixed Fee Overhead Rate (%): 150.00 %

Profit (%): 7.5



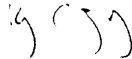
COMMONWEALTH

H E R I T A G E G R O U P

This proposal contains pricing and other information confidential and proprietary to Commonwealth Heritage Group, Inc. Disclosure of this proposal's contents to persons or organizations outside CORRE, Inc., Dane County, Wisconsin DNR, and WisDOT is not authorized without specific written permission of Commonwealth Heritage Group, Inc. All technical specifications in this proposal are valid for 90 days.

Date: April 28, 2017

To: Lynda Fink
CORRE, Inc.
175 E. Wisconsin Ave., Suite N
Oconomowoc, WI 53066

From: Katie Egan-Bruhy 

Subject: Proposal – Archaeological and Architecture/History Investigations
WisDOT Project ID 5556-02-00
Glacial Drumlin Trail
East of IH 90 – CTH N
Dane County

Commonwealth Heritage Group, Inc. (Commonwealth) is pleased to present the following proposal to CORRE, Inc. (CORRE) for cultural resources services for the proposed Glacial Drumlin Trail project in Dane County. It is our understanding that archaeological and architecture/history investigations are needed pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations. Commonwealth has completed numerous compliance surveys in WisDOT's Southwest Region and you can expect our familiarity with the project area will facilitate all phases of the Section 106 process.

ARCHAEOLOGICAL INVESTIGATIONS

Records and Literature Review

The initial task of the project will consist of reviewing background information compiled for the project to ensure that it is current. The study area will include the area of potential effects (APE) and the surrounding area. Commonwealth holds a license for remote access to the Division of Historic Preservation (DHP), Wisconsin Historical Society (WHS), Wisconsin Historic Preservation Database (WHPD). Therefore, the records review will be conducted from Commonwealth's Milwaukee Office. Plats, reports on previous surveys, and other information at the WHS will be gathered by a part-time, Madison-based Commonwealth staff member. At a minimum, the research will be directed to the development of an archaeological survey strategy.



Sources that potentially will be consulted may include (but are not necessarily limited to) previous cultural resource investigations in the project area, historic plat maps and atlases, and relevant literature pertaining to potential archaeological resources within the project area. For the purposes of background discussion and supporting the choice of field methods, Commonwealth will search for and identify archaeological sites within 1.0 mi (1.6 km) of the proposed project area. Results of the literature search will be integrated into the report or recorded on an Archaeological Literature and Records Review form that will be attached to the Archaeological Survey Report Form (ASFR) if a formal report is not required.

Acquisition of Permit and Landowner Contacts

In accordance with Wisc. Stats. § 44.47, the State reserves the right to protect and preserve archaeological and scientific information, matters, and objects on archaeological sites owned by political subdivisions of the state. In accordance with this statute, Commonwealth will prepare a *Wisconsin Public Lands Field Archaeological Permit* to be signed by a duly authorized representative as necessary. The permit will then be forwarded to the State Archaeologist for signature.

In addition, Commonwealth will notify affected landowners in advance of the proposed and request information regarding archaeological resources.

Phase I Archaeological Field Investigations

The next stage of the project will consist of a Phase I archaeological survey of the APE. Based on the information provided by your office, we estimate that the project includes a ca. 6-foot-wide trail that extends approximately 6 miles. This will constitute the APE for archaeological resources and will require archaeological survey. For purposes of this proposal, we assume that 50 percent of the APE will require shovel testing and that the remainder can be examined via pedestrian survey.

The following field techniques are consistent with the requirements of the Wisconsin DHP and the *Guidelines for Public Archeology in Wisconsin* (2012) and the most recent *Wisconsin Department of Transportation Facilities Development Manual* (FDM). Archaeological fieldwork will be completed using a two-person field team. In areas with substantial exposed ground visibility (> 10 percent), our field team will undertake a controlled surface survey with a 10-m interval maintained between visual transects. In areas where surface visibility is less than 15 percent, shovel testing will be conducted. Spacing between shovel tests and shovel test transects will not exceed 15 m. Shovel testing will not be undertaken on steep slopes, in wetlands, or in areas of obvious disturbances (e.g., borrow pits, two-track roads). Disturbed areas will, however, be evaluated excavating shovel probes at a 45-m interval to verify the disturbance. The field conditions, methods, and presence of disturbance will be documented on project plans.

Each shovel test will be approximately 35 cm to 50 cm in diameter (depending on the depth needed to reach sterile subsoil) and excavated to a depth sufficient to verify the presence of sterile, undisturbed subsoil. The contents of each shovel test unit will be screened through 1/4-in hardware cloth. If a shovel test produces artifacts, additional radial shovel tests will be excavated in cardinal directions from the findspot at 5-m intervals until two consecutive negative shovel tests are encountered. All shovel tests will be numbered and observations recorded individually on project forms and tied to project maps. The type of survey coverage (shovel testing versus walkover) and ground surface conditions, including disturbances, will also be recorded on project maps.

The location of each site will be recorded on project maps, and a compass and pace map will be produced to tie the site into the surrounding landscape. All sites will be referenced to the nearest permanent landmark. Site boundaries will be based on the surface distribution of artifacts or shovel tests containing artifacts within the survey corridor. During the fieldwork stage, particular attention will be given to locations within the proposed construction area that might contain sites identified during the background and literature search. All located or relocated sites will be photographed in color, plotted using GPS technology, and recorded on project maps.

It is assumed that CORRE, Inc. will be responsible for providing Commonwealth with a list of landowners and their addresses, so that Commonwealth can secure landowner permission to conduct the survey. Fieldwork will commence after landowner permission has been secured. It is also assumed that Jewell, or a representative thereof, will provide detailed project plans prior to commencement of the survey.

Human Remains

Commonwealth understands that the discovery of human remains is a sensitive issue that must be addressed appropriately if the situation arises. If human remains are discovered, state, federal and WisDOT guidelines will be followed, and immediate consultation will be undertaken with Jewell, Dane County Highway Department, and DHP.

According to State Statute (S.157.70) and Chapter HS2 of the Wisconsin Administrative code only a "qualified archaeologist" may oversee the excavation of burials. Commonwealth has several "qualified archaeologist" on staff and available should burials be encountered during the construction phase of the project. This additional monitoring activity is not included in the current budget, but could be negotiated if requested.

Laboratory Analysis

In the event that artifacts are recovered, they will be cleaned, processed, and analyzed. To the extent feasible, artifacts will be classified according to chronology and/or cultural affiliation, function, and raw material. An inventory will be produced for inclusion in the report and will be generated using Commonwealth's computerized database developed for archaeological collections. The types and quantities of artifacts will be integrated into the report on a site-by-site basis to help evaluate site significance. Artifact analysis will be done in accordance with the *Guidelines for Public Archeology in Wisconsin* (2012).

For each new site located, Commonwealth will complete a Wisconsin *Archaeological Site Inventory* (ASI) form and obtain a state site number from the Wisconsin DHP. For each site that has previously recorded and for which new information is derived, an ASI Update form will be completed. The state codification number will be recorded on all analytic paperwork, artifact bags and inventory cards, and field notes, at this time.

Curation

Artifacts will be prepared for curation in accordance with 36 CFR Part 79, Curation of Federally- Owned and Administered Archaeological Collections. Commonwealth will make arrangements for curation of the artifacts with a State-approved repository, and the ASI will be updated to reflect the final disposition of collections. Costs are not included in this proposal and will be negotiated once the volume of materials needing curation is known.

Report Preparation

Assuming that no archaeological site is found, under the Memorandum of Agreement between WisDOT and the Wisconsin DHP, Commonwealth will complete an Archaeological Survey Field Report (ASFR) and Archaeological Records and Literature Review form, instead of a formal report. Should a site be found, requiring preparation of a formal report, the report will detail the results of the archaeological records and literature review, and the Phase I archaeological survey. The technical report will present the findings and results of the investigations, in accordance with the guidelines of the *Guidelines for Public Archeology in Wisconsin* (2012). At a minimum it will include the following sections: 1) Introduction; 2) Environmental Setting; 3) Cultural Context; 3) Survey Methods; 4) Survey Results; 6) Conclusions and Recommendations; and 7) References Cited. The results section will include a summary of field observations, and describe each archaeological and historical site found in sufficient detail so that a preliminary evaluation of NRHP significance may be made. Finally, the report will be fully illustrated and will minimally provide the location of each site on a 7.5 minute series USGS topographic map, showing its relationship to the permanent landmarks and the landscape. For purposes of this proposal, it is assumed that no archaeological sites will be identified and that the results of the investigation will be documented in an ASFR.

ARCHITECTURE/HISTORY SURVEY

Background Research and Reconnaissance-Level Fieldwork

Commonwealth will conduct background and archival research and review the Wisconsin Historic Preservation Database (WHPD) to determine if any properties in the project area were previously surveyed. Commonwealth will then complete an architecture/history survey of properties that may be directly or indirectly affected by the project in accordance with the Wisconsin Historical Society's *Survey Manual*. We will identify, photograph, and assess the National Register eligibility of individual buildings, structures, and objects, as well as any districts that are present. Additional photographs depicting streetscapes and viewsheds will be provided as needed to document the project's Area of Potential Effects (APE). CORRE will be notified of our initial findings within five working days of completion of the fieldwork. The results of our survey will be formally documented in an Architecture/History Survey Report (AHSR), as required by WisDOT and the Wisconsin State Historic Preservation Office (SHPO).

Based on a preliminary review of the WHPD there are approximately five previously surveyed properties in the project area, none of which are listed on, or determined eligible for, the National Register of Historic Places (National Register). For the purposes of this proposal we assume that up to 7 properties will require survey and documentation in an AHSR, and no Determinations of Eligibility (DOEs) will be required.

SERVICES NOT INCLUDED

This proposal does not include Phase II archaeological investigations, preparation of DOEs or a Determination of No Adverse Effects (DNAE). Additionally, this proposal does not include the preparation of Documentation for Consultation (D for C) and a Memorandum of Agreement (MOA) if adverse effects to historic properties cannot be avoided, nor will Commonwealth be providing services related to Section 4(f) and/or 6(f) documentation.

DELIVERABLES

Electronic drafts of the ASFR and AHSR will be submitted to CORRE for review and comment. Following receipt of comments, five copies of the final reports and Section 106 form will be submitted to CORRE for your files and distribution.

PERSONNEL QUALIFICATIONS

Commonwealth will dedicate the following key personnel to this project:

Project Manager

Dr. Kathryn C. Egan-Bruhy (Ph.D., Michigan State University) is currently Regional Director for Commonwealth's Wisconsin office and has over 25 years of cultural resource management experience in the Upper Great Lakes and Midwest. She has served as project manager or principal investigator on over 400 archaeological investigations in Wisconsin, Michigan, Illinois, Indiana, Ohio and Minnesota and project manager for over 200 architecture/history investigations in Wisconsin, Illinois and Minnesota. She has twenty years' experience working with the Wisconsin DHP and Burial Site Preservation Office and is registered with the WHS as a "Qualified Archaeologist" for excavating of human remains. In addition, she has twenty years of experience coordinating cultural resource investigations with the Environmental Services/WisDOT.

Architectural Historian

Greg Rainka (M.S., The School of the Art Institute of Chicago) has eight years of experience as an architectural historian, cultural resources specialist, preservation planner, and project manager, and exceeds the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. His job responsibilities have primarily included documenting and facilitating project compliance with federal and state historic preservation and environmental laws and regulations. He has completed numerous historic and cultural resource studies for transportation, energy, telecommunication, and other infrastructure projects, and has surveyed and evaluated residential, commercial, industrial, agricultural, military, and tribal property types, as well as engineering resources such as power generation facilities, water control structures, roads, railroads, and bridges. Mr. Rainka has also completed National Register of Historic Places nominations and HABS/HAER reports; participated in statewide contextual studies and historic bridge and road inventories; and prepared historic structures reports, historic property maintenance plans, and agreement documents. From 2012 to 2015, Mr. Rainka was a contract staff historian for the Wisconsin Department of Transportation (WisDOT). In that role, he reviewed compliance documentation for WisDOT projects and worked directly with the State Historic Preservation Office (SHPO) to complete the compliance process.



He was also responsible for planning WisDOT's annual training for architecture/history consultants and regional environmental coordinators.

SCHEDULE

Commonwealth will complete the pre-field research and contact landowners within 10 business days of receiving authorization to proceed and a landowner contact list. Weather permitting, the archaeological and architecture/history surveys will begin within 10 business days of receiving a list of landowners and project design details/files. Commonwealth proposes to prepare a draft Phase I archaeological report within 5 business days after the completion of the fieldwork and draft AHSR within 15 business days after the completion of the fieldwork. All final reports will be submitted within 5 business days of receiving comments from CORRE. Should this schedule not meet the needs of CORRE, Commonwealth will negotiate a modified schedule to better serve your project needs.

COST

Commonwealth estimates archaeological field investigations will be conducted within the APE that comprises an approximately 6-mile-long, 10-foot-wide trail, with some associated temporary limited easement. Commonwealth assumes that approximately 50 percent of the APE will require shovel testing and that no archaeological sites will be identified. Further, Commonwealth assumes that up to 7 architecture/history resources will require survey and documentation in an AHSR. Based on this estimate, we propose to complete the archaeological and architecture/history survey and reporting for a cost not to exceed **\$10,124.58**. Billing will be on a cost reimbursable, plus fixed fee basis. Attached is a breakdown of costs.



**Archaeological and Architectural History Investigations
WisDOT Project ID 5556-02-00
Glacial Drumlin Trail
Dane County**

1. Salary & Wages		Prefield	Field	Report	Total Hrs.	TOTAL
Egan-Bruhy, Kathryn (Regional VP)	\$38.91	2		4	6	\$233.46
Hulit, Elissa (GIS Coordinator)	\$24.50	2		4	6	\$147.00
Rainka, Greg (Architectural Historian)	\$24.54	4	8	32	44	\$1,079.76
Jones, Rhiannon (Archaeologist)	\$21.35	4	40	12	56	\$1,195.60
Archaeological Technician	\$14.00	2	40		42	\$588.00
Subtotal		14	88	52	154	\$3,243.82
2. General and Administrative						
Provisional Rate = 146.48			\$4,751.54			
Labor x 146.48						
Subtotal						\$4,751.54
3. Fixed Fee						
Labor *2.5 * 7.5			\$608.22			
Subtotal						\$608.22
4. Transportation						
		<u>Vehicles</u>	<u>Miles</u>			
Mileage at \$0.535/mile		1	600	\$321.00		
Subtotal						\$321.00
5. Lodging and Per Diem						
		<u>Hours</u>	<u>Days</u>			
Lodging at \$82.00/night		80	10	\$820.00		
Per diem at \$38.00/day		80	10	\$380.00		
Subtotal						\$1,200.00
6. Total Estimated Cost						\$10,124.58



April 21, 2017

Ms. Lynda Fink
CORRE, Inc.
175 E. Wisconsin Ave., Suite N
Oconomowoc, WI 53066

Re: **Proposal for Environmental Consulting Services** – Glacial Drumlin Trail Project (Section 1), Dane County, WI
WisDOT ID #5556-02-00

Dear Lynda:

Ecosystems, llc (ecosystems) is pleased to present this proposal for environmental consulting services to CORRE, Inc. (Client) in connection with the Glacial Drumlin Trail Project located in Dane County, WI. The project site is generally described as Section 1 of the proposed trail totaling approximately 5 miles long by 50-foot wide survey corridor (except 3 specific publicly owned/WDNR managed parcels having a 300' wide corridor and 100' adjacent to Fankhauser Rd), parallel to one side of an existing railroad (generally excluding RR ROW and its ditches), from I-39 bridge to Vilas Road within the City of Madison and Towns of Blooming Grove and Cottage Grove (T7 – R10 & 11E) in Dane County, Wisconsin. This proposal includes our qualifications, scope of services, cost estimate, schedule, and Agreement (Terms and Conditions) to complete an **Assured** wetland delineation. Ecosystems will provide highly experienced and qualified staff and initiate this project upon receipt of an executed Agreement.

QUALIFICATIONS

Mr. King is a certified Professional Wetland Scientist, Professionally Assured and Certified Wetland Delineator (WI & MN) with 25 years of professional environmental consulting experience serving public and private clients in the Midwest. He has extensive wetland experience and has identified and delineated thousands of wetlands during his career on small to large, complex sites ranging from less than one acre to several thousand acres in size.

A Professionally Assured Wetland Delineator will conduct the wetland delineation using the scope of services outline below. Specifically, the lead field investigator and report author is Assured by the Wisconsin Department of Natural Resources (WDNR) under their Professional Assurance Program. This program was established by the WDNR for highly experienced professional wetland scientists who meet strict qualifications relating to education, training, experience and performance standards, which are reviewed annually by the WDNR to maintain Assured status. Goals of the program are to provide a high level of certainty regarding accuracy of delineated wetland boundaries for project planning purposes and help streamline the State review process. For more information about the Assurance program visit: dnr.wi.gov/topic/wetlands/assurance.html.

As an Assured Delineator, Mr. King received advanced written concurrence from the WDNR for all wetland delineations that he will conduct in the current calendar year. Therefore, clients do not need to wait for the WDNR to review or concur with his wetland delineations before moving forward with project planning. This helps expedite your project and the review process for WDNR's wetland regulatory program. For example, it can take up to 60 days for the WDNR to review and provide written concurrence for wetland delineation work completed by a non-assured wetland delineator and the WDNR charges additional fees for their confirmation service. These are key advantages of using an Assured Delineator that add significant value to a project and greatly benefit the client by reducing potentially lengthy and costly project delays.

Assurance does not eliminate the need for appropriate local, state and/or federal agency coordination, reviews and decisions concerning permits for wetland disturbance. In those cases, the Assured Wetland Delineation will help expedite agency reviews for State wetland permit decisions and/or State-mandated local wetland programs. In addition, federal agencies having jurisdictional authority may have other related permit requirements.

SCOPE OF SERVICES

Assured Wetland Delineation

The wetland delineation will be completed by a **Professionally Assured Wetland Delineator**. Wetland delineation tasks are listed below.

1. The wetland determination and delineation will be completed using the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral & Northeast Region (Ver. 2.0) and related guidance document (USACE & WDNR 2015).
2. Wetland determinations will be conducted using **routine** methods in most cases, as defined in the above documents. It's anticipated that routine determination methods may not be sufficient in certain areas where altered wetlands may exist on agricultural lands, which are Difficult Wetland Situations as defined in the above documents. Difficult Wetland Situations (e.g., Problem Areas and/or Atypical Situations) often require additional and more detailed data collection, offsite review, extra field sampling, and/or reporting. Specifically, an offsite review using multiple years of aerial photography may be needed to make wetland determinations on certain agricultural lands (that may contain altered wetlands) using the *Guidance for Offsite Hydrology/Wetland Determinations* (USACE & MNBWSR 2016). If needed, ecosystems will obtain and review available Farm Service Agency (FSA) aeriels and other sources of aerial photography and related precipitation data, review the crop history of certain agricultural lands, and evaluate for wet signatures. The offsite review will be completed prior to conducting the onsite determination and delineation fieldwork. Ecosystems will contact the Client if these areas are more extensive than anticipated or other Difficult Wetland Situations (e.g., drained, excavated, or filled wetlands) are encountered in the field, which may involve additional time, further investigation, and higher fee.
3. Ecosystems will obtain and review available resources to assist in the determination and delineation such as USGS topographic map, Natural Resources Conservation Service (NRCS) soil survey data, Wisconsin Wetland Inventory (WWI) mapping, recent aerial photography, antecedent precipitation data, County, and Client data.
4. The Client shall provide a map and shapefile data to ecosystems showing exact location of the site, property boundaries, and/or specific delineation limits. If the property boundaries, project site, or delineation limits are not clearly identified, then the Client or their agent shall meet with ecosystems onsite to field review the limits prior to starting the fieldwork. Fieldwork will be conducted during the growing season of 2017.
5. Wetland boundaries and sample points will be located with a GPS capable of sub-meter accuracy, which is sufficient for the intended purpose. In addition, surface water features, if present, are typically identified incidental to the wetland survey, located using GPS and/or generally mapped using other available sources. A map will be prepared showing the location of wetland boundaries and sample points on a recent aerial photograph using GIS. Wetland boundary data will be delivered to the Client in electronic Shapefile or CAD format. Wetland boundaries will not be flagged unless specifically requested by the landowner. If flagged, the landowner will ultimately be responsible for removal of all flags prior to subsequent cultivation, removal or clearing of vegetation, grazing, pasturing livestock, etc.
6. Wetland delineation methods and results will be documented in a wetland delineation report (electronic PDF format). The report will contain delineation methods, offsite review, description of the site, wetlands, surface waters if present, adjacent uplands, appropriate figures including wetland delineation map, wetland determination data forms, antecedent precipitation analysis, and photographs. Report submittal to WDNR is required for delineations completed by an Assured Delineator for compliance with the Assurance program.
7. If needed, ecosystems will participate in two project meetings including one meeting onsite concurrent to the wetland delineation fieldwork and one meeting via conference call. It's also assumed that no RR safety training, flag man, etc. is required during the fieldwork, or if so, it will be provided by others and at their expense.

The information provided by ecosystems regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. The physical characteristics of a site can change over time, depending on the season, climate and precipitation patterns, vegetation patterns, drainage improvements, land alterations and management activities on the site and adjacent parcels, and other human disturbances or natural events. Any of these factors can change the nature and extent of wetlands on a site.

The scope of services does not include obtaining written concurrence, exemption determinations, or jurisdictional determinations from the regulatory agencies. Regulatory coordination and/or requests for additional information beyond that included in this scope of services may be completed as authorized by the Client on a time and materials basis as an additional service for an extra fee. The Client or landowner is responsible for obtaining authorization, permits or approvals from local, state and/or federal regulatory agencies before proceeding with development activities on the property. If the Client or landowner proceeds to develop the property without obtaining prior authorization from the regulatory agencies, it will be done at their risk and ecosystems will not be responsible or liable for any resulting damages.

COST ESTIMATE

Ecosystems will complete the services described above for a **lump sum** fee of **\$9,000**, which includes all labor and reimbursable expenses (e.g., mileage, GPS rental, etc.). This fee is based on the following labor, rates, and direct expenses:

Labor:

<u>Staff Classification</u>	<u>Rates</u>	<u>Hours/Units</u>	<u>Amount</u>
Principal	\$100/hr.	52	\$5,200
Intern/Technician	\$50/hr.	54	\$2,700

Expenses:

Subconsultant (GIS)	\$50/hr.	6	\$300
Mileage	\$0.535/mi.	650	\$347
Per Diem Meals	\$51/day	3	\$153
GPS Rental	\$100/day	3	\$300

Total Cost: **\$9,000**

In the future, it's anticipated that a wetland delineation will be required for Section 2 of the project as an additional or extra service and for an extra fee.

Ecosystems will complete other tasks, additional services, and/or attend meetings in addition to those listed in the scope of services, as authorized by the Client, on a time and materials basis. If there are changes to the scope of services that would cause the estimated fees to be exceeded, ecosystems will contact the Client for approval to proceed. Ecosystems may furnish additional services upon request as an amendment to this Agreement.

PROJECT SCHEDULE

Ecosystems will initiate the project following acceptance and receipt of a signed Agreement. An Ecosystems representative will contact you, if needed, to coordinate site access prior to conducting fieldwork. Fieldwork will be conducted in July or August of 2017, after contract execution by the WisDOT. Fieldwork schedule is dependent upon weather conditions, site access/conditions and complexity, type and extent of Difficult Wetland Situations if encountered. The wetland delineation report will be completed within approximately 30 days after the fieldwork is

completed or TBD based on Client/project schedule needs. We'll work closely with you and/or project team members to prepare deliverables in a timely manner.

ADDITIONAL SERVICES

Additional services are not part of the above scope of services, cost estimate, and schedule, but could potentially be needed to fulfill project or regulatory requirements. Additional services may include meetings, additional data collection and offsite review, additional fieldwork and/or reporting, exemption determinations, permit applications, etc. Ecosystems may provide an amendment for additional services within our range of expertise upon request.

PAYMENT TERMS & CONDITIONS

Payment for services and expenses will be due immediately upon receipt of invoices. Invoices for services performed will be submitted upon completion of a specific task(s), completion of the project, or on a monthly basis. Refer to the attached Agreement for additional terms of payment.

Please send executed Agreement and remit payments for invoices to:

ecosystems, llc
P.O. Box 481
Rice Lake, WI 54868

The cost estimate, rates, and schedule proposed for this scope of services are valid for **30 days** from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the Proposal and Agreement, please return a signed copy of this Agreement to the mailing address above or via email.

If you have questions or require additional information, please call me at (715) 205-4624. We look forward to working with you on this project.

Sincerely,
ecosystems, llc



Tim King, PWS
Owner & Principal