

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 243
significant

		Contract # Admin will assign	15621A
Dept./Division	DOA/ Public Works Engineering	Vendor Name	MSA Professional Services, Inc.
Brief Addendum Title/Description	AMENDMENT #1 TO THE AGREEMENT FOR CONSTRUCTION ADMINISTRATION OF THE WALKING IRON TRAIL PHASE 2	Vendor MUNIS #	5481
		Addendum Term	10/01/2026 - 12/31/2027
		Amount (\$)	\$ 374,000.00

Department Contact Information		Vendor Contact Information	
Contact	Eric Urtes	Contact	John Langhans
Phone #	608.575.2359	Phone #	608.355.8895
Email	Urtes.Eric@danecounty.gov	Email	JLanghans@msa-ps.com
Purchasing Officer	Pete Patten		

Purchase Order – Maintenance or New PO					
☒	PO Maintenance Needed	Org: LEWSLUNY	Obj: 59010	Proj: *ADD LINE2	
	PO# 20242583	Org:	Obj:	Proj:	
☐	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
☐	New PO / Req. Submitted	Org:	Obj:	Proj:	
	Req#	Org:	Obj:	Proj:	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	11/21/2024-10/01/2026	\$ 218,000.00	☐ None	Res# 170 (2024)
		CO#1: 10/01/2026-01/31/2027	\$ 49,500.00	☒ None	Res#
		CO#2: 01/31/2027-03/18/2027	\$ 85,500.00	☐ None	Res# 229(2025)
		CO#3: " "	\$ 25,000.00	☐ None	Res# 229(2025)
	1	03/18/2027-12/31/2027	\$ 374,000.00	☐ None	Res# 243 (2025)
				☐ None	Res#
Total Contracted Amount			\$ 752,000.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
☐ Corporation Counsel:	☐ Risk Management:	☒ No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Draper, Todd	Digitally signed by Draper, Todd Date: 2025.11.17 15:53:59 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 11/18/25 Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, November 18, 2025 3:39 PM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15621A
Attachments: 15621A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/18/2025 4:35 PM	Approve: 11/18/2025 4:47 PM
	Patten, Peter		Approve: 11/18/2025 4:13 PM
	Gault, David	Read: 11/19/2025 9:01 AM	Approve: 11/19/2025 9:02 AM
	Cotillier, Joshua	Read: 11/18/2025 3:59 PM	Approve: 11/18/2025 4:01 PM
	Stavn, Stephanie	Read: 11/18/2025 3:39 PM	
	Oby, Joe		

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

Contract #15621A
Department: Public Works
Vendor: MSA Professional Services
Contract Description: Addendum to Construction administration of Walking Iron Trail – additional services to commence Phase 2 (Res 243)
Contract Term: 10/1/26 – 12/31/27
Contract Amount: \$374,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, 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

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2025 RES-243

**AMENDMENT #1 TO THE AGREEMENT FOR CONSTRUCTION ADMINISTRATION OF THE
WALKING IRON TRAIL**

The Department of Administration-Public Works Engineering Division, awarded an agreement to MSA Professional Services, Inc. for the Construction Administration of the Walking Iron Trail, 6715 CTH 78, Mazomanie, WI 53560; Project 324047.

Amendment 1 addresses the additional services required to commence Phase 2 of the Walking Iron Trail project, including real estate acquisition activities, WisDOT process updates, trailhead design modifications, TAP grant administration, bidding support, and construction administration and observation services. These services represent the planned continuation of work anticipated at project initiation, intentionally deferred until the project reached the stage where Phase 2 activities could begin.

The project budget includes sufficient funds to accommodate this amendment.

NOW, THEREFORE, BE IT RESOLVED that Amendment #1 to the Agreement for a total increase of \$374,000.00 be approved to the Agreement for MSA Professional Services, Inc. for the above listed changes; and

BE IT FINALLY RESOLVED that the Department of Administration-Public Works Engineering Division be directed to ensure complete performance of the Agreement.

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT AMENDMENT

Date: 11/17/2025
Proposal No.: 324047
Agreement No.: 15621A

THIS AGREEMENT is between the County of Dane, by its Department of Administration, hereinafter referred to as “COUNTY”, and MSA Professional Services, Inc, 1702 Pankratz St, Madison, WI 53704, hereinafter called the A/E.

WITNESSETH

WHEREAS, COUNTY has secured engineering services for a project described as follows:

Walking Iron Trail Construction Administration

WHEREAS, A/E and COUNTY, by a separate document, Professional Services Agreement No. 15621 (hereafter, “Agreement”), did on November 12, 2024 enter into a contractual relationship pursuant to which A/E is to provide engineering and construction administration services for the Walking Iron Trail Project; and

WHEREAS, A/E and COUNTY wish to amend the Agreement in order to obtain additional services for the Project’s Phase 2 Trail and Structural Design; and

WHEREAS, the Project’s Phase 2 Trail and Structural Design shall extend the agreement term to December 31st, 2027; and

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 hereby acknowledged by each party for itself, the parties do agree as follows:

The Agreement shall remain in full force and effect unchanged in any manner by this amendment except as changes are expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Agreement and this Amendment.

THE FOLLOWING ARTICLES ARE AMENDED BY ADDING THE FOLLOWING:

ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

2.A. General:

2.A.1) The A/E shall provide services in each of the following phases:

Study/Real Estate Acquisition Phase
Design Development Phase
Bidding Phase
Construction Phase

2.B. Study/Real Estate Acquisition Phase:

2.B. Real Estate Acquisition and WisDOT Local Program Coordination (Walking Iron Trail Phase 2)

- 2.B.1) The A/E shall obtain and review title reports, ownership records, and related documentation to verify ownership of the three (3) affected parcels requiring temporary easement rights for access between STH 78 and the existing trail property.
- 2.B.2) The A/E shall prepare an Acquisition Capability Statement for COUNTY submittal to WisDOT in accordance with TAP requirements.
- 2.B.3) The A/E shall coordinate with WisDOT Southwest Region staff and attend a right-of-way acquisition start-up meeting, if required.
- 2.B.4) The A/E shall prepare and issue introduction letters to affected owners, including the Owner's Rights brochure, in compliance with WisDOT Real Estate Acquisition and READS documentation standards.
- 2.B.5) Offering Price Determination:
 - 2.B.5) a. The A/E shall prepare the Nominal Payment Parcel Report (NPPR) based on the Sales Study prepared under separate agreement by the COUNTY's appraisal consultant.
 - 2.B.5) b. The A/E shall determine nominal offering amounts for each temporary easement parcel and secure COUNTY approval prior to issuance.
- 2.B.6) Negotiations: The A/E shall conduct all activities necessary to negotiate temporary easement acquisitions, including:
 - 2.B.6) a. Creating parcel files and the Offering Price Packet.
 - 2.B.6) b. Preparing all WisDOT-required forms and data entry within the READS system.
 - 2.B.6) c. Delivering offers in person whenever possible.
 - 2.B.6) d. Conducting follow-up meetings with owners (one per parcel included in base scope).
 - 2.B.6) e. Preparing payment requests for COUNTY including applicable W-9 forms.
 - 2.B.6) f. Distributing compensation checks to owners.
 - 2.B.6) g. Recording temporary easement documents with the County Register of Deeds.
 - 2.B.6) h. Providing regular updates to COUNTY on negotiation status.
 - 2.B.6) i. Entering final acquisition documents into READS.
 - 2.B.6) j. Preparing WisDOT Certification of Local Public Agency Right-of-Way Acquisition, if required.
- 2.B.7) The A/E shall attend one (1) COUNTY coordination meeting related to ROW matters, if requested.
- 2.B.8) WisDOT Process Modifications: Due to revisions in WisDOT Bureau of Structures (BOS) requirements, the A/E shall provide the following additional Study-Phase services:
 - 2.B.8) a. Geotechnical program development.
 - 2.B.8) b. Solicitation, review, and recommendation of a geotechnical consultant.
 - 2.B.8) c. Coordination with the selected geotechnical firm.
 - 2.B.8) d. Additional WisDOT BOS coordination and submittals.
 - 2.B.8) e. An additional bat habitat survey to maintain compliance with WisDOT environmental documentation requirements.

2.D. Design Development Phase

2.D.1) Additional Design Services - Trailhead Modifications

- 2.D.1) a. Design of multiple alternatives for a second, separate parking area at WDNR request.
- 2.D.1) b. Review and incorporate additional snowmobile route accommodations.
- 2.D.1) c. Modify the full trailhead parking layout and access road geometry.
- 2.D.1) d. Perform additional wetland delineation and prepare an updated wetland report.
- 2.D.1) e. Attend additional design/coordination meetings with COUNTY and WDNR.

2.D.2) The A/E, through its subconsultants if applicable, shall document the results of design meetings, including design factors agreed to, with any instructions furnished by COUNTY to carry out such factors, including, but not limited to:

- Program clarification
- Scheduling concerns
- Existing site conditions
- Various project cost considerations & estimates
- Cost-value trade offs
- Quality requirements
- Special material requirements
- Communications requirements
- Engineering requirements

2.D.3) The A/E, through its subconsultants if applicable, shall furnish a copy of the documentation produced under this Phase to each participant attending a design concept meeting.

2.D.4) COUNTY will issue list of recommended changes / corrections to be incorporated into documents. Within seven (7) calendar days of receipt, the A/E, through its subconsultants if applicable, shall transmit written replies to review comments issued by COUNTY. Directions by COUNTY shall be incorporated into the design, unless the A/E shall have explained objections to COUNTY and obtained prior written approval of noncompliance from COUNTY before proceeding with related work.

2.D.4) a. The A/E, through its subconsultants if applicable, or COUNTY may call an additional review meeting when necessary to finalize the applicable design clarifications. Written replies to any additional COUNTY comments shall be provided before proceeding further.

2.D.4) b. COUNTY approval of these items will complete the Design Development-related coordination under this Amendment.

2.F. Bidding Phase Services - Walking Iron Trail Phase 2

2.F.1) The A/E shall perform bidding services including:

- 2.F.1) a. Reviewing bidder qualifications and prequalification submittals in accordance with technical specification requirements.
- 2.F.1) b. Attending and participating in the Pre-Bid Meeting (Meeting #1) and issuing meeting minutes.
- 2.F.1) c. Responding to contractor questions during the bidding period.
- 2.F.1) d. Preparing supporting material for up to two (2) addenda for COUNTY review and issuance.
- 2.F.1) e. Reviewing bid results, unit pricing, and tabulations and recommending award to COUNTY.
- 2.F.1) f. Coordinating TAP-required award documentation with COUNTY and WisDOT.
- 2.F.1) g. Assisting with WisDOT Local Program bidding requirements.

- 2.F.2) The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
- 2.F.3) The A/E shall serve as the professional technical consultant and advisor to COUNTY during the bidding process, including the preparation for and participation in Pre-Bid Conferences.
- 2.F.4) The A/E shall answer all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to authorize, print and distribute as appropriate.
- 2.F.5) The A/E shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
- 2.F.6) The A/E shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.
- 2.F.7) If the low bids submitted by qualified, responsible bidders exceed Construction Opinion of Probable Cost approved at Construction Documents Phase by five percent (5%) or more, the A/E shall revise and change the Construction Documents for a project rebidding, as approved by and without additional cost to COUNTY that will permit a proper award of the contract(s) within the approved Construction Opinion of Probable Cost or other funding limitation. If the low bid exceeds Construction Opinion of Probable Cost approved at Construction Documents Phase by less than five percent (5%), at the COUNTY's option, the A/E shall revise and change the Construction Documents for a project rebidding, as approved by COUNTY, but shall be compensated for revisions per negotiated amendment to this Professional Services Agreement.
- 2.F.8) In the event that there is a reduction in scope to keep the Project within Project Budget and this results in low bid(s) which total less than the Construction Budget, then the A/E shall, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the Project.
- 2.F.9) Upon construction contract offer, the A/E, through its subconsultants if applicable, shall immediately prepare and/or assemble Issued for Construction / Permitting Documents that incorporate the final bidding documents, addenda issued, alternate bids accepted and negotiated contract changes. All such documents shall be updated, sealed, and certified by the Engineer of Record. The A/E shall ensure that references to accepted or rejected alternates are removed and that all title blocks and footers reflect their "Issued for Construction / Permitting" status. The A/E shall transmit the complete IFC (Issued for Construction) package to COUNTY in a timely manner

so as not to delay construction or AHJ review, and no later than seven (7) calendar days after the construction contract offer.

2.F.10) The A/E, through its subconsultants if applicable, shall coordinate, assemble, and deliver all Issued for Construction / Permitting Documents prepared and sealed by the Engineer of Record. The A/E shall provide the following deliverables electronically to COUNTY:

2.F.10) a. Project Manual in .DOC format (MS Word)

2.F.10) b. Updated Design Report in .DOC format (MS Word)

2.F.10) c. Drawing Files in PDF format (Adobe) and .DWG format (AutoCAD) prepared by the Engineer of Record, complete with all x-refs and base files attached.

2.G. Construction Phase:

2.G.15) Construction Administration - Walking Iron Trail Phase 2

2.G.15) a. The A/E shall provide construction contract administration including:

2.G.15) a.(1) Attendance at the Pre-Construction Meeting and preparation of minutes and contact lists.

2.G.15) a.(2) Review and approval of shop drawings, product data, and submittals.

2.G.15) a.(3) Responding to Requests for Information (RFIs).

2.G.15) a.(4) Pay quantity measurement, documentation, and verification.

2.G.15) a.(5) Review of pay applications and schedule of values.

2.G.15) a.(6) Review and recommendation of Change Order requests (assume two (2) COs).

2.G.15) a.(7) Monthly construction progress meetings (12 meetings) and issuance of minutes.

2.G.15) a.(8) Coordination and correspondence with COUNTY, Contractor, WisDOT, WDNR, and other stakeholders.

2.G.15) a.(9) WisDOT process coordination including required documentation, forms, and reporting.

2.G.15) a.(10) Project management and QA/QC oversight.

2.G.16) Construction Observation Services- Walking Iron Trail Phase 2

2.G.16) a. The A/E shall provide part-time and full-time construction observation as required to evaluate the work for compliance with the Construction Documents, including:

2.G.16) a.(1) Timber Structure Rehabilitation (5 structures including B428):

2.G.16) a.(1)(a) Erosion control and demolition observation

2.G.16) a.(1)(b) Substructure repair oversight

2.G.16) a.(1)(c) Prefabricated timber deck installation and fastening

2.G.16) a.(1)(d) Railings inspection

2.G.16) a.(1)(e) Additional observation on Structure B428 due to complexity

- 2.G.16) a.(2) New Structure Construction (2 structures):
- 2.G.16) a.(2)(a) Erosion control / demolition
 - 2.G.16) a.(2)(b) Pile driving observation
 - 2.G.16) a.(2)(c) Reinforcement and formwork
 - 2.G.16) a.(2)(d) Six (6) concrete pours per structure
 - 2.G.16) a.(2)(e) Material testing review
 - 2.G.16) a.(2)(f) Final railing inspection
- 2.G.16) a.(3) Trail, Access Routes & Parking Lots:
- 2.G.16) a.(3)(a) Erosion control site visits
 - 2.G.16) a.(3)(b) Clearing, grubbing, rough grading, and access route visits
 - 2.G.16) a.(3)(c) Subgrade inspections and proof-rolls
 - 2.G.16) a.(3)(d) EBS/backfill inspections
 - 2.G.16) a.(3)(e) Culvert replacement/repair observation
 - 2.G.16) a.(3)(f) Rail crossing removal/site control inspection
 - 2.G.16) a.(3)(g) Signage and safety railing observations
 - 2.G.16) a.(3)(h) Final trail grading
 - 2.G.16) a.(3)(i) Asphalt paving observation (deck and approaches)
 - 2.G.16) a.(3)(j) Turf restoration monitoring
- 2.G.16) a.(4) Construction Control Support:
- 2.G.16) a.(4)(a) The A/E shall provide construction control support consisting of:
 - 2.G.16) a.(4)(b) Setting or verifying horizontal and vertical control necessary for construction staking performed by others.
 - 2.G.16) a.(4)(c) Coordinating with the Contractor and survey personnel to ensure alignment and elevation control is sufficient to meet the intent of the Construction Documents.
 - 2.G.16) a.(4)(d) Reviewing field control conflicts reported by the Contractor and advising COUNTY on corrective actions when control discrepancies may affect work quality or plan conformance.
- 2.G.16) b. The A/E shall prepare daily observation reports for all site visits.
- 2.G.16) c. The A/E shall develop preliminary and final punchlists and participate in Substantial Completion and Final Completion inspections.
- 2.G.16) d. Construction duration is assumed to be approximately 12 months. Delays or additional services resulting from contractor underperformance shall constitute Additional Services.

2.G.17) TAP Grant Administration & Wage Monitoring- Walking Iron Trail Phase 2

2.G.17) a. The A/E shall perform TAP grant administration and wage-rate compliance services including:

- 2.G.17) a.(1) Preparing and submitting all required project milestone documentation.
- 2.G.17) a.(2) Reviewing consultant submittals and contractor material/labor documentation for grant compliance.
- 2.G.17) a.(3) Monitoring construction activities to ensure adherence to TAP grant requirements.
- 2.G.17) a.(4) Reviewing COUNTY grant payment applications.
- 2.G.17) a.(5) Reviewing weekly Davis-Bacon payrolls for contractor and subcontractors.
- 2.G.17) a.(6) Conducting on-site employee interviews and reconciling interview results with payrolls.
- 2.G.17) a.(7) Preparing and submitting reimbursement requests to grant agencies.
- 2.G.17) a.(8) Preparing and submitting all quarterly reporting requirements.
- 2.G.17) a.(9) Preparing all grant closeout documentation.
- 2.G.17) a.(10) Providing administrative services required after grant closeout.

ARTICLE 4 OF THE AGREEMENT IS AMENDED BY ADDING THE FOLLOWING:

4.A.1) a. COUNTY will pay the A/E a lump sum fee of \$374,000 for the services outlined in Amendment 1 of the Agreement for Walking Iron Trail Phase 2.

4.E. Additional Services- Walking Iron Trail Phase 2

4.E.1) The following services are excluded from the Base Scope and constitute Additional Services requiring separate written authorization:

- 4.E.1) a. Full appraisal reports required beyond the nominal acquisition process.
- 4.E.1) b. Appraisal review services
- 4.E.1) c. Title encumbrance resolution, including mortgage releases, easement releases, or occupancy permits.
- 4.E.1) d. Utility parcel relocations or rights-release services.
- 4.E.1) e. More than one additional owner meeting per parcel.
- 4.E.1) f. ROW parcel re-acquisition due to revised exhibits.
- 4.E.1) g. Additional construction observation required due to contractor underperformance.

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT AMENDMENT
SIGNATURE PAGE

Date: 11/17/2025
Proposal No.: 324047
Agreement No.: 15621

IN WITNESS WHEREOF, COUNTY and the A/E have executed this Amendment as of the above date.

MSA Professional Services, Inc.
John M.
Langhans, P.E.
Digitally signed by John M. Langhans, P.E.
DN: cn=John M. Langhans, P.E., c=US, o=MSA
Professional Services, Inc., email=jlanghans@msa-
ps.com
Reason: I agree to the terms defined by the
placement of my signature on this document
Location: Madison, WI
Date: 2025.11.18 13:18:54 -0600
11/18/2025

Signature _____ Date _____

Vice President

Printed Name & Title

39-1016174

Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Signature _____ Date _____

Melissa Agard, County Executive

Printed Name & Title

Signature _____ Date _____

Scott McDonell, County Clerk

Printed Name & Title