

AGENDA
COMMITTEE OF THE WHOLE
Tuesday, March 15, 2016 at 6:30 p.m.
Common Council Chambers - 224 East Jefferson Street

Mayor Robert Miller
Edward Johnson, Alderman, 1st District
John Ekes, Alderman, 1st District
Ruth Dawidziak, Alderman, 2nd District
Bob Grandi, Alderman, 2nd District
Tom Vos, Council President, Alderman, 3rd District
Jon Schultz, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

Student Representatives:
Shiyue Xie (BHS)
Abigail Sibilski (BHS)

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for February 17, 2016 (*B. Grandi*).....*p. 3*
4. **Topic:** Discussion regarding future Public Works Organizational Review.*p. 6*
5. **Topic:** Resolution 4774(48) to consider approving and Intergovernmental Agreement between the City of Burlington and the Town of Burlington for asphalt bidding services. Due to time constraints, this item is scheduled for this evening’s Common Council meeting for final consideration.....*p. 8*
6. **Topic:** Resolution 4775(49) to consider authorizing an agreement with the Wisconsin Department of Transportation to share the cost of creating the plans, specifications and exhibits needed for the Jefferson Street Bridge Project. Due to time constraints, this item is scheduled for this evening’s Common Council meeting for final consideration.....*p. 13*
7. **Topic:** Resolution 4776(50) to consider a Three Party Engineering Services Contract between the City of Burlington, Wisconsin Department of Transportation (DOT) and CORRE, Inc. for the Jefferson Street Bridge Project. Due to time constraints, this item is scheduled for this evening’s Common Council meeting for final consideration.*p. 22*
8. **Topic:** Resolution 4777(51) to consider authorizing a Sewer User Rate Study by Ehlers, Inc. in the amount of \$8500. This item is scheduled for the April 6, 2016 Common Council meeting for final consideration.*p. 78*

- 9. **Topic:** Resolution 4778(52) to consider approving an Agreement with SafeBuilt for code enforcement services. This item is scheduled for the April 6, 2016 Common Council meeting for final consideration.p. 83
- 10. **Topic:** Resolution 4779(53) to consider declaring intent to exercise Special Assessment powers for reconstruction of sidewalks at various locations. Due to time constraints, this item is scheduled for this evening’s Common Council meeting for final consideration.p. 91
- 11. **Topic:** Resolution 4780(54) to consider approving the award of the 2016 Burlington Sidewalk Program to Property Services Maintenance, Inc. for the total Base Bid of \$29,028.35. Due to time constraints, this item is scheduled for this evening’s Common Council meeting for final consideration.p. 97
- 12. **Topic:** Motion 16-829 to consider entering into a contract for planning and design services for the Burlington Community Pool project. This item is scheduled for the April 6, 2016 Common Council meeting for final consideration.p. 101
- 13. **Adjourn** (*T. Vos*)



COMMITTEE OF THE WHOLE

ITEM NUMBER: 3

DATE: March 15, 2016

SUBJECT: February 17, 2016 Committee of the Whole Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the February 17, 2016 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the February 17, 2016 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the March 15, 2016 Common Council meeting.

ATTACHMENTS:

Committee of the Whole Minutes



CITY OF BURLINGTON
Committee of the Whole Minutes
Robert Miller, Mayor
Diahnn Halbach, City Clerk
Tuesday, February 17, 2016

1. Call to Order/Roll Call

Mayor Robert Miller called the meeting to order at 6:30 p.m. starting with roll call. Aldermen present: Ed Johnson, John Ekes, Bob Grandi, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker and Todd Bauman. Excused: None

Student Representatives Present: Shiyue Xie. Student Representatives Absent: Abigail Sibilski

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Chief of Police Mark Anderson, Director of Administrative Services Megan Watkins, and DPW Director James Bergles.

2. Citizens Comments and Questions

There were none.

3. Approval of Minutes from February 2, 2016

A motion was made by Preusker with a second by Vos to approve the minutes from February 2, 2016. With all in favor, the motion carried to approve the minutes.

4. Topic: Presentation – Representatives from the Chamber of Commerce and Real Racine to discuss 2015 Year in Review and 2016 Initiatives.

Jan Ludtke, representative for the Chamber of Commerce, gave an overview of the Chamber's expenditures and marketing efforts in 2015 and reviewed plans for 2016. Ludtke added that the Chamber would be doing another segment with Discover Wisconsin featuring Racine County, which is the Chamber's second effort with them and received very good results from the first time they were featured. Ludtke said the Chamber also developed and conducted a community based survey, taking a proactive approach to gauge public opinion and to find out what people want, what they like, and what they don't like about the community, in terms of shopping, commercial services, and quality of life issues and with that information, the Chamber has been working with City Administrator, Carina Walters and the RCEDC to put together the information and begin working on the program for the downtown to improve our community. Ludtke went on to say that the Chamber has also been a big supporter of Bike Burlington, which has been an important draw for tourism. Ludtke said that further details regarding the Chamber's expenditures and marketing efforts can be found online.

Schultz wanted to know if the Chamber had any metrics available to support their marketing efforts in order to measure the effectiveness. Ludtke responded that metrics are measured through tracking visitors and where they come from, whether it be from Wisconsin, another state or if they are traveling internationally. Ludtke stated that in 2015, there was nearly 10,000 visitors who were

tracked through the Chamber doors itself. Vos asked if the available metrics could be forwarded to the Council. Ludtke said she would forward them on.

Dave Kmetz, Chamber of Commerce President, encouraged businesses to join the Chamber and that currently there are 480 members. The Chambers goal is to reach 500.

Dave Blank, President and CEO of Real Racine gave a brief PowerPoint presentation of their year in review and a look at their 2016 initiatives which involves further promotion of Racine County and enhancing its "destination appeal".

5. **Topic:** Resolution 4772(46) to consider authorizing Change Order Number One with Townsend Construction, Inc. for the "Burlington TID 5 Utility and Street Improvements, Phase 2", project for an increase in the contract in the amount of \$75,261.35.

Mayor Miller introduced Resolution 4772(46) and opened it up for discussion.

Vos inquired if this was part of the \$450,000 that was needed to cover additional costs of the TID 5 project. Miller replied that this amount is part of the \$450,000 that was already authorized to borrow.

6. **Topic:** Resolution 4773(47) to consider approving an Engineering Service Agreement with Baxter and Woodman, Inc. to prepare an amendment to the Well 11 Radium Compliance Report and prepare a planning study for future treatment options at Well 11 for the not-to-exceed amount of \$26,300.

Mayor Miller introduced Resolution 4773 (47) and opened it up for discussion.

Miller reminded everyone that on December 31, 2015, Well 11 was mandated by the DNR to be placed into emergency use only as the City had not yet installed treatment equipment and/or gained a waiver from the DNR to maintain its use until March 2016 and in order to bring the Well back into service, a new treatment system will need to be installed to address Radium. The deadline for the engineering report is March 31, 2016 and the submittal of the plans and specifications are due by June 30, 2016. Miller added that strontium is the next contaminant the Environmental Protection Agency (EPA) will be looking at in the near future. Walters stated that Baxter and Woodman will analyze all options for removing both radium and strontium will provide the City with a long term plan.

7. **Adjourn**

A motion was made by Bauman with a second by Johnson to adjourn the meeting. With all in favor, the meeting adjourned at 7:35 p.m.

Minutes respectfully submitted by:



Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE AGENDA

ITEM NUMBER: 4

DATE: March 15, 2016

SUBJECT: DISCUSSION regarding Public Works Organizational Review

SUBMITTED BY: Carina Walters, City Administrator and James Bergles, Director of Public Works

BACKGROUND/HISTORY:

Please see the attached memo.

BUDGET/FISCAL IMPACT:

RECOMMENDATION:

Staff recommends

TIMING/IMPLEMENTATION:

This item will be for discussion at the March 15, 2016 Committee of the Whole meeting.

ATTACHMENTS:

Memo



CITY OF BURLINGTON

Administration Department

300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
www.burlington-wi.gov

To: Mayor and Common Council
From: Carina G. Walters, City Administrator
James Bergles, Department of Public Works Director

Date: March 9, 2016

Re: Public Works Organizational Review

Department of Public Works Director, Jim Bergles and I are bringing to your attention that at your April 6, 2016 Common Council meeting, we will present a proposed plan to reorganize the Department of Public Works. Director Bergles and I have been assessing the existing Department structure and identifying ways to help the Department operate in a more efficient and effective manner. The intent of the reorganization plan will be designed to enhance the effectiveness and efficiency of all Public Works staff. This reorganization plan may include the possibility of new positions, enhanced or expanded positions, and the elimination of current positions. We intend to ask the Council to consider the plan and, after considering the effectiveness of the plan, approving the new structure.



COMMITTEE OF THE WHOLE

ITEM NUMBER: 5

DATE: March 15, 2016

SUBJECT: Resolution 4774(48) authorizing an Intergovernmental Agreement between the City of Burlington and the Town of Burlington for asphalt bidding services.

SUBMITTED BY: Dan Jensen, DPW Supervisor

BACKGROUND/HISTORY:

The attached intergovernmental agreement between the City and Town of Burlington provides for a joint bid for the paving of Spring Brook Drive in an effort to lower the cost of bids received due to having a greater quantity of work. The Burlington Town Supervisor approached the City seeking if we would be interested in combining quantities to potentially lower the cost of the bids for the Towns 2016 road projects.

Spring Brook Drive was originally constructed with only the binder course put in place. The repair to the original binder and final paving will begin after the joint bidding process has been completed. The cost of the project on Spring Brook Drive is estimated to be \$56,775. The Common Council agreed during the 2015 Budget Workshops that the project should be conducted in 2016, as waiting longer will only add greater cost, as more deterioration of the original binder surface will continue to occur, ultimately leading to a complete replacement.

The City of Burlington would be an alternate to The Town of Burlington's bid. After the bids are accepted the City can still accept or reject the work.

BUDGET/FISCAL IMPACT:

The funds for finishing the project are estimated to cost \$56,775. These funds will be taken out of the Department of Public Works Repair and Maintenance accounts. Through working with the Town of Burlington the City of Burlington should receive a lower bid for the work due to more quantity than if this project was bid by itself.

RECOMMENDATION:

Staff recommends approving the Intergovernmental Agreement between the City of Burlington and the Town of Burlington to potentially save money through having a greater amount of work bid out versus a stand alone project.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 15, 2016 Committee of the Whole meeting and scheduled for final consideration at the March 15, 2016 Common Council meeting.

ATTACHMENTS: Resolution / Intergovernmental Agreement

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BURLINGTON AND THE TOWN OF BURLINGTON
FOR ASPHALT BIDDING SERVICES**

WHEREAS, the Town of Burlington and City of Burlington desire to enter into an Intergovernmental Agreement to jointly bid asphalt paving projects in an effort to be cost efficient; and,

WHEREAS, the Town of Burlington intends to publicly bid asphalt paving projects in the Town of Burlington and bid the Spring Brook Drive paving project in the City of Burlington as an alternate bid at an estimated cost of \$56,775; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the City of Burlington adopt the attached Intergovernmental Agreement between the City of Burlington and the Town of Burlington for asphalt bidding services.

BE IT FURTHER RESOLVED that City Staff are authorized to accept the alternate bid for the Spring Brook Drive paving project at an estimated cost of \$56,775.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute this agreement on behalf of the City.

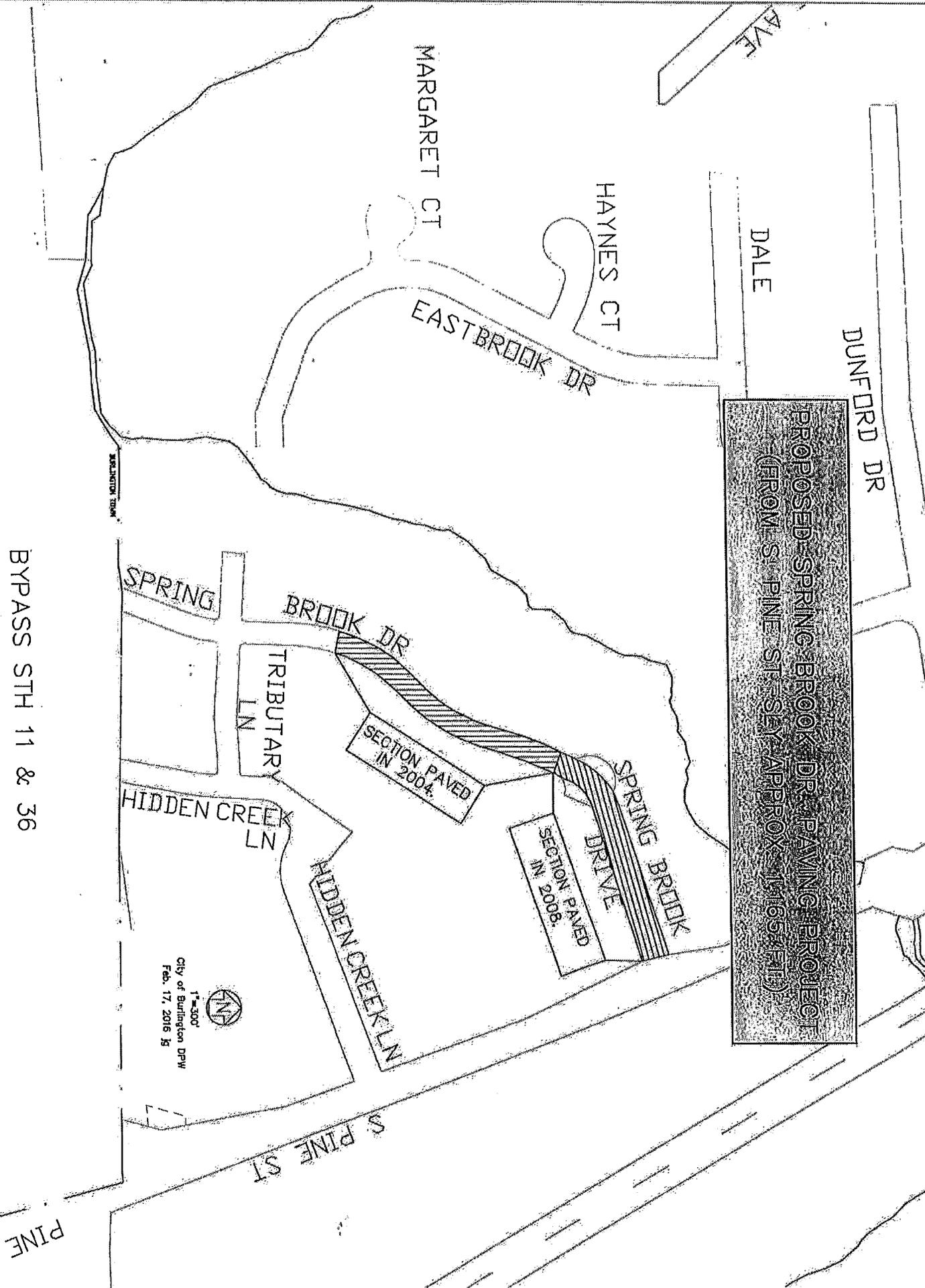
Introduced: March 15, 2016
Adopted: March 15, 2016

Robert Miller, Mayor

Attest:

Diahnn Halbach, Clerk

**PROPOSED SPRING BROOK DR. PAVING PROJECT
(FROM S PINE ST. SLY APPROX. 1165 FT.)**



1" = 300'
City of Burlington DPW
Feb. 17, 2016 Jg

INTERGOVERNMENTAL AGREEMENT

This agreement made and entered into pursuant to the provisions of §66.30, Wisconsin Statutes, between the CITY OF BURLINGTON, a municipal corporation, of the State of Wisconsin, and the TOWN OF BURLINGTON, a municipal corporation of the State of Wisconsin.

The Town of Burlington currently intends to publicly bid asphalt paving projects in the Town of Burlington, and bid Spring Brook Drive asphalt paving, in the City of Burlington as an alternate bid, on behalf of the City of Burlington. The parties hereto agree as follows:

1. The Town of Burlington will bid their asphalt paving projects, according to law, within the Town of Burlington, as the base bid of their contract.
2. The Town of Burlington will bid the Spring Brook Drive Paving Project, as an alternate bid, with their bid documents, according to law.
3. Upon completion of the project, the Town of Burlington, will bill the City of Burlington for 100% of the cost of paving of Spring Brook Drive, an estimate of which is attached hereto, made a part hereof and marked Exhibit A. It is clearly understood by and between the parties that the attached figures are only estimates and the ultimate cost may exceed the figures attached.

All of which is agreed to this _____ day of _____, 2016.

CITY OF BURLINGTON

TOWN OF BURLINGTON

Robert Miller, Mayor

Diane Baumeister, Town Administrator

Diahn Halbach, City Clerk

Adelheid Streif, Town Clerk

“EXHIBIT A”

**CITY OF BURLINGTON DPW
ESTIMATE**

Spring Brook Dr. - Asphalt surfacing with repair to base and binder

(2004 section of asphalt pavement is currently 635 LF by 28 ft. wide)

(2008 section, nearer to S. Pine St., asphalt pavement is 530 LF by 28 ft. wide)

8/14/2015

Rev. 2/2/16

ITEM	QTY	UNIT	UNIT COST	EXTENSION
Removing Asphalt Pavement	1,269	SY	\$6.30	\$7,994.70
Sawcutting	300	LF	\$5.25	\$1,575.00
Additional Base Aggregate Dense 1 1/4-Inch for base repair	510	Ton	\$10.50	\$5,355.00
Remove and Replace Curb and Gutter (undistributed)	50	LF	\$45.00	\$2,250.00
2" Binder - HMA Pavement, per development plans	141	Ton	\$66.15	\$9,327.15
1.5" Surface - HMA Pavement, per development plans	302	Ton	\$66.15	\$19,977.30
Manhole adjustments	2	Each	\$945.00	\$1,890.00
Mobilization	1	LS	\$1,000.00	\$1,000.00
Sub-Total:				\$49,369.15
Contingency 15%				\$7,405.37
TOTAL PROJECT:				\$56,774.52



COMMITTEE OF THE WHOLE

ITEM NUMBER: 6

DATE: March 15, 2016

SUBJECT: Resolution 4775(49) to consider authorizing an agreement with the Wisconsin Department of Transportation to share the cost of creating the plans, specifications and exhibits needed for the Jefferson Street Bridge Project.

SUBMITTED BY: Dan Jensen, DPW Supervisor

BACKGROUND/HISTORY:

The Wisconsin Department of Transportation (WisDOT) and the City of Burlington desire to enter into an Intergovernmental Agreement to jointly pay for the cost of creating the plans, specifications, and exhibits needed to replace the Jefferson Street Bridge. A report from Collins Engineering, Inc., dated June 2013, recommended total replacement as the most cost effective option for the 67 year old bridge. A summary of the report stated the railings are corroding and do not meet current WisDOT Roadside Design Standards. The sidewalk exhibits spalling, random transverse hairline cracking and surface scaling throughout. The underside of the deck is exhibiting numerous spalling sections some with exposed rebar. The east and west abutments exhibit random vertical hairline cracking, delamination, and spalling. The proposed project will include complete bridge and pier removal and replacement as the bridge and piers are functionally obsolete and structurally deficient. The bridge has been in a steady state of decline and its carrying capacity has diminished since its last rehabilitation in 2002.

A design is needed before the bridge can be replaced. During the design phase a temporary detour will be established to allow sediment coring's to be taken from the bridge deck. The detour will be routed onto the State Street Bridge directly south of the Jefferson Street Bridge. This will be the same detour used during bridge construction.

BUDGET/FISCAL IMPACT:

The funding for the Jefferson Street Bridge design was discussed during your 2015 budget workshop.

WisDOT has approved a maximum allowance for the design and review not-to-exceed \$186,195. Through the WisDOT's Local Bridge Program, 80% of this cost will be covered. The City of Burlington would be responsible for the remaining 20%, plus any funds in excess of the \$148,956 federal/state funding maximum. The funds will come out of the Capital Projects Infrastructure Fund budgeted for in the 2016 budget.

RECOMMENDATION:

Staff recommends approving the Intergovernmental Agreement between the City of Burlington and the Wisconsin Department of Transportation as recommended by Collins Engineering, Inc., and affirmed by WisDOT.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 15, 2016 Committee of the Whole meeting and scheduled for this evening's Common Council meeting for final consideration.

ATTACHMENTS: Resolution / State-Let Local Bridge Project Agreement

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE WISCONSIN
DEPARTMENT OF TRANSPORTATION TO SHARE THE COST OF CREATING THE
PLANS, SPECIFICATIONS, AND EXHIBITS NEEDED TO REPLACE THE
JEFFERSON STREET BRIDGE**

WHEREAS, the Wisconsin Department of Transportation and City of Burlington desires to enter into an Intergovernmental Agreement to jointly pay for the cost of creating the plans, specifications, and exhibits needed to replace the Jefferson Street; and,

WHEREAS, the Wisconsin Department of Transportation has approved a total estimated design cost of \$186,195, which is funded with eighty percent federal/state funding up to a maximum of \$148,956,

WHEREAS, the City of Burlington agrees to provide the remaining twenty percent and any funds in excess of the \$148,956 federal/state funding maximum according to the Local Bridge Program guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington approves the attached Local Bridge Project Agreement as provided by Sections 86.25 (1), (2), and (3) and Section 66.0301 of the Wisconsin State Statutes with the Wisconsin Department of Transportation to create the plans, specifications, and exhibits needed to replace the Jefferson Street Bridge.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: March 15, 2016
Adopted: March 15, 2016

Robert Miller, Mayor

Attest:

Diahnn Halbach, Clerk



1st REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT

This agreement supersedes the agreement signed by the Municipality on June 19, 2014 and signed by DOT on June 24, 2014.

Program Name: Local Bridge

Sub-program #: 205

Revised Date: March 10, 2016

Date: April 14, 2014

I.D.: 3834-00-02

Road Name: Jefferson Street

Bridge ID: B-51-0001

Location: Bridge over Fox River

Limits: Bridge St to Main St

County: Racine

Project Length: 350 ft

Facility Owner: City of Burlington

Project Sponsor: City of Burlington

The signatory, City of Burlington, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **Bridge B-51-0001 is classified as structurally deficient and functionally obsolete with a sufficiency rating of 49.9. It is on the 2013 NBI list and it has NBI ratings of 6 for the superstructure and 7 for the deck, but a 2 rating for the structural evaluation. The bridge measures 177ft long and 34ft wide with three spans. The road is classified as a minor arterial with an ADT of 5,200.**

A bridge replacement is warranted due to concrete spalling on the underside of the deck and hairline fractures on the east and west abutments. The sidewalk is the only pedestrian accommodation on the bridge. An at-grade railroad crossing exists within 1,000ft of the project termini to the west. Collins Engineering, Inc., on behalf of the City of Burlington, submitted a bridge rehabilitation report in June, 2013 and the Wisconsin Department of Transportation Bureau of Structures approved it on July 22, 2013.

Proposed Improvement - Nature of work: **Bridge Replacement. The proposed work is a bridge replacement on the existing alignment. The replacement bridge will include Trans 75 compliant facilities.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **Non-participating items determined in design.**

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project design costs are funded with 80% federal/state funding up to a maximum of \$148,956 when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$148,956 federal/state funding maximum according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2015. **In accordance with the State's sunset policy for Local Bridge Program projects, the design of the subject 2013-2018 Local Bridge Program must be completed within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

This design project has been applied for and approved without a guarantee of federal funding for the subsequent construction project. Should federal funds not be available for the construction project, the municipality shall fund the construction project with 100% local funds or pay back all costs incurred by the state on behalf of the design project.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3834-00-02					
Design	\$150,000	\$120,000	80%	\$30,000	20%
State Review	\$36,195	\$28,956	80%	\$7,239	20%
Total Est. Cost Distribution	\$186,195	\$148,956	N/A	\$37,239	N/A

The federal/state funding for design ID 3834-00-02 is capped at \$148,956.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Burlington** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title SE Region Planning Chief	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible bridge items: **Concrete form liners, concrete stain and/or other items required per environmental document.**
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal/state funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.

- i. Other 100% Municipally funded items: Non-participating items determined in design.
8. For bridge rehabilitation projects, TRANS 213 (2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
 - a. The rehabilitation would be cost effective,
 - b. It would extend the life of the bridge by at least ten years, and
 - c. It would correct all deficiencies.

Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
23. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
 - a. ID 3834-00-02: Design is funded with 80% federal/state funding up to a maximum of \$148,956, when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$148,956 federal/state funding maximum. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Project Cap: The project design ID 3834-00-02 has a federal/state funding cap of **\$148,956**.

[End of Document]



DATE: March 15, 2016

SUBJECT: Resolution 4776(50) authorizing an agreement between the Wisconsin DOT, CORRE Inc., and the City of Burlington to create the plans, specifications and exhibits needed to replace the Jefferson Street Bridge.

SUBMITTED BY: Dan Jensen, DPW Supervisor

BACKGROUND/HISTORY:

Your prior Resolution 4775(49) was seeking approval for an agreement between the City and Wisconsin Department of Transportation to jointly share design costs for the total replacement of Jefferson Street Bridge. The item before you this evening is seeking approval to work with CORRE, Inc. to create the those plans, specifications, and exhibits needed to replace the Jefferson Street Bridge at an estimated cost of \$144,395.34.

In accordance with the WisDOT Local Bridge Project Agreement, 80 percent of this cost will be covered through federal/state funding. The City of Burlington would be responsible for the remaining 20 percent, which equals \$28,879.07, plus state plan review fees in the amount of \$7,239, for an estimated total cost \$36,118.07 over two years.

CORRE, Inc., was chosen as the design firm in accordance with Wisconsin Department of Transportation selection criteria whereby the City Engineer, Collins Engineering, Inc., and City Staff reviewed proposals from sixteen different design firms before choosing CORRE, Inc.

After WisDOT receives the contract, it will be forwarded to the Governor's office for approval. Upon receipt of approval of CORRE's estimates, they will be able to begin the design work in May of 2016, completing the design by July of 2018.

BUDGET/FISCAL IMPACT:

The City's costs of \$36,118.07 will come from the Capital Projects Infrastructure Fund account. This item has been budgeted for in the 2016 budget.

RECOMMENDATION:

Staff recommends approving this three party agreement between the CORRE, Inc., the City of Burlington and the Wisconsin Department of Transportation.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 15, 2016 Committee of the Whole meeting and scheduled for this evening's Common Council meeting for final consideration.

ATTACHMENTS: Resolution / Agreement

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION, CORRE INC. AND THE CITY OF BURLINGTON TO CREATE THE PLANS, SPECIFICATIONS, AND EXHIBITS NEEDED TO REPLACE THE JEFFERSON STREET BRIDGE IN THE TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$144,395.34

WHEREAS, the Wisconsin Department of Transportation, CORRE, Inc., and City of Burlington desire to enter into a three party Agreement to create the plans, specifications, and exhibits needed to replace the Jefferson Street Bridge; and,

WHEREAS, CORRE, Inc., was chosen as the design firm in accordance with Wisconsin Department of Transportation selection criteria where by the City Engineer, Collins Engineering, Inc., and City Staff reviewed proposals from sixteen different design firms before choosing CORRE, Inc.; and,

WHEREAS, per the Local Bridge Project Agreement, the Wisconsin Department of Transportation, has agreed to fund eighty percent of these costs through federal/state funding (\$115,516.27) and the City of Burlington agrees to provide the remaining twenty percent (\$28,879.07) of the costs plus state plan review fees in the amount of \$7,239, for an estimated total cost of \$36,118.07, payable over two years; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington and the Wisconsin Department of Transportation enter into a three party agreement with CORRE, Inc., to create the plans, specifications, and exhibits needed to replace the Jefferson Street and authorize the contracting of for these services under section 84.01(13), Wisconsin States Statutes

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: March 15, 2016
Adopted: March 15, 2016

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Burlington (MUNICIPALITY)

AND CORRE, Inc. (CONSULTANT) FOR

*Project ID 3834-00-02
Jefferson Street
Bridge over Fox River B-51-0001
Local Street, Racine County*

DOT OBJECT CODE 5501

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 in *the Request for Proposals for Engineering Design Services for the Jefferson Bridge Replacement Project and services including field surveys, materials, information gathering and any other data collection needed to prepare complete plans and specifications for the bridge replacement.* 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: *Todd Becker, PE; Design Services Manager; 325 E. Chicago Street, WI 53202; todd.becker@daarcop.com; (414) 225-9817.*

The MUNICIPALITY REPRESENTATIVE is: *Daniel P. Jensen, PE; DPW Supervisor; 2200 South Pine Street, Burlington, WI 53105; djensen@burlington-wi.gov; and (262) 342-1183.*

The CONSULTANT REPRESENTATIVE is: *Jessica Lewis, PE; Project Manager; 175 E. Wisconsin Avenue, Suite 27, Oconomowoc, WI 53066; jlewis@correinc.com; and (414) 265-8070.*

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Southeast Region office located in Waukesha, WI and will be completed by *December 31, 2018.* Deliver PROJECT DOCUMENTS to *DAAR Engineering, 325 E. Chicago Street, Suite 500, Milwaukee, WI 53202,* 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

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

A. Prime Consultant Basis of Payment

Lump Sum:

For preparation of roadway and structure PS&E, a lump sum of \$124,496.67.

B. Subcontract Basis of Payment 1st Tier Subconsultant

Actual Cost Plus Fixed Fee 1st Tier Subconsultant:

For geotechnical exploration subcontracted to GESTRA Engineering, Inc. (DBE), the CONSULTANT'S actual cost to GESTRA Engineering, Inc. based on GESTRA Engineering, Inc.'s actual cost up to \$11,031.83 plus fixed fee of \$328.74 not to exceed \$11,360.57.

Cost per Unit 2nd Tier Subconsultant:

For coring through the existing bridge structure subcontracted to Interstate Sawing, a lower tier subconsultant to GESTRA Engineering, Inc. the CONSULTANT'S actual cost to GESTRA Engineering, Inc.'s based on GESTRA Engineering, Inc.'s actual cost to Interstate Sawing's not to exceed \$1,160.00 for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost Rate
6" Core	Each	\$580.00

Cost per Unit 1st tier Subconsultant:

For Title Reports subcontracted to Knight Barry Title, Inc., the CONSULTANT'S actual cost to Knight Barry Title, Inc. not to exceed \$2,970.00 for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost Rate
Title Report	Each	\$300.00
Title Report update	Each	\$30.00

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

Specific Hourly Rate 1st tier Subconsultant:

For *lighting design* subcontracted to *Powrtek Engineering, Inc.*, the CONSULTANT'S actual cost to *Powrtek Engineering, Inc.* as compensation for direct labor hours and non-labor direct costs not to exceed \$4,408.10 based on rates in the tables below.

Specific hourly rates to be paid for hours in which *Powrtek Engineering Inc.'s* employees are directly engaged in performing the services required by this CONTRACT:

Employee name (if applicable)	Employee Classification	Hourly Rate
Greg Sadowski	Engineer	\$130.61
Brian Fuller	Technician	\$66.49

Classifications or employees not listed above cannot be invoiced unless added to the contract through an amendment.

The following non-labor direct costs will be reimbursed based on *Powrtek Engineering Inc.'s* actual cost:

Item Description	Unit Type ("\$" for Pass-Through)	Unit Rate (Leave blank for Pass-Through)
Plotting	Sheet	\$1.00
Printing	Sheet	\$0.10

Non-labor direct costs not listed above cannot be invoiced unless added to the contract through an amendment.

G. Total Contract

Total contract not to exceed \$144,395.34.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$144,395.34.

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

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

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 26 pages.

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

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

Approved

By: _____

By: _____

Title: _____

Governor, State of Wisconsin

Date: _____

Date: _____

VI. Attachment

A. Not used

B. Special Provisions

i. DEFINITIONS

A. through S. not used

T. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM

U. "SE or Region or SE Region" means the DEPARTMENT'S Division of System Development, SE Region, Waukesha Office and more particularly the Projects Team – North 3, located at 141 NW Barstow Street, Waukesha, WI 53187-0798.

V. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.

W. "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.

X. "Design Contract" means a contract for engineering services for the PROJECT design.

Y. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the SE REGION and represents the DEPARTMENT.

Z. "DRC" means the SE REGION'S railroad coordinator

AA. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors

BB. "OCR" Office of Commissioner of Railroads

CC. "CDR" Concept Definition Report or Approved Project Application

DD. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

EE. "STANDARD SPECIFICATIONS" standard specifications for highway and structure construction

ii. SCOPE OF SERVICES

A. General

1. Though 9. not used

B. Control Authority – not used

C. Services to be Performed by the CONSULTANT

1. Not used

2. DESIGN REPORTS

a.) Not used

b.) Concept Definition Report:

A CDR, as defined in the MANUAL, has been prepared for the PROJECT and will be furnished by the MUNICIPALITY.

c.) Pavement Report

A Pavement Report will not be prepared for the project. WisPave calculations will be included in the Design Study Report to confirm the proposed typical section meets the required structural number for the roadway approaches.

d.) Request for Exceptions to Design Standards

A Request for Exceptions to Design Standards will not be prepared for the project.

e.) Encroachment Report

The CONSULTANT shall include a list of the encroachments with the proposed action in the Design Study Report.

f.) TMP Type 2 – Prepared according to the MANUAL

g.) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analysis as directed by the MUNICIPALITY as set forth in the MANUAL:

None

3. ENVIRONMENTAL DOCUMENTATION

- a.) Not used
- b.) By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare a CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and MC, as DEPARTMENT's representative, for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balances consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANAUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolved conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

- c.) Environmental Impact Statements will not be prepared for the project.
- d.) Environmental Assessments will not be prepared for the project.
- e.) Agricultural Impact Notice:

An Agricultural Impact Notice will not be prepared for the project.

- f.) Section 4(f) Evaluation:

The CONSULTANT shall describe the impact of this 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 and the MC as DEPARTMENT's representative for evaluation by the MUNICIPALITY and FHWA. The CONSULTANT shall prepare a Section 4(f) evaluation in accordance with the procedures as set forth in the MANUAL.

- 1) This documentation will include temporary impacts up to two (2) Section 4(f) resources. This documentation will be de Minimis level or lower.

g.) Section 6(f) Evaluation:

A Section 6(f) evaluation will not be prepared for the project.

h.) Historical and Archaeological Surveys and Studies:

- 1) It is anticipated that the project will be placed on the screening list for both history and archaeology. No additional work will be performed for this project.

i.) Noise Analysis will not be conducted for this project.

j.) Air Quality will not be evaluated for this project.

k.) Hazardous Materials/Contamination Assessments

- 1) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
- 2) When Phase I indicates further work is needed, the CONSULTANT shall consult with the MC, as the DEPARTMENT's representative, prior to conducting further evaluation studies.
- 3) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of the 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.

4. RAILROAD AND UTILITY COORDINATION

a.) General:

- 1) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT to comply with Section II.E.

(3) (a) of the CONTRACT. If necessary, the list should be expanded by the CONSULTANT based on any additional facilities found in the field or based on contacts with other utilities. All known utilities should be invited to Operational Planning Meeting.

- 2) During the development of the work under this CONTRACT, the CONSULTANT shall confer on an ongoing basis with all railroad and utility companies in the PROJECT vicinity in accordance with the MANUAL, to establish mutual understanding on design features of the PROJECT affecting railroad and utility facilities.
- 3) The CONSULTANT shall coordinate with railroad and utility companies to insure that facility relocations / alterations have been adequately considered.
- 4) The CONSULTANT shall keep the MUNICIPALITY duly informed of the status and nature of all such coordination activities. The CONSULTANT shall provide the MUNICIPALITY with timely plans and information that will permit it to meet its planned construction schedule.

b.) Railroad Negotiations/Agreements:

- 1) If there is no railroad involvement on the project, WisDOT'S statutory requirement 86.13 applies. Draft notification to the Railroad(s) of the impending project in accordance with Wisconsin Statute 86.13, including all appropriate STSP's in the project special provisions, which shall be prepared by the CONSULTANT and forward to the MC, as DEPARTMENT'S representative.

c.) Utility Coordination:

- 1) The CONSULTANT shall arrange for all utility coordination as set forth in the MANUAL, with the exception of negotiating for utility company land interests.
- 2) It is the responsibility of the CONSULTANT to locate existing utilities on plans and plate.
- 3) CONSULTANT shall provide notifications and project plans to the affected owners of utility facilities, review the work plans of the utility facility owners, consider their schedules and prepare special provisions as required by sec.84.063, Wis. Stats.

d.) Utility Negotiations/Agreements

- 1) The CONSULTANT shall prepare statements, exhibits and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY and the MC, as DEPARTMENT'S representative.
- 2) SE Region Local Program bridge or highway rehabilitation or reconstruction improvement projects are not under Administrative Rule TRANS 220, however the CONSULTANT shall maintain time frames spelled out in TRANS 220. CONSULTANT shall maintain an active utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.
- 3) The utility coordination process includes the following steps to be completed during the development of a Local Program bridge or highway improvement projects:
 - A. CONSULTANT creates and delivers to MC, as DEPARTMENT'S representative, a written utility coordination log to be completely filled out with all information; type of project, schedule dates, required lead time and document all verbal and written correspondence with each affected utility company. Refer to Figure 2-12 of the WisDOT Guide to Utility Coordination for a sample log sheet. All interactions with utility company representatives should be recorded because these contacts ultimately lead to the preparation of utility-related special provisions in the PS&E documents. Utilize the Departments Utility Diary Form (DT2411)
 - B. CONSULTANT notifies the municipalities and Digger's Hotline to field locate all utilities within the project limits. The CONSULTANT shall collect field locate markings for utilities and include these as part of the field survey in creating the project base map.
 - C. CONSULTANT transmits (via certified mail, Fed Ex or UPS Tracker) an initial notice of intent to the main utility and municipality representative. This notice of intent indicates that there is a local program design project initiated by the municipality under WisDOT/FHWA funding and including the following:

- i. Name and address of CONSULTANT.
- ii. Name of Project Manager for CONSULTANT and need for utility to cooperate with CONSULTANT.
- iii. Location map and CDR.
- iv. Base Map of project, if available showing the field location and list of names of all known utilities identified during the initial survey.
- v. Identify potential utility conflicts, if known.
- vi. Request verification that utility is within the project limits or area and if they know if any other in limits.
- vii. Request verification that the contact name, address and telephone number are correct. Once verified, these are the contact names, addresses and telephone numbers that are shown on the plans, unless otherwise directed by either Utility Company or municipality.
- viii. Request utility complete and return within 14 calendar days, a utility worksheet and distribution maps or plans or their existing utility facilities. Refer to the attached sample Utility Worksheet.
- ix. Invitation to the Operational Planning Meeting (OPM).

D. CONSULTANT notifies utilities and municipalities that do not attend the OPM or neglect to return the completed Utility Worksheet and request they return the worksheet or state in writing that they have no facilities within the project limits. The CONSULTANT should request receipt of this information as a result of this second notification, within 14 calendar days. The CONSULTANT should notify the MC, as DEPARTMENT'S representative, if information from the utility or municipality is not returned within that stated time frame. The MC, as DEPARTMENT'S representative, will in turn contact the utility or municipality and instruct them to cooperate. The MC as DEPARTMENT'S representative, may also contact the Utility Section if any utilities or municipalities become uncooperative in providing information.

E. CONSULTANT transmits approved right of way plat, appropriate roadway and bridge plans ("Approved for Utility Relocation Design"), and utility worksheet (by certified mail, Fed Ex, or UPS Tracker) to all utilities and municipalities

within the project limits. Plans must be complete enough to identify conflicts and allow the utility or municipality to prepare a Work Plan and design a utility relocation plan. CONSULTANT requests the completed Work Plan be returned within a specified number of calendar days from receipt. Depending upon complexity of project, the calendar day required for work plan return may vary. However, CONSULTANT shall maintain time frames spelled out in TRANS 220. This Work Plan identifies relocation and/or adjustment of appropriate facilities to meet the design criteria. CONSULTANT shall verify whether potential adjustments are compensable or non-compensable. CONSULTANT transmits a copy of all correspondence, written and verbal, to and received from utilities and municipalities to the MC, as DEPARTMENT'S representative. Right of Way clearance is extremely critical at this stage of project development to allow for timely utility relocations. Right of Way must be cleared a minimum of four weeks prior to the Central Office PS&E submittal date as per FDM 19-1-1 to allow for timely utility relocation.

- F. CONSULTANT notifies affected utilities and municipalities that do not respond to item (e) above. CONSULTANT requests they verify receipt of the plat, plans, worksheet and request their cooperation. CONSULTANT shall follow-up with utilities and municipalities that are delinquent in returning their Work Plan and supporting information. CONSULTANT also notifies the MC as DEPARTMENT'S representative of delinquent utilities and municipalities. MC as DEPARTMENT'S representative, in turn, shall notify the utility and municipality of non-compliance.
- G. CONSULTANT coordinates with utilities and municipalities to prepare the preliminary Utility Status Report (USR) and utility related special provisions for the project. CONSULTANT forwards documentation of this coordination to the MC, as DEPARTMENT'S representative.
- H. CONSULTANT transmits pre-final (90% complete) USR, utility related special provisions with all utility coordination correspondence, and construction plans to the MC as the DEPARTMENT'S representative, a minimum of ninety (90) days prior to the Central Office (CO) PS&E submittal date.

- I. CONSULTANT attends and facilitates the 90% Plan Review Meeting to review and clarify plans and special provisions and incorporates suggested MC and SE Region Office revisions into the final PS&E documents. Because of the importance of timely and proper utility coordination, the 90% Plan Review Meeting will not be held unless the right of way is cleared. If right of way is not cleared at this particular time, the MC, as DEPARTMENT'S representative, will recommend the project be delayed and re-scheduled for a later PS&E Submittal.
- J. CONSULTANT reviews the Work Plan prepared by the utility and facilitates one of the following:
 - i. Recommends approval or changes to work plan to the Local Public Agency (LPA) for their approval.
 - ii. CONSULTANT receives LPA approved work plans.
 - iii. May call Utility Companies in for a coordination clarification meeting.
- K. CONSULTANT transmits final utility related documents to the MC, as DEPARTMENT'S representative, a minimum of 28 days prior to the final PS&E submittal date. This submittal includes the following information:
 - i. USR signed and dated by CONSULTANT
 - ii. Utility related special provisions.
 - iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All copies of agreement documents, including any utility conveyances, lump sum agreement and audit agreements, etc.
 - vi. Approved Work Plans by LPA
 - vii. Completed utility log with all information and dates of activities
- L. CONSULTANT transmits the entire PS&E package, including two (2) copies of the Utility Coordination Log, with the signed USR to the MC, as DEPARTMENT'S representative, a minimum of five (5) working days prior to

the Central Office PS&E submittal date. CONSULTANT provides the required signed copies of the USR with supporting documentation in accordance with the SE Region PS&E Exhibits Distribution Table.

- M. MC, as DEPARTMENT'S representative, transmits one copy of the signed and "as submitted" PS&E package to CONSULTANT. CONSULTANT reviews the documents and advises MC, as DEPARTMENT'S representative of any subsequent changes and/or modifications.
- N. POST PS&E UTILITY FOLLOW UP – Design Consultant shall field review the project and utility related special provisions 8 weeks prior to LET and report on utility relocation disposition to LPS and MC to verify correctness and whether or not the utilities are relocated. If not correct or adjustments are not completed, the Design Consultant communicates with necessary utility companies and prepares addenda to the special provisions and transmits to MANAGEMENT CONSULTANT for review and coordination with CO Construction Section no later than 2 weeks prior to LET date. Designer to field review utility disposition 2 weeks prior to Precon and report disposition at Precon.
- O. CONSULTANT shall perform all utility coordination in accordance with the "Local Project Utility Coordination Task List" found in the WisDOT Guide to Utility Coordination, Chapter 17, Fig. 17-19, dated December 29, 2015.

e.) Plans, Plats and Other Material:

CONSULTANT shall provide the MUNICIPALITY with all plans, plats and other material necessary for the acquisition of utility and railroad interests. In addition to all other plans, CONSULTANT shall provide one copy of the final plan and plat for each utility line, railroad and municipality located within the PROJECT limits.

5. Surveys

Section 5 a. and 5 b. of the boilerplate are deleted and replaced with the following:

- a.) The CONSULTANT shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the

MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT to usual standards of the MUNICIPALITY and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT.

- b.) Surveys shall include such investigation of the site, locating and field staking as may be necessary to provide adequate ties between railroad and utility facilities and the highway stationing for development of the design.
- c.) Surveys shall be tied into the Racine County coordinate system using the North American Datum of 1983 (1991 adjustment).
- d.) The CONSULTANT shall temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- e.) The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that four (4) section corners need to be located and established and tied to state plane coordinates. The CONSULTANT should not apply for reimbursement from the applicable county for these costs.
- f.) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the MANUAL.
- g.) Surveys shall include ties to 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.
- h.) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the MANUAL on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

6. Soils and Subsurface Investigations

- a.) Not used

- b.) Not used
- c.) The CONSULTANT shall conduct soils and subsurface investigations necessary to determine the suitability of the material in the existing or proposed roadway to sustain the overlaying embankment; the need for special treatment of the underlying soils to adequately support the embankment, base course or pavement; the suitability of the material for roadway embankment or base courses; and the location of and extent to which rock or sub-surface water may be encountered in construction.
- d.) When completion of the subsurface investigation defined in the CONTRACT is not sufficient to adequately assess subsurface conditions, or provide all the required information for roadway design, the CONSULTANT shall recommend a revised investigation program for authorization by the MUNICIPALITY. Such recommendations shall be based on content of the boring log. The extent of all subsurface investigation performed shall be fully justified in the Soils Report furnished for the PROJECT.
When sufficient information has been obtained prior to the completion of the anticipated subsurface investigation, the CONSULTANT shall recommend termination of the investigation to the MUNICIPALITY. Termination of the investigation shall be justified by the CONSULTANT and substantiated in the Soils Report for the PROJECT.
- e.) The CONSULTANT shall perform four (4) samples to a depth of 35 feet measured from the existing surface of the bridge and road at the abutments and piers of the existing bridge.
- f.) Investigations of subsurface soil conditions for foundations at the sites of proposed bridges or other structures are required. They shall consist of no 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 in Section II.H.(1) of the Standard Provisions. Foundation investigations shall be coordinated with the MUNICIPALITY, with a minimum of three working days prior notice, to enable the MUNICIPALITY to make provisions for on-site observations and to evaluate conditions during drilling.
When borings have reached the depth of 35 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 the 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. The extent of all subsurface foundation investigations performed shall be fully justified in the Soils Report for the PROJECT.

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

- g.) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.

7. Public Involvement

- a.) Not used
- b.) Not used
- c.) Not used
- d.) Informational Meetings:
 - 1) The CONSULTANT shall conduct or assist the MUNICIPALITY in holding one (1) informational meeting to acquaint the public with the concepts and probable impacts of this PROJECT.
 - 2) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting.
 - 3) The CONSULTANT shall prepare a summary report after the public information meetings.
 - 4) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting to discuss the comments received and shall recommend as to the disposition of these comments and suggestions.

- 5) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting and provide notices and press releases for the MUNICIPALITY'S use.
 - 6) The CONSULTANT shall provide the MUNICIPALITY and the MC with copies of all public involvement correspondence and file notes.
 - 7) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative and the MC, as DEPARTMENT'S representative.
- e.) Formal Public Hearing will not be conducted as part of this project.
- f.) Open Forum Public Hearing will not be conducted as part of this project.

8. Meetings

- a.) Meetings may be scheduled at the request of the CONSULTANT or the MUNICIPALITY for the purpose of discussing and reviewing the Services under this CONTRACT.
- b.) Meeting schedules are to be coordinated with the MUNICIPALITY to ensure that MUNICIPALITY representatives are available to attend the meetings.
- c.) The CONSULTANT shall attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- d.) One (1) Meeting shall be held with local officials approximately three (3) weeks prior to the Public Informational Meeting.
- e.) A 30% Plan Review Meeting will not be held.
- f.) A 60% Plan Review Meeting with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT'S representative. Information and displays presented at this meeting will be prepared by the CONSULTANT according to the SE Region Local Program 60% Meeting Guidelines and as directed by the MC.
- g.) A 90% Plan Review Meeting with the MUNICIPALITY and the MC, as DEPARTMENT'S representative shall be held approximately 60 days

ahead of the PS&E submittal date as directed by the MC, as DEPARTMENT'S representative. Information and displays presented at this meeting will be prepared by the CONSULTANT according to the SE Region Local Program 90% Meeting Guidelines and as directed by the MC, as DEPARTMENT'S representative.

- h.) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- i.) One Meeting shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff and the MC, as DEPARTMENT'S representative.
- j.) The CONSULTANT will not conduct any coordination meeting(s) with utilities having facilities on the PROJECT.

9. PS&E

- a.) The CONSULTANT shall prepare a complete PS&E as specified in the MANUAL
- b.) The CONSULTANT is required to submit the Plan Letter and Special Provisions portion of the PS&E via email or FTP Site as specified in the MANUAL.
- c.) The CONSULTANT shall provide one set of final plans for each utility within the PROJECT limits prior to the PS&E submittal date.
- d.) Draft PS&E is to be submitted 90 days prior to the PS&E date. Four (4) hard copy packages are to be submitted as well as making available e-files by FTP site or through e-mail.
- e.) 100% Plan is to be submitted 28 days prior to PS&E date. Three (3) hard copy packages are to be submitted as well as making available e-files by FTP site or through e-mail.
- f.) E-submit happens prior to noon on PS&E date. Three (3) hard copy packages are to be submitted as well as making available e-files by FTP site or through e-mail.

10. Not Used

11. Road Plans

- a.) The CONSULTANT shall prepare Road Plans for the PROJECT.
- b.) Road Plans are the compilation of documents and reproducible drawings depicting the location, character, dimensions and relevant data necessary to the layout and construction of the prescribed work. Road Plans generally consist of the following:
- 1) Title Sheet
 - 2) Typical Cross Sections and General Notes
 - 3) Special Details including roadway elements, geometric layouts, and salvage/disposal of highway materials.
 - 4) List of Standard Detail Drawings
 - 5) TrnsPRT Engineering Estimates
 - 6) Miscellaneous Quantities
 - 7) Plan and Profile Sheets (includes Storm Sewer Plan)
 - 8) Computer Earthwork Data and Mass Diagrams
 - 9) Cross Sections
 - 10) Traffic Control Plan
 - 11) Erosion Control Plan
 - 12) Marking and Signing Plan
 - 13) Lighting Plans
 - 14) Project Overview – Single Sheet Schematic Drawing

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 manual and computer aided 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.

- c.) 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.
- d.) Road Plans may be developed using either manual or computer aided design systems. Plan preparation shall be in accordance with the

prescribed methods and on the approved plan sheet vehicles described in the MANUAL.

- e.) Plans for minor incidental retaining walls less than five feet in height and pipe type structures in this CONTRACT shall be considered as special construction details of the Road Plans and not as Structure Plans.
- f.) The MUNICIPALITY and the DEPARTMENT will furnish to the CONSULTANT such survey notes, partially completed plans or other data as may be available for use in the preparation of the plans. Such partial plans shall be considered only as preliminary information subject to further development.
- g.) 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.
- h.) 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.
- i.) Plans are subject to review and examination by the MUNICIPALITY and the DEPARTMENT. Such review and examination may be made on the site of the PROJECT.

12. Locating

- a.) A study to determine the location of the roadway is not required.

13. Structure Plans

- a.) 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 sheet(s) of the completed structure plans. Four prints of this plan and the Structure Survey Report/Hydraulic Report shall be submitted to the MC, as DEPARTMENT'S representative and the MUNICIPALITY for review. The MUNICIPALITY and the MC, as DEPARTMENT'S representative, will review this preliminary plan and the Structure Survey Report/Hydraulic

Report and return one print to the CONSULTANT showing requested revisions, if any.

- b.) 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.
- c.) 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.
- d.) When the plans for a structure have been completed, the CONSULTANT shall furnish the MUNICIPALITY and the MC, as DEPARTMENT'S representative, with three sets of prints of such plans for review and examination.
- e.) The CONSULTANT shall submit three copies for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- f.) Plans will be subject to review and examination by the MUNICIPALITY and the MC, as DEPARTMENT'S representative. Such review and examination may be made on the site of the PROJECT.
- g.) Along with the plans for structures the CONSULTANT shall submit one copy of reproduction of the design computations for the MC, as DEPARTMENT'S representative and MUNICIPALITY'S review and permanent file.
- h.) When the plans for structures are to be prepared by others, the MUNICIPALITY and the CONSULTANT(S) shall provide each other with the necessary pertinent information to effect the proper correlation between the Road Plans and the Structure Plans.
- i.) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY may request.
- j.) In the design and development of the Structure Plans the CONSULTANT shall develop a minimum of 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 blending with the topography and costs. The selection of the structure type is to occur before the preliminary structure submittal, as only one structure design will be submitted and carried forward.

14. Plats

- a.) The CONSULTANT shall prepare a traditional Right-of-Way Plat as defined in the MANUAL.
- b.) The CONSULTANT, preparing a Right-of-Way Plat shall provide the following information for those parcels to be acquired on the Plat: copy of the last deed of record and copies of any referenced documents delineated in the last deed; all documented easements of record, appropriate quarter section maps and tax roll listings and if applicable subdivision plats or certified survey maps. The CONSULTANT is responsible for title commitments, to update name changes, utility easements and other documents of record and to update the Right-of-Way Plat.
- c.) A right of way description shall be provided for up to six (6) individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section corners. The CONSULTANT shall submit the legal descriptions as a hard copy and on a CD/DVD or an electronic e-mail file to the SE REGION.
- d.) The CONSULTANT shall prepare the descriptions in line item format and provide a copy of this to the MC as DEPARTMENT'S representative and MUNICIPALITY via email or use of FTP Site.
- e.) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- f.) The CONSULTANT will not monument the new and existing right of way boundaries.

- g.) An Acquisition Stage Relocation Plan will not be prepared as part of this project.
- h.) The CONSULTANT shall provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. Point numbers should correspond to data as submitted in Section H SURVEYS (5). A CD/DVD or electronic e-mail file with point numbers in SDMS format, in ground coordinates, is to be provided to the MC, as DEPARTMENT'S representative.
- i.) The Right-of-Way Plat shall be submitted to the MC, as DEPARTMENT'S representative for the initial relocation order and for revisions when requested by the SE REGION. A table shall be assigned to every Right-of-Way Plat sheet stating the historical basis for dimensioning the existing highway right-of-way, to also include intersecting side roads. The coordinate basis for the plat shall be on the title sheet and each detail sheet.
- j.) The consultant will be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the R/W plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.
- k.) The CONSULTANT shall submit the Right-of-Way Plat electronically in a Micro Station (DGN) format to be reproduced by the SE REGION CADD Unit for each relocation order or when requested by the SE REGION.
- l.) For CONSULTANT design contracts having real estate acquisition: The CONSULTANT shall supply the SE Region, the Municipality and the MC with full size sets of plan/profile and cross sections, including r/w plat if developed as part of this contract, for the MUNICIPALITY'S use in real estate acquisition at the time required in the project schedule. Revised full size sheets shall be supplied to the MC, as DEPARTMENT'S representative, as such revisions are made throughout the acquisition process.

15. Highway system changes are not part of this project.

16. Traffic

- (a) The CONSULTANT shall request collection of traffic counts and forward completed traffic forecast request form (DT1601) to the MC for traffic

projections, performed by the Department for the year(s) 2019 and 2039 at the following locations:

- (1) Jefferson Street between Bridge Street and Spring Street

17. Services provided by the Municipality and the MC:

(b) The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

- (1) An approved STP application
- (2) A list of known utilities
- (3) Hydraulic model of the Fox River

The MC, as DEPARTMENT'S representative, will provide to the CONSULTANT the following for the PROJECT:

- a.) 30%, 60% and 90% SE Region Local Program Guidelines
- b.) Excel spreadsheet for schedule tracking progress
- c.) Roadbuilder Quantity forms
- d.) Drainage Excel spreadsheet
- e.) Public Involvement Plan
- f.) Traffic Forecast request form DT1601
- g.) Traffic Forecast
- h.) Utility Diary (DT2211)
- i.) WisDOT Guide to Utility Coordination Chapter 17, Fig. 17-19, dated December 29, 2015.

D. Agency Coordination

1. Not used
2. Not used
3. Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL and shall prepare the necessary application.

The CONSULTANT shall complete and forward the WisDOT SE Region Stormwater Spreadsheet and forward to the MC for review and comment at 30%, 60% and 90% stages.

4. 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. Permit application shall be submitted to the MC as DEPARTMENT'S representative for review and processing through the Region and Army Corps of Engineers (COE).

5. Section 9 and 10 Permits:

The CONSULTANT shall evaluate the effects of the PROJECT on commercial navigation in accordance with the Rivers and Harbors Act of 1894 and the procedures as set forth in the MANUAL and shall prepare the necessary permit application(s).

iii. Prosecution and Progress

- A. Start of Services is deleted and replaced with the following: The DEPARTMENT or its authorized representative on behalf of the MUNICIPALITY will issue the written order authorizing the CONSULTANT to commence services.
- B. Through F. not used
- G. The CONSULTANT or MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the MC, as DEPARTMENT'S representative, at the time of billing or prior to the fifteenth of the month, whichever is earlier. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks, as directed by the MC, as DEPARTMENT'S representative, on any project report required for delivery to the MC, as DEPARTMENT'S representative. The report shall be delivered in electronic format as directed by the MC, as DEPARTMENT'S representative.

The PROJECT will be administered for the DEPARTMENT by DAAR Engineering, Inc., the SE Region Local Program Management Consultant (MC). Correspondence and all submittals including invoices, progress reports, and updated schedules must be submitted to:

DAAR Engineering, Inc.
Attn: Ann Bannantine, Program Assistant
ann.bannantine@daarcop.com
325 E. Chicago Street, Suite 500
Milwaukee, WI 53202

(414) 225-9817 Office
 (414) 935-4362 Direct

H. Payment of invoices will be based on the following Guideline:

<u>Milestone</u>	<u>% of Contract Payout</u>
Project Scoping Meeting	~5% to ~10%
30% Plan/Review Meeting	~30%
Environmental Document Approval	~30% to ~40%
60% Plan/Review Meeting	~40% to ~50%
Design Study Report Approval	~60%
PS&E Submittal	~90% to ~97%
Design Project Completion	100%

- I. The CONSULTANT proposes to sublet services to Knight Barry, GESTRA, and Powrtek.
- J. The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, based upon CONSULTANT having received the Notice to proceed by May 1, 2016.

<u>Milestone:</u>	<u>Date (or N/A if not applicable):</u>
WO/Contract NTP	May 1, 2016
Operational Planning Meeting (OPM)	June 2016
Project Screening	July 2016
Asbestos Investigation Ordered (only for Bridges)	May 2016
Asbestos Report Submitted (only for Bridges)	N/A
Traffic Counts taken	N/A
Traffic Forecast Requested	May 2016
Traffic Forecast Approved/Sent by the Department	June 2016
Soils Report Submitted	June 2016
Soils Report Approved	July 2016
PTSR Submitted	N/A

PTSR Approved	N/A
HazMat Phase 1 Report Submitted	December 2016
HazMat Phase 1 Report Approved	January 2017
DNR coordination began	May 2016
DNR initial Review received	June 2016
Draft Preliminary Bridge Hydrology submitted to MC for review	June 2016
Preliminary Bridge Hydrology submitted to BOS	July 2016
Draft Preliminary Bridge Submittal submitted to MC for review	December 2016
Preliminary Bridge Submittal submitted to BOS	January 2017
Traffic Report Submitted	N/A
Traffic Report Approved	N/A
30% Plans submitted	December 2016
30% Plans comments sent	January 2017
Submit Section 106 (with History survey & updated 30% plan exhibits)	N/A
Public Information Meeting PIM #1	December 2016
Section 106 MC comments sent preparer	N/A
Final Section 106 submitted to MC	N/A
Final Section 106 submitted to CRT	N/A
DNR preliminary concurrence received	December 2016
Draft CEC submitted	December 2016
Section 106 approved	N/A
Submit Section 4(f)	December 2016
Section 4(f) MC comments sent preparer	January 2017
<u>Milestone:</u>	<u>Date (or N/A if not applicable):</u>
Section 4(f) resubmitted and sent to CO (can't send until Section 106 approved)	February 2017
Section 4(f) resubmitted and sent to FHWA	March 2017
Section 4(f) approved by FHWA	April 2017
CEC Approved	April 2017
Trans 75 Submitted (might need to be submitted prior to pER/ER)	N/A
Trans 75 Approved	N/A
PIM #2	N/A
Draft DSR and 60% Plans Submitted to MC	September 2017
DSR Approved	December 2017
RR Package submitted	N/A
Plat - Preliminary submitted	September 2017

Plat - Final submitted	October 2017
Relocation Order approved	December 2017
HazMat Phase 2 Investigation Ordered	N/A
HazMat Phase 2 Report Submitted	N/A
HazMat Phase 2 Report Approved	N/A
Plans (75%) for utility design sent to utilities	November 2017
Utility Work Plans Approved	April 2018
Draft PS&E Submitted	May 1, 2018
Draft Final Bridge Submittal submitted for review	May 1, 2018
Draft PS&E Meeting (90%)	May 31, 2018
Final Bridge Submittal submitted to BOS	June 1, 2018
RR Stipulations or Agreements received	N/A
DNR final concurrence received	June 2018
Final PS&E submitted (28 Day)	July 4, 2018
PS&E eSubmit	August 1, 2018
Advertisement	TBD
LET	TBD

iv. BASIS OF PAYMENT

A. Prime Consultant Basis of Payment

Lump Sum:

For preparation of roadway and structure PS&E, a lump sum of \$124,496.67.

B. Subcontract Basis of Payment 1st Tier Subconsultant

Actual Cost Plus Fixed Fee 1st Tier Subconsultant:

For geotechnical exploration subcontracted to GESTRA Engineering, Inc. (DBE), the CONSULTANT'S actual cost to GESTRA Engineering, Inc. based on GESTRA Engineering, Inc.'s actual cost up to \$11,031.83 plus fixed fee of \$328.74 not to exceed \$11,360.57.

Cost per Unit 2nd Tier Subconsultant:

For coring through the existing bridge structure subcontracted to Interstate Sawing, a lower tier subconsultant to GESTRA Engineering, Inc. the CONSULTANT'S actual cost to GESTRA Engineering, Inc.'s based on GESTRA Engineering, Inc.'s actual cost to Interstate Sawing's not to exceed \$1,160.00 for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost Rate
6" Core	Each	\$580.00

Cost per Unit 1st tier Subconsultant:

For *Title Reports* subcontracted to *Knight Barry Title, Inc.*, the CONSULTANT'S actual cost to *Knight Barry Title, Inc.* not to exceed \$2,970.00 for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost Rate
Title Report	Each	\$300.00
Title Report update	Each	\$30.00

Specific Hourly Rate 1st tier Subconsultant:

For *lighting design* subcontracted to *Powrtek Engineering, Inc.*, the CONSULTANT'S actual cost to *Powrtek Engineering, Inc.* as compensation for direct labor hours and non-labor direct costs not to exceed \$4,408.10 based on rates in the tables below.

Specific hourly rates to be paid for hours in which *Powrtek Engineering Inc.'s* employees are directly engaged in performing the services required by this CONTRACT:

Employee name (if applicable)	Employee Classification	Hourly Rate
Greg Sadowski	Engineer	\$130.61
Brian Fuller	Technician	\$66.49

Classifications or employees not listed above cannot be invoiced unless added to the contract through an amendment.

The following non-labor direct costs will be reimbursed based on *Powrtek Engineering Inc.'s* actual cost:

Item Description	Unit Type ("\$" for Pass-Through)	Unit Rate (Leave blank for Pass-Through)
Plotting	Sheet	\$1.00
Printing	Sheet	\$0.10

Non-labor direct costs not listed above cannot be invoiced unless added to the contract through an amendment.

G. Total Contract

Total contract not to exceed \$144,395.34.

ACCESS TO RECORDS

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. The contact person will be Jessica Lewis.

SPECIAL PROVISION REVISIONS FOR 2016 DESIGN ENGINEERING CONTRACTS

Design Office Computer Requirements – Revised 10/16/2015

Important initial information for design CONSULTANTS who do not have a SecurID card: The CONSULTANT is required to contact the DEPARTMENT Region Office at least two weeks prior to delivering their computer for the installation of DEPARTMENT software so a DT1591 form can be completed and approved by a DOT supervisor. The completed DT1591 form ensures that the CONSULTANT will receive a DOT user ID and a RSA hard or soft token that is required for access to WisDOT.

Minimum hardware and software requirements: The CONSULTANT shall be responsible to provide a desktop personal computer or laptop that meets the following minimum specifications:

Hardware requirements

- Hyper-threaded or multi-core processor, 2.5 Ghz minimum
- 8 GB RAM minimum
- 20 GB free disk space on the C:\ drive for the installation of DEPARTMENT software
- USB port(s)
- Ethernet or wireless network adapter to communicate with DEPARTMENT servers

Software requirements ¹

- Microsoft Windows 7 Professional 64-bit (administrator access needed for installation and configuration of DEPARTMENT software) ²
- Microsoft .NET Framework version 4.5¹
- Microsoft Office 2013 (only Word and Excel are required)
- Adobe Acrobat Reader X or higher
- Antivirus and spyware scanning software with up-to-date definition files to protect the workstation.
- Internet Explorer 11
- Internet and e-mail access are required and the CONSULTANT shall provide the DEPARTMENT with their e-mail address.
- Cisco AnyConnect VPN client 3.1.0516 – installation instructions provided by the DEPARTMENT
- RSA SecurID® card OR RSA SecurID Soft Token application ⁴ – installation instructions provided by the DEPARTMENT

The DEPARTMENT Region Office will provide and support the following software and devices for the duration of the CONTRACT. After the completion of the CONTRACT, the CONSULTANT is required to remove this software and return any DEPARTMENT issued devices:

- Oracle 11g client
- AASHTOWare® Project Proposals (PrPR) client

The CONSULTANT shall apply all software upgrades that occur during the duration of the CONTRACT. The DEPARTMENT will provide instructions to obtain and apply the upgrades. The CONSULTANT shall notify the DEPARTMENT IT support person when the upgrades are completed. ⁵

The CONSULTANT shall have all required software installed and functioning before delivering the computer to the DEPARTMENT Region Office. The computer will have no programs running resident in memory that will interfere with DEPARTMENT applications. The CONSULTANT may need to modify the desktop computer or laptop configuration to work with the DEPARTMENT'S software. Modifications may include locally installed antivirus software, computer firewall and network firewall. The CONSULTANT shall make an appointment with the DEPARTMENT Region office prior to delivering their computer for the installation of DEPARTMENT software. The DEPARTMENT Level 2 IT Support staff member at the DEPARTMENT Region Office needs administrative access to the PC for software installation and configuration purposes. The DEPARTMENT Region Office reserves the right to reject, at any time, any computer that proves to be incompatible with the DEPARTMENT supplied software.

¹ The CONSULTANT shall apply the latest hotfixes and security patches to the operating system and other software they provide on an ongoing basis.

² The DEPARTMENT and the DEPARTMENT software vendors do not support other operating systems.

⁴ The CONSULTANT will be responsible for the cost of purchasing replacement RSA SecurID® cards (hard token) if a card is lost or damaged. If the CONSULTANT'S job duties change and the RSA hard or soft token is no longer needed, it is the CONSULTANT'S responsibility to contact the DEPARTMENT to transfer the RSA hard or soft token to another CONSULTANT or return it to the DEPARTMENT. It is a breach of security to share DOT user IDs or RSA hard or soft tokens.

⁵ The DEPARTMENT reserves the right to waive the requirement that the CONSULTANT install software upgrades.

Revisions to previous requirements

Consultant Weighted Average Direct Labor Rates

Project ID: ID 3834-00-02 Jefferson Street, Bridge
over Fox River, Local Street, Racine
County

CORRE, INC.

Classification:	Assistant Designer		
Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Eric Price	\$46.92	30.00%	\$14.08
Eric Andritsch	\$33.00	70.00%	\$23.10
TOTAL		100.00%	\$37.18

Classification:	Hydrologist		
Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Yiyang Xiong	\$75.00	25.00%	\$18.75
Suzanne Schleeper	\$37.13	75.00%	\$27.85
TOTAL		100.00%	\$46.60

Classification:	Support Staff/Clerical		
Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Choua Khang	\$20.00	10.00%	\$2.00
Chris Kelly-Schultz	\$24.17	80.00%	\$19.34
Jenna Richardson	\$28.98	10.00%	\$2.90
TOTAL		100.00%	\$24.24

Consultant Direct Labor Rates

CORRE, INC.

Project ID: ID 3834-00-02 Jefferson Street, Bridge over Fox River, Local Street, Racine County

Employee Name(a)	Classification(b)	Current Rate(c) 2016	% Yearly Pay Increase(d)	% Work at Current Rate(g)	New Pay Rate(e) 2017	% Work at Increased Rate(h)	Date of Increase(f)	New Pay Rate(e) 2018	% Work at Increased Rate(h)	Date of Increase(f)	Weighted Average Hourly Rate(i)
Jessica Lewis	Project Manager	\$46.76	2.80%	36.50%	\$48.07	36.50%	4/1/2017	\$49.42	27.00%	4/1/2018	\$47.96
Bill Hove	Structural Lead	\$54.39	2.80%	36.50%	\$55.91	36.50%	4/1/2017	\$57.48	27.00%	4/1/2018	\$55.78
see wtd ave direct labor rates	Hydrologist	\$46.60	2.80%	100.00%	\$47.90		4/1/2017	\$49.24		4/1/2018	\$46.60
Kevin Meyer	Environmental Coordinator	\$47.06	2.80%	100.00%	\$48.38		4/1/2017	\$49.73		4/1/2018	\$47.06
see wtd ave direct labor rates	Assistant Designer	\$37.18	2.80%	36.50%	\$38.22	36.50%	4/1/2017	\$39.29	27.00%	4/1/2018	\$38.13
Ken Wade	Hazardous Materials	\$55.00	2.80%	100.00%	\$56.54		4/1/2017	\$58.12		4/1/2018	\$55.00
Bryon Motszko	Plat Preparer	\$41.05	2.80%	50.00%	\$42.20	50.00%	4/1/2017	\$43.38		4/1/2018	\$41.63
Troy Betcher	Technician	\$30.75	2.80%	36.50%	\$31.61	36.50%	4/1/2017	\$32.50	27.00%	4/1/2018	\$31.54
Scott Koffarnus	Surveyor	\$29.60	2.80%	100.00%	\$30.43		4/1/2017	\$31.28		4/1/2018	\$29.60
see wtd ave direct labor rates	Clerical	\$24.24	2.80%	36.50%	\$24.92	36.50%	4/1/2017	\$25.62	27.00%	4/1/2018	\$24.86

Contract Completion Date: 12/31/2018

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Project ID: 10 3834-00-02 Jefferson Street, Bridge over Fox River, Local Street, Racine County

CLASS Avg. Hourly Wage TASK	ACT. CODE	Project Manager		Structural Lead		Hydrologist		Environmental Coordinator		Assistant Designer		Heavywood Materials		Plot Preparer		Truck Driver		Surveyor		Clerical		Total Direct Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
		\$47.56	\$55.76	\$46.60	\$47.06	\$58.13	\$55.00	\$41.63	\$31.54	\$29.60	\$21.65												
Administrative/Board	740	15	\$7,134.00	1	\$55.76	1	\$46.60	1	\$47.06	1	\$38.13	1	\$55.00	1	\$41.63	1	\$31.54			11	\$233.18	66	\$2,845.08
Design/Revised	748	8	\$383.68							82	\$3,126.66											90	\$3,510.34
Division/Discontinue	767							8	\$383.68	86	\$1,753.93											92	\$2,007.34
Division/Start/Work	765							1	\$47.06	50	\$2,300.00											44	\$2,388.24
Division/Utility/Construction	746	1	\$47.56					2	\$94.12	65	\$2,410.32											70	\$2,726.28
Public/Construction	743	21	\$1,000.76	5	\$278.90					3	\$114.30			38	\$1,580.64					2	\$74.58	39	\$1,555.85
Survey/General	793	1	\$47.56	1	\$55.76					1	\$152.52			2	\$83.26			21	\$2,190.40			82	\$2,579.92
Trailer/Revised/Construction	741	5	\$237.80							65	\$2,478.45			38	\$1,545.48							120	\$4,911.67
Trailer/Structure/Design	1001			20	\$1,115.60	40	\$1,864.00			35	\$1,372.68			31	\$977.74							127	\$5,330.02
Trailer/Structure/Element	742	1	\$47.56							35	\$1,314.55			35	\$1,403.90							74	\$2,690.29
Computer/Construction	786									21	\$802.03											31	\$1,182.03
Local/Structure/Design	1002			17	\$7,621.00					106	\$4,003.05			109	\$4,437.86							261	\$10,061.17
Project/Work	727									12	\$452.56			88	\$3,607.74							110	\$4,537.30
Meeting/Construction	747	11	\$523.16	18	\$1,003.68					25	\$951.38											56	\$2,578.22
Site	704	8	\$380.48	1	\$55.76					28	\$1,067.64											40	\$1,674.44
Material/Construction	773			11	\$613.36					5	\$190.05			2	\$83.26							18	\$887.49
TOTALS		100	\$4,788.00	108	\$6,024.24	41	\$1,918.60	13	\$611.78	143	\$20,704.51	11	\$2,255.00	103	\$4,287.89	241	\$7,801.14	74	\$2,190.40	16	\$397.76	1280	\$56,778.00

FEE COMPUTATION SUMMARY BY ENGINEERING TASK

Project ID:

ID 3834-00-02 Jefferson Street, Bridge over Fox River, Local Street, Racine County

CORRE INC.

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee/ Profit	TOTAL
Administration/Coordination	740	\$2,845.08	\$3,592.48		\$497.89	\$6,935.45
Design Reports	748	\$3,510.34	\$4,432.51		\$614.31	\$8,557.16
Environmental Documents	767	\$2,036.34	\$2,571.29		\$356.36	\$4,963.99
Hazardous Waste	765	\$2,388.24	\$3,015.63		\$417.94	\$5,821.81
Agency/Utility Coord.	746	\$2,726.28	\$3,442.47		\$477.10	\$6,645.85
Public Involvement	743	\$1,555.85	\$1,964.57	\$90.72	\$272.27	\$3,883.41
Survey-General	729	\$2,529.92	\$3,194.53	\$167.94	\$442.74	\$6,335.13
Prelim. Road Design	741	\$4,311.67	\$5,444.35	\$45.36	\$754.54	\$10,555.92
Prelim. Structure Design	1001	\$5,330.02	\$6,730.22	\$45.36	\$932.75	\$13,038.35
Finalize Design Elements	742	\$2,630.29	\$3,321.27		\$460.30	\$6,411.86
Compute Quantities	786	\$1,182.03	\$1,492.55		\$206.86	\$2,881.44
Final Structure Design	1002	\$10,063.17	\$12,706.76		\$1,761.05	\$24,530.98
Right-of-Way	737	\$4,537.30	\$5,729.25		\$794.03	\$11,060.58
Meetings & Conferences	747	\$2,570.94	\$3,246.33	\$362.34	\$449.91	\$6,629.52
PS&E	794	\$1,674.44	\$2,114.32		\$293.03	\$4,081.79
Manage Subconsultants	773	\$887.49	\$1,120.63		\$155.31	\$2,163.43
TOTALS		\$50,779.40	\$64,119.16	\$711.72	\$8,886.39	\$124,496.67

Home Office Overhead Rate = 1.2627
 Fixed Fee Overhead Rate = 1.5

Profit = 7.00%

Direct Expenses by Item

Project ID: ID 3834-00-02 Jefferson Street, Bridge over
Fox River, Local Street, Racine County

CORRE.

Item	Unit Amount	Unit Type	Rate	Total Expenses
EMPLOYEE VEHICLE	1007	MILES	\$0.540	\$543.78
COMPANY VEHICLE	311	MILES	\$0.540	\$167.94
TOTAL				\$711.72

Consultant Contract Total Fee Computation

Project ID: ID 3834-00-02 Jefferson Street, Bridge over Fox River, Local Street, Racine County

CORRE INC.

Project ID	3834-00-02 Original Contract	Total for Contract
Number of Staff Hours	1,280	1280
Total Direct Labor	\$50,779.40	\$50,779.40
Total Overhead Costs	\$64,119.16	\$64,119.16
Fixed Fee/Profit	\$8,886.39	\$8,886.39
Direct Expenses	\$711.72	\$711.72
Subtotal	\$124,496.67	\$124,496.67
Knight Barry	\$2,970.00	\$2,970.00
GESTRA	\$12,520.57	\$12,520.57
Powrtek	\$4,408.10	\$4,408.10
Subcontract Subtotal	\$19,898.67	\$19,898.67
TOTAL COST	\$144,395.34	\$144,395.34

December 29, 2015

Jessica Lewis
CORRE, Inc.
175 E. Wisconsin Avenue, Suite 27
Oconomowoc, WI 53066

**Re: WisDOT ID#: 3834-00-02- Jefferson Street, Bridge over Fox River,
Racine County Proposal**

Dear Jessica,

The Knight Barry Title Group is pleased to provide the following services and rate quote for the above-referenced project.

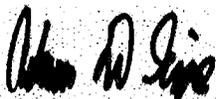
We will provide a DOT-approved Report, which will set forth the record ownership, legal description, mortgage lien and judgment holders, tax status and any easements/restrictions we find recorded within the last 80 years affecting the premises. We will also provide a copy of the easements, encumbrances, last deed, maps and tax statements. Please know that searching the railroad records at the Wisconsin Department of Financial Institution will NOT be included as a part of the searches that will be conducted.

The fee for each reports (one report per parcel) will be \$300.00 (total of \$2,700.00 for the nine reports), and we will bill \$30.00 per written update (total of \$270.00 for one update per report), updates will be completed upon request. Copy costs are included with the cost of the report. Total costs not to exceed \$2,970.00. We will need 3 weeks to complete.

Knight Barry Title Inc.'s Federal Tax ID Number is 39-1338746.

Please contact me with any questions. Thank you for the opportunity to be of service.

Very truly yours,
Knight Barry Title, Inc.



Adam D. Sipe
Director of Title Operations



GESTRA Engineering, Inc.
191 W. Edgerton Avenue
Milwaukee, WI 53207
Phone: (414) 933-7444
Fax: (414) 933-7814

March 4, 2016

Ms. Jessica D. Lewis, P.E.
CORRE, Inc.
175 E. Wisconsin Avenue, Suite 27
Oconomowoc, WI 53066

Re: Proposal for Geotechnical Exploration
Jefferson Street Bridge over Fox River
Racine County, WI
WisDOT Project ID No. 3834-00-02

Dear Ms. Lewis,

Thank you for the opportunity to propose on the geotechnical exploration for the proposed Jefferson Street Bridge Replacement project over the Fox River in Burlington, Wisconsin. The following proposal outlines the project information, scope of work to be performed, and the fees for providing these services.

Project Information:

WisDOT is proposing to replace the Jefferson Street Bridge over the Fox River in the City of Burlington, Wisconsin. CORRE, Inc., a consultant to WisDOT, has requested a geotechnical engineering exploration and analysis report for the Jefferson Street Bridge Replacement project. The services requested for the geotechnical engineering exploration and analysis report will include LRFD (Load Resistance Factor Design) structure foundation design, retaining wall design and pavement design analysis to FDM Standards.

Based on the information collected by Gestra Engineering, Inc. (GESTRA), the existing bridge is a three span cast-in-place bridge supported by a shallow foundation system with two piers and abutments on either end (existing bridge number B-51-0001). The bridge deck is 48 feet wide, with three lanes of traffic, one in the eastbound direction and two in the westbound direction. The structure length is 172 feet total. The existing bridge is a steel deck girder structure.

It is our understanding the new bridge structure will not vary significantly from the existing design, length, width and elevation. Based on the limited available information for the existing site condition, GESTRA is relying on the nearby State Street Bridge located south of the project. Historical information collected indicated the State Street Bridge was reconstructed in 1996 and the foundation for the existing State Street Bridge is supported on piles. It is our assumption that

the Jefferson Street Bridge will be supported on a similar foundation support system. Information collected from surrounding bridge structure was also used to develop the following scope below.

Scope of Geotechnical Exploration Work:

Based on our understanding of the project, the emailed request for proposal (RFP) and our follow up correspondence, GESTRA proposes that the following scope of work be performed:

1. Contact Diggers Hotline and coordinate with the locators to identify the utility locations prior to drilling. The boreholes will be laid out by GESTRA's drill crew using tape and stake methods. Ground surface elevations will be obtained by GESTRA and referenced to a Benchmark provided by CORRE, Inc.
2. Performed a total of four (4) standard penetration test borings (SPT). The borings for the abutments will be performed in the existing roadway of Jefferson Street. Borings for the piers will be performed through the existing bridge deck. Soil borings are expected to be performed using a truck mounted drilling rig. The estimated depth of each boring is 35 feet measured from the existing pavement surface. A five foot NQ rock core will be obtained from two of the boreholes. After drilling boreholes will be abandon per Wisconsin DNR regulations. Borehole that are drilled below the river and or rock coring is performed will be backfilled with grout.
3. Jefferson Street is a busy roadway through the City of Burlington. Traffic control will be very challenging during the soil exploration work. In this proposal, GESTRA is assuming a lane closure will be required during drilling operations. Traffic control, including the rental and set-up of signs will be provided by the City of Burlington.
4. An eight inch core will be performed at the two borehole locations on the concrete deck and casing will be installed to the bottom of the river to help complete drilling at these locations. The eight inch core hole will be patched with quick set ready mix concrete. However, it will not be repaired structurally. Coring through the bridge deck will be subcontracted out.
5. Perform laboratory soil tests to assign classification and engineering properties to the soils encountered. Dependent upon the types of soils encountered, the testing may include the following: hand penetrometer, gradation, and moisture and organic contents.
6. Prepare a Load Resistant Factor Design (LRFD) engineering report presenting the results of the field exploration, laboratory testing, and providing recommendations pertaining to the bridge foundation type, estimated pile depths, evaluation of the pile drivability, estimates of settlement, geotechnical design parameter recommendations for the proposed CIP retaining walls, global stability analysis of retaining wall (assume sections will be provided) and site preparation/soil correction.

As previously stated, we have assumed the site is accessible by truck mounted drilling equipment. We also assume that our drilling spoils can be thin spread at the project site, adjacent to the borehole. GESTRA assumes that any site clearing and ground disturbance to access drill sites is authorized.

Fees:

For soils and subsurface investigation services performed by GESTRA Engineering, Inc., GESTRA's actual cost up to \$11,031.83 plus a fixed fee of \$328.74 up to a maximum combined amount of \$11,360.57.

For coring through the existing bridge structure the services will be subcontracted to Interstate Sawing, a lower tier sub-consultant to GESTRA Engineering Inc., the CONSULTANT's actual cost not to exceed \$1,160.00 based on GESTRA Engineering Inc. actual cost subcontract.

The total actual cost \$12,191.83 plus a fixed fee of \$328.74 up to a maximum combined amount of \$12,520.57.

Please note that all the items in the cost estimates sheets, except administrative cost items, are a direct cost and are negotiated unit price items. However, the administrative cost items are estimated using an overhead rate of 184.09% that is our current approved overhead rate. Fixed Fee cost item was estimated using an overhead rate of 150.00%.

Should unanticipated conditions be encountered, such as soft soil, which we feel requires additional borings, greater depth, or laboratory testing beyond the work scope proposed, we will contact you immediately to describe the conditions encountered and to receive additional authorization before performing any additional work.

Remarks

GESTRA appreciates the opportunity to propose on this project. To authorize our services, please endorse the enclosed Statement of Authorization and return it to us. If you have any questions concerning this proposal or if we can be of any further services to you, please contact me at 414-933-7444 ext 16.

Sincerely,
GESTRA Engineering, Inc.



Eric Jeske, P.E
Staff Engineer



M. Masud Alam, PhD, P.E
Principal Engineer

Statement of Authorization

_____ (company) hereby authorizes GESTRA Engineering, Inc. to proceed with the geotechnical exploration for the proposed Jefferson Street Bridge over Fox River Replacement project in the City of Burlington, Racine County, Wisconsin in accordance with the terms and scope of the attached proposal.

Authorized by: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 1
 GESTRA Engineering, Inc
 Direct Labor Rates
 Jefferson St. Bridge over Fox River
 Racine County, WI
 Project ID# 3834-00-02

Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
Senior Engineer	\$35.58	0%	\$35.58		100.00%	0.00%	\$35.58
Project Engineer	\$31.25	0%	\$31.25		100.00%	0.00%	\$31.25
Drilling Manager	\$39.42	0%	\$39.42		100.00%	0.00%	\$39.42
Driller	\$21.75	0%	\$21.75		100.00%	0.00%	\$21.75
Driller Helper	\$15.50	0%	\$15.50		100.00%	0.00%	\$15.50
Administrative	\$20.60	0%	\$20.60		100.00%	0.00%	\$20.60

Contract Completion Date: 12/31/2018

EXHIBIT 2
 GESTRA Engineering, Inc
 Summary of Staff Hours and Direct Labor Costs
 Jefferson St. Bridge over Fox River
 Racine County, WI
 Project ID# 3634-00-02

CLASS		Senior Engineer		Project Engineer		Drilling Manager		Driller		Driller Helper		Administrative		Total Direct Labor	
Avg. Hourly Wage		\$ 35.58		\$ 31.25		\$ 39.42		\$ 21.75		\$ 15.50		\$ 20.60			
TASK DESCRIPTION	ACT. CODE	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Report Preparation	208	8	\$ 284.64	40	\$ 1,250.00		\$ -		\$ -		\$ -		\$ -	48	\$ 1,534.64
Project Management	740		\$ -		\$ -	4	\$ 157.68		\$ -		\$ -		\$ -	4	\$ 157.68
Drilling Services	644		\$ -		\$ -		\$ -	5	\$ 108.75	5	\$ 77.50		\$ -	10	\$ 186.25
TOTALS		8	\$ 284.64	40	\$ 1,250.00	4	\$ 157.68	5	\$ 108.75	5	\$ 77.50	0	\$ -	62	\$ 1,878.57

EXHIBIT 3
 GESTRA Engineering, Inc
 Fee Computation Summary by Engineering Task
 Jefferson Street Bridge over Fox River
 Racine County, WI
 Project ID# 3834-00-02

TASK DESCRIPTION	ACT. CODE	Direct Labor Costs	Overhead Costs	Unit Price/Direct Expenses	*Fixed Fee	Total
Report Preparation	208	\$ 1,534.64	\$ 2,825.12		\$ 268.56	\$ 4,628.32
Project Management	740	\$ 157.68	\$ 290.27	\$ -	\$ 27.59	\$ 475.54
Drilling Services	644	\$ 186.25	\$ 342.87	\$ 5,125.00	\$ 32.59	\$ 5,686.71
Laboratory Testing	646	\$ -	\$ -	\$ 570.00	\$ -	\$ 570.00
		\$ 1,878.57	\$ 3,458.26	\$ 5,695.00	\$ 328.74	\$ 11,360.57

Home Office Overhead Rate: 184.09% Fixed Fee 7.0%
 *Fixed Fee Calculated using an Overhead Rate: 150.00%

EXHIBIT 4
 GESTRA Engineering, Inc
 Direct Expenses
 Jefferson Street Bridge over Fox River
 Racine County, WI
 Project ID# 3834-00-02

Item	Unit Amount	Unit Type	Rate	Total Expenses
Geotechnical Testing				
SPT Drilling (0-25')	60	LF	\$ 12.00	\$ 720.00
SPT Drilling (25-50')	40	LF	\$ 15.00	\$ 600.00
Pavement Repair	2	EA	\$ 35.00	\$ 70.00
Mud Rotary Setup	4	EA	\$ 150.00	\$ 600.00
Borehole abandonment (bentonite chips)	70	LF	\$ 4.50	\$ 315.00
				\$ 2,305.00
Special Bridge Drilling Services				
Casing Installation	40	LF	\$ 20.00	\$ 800.00
Sealing of Casing through Bridge Deck	2	EA	\$ 250.00	\$ 500.00
Bridge deck patch with quickset concrete (non structural)	2	EA	\$ 200.00	\$ 400.00
Borehole abandonment (grout)	30	LF	\$ 9.00	\$ 270.00
Rock Coring Setup	2	EA	\$ 150.00	\$ 300.00
Rock Coring	10	LF	\$ 55.00	\$ 550.00
				\$ 2,820.00
Laboratory Services				
Moisture Content	20	EA	\$ 6.00	\$ 120.00
Atterberg Limits	1	EA	\$ 50.00	\$ 50.00
Sieve Analysis	4	EA	\$ 100.00	\$ 400.00
				\$ 570.00
EXHIBIT 4 SUB TOTAL				\$5,695.00

EXHIBIT 5
 GESTRA Engineering, Inc
 Consultant Contract Total Fee Computation
 Jefferson Street Bridge over Fox River
 Racine County, WI
 Project ID# 3834-00-02

Project ID	3834-00-02				3834-00-02 Total Contract
Number of Staff Hours	62				62
Total Direct Labor	\$1,878.57				\$1,878.57
Total Overhead Costs	\$3,458.26				\$3,458.26
*Fixed Fee/Profit	\$328.74				\$328.74
Unit Prices/Direct Expenses	\$5,695.00				\$5,695.00
Subtotal	\$11,360.57	\$0.00	\$0.00	\$0.00	\$11,360.57
Bridge Deck Coring (Interstate Sawing)	\$1,160.00				\$1,160.00
TOTAL COST (Rows 5-8, Subs):	\$12,520.57	\$0.00	\$0.00	\$0.00	\$12,520.57

Home Office Overhead Rate: 184.09% Profit 7 %
 *Fixed Fee Calculated using an Overhead Rate: 150.00%



7403 Sleepy Hollow Rd. • P.O. Box 453 • West Bend, WI 53090
262-334-7522 • 1-800-572-9626 • Fax: 262-334-7526
we-saw-it@interstatesawing.com • www.interstatesawing.com

****ALL OF OUR OPERATORS ARE OSHA 10 CERTIFIED****

Estimate - Revised

Based on information provided by Eric

February 23, 2016

Gestra Engineering

Attn: Eric

Phone: 414-933-7444 x16

E-mail: ejeske@gestrainc.com

Job: Bridge Deck in Burlington – Proposal for Geotechnical Exploration, Jefferson Street Bridge over Fox River, Racine County, WI, WisDOT Project ID #3834-00-02

Equipment: core drill equipment, vacuum

Work consists of the following:

Core drill 2 – 6” diameter holes x up to 8” thick bridge deck. The two holes will be done in separate mobilizations. The core drilling will be done using water. Each core will be drilled to a depth of approximately 7 ½”, the water will be vacuumed up, and the last ½” of the core will be drilled dry to possibly prevent the core from dropping to area below. This process will keep slurry from going into the riverbed below and possibly catching the core. **It is not a problem if the core does drop to area below.** Interstate Sawing is a 2nd tier subcontractor to Gestra, who is a sub to CORRE, Inc., a consultant to WisDOT.

Cost: \$580.00 each core

Based on 2 – 6” cores for a total cost not to exceed \$1,160.00

- Work to be done during regular hours
- There are two mobilizations
- Layout of openings, on cutting side, by others
- No removal included in price
- It is the responsibility of others to do traffic control, etc. during the core drilling process
- No special water protection or power washing included in price - vacuum water
- Interstate Sawing will be provided with a place to dump slurry. If no place is available and slurry must be transported to our shop, it will be treated with chemicals to conform to EPA standards for proper disposal. Additional charges of \$150.00/barrel will be added to the invoice.
- Price does not include safety training. Safety training will incur an additional charge.

If there are changes to quantities, sizes or thicknesses quoted, price may be adjusted accordingly.

Interstate Sawing is **Not Responsible** for traffic control, layout, or pipes, conduits, ducts or other utilities cut in walls, floors, and roofs or in the pavement or just below it. Any downtime beyond the control of Interstate Sawing will be charged accordingly. There will be a 30% increase for premium time. If you have any questions, please call me at 414-750-7369.

Thank you for the opportunity,

Brett Bacci

Brett Bacci

Please fax back accepted quote to 262-334-7526. Thank you for your prompt attention.

Accepted by:



20711 Watertown Road, Suite C
Waukesha, WI 53186
www.powrtek.com
Phone: 262-827-9575
Fax: 262-827-9615

January 14, 2016 (Rev February 11, 2016)

Ms. Jessica Lewis, P.E.
Corre Inc.
175 E. Wisconsin Ave, Suite 27
Oconomowoc, WI 53066

RE: ID 3834-00-02
Jefferson Street
Bridge over Fox River
Local Street
Racine County

Jessica:

We appreciate the opportunity to provide you with a fee proposal for this project and look forward to working with you. We have included our fee proposal and scope of services.

SUMMARY OF PROJECT:

The project consists of bridge replacement. The new bridge will have new street lights.

ELECTRICAL DESIGN FEE:

- \$4,408.10 T&M NTE
The fee includes all labor and expenses - See attachment for details on this specific hourly rate proposal.
- Completion Date: December 31, 2018

SCOPE OF SERVICES

- Lighting plan. Information on selected lighting units provided to PEI.
- Power source from existing river walk path system if possible (existing river walk plans provided to PEI) or a new lighting cabinet.
- Lighting calculations.
- Electrical details.
- Drafting - ACAD.
- Print and electronic files furnished to Powrtek.
- Specifications in appropriate format.
- Design Coordination.
- Overall quantities.
- Cost estimate.

Our fee proposal and scope of services is based on our understanding of the necessary changes. If you have any questions, don't hesitate to let me know.

Submitted,


Greg W. Sadowski, P.E.

POWRTEK ENGINEERING, INC.

Specific Rate Contract Direct Labor Rates

ID 3834-00-02
Jefferson Street
Bridge over Fox River
Local Street
Racine County

Employee Name	Classification	Current Rate	% Pay Increase	New Pay Rate	Date of Increase	% Work at Current Rate	% Work at Increased Rate	Weighted Average Hourly Rate	Overhead Rate 116%	Fixed Fee 7.00%	Labor-Related Rate	Negotiated Labor-Related Rate
Greg Sadowski	Engineer	\$55.00	1.70%	\$55.94	1/1/2017	0.00%	100.00%	\$55.94	\$64.88	\$9.79	\$130.61	\$130.61
Brian Fuller	Technician	\$28.00	1.70%	\$28.48	10/1/2016	0.00%	100.00%	\$28.48	\$33.03	\$4.98	\$66.49	\$66.49

Fixed Fee calculated based on an overhead rate of: 150%

Contract

Completion Date: Dec 31, 2018

POWRTEK ENGINEERING, INC.

ID 3834-00-02
 Jefferson Street
 Bridge over Fox River
 Local Street
 Racine County

**DESIGN ENGINEERING
 SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS**

TASK	ACT. CODE	Greg Sadowski Engineer		Brian Fuller Technician		Total Direct Labor	
		Hourly Wage					
		\$130.61		\$66.49			
		Hours	Dollars	Hours	Dollars	Hours	Dollars
DRAWING SETUP/PLOTTING	785	0	\$0.00	1	\$66.49	1	\$66.49
LIGHTING CALCULATIONS	785	2	\$261.22	0	\$0.00	2	\$261.22
VOLTAGE DROP CALCULATIONS	785	2	\$261.22	0	\$0.00	2	\$261.22
LIGHTING PLANS	785	12	\$1,567.32	6	\$398.94	18	\$1,966.26
SPECIFICATIONS	785	4	\$522.44	0	\$0.00	4	\$522.44
DETAILS	785	4	\$522.44	2	\$132.98	6	\$655.42
QUANTITIES	785	2	\$261.22	0	\$0.00	2	\$261.22
COST ESTIMATE	785	1	\$130.61	0	\$0.00	1	\$130.61
COORDINATION (BRIDGE, CITY)	785	2	\$261.22	0	\$0.00	2	\$261.22
LIGHTING DESIGN TOTAL	785	29	\$3,787.69	9	\$598.41	38	\$4,386.10
TOTALS		29	\$3,787.69	9	\$598.41	38	\$4,386.10

POWRTEK ENGINEERING, INC.

ID 3834-00-02
Jefferson Street
Bridge over Fox River
Local Street
Racine County

DIRECT EXPENSES BY ITEM

ITEM	UNIT AMOUNT	UNIT TYPE	RATE	TOTAL EXPENSES
PRINTING	20	SHEET	\$0.100	\$2.00
PLOTTING	20	SHEET	\$1.000	\$20.00
TOTAL EXPENSES				\$22.00

Powrtek Engineering, Inc.

Specific Rate Contract Total Fee Computation

ID 3834-00-02
 Jefferson Street
 Bridge over Fox River
 Local Street
 Racine County

Project ID	ID 3834-00-02				Total for Contract
Number of Staff Hours	38				38
Labor-Related Costs	\$4,386.10				\$4,386.10
Direct Expenses	\$22.00				\$22.00
Subtotal	\$4,408.10	\$0.00	\$0.00	\$0.00	\$4,408.10
Subcontract 1					\$0.00
Subcontract 2					\$0.00
Subcontract 3					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$4,408.10	\$0.00	\$0.00	\$0.00	\$4,408.10

Fixed Fee calculated based on an overhead rate of: 150%

Company Wide Overhead Rate: 116%

Fixed Fee: 7.00%



COMMITTEE OF THE WHOLE

ITEM NUMBER: 8

DATE: March 1, 2016

SUBJECT: Resolution 4777(51) to consider approving a Sewer User Rate Study by Ehlers, Inc. in the amount of \$8500.

SUBMITTED BY: James T. Bergles

BACKGROUND/HISTORY:

In March 2013, the City of Burlington contracted with Donohue & Associates and Kapur & Associates to perform a Sewer User Charge System Update. The finished report was reviewed, found to be flawed, and was rejected. As the report was found to be flawed, Jon Cameron from Ehlers was hired to review the data. With his review, the City raised the sewer user rates in January 2015. This increase set the rates at \$26.60 for the quarterly service charge, in addition to \$2.51 per 100 cu. ft. of water consumed.

Recently, the City raised water rates 3% on January 27, 2016. Overall consumer use of water has gone down; however, our industrial water use has increased (higher revenue) and is expected to increase when AMS and Echo Lake move into full production between July and September 2016.

BUDGET/FISCAL IMPACT:

The current projected operating expense for the Wastewater Utility in 2016 is \$3,327,046 which equates to 5.6% increase from 2015. The 2016 budget has predicted a deficit of (\$1,246). The cash flow for the Wastewater Utility in 2014 was \$462,566. In 2015, the estimated actual was \$565,212 and the 2016 cash projection is \$414,364.

The 3-year projected increase for the top five expenses at the Wastewater Treatment Plant show a 7.4% increase in costs for 2017, a 1.8% increase in both 2018 and 2019. Our predicted year of loss looks to be in 2017, while 2018 and 2019 seem less volatile.

Currently, Ehlers is working for the City, so they have the majority of the needed information. Their cost to perform a new sewer user rate study is \$8,500. This was not budgeted for and will come out of Wastewater Utility funds.

RECOMMENDATION:

In reviewing the budget and the projected increase in operating cost, staff feels the sewer user rate study should be performed in 2016 by Ehlers. If it is determined that we will not be able to meet our predicted costs, the City will need to consider raising rates. The sewer user rate increase could then be implemented in January 2017 or sooner.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 15, 2016 Committee of the Whole meeting and scheduled for the April 6, 2016 Common Council meeting for final consideration.

ATTACHMENTS: Resolution / Agreement

**A RESOLUTION TO APPROVE A SEWER USER RATE STUDY BY EHLERS, INC. IN
THE AMOUNT OF \$8500**

WHEREAS, the City of Burlington wishes to contract with Jon Cameron of Ehlers to address the current and proposed sewer user charge system rates for the City of Burlington; and

WHEREAS, it is prudent for a community to regularly update these rates, reviewing the improvements and expansions that have occurred since the last rate adjustment and re-evaluate the current and future wastewater demands for the City; and,

WHEREAS, Ehlers will project or deny a sewer rate increase in our charge system depending on the future of our long range cash flows.

WHEREAS, the Staff recommends Ehlers perform the study early in 2016.

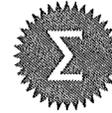
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the City accepts the contract with Jon Cameron of Ehlers to perform the sewer user charge system update study.

Introduced: March 15, 2016
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk



February 5, 2016

Sent Via Email

Mr. Jim Bergles
Director of Public Works
City of Burlington
300 N. Pine Street
Burlington, WI 53105

RE: Proposal to Conduct a Sewer User Rate Study

Dear Jim:

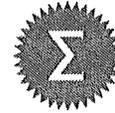
Ehlers is very pleased to submit this proposal to conduct a Sewer User Rate Study for the City of Burlington. The enclosed Scope of Services for this project contains all the necessary steps to adopting new sewer utility rates.

Since we are currently working on a Financial Management Plan for the City that includes the Sewer Utility, there is an economy of scale in conducting the sewer utility rate analysis. The long range cash flow and CIP analysis normally done under the Financial Management Plan will incorporate the results and projections of the sewer user rate study.

If this proposal is acceptable to the City please indicate your acceptance via Email. We are ready to begin work immediately upon authorization. Please call us with any questions on this proposal. We look forward to working with the City on this project!

Very Truly Yours,

Jonathan Cameron, CIPMA
Municipal Advisor



Sewer User Rate Study

Scope of Service

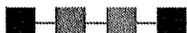
Client has retained Ehlers to undertake a user rate study for its sanitary sewer utility. Ehlers agrees to provide the following scope of services:

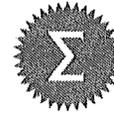
Phase I – Information Request and Review

- Request and review the following:
 - Current schedule of user rates.
 - A copy of the last completed user rate study, if applicable.
 - Annual audits for the past three years (we currently have this information).
 - Draft 2015 actual expenses and revenues for the sewer utility, if available.
 - The 2016 Sewer Utility budget (We have this information).
 - Current annual debt service schedules for existing utility debt (we currently have this information).
 - Any available capital improvement plan documents for the sewer utility.
 - Detailed sewer billing records for the past 3 years showing billed sewer consumption by customer class and number of customers by class and meter size.
 - Monthly bills for the past 3 years for sewer districts and other outside entities that the City provides wastewater treatment services to.
 - Agreements for sanitary sewer service with all outside entities.
 - Current number of un-metered customers within the utility, if any.
 - Billing records for all high strength industrial waste customers of the utility showing the amount of excess loadings by type by month or quarter for the past 3 years.
 - Most current depreciation schedule for all sewer utility assets, showing current year depreciation expense and accumulated depreciation for all sewer assets.

Phase II – Utility Rate Study

- Sewer Rate Study
 - Development of Revenue Requirements and Calculation of Sewer User Rates
 - Based on the available budget, debt and asset detail, develop the revenue requirements for the utility under the cash based or utility based method.
 - Allocate the revenue requirements for the test year to the appropriate utility functions (i.e. fixed customer cost, volume, BOD, TSS, P, TKN).
 - Calculate the user rates for all customer classes, as well as for all outside entities served by the City based on the revenue requirements allocated to each utility function divided by the appropriate billable units.





- Create a cash flow analysis for the test year to ensure that the calculated user rates will meet the cash flow needs of the utility.
- User Rate Comparison
 - Develop a comparison of existing and proposed user rates for example properties by customer class.
 - Develop a comparison of existing and proposed user rates to other communities.
- Report and Presentation
 - Prepare a report including all project tables and a brief executive summary describing the findings and recommendations.
 - Review the report with staff and make any appropriate changes.
 - Prepare a final report and submit via PDF or paper copy
 - Prepare and present the report and findings to the Council or other designated board.

Phase III – Long Range Cash Flow Analysis

- Under this phase, the long range cash flow analysis developed as part of the Financial Management Plan prepare by Ehlers will incorporate the results of the sewer user rate study therein.

Compensation

Ehlers fee for completion of the work defined within the Scope of Services will be as follows:

Service	Fee
<u>Sewer</u>	
Sewer Rate Study	\$8,500
Total	\$8,500

We will invoice the City monthly for services performed during that month up to the maximum project budget.

Hourly Charges

For any service directed by Client and not covered by this Scope of Services, Client will be charged on an hourly basis. Current hourly rates are:

Senior Municipal Advisor	\$225-255/hour
Municipal Advisor	\$200-230/hour
Financial Specialist II	\$190-215/hour
Financial Specialist I	\$175-195/hour
Senior Financial Analyst	\$200-230/hour
Financial Analyst	\$195-215/hour
Clerical Support	\$100/hour





DATE: March 15, 2016

SUBJECT: Resolution 4778(52) to approving a Professional Services Agreement between the City of Burlington and SAFEbuilt, Wisconsin, LLC for code enforcement services.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

At the October 27, 2016 Budget Workshop, the Common Council determined it was in the best interest of the community to hire a code enforcement specialist to help facilitate property maintenance items with both commercial and residential properties. SAFEbuilt Wisconsin, LLC provides a number of inspection related services, including code enforcement.

It is the desire of staff to build a code enforcement program that will work in tandem with city and state building codes, educate home and business owners, and implement a preventive maintenance plan for the future. SAFEbuilt would act as an independent contractor and be a secondary arm to the City's Building Inspector, Gregory Guidry.

SAFEbuilt has expressed their primary goal is to work with the municipality to revitalize the downtown and make sure buildings are safe to work and live in. The first step to creating a code enforcement program to review the City's code and recommend revisions as necessary. The second step is educating the public, homeowners and business owners of ordinances, provisions and restrictions relating to property maintenance. This educational process will include a survey of the downtown and residential neighborhoods and possibly educational walks pointing out possible violations and room for improvement. The third step will be the implementation of the code enforcement program with a proactive nature to create a downward trend in property maintenance violations.

BUDGET/FISCAL IMPACT:

SAFEbuilt consultants will charge an hourly rate of \$50 per hour and will be utilized with an on-call system. The Council approved an expenditure of \$20,000 out of the Equipment Replacement Fund within the 2016 budget for property maintenance and code enforcement.

RECOMMENDATION:

Staff recommends approving the agreement with SAFEbuilt Wisconsin, LLC. As a part of the contract, the City will annually review the benefits and can terminate this contract not less than thirty (30) days prior to the end of the then current term.

TIMING/IMPLEMENTATION:

This item will be introduced at the March 15, 2016 meeting and scheduled for consideration at the April 6, 2016 Common Council meeting.

ATTACHMENTS: Resolution / Agreement

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BURLINGTON AND SAFEbuilt WISCONSIN, LLC FOR
CODE ENFORCEMENT SERVICES**

WHEREAS, SAFEbuilt Wisconsin, LLC provides code enforcement services and related assistance for municipalities; and,

WHEREAS, SAFEbuilt Wisconsin, LLC will provide services using qualified professionals in accordance with the State of Wisconsin Code and the City of Burlington Municipal Code and will maintain current certifications, certificates, licenses as required by the State of Wisconsin, as described in the attached agreement (Exhibit "A"); and,

WHEREAS, the Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties with an initial term of twelve (12) months, and shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington shall enter into an agreement with the SAFEbuilt Wisconsin, LLC for a period of one year, for code enforcement services as stated in the attached agreement (Exhibit "A"),

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: March 15, 2016
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BURLINGTON, WISCONSIN
AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement ("Agreement"), is entered into by and between the City of Burlington, Wisconsin, ("Municipality") and SAFEbuilt Wisconsin, LLC, ("Consultant"). The Municipality and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A – List of Services and Fee Schedule, ("Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide "Services" to the Municipality using qualified professionals as directed by the Municipality. Consultant will perform services in accordance with State of Wisconsin adopted codes, Municipality adopted amendments and ordinances. The professionals employed by the Consultant will maintain current certifications, certificates, licenses as required by the State of Wisconsin as defined in SPS 305 of the Administrative Code. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination.

All structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation required reasonably by Consultant to perform Services.

9. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. The Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

11. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted, subject to Municipal approval, to subcontract portions of the services to be provided. Consultant remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of two million dollars (\$2,000,000) bodily injury each accident, two million dollars (\$2,000,000) bodily injury by disease – policy limit, and two million dollars (\$2,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

13. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

16. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

19. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

20. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Consultant:
Carina G. Walters, City Administrator City of Burlington 300 North Pine Street Burlington, WI 53105	Greg Toth, Executive Vice President Business Development SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538

21. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

22. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, state and local law. The venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

23. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

City of Burlington, Wisconsin

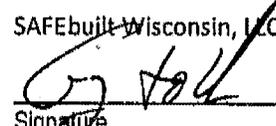
Signature _____

Name: Robert Miller

Title: Mayor

Date: ____/____/____

SAFEbuilt Wisconsin, LLC


Signature _____

Name: Greg Toth

Title: EVP Business Development

Date: 02/18/16

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Code Enforcement Services

Our code enforcement program is customizable, so our code officers will follow the direction of Council/Board and staff on how you would like the program to look. We believe that a consistent code enforcement program can help make each of the communities we partner with a better and safer place to live, work and play. We will:

- ✓ Proactively work with the Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations – typically within 48 hours
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Provide monthly written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide statistical, narrative information and detailed recap reports within agreed upon frequencies, typically monthly

City of Burlington Ordinance Review

- ✓ Evaluate validity of existing ordinances by ensuring referenced standards or state statutes for building codes, property maintenance codes and/or relevant fire codes adopted are current.
- ✓ Evaluate and propose ordinance changes as required to allow for code enforcement tools such as an increasing fee structure, citation, process for appeals, and applicable codes pertaining to enforceability
- ✓ Evaluate existing code and select zoning ordinances in terms of enforceability and relevance to targeted concerns.
- ✓ Propose model ordinances for commercial and residential structures in terms of construction projects
- ✓ Propose and map out ordinance path for potential rental housing inspection procedures
- ✓ Provide an overview and gap analysis from the standpoint of the constituent to be able to either appeal/comply with orders as well as inspector to gain access to and issue orders to correct conditions.

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

<u>Service Fees</u>	
Code Enforcement Services	\$55.00 per hour – one (1) hour minimum
City of Burlington Ordinance Review	\$300.00
Time tracked will not include travel time. Our time starts when we check in at the Municipal Building Department to receive inspections.	

3. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.



COMMITTEE OF THE WHOLE

ITEM NUMBER: 10

DATE: March 15, 2016

SUBJECT: Resolution 4779(53) to declare intent to exercise Special Assessment powers for reconstruction of sidewalks at various locations.

SUBMITTED BY: Dan Jensen, DPW Supervisor

BACKGROUND/HISTORY:

This resolution is the final step in the special assessment process for sidewalk reconstruction associated with the 2016 Sidewalk Reconstruction Project.

Consistent with past practices of the City, the proposed assessments may be paid in cash or in three annual installments with an interest rate of 3.25% payable to the Treasurer. The City Clerk will mail a copy of the resolution to each property owner, as well as publish an Installment Notice when the contract is set. A public hearing will be held in front of the Council on March 15, 2016.

The attached Resolution identifies the sidewalks that will be completed in 2016.

BUDGET/FISCAL IMPACT:

This work was planned and accounted for within the 2016 DPW Streets Budget. The total estimated cost for the project is approximately \$29,594.00, with one-half of that cost of \$14,797.00 being assessed to the property owners, and the City responsible for the remaining one-half.

RECOMMENDATION:

Staff recommends that the City Council approve this final intent to exercise Special Assessments for the reconstruction of certain sidewalks as listed in the Preliminary Resolution No. 4770(44).

TIMING/IMPLEMENTATION:

This item is for discussion at the March 15, 2016 Committee of the Whole meeting and scheduled for final consideration at the March 15, 2016 Common Council meeting.

ATTACHMENTS:

Resolution

A FINAL RESOLUTION EXERCISING ASSESSMENT POWER REGARDING THE 2016 SIDEWALK RECONSTRUCTION PROJECT, AT VARIOUS LOCATIONS.

WHEREAS, the Common Council of the City of Burlington, Racine County, Wisconsin, have had plans and specifications prepared for the reconstruction of certain sidewalks in the area described in the Report mentioned below and which is on file with the City Clerk, such area is located in the City of Burlington, as follows:

HOUSE NUMBER	STREET NAME
372, 380	Amanda St.
280, 300-02, 301-03, 424-26, 432	W. Chestnut St.
788	Chicory Rd.
432	Edward St.
341	Garfield St.
325, 333	Highridge Rd.
101-103, 301, 309-11	North Kane St.
300, 364, 417	South Kane St.
148	Kendall St.
273	Lewis St.
553	Orchard St.
356	Origen St.
240-242, 248-250, 256, 264, 272	S. Perkins Blvd.
624	Viewcrest Terrace
548	Walnut St.

WHEREAS, the Common Council intends to award a contract for such sidewalk reconstruction project to the lowest responsible bidder for such project; and

WHEREAS, the Common Council intends to pay for the cost of such reconstruction project by levying special assessments, in an exercise of its police power, pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes, and the Common Council expressly declared this in a Preliminary Resolution No. 4770(44) adopted February 17, 2016, all as required by such Statute; and

WHEREAS, as further required by Section 66.0703 of the Wisconsin Statutes, a Report has been prepared and duly filed with the City Clerk regarding such project and proposed special assessments, written notice of the same having been properly and timely mailed to all interested parties, as required by law; and

WHEREAS, as further required by Section 66.0703 of the Wisconsin Statutes, a public hearing was held on March 15, 2016, regarding the said project, the Report and proposed special assessments, at which hearing persons appeared and voiced their questions and objections to the same;

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Report on file with the City Clerk regarding said 2016 Sidewalk Reconstruction project, including the plans and specifications therefore, is hereby amended to be in conformity with any final amendments made to the same by the Common Council of the City of Burlington (if any), and as so modified, such Report is hereby adopted and finally approved; and
2. That said sidewalk reconstruction project shall be implemented and conducted in accordance with the said Report and related plans and specifications; and
3. The cost of such sidewalk reconstruction project shall be paid by the levying of special assessments, in an exercise of the police power of the City of Burlington Common Council, pursuant to Section 66.0703 of the Wisconsin Statutes, and that such special assessments be levied in the amounts and in the manner specified in the said Report referred to above (payment for said improvements is to be made by assessing 50% of the total cost to the property benefitted), such special assessments being determined on a reasonable basis and all of the assessed properties being benefitted by the said project; and,
4. That the assessments may be paid in cash or in three installments to the Treasurer, installment payments to bear an interest rate of three point two five percent (3.25%) per annum on the unpaid balance from the date of the publication of the Installment Notice; and,
5. That the City Clerk is directed to publish this Final Resolution as a Class I notice in the official paper; and the City Clerk is further directed to mail a copy of this Final Resolution to all interested parties whose post office address is known or can be ascertained with reasonable diligence. Additionally, to the extent provided for by law, the City Clerk is further directed to publish an Installment Notice regarding the said special assessments.

Introduced: March 15, 2016
Adopted: March 15, 2016

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk



CITY OF BURLINGTON

Department of Public Works

Street, Parks and Water Departments
2200 S. Pine Street, Burlington, WI 53105
(262) 539-3770 (262) 539-3773 Fax
www.burlington-wi.gov

February 18, 2016

To: Property Owners adjacent to City of Burlington Sidewalk Reconstruction Program

The Common Council of the City of Burlington adopted preliminary Resolution No. 4770(44), declaring their intent to exercise special assessment powers for sidewalk reconstruction, at their meeting on February 17, 2016. The City plans to reconstruct existing sidewalk at various locations in the City.

Enclosed you will find a copy of the public hearing notice and the engineering report, which includes a detailed cost **ESTIMATE** of what your anticipated assessment will be, (actual assessments would be based upon executed contract prices). The Board of Public Works plans to bid this sidewalk work on March 10, 2016.

If you would like to give your input regarding this project, the public hearing is Tuesday, March 15, 2016 at 6:30 p.m. in the City Council Chambers, located in the Police Dept. building, at 224 E. Jefferson St.

If you have any questions, regarding the project, or your cost estimate, please contact Dan Jensen, Supervisor for the Department of Public Works, at the above telephone number.

Sincerely,

Judy Gerulat
Engineering Technician

cc: Mayor and Council

Carina Walters, City Administrator
Diahnn Halbach, City Clerk
Steve DeQuaker, City Treasurer
Jim Bergles, Director of Public Works
Dan Jensen, DPW Supervisor

CITY OF BURLINGTON ENGINEERING REPORT
SIDEWALK RECONSTRUCTION PROGRAM 2016
COST ESTIMATE

4" - \$7.00/s.f. regular sidewalk
6" - \$8.25/s.f. sidewalk thru driveway

Inv. No.	Property	Address	Parcel No.	Owner	Mailing Address	LENGTH OF 4" WALK	LENGTH OF 6" WALK	WIDTH OF SIDEWALK	TOTAL SQ. FT. OF 4"	TOTAL SQ. FT. OF 6"	TOTAL COST ESTIMATE	OWNER COST 50%
372	Amanda St.	Amanda St.	0319232381280	John R. Merten, III	372 Amanda St.	8.80	0.00	4.50	39.60	0.00	\$277.20	\$138.60
380	Amanda St.	Amanda St.	0319232381290	Susan Hansen	380 Amanda St.	21.30	4.70	4.50	122.85	21.15	\$1,034.44	\$517.22
280	W. Chestnut St.	Chestnut St.	0319232380180	Norman Gould, Jr.	280 W. Chestnut St.	33.60	0.00	5.00	168.00	0.00	\$1,176.00	\$588.00
300 -302	W. Chestnut St.	Chestnut St.	0319232380230	Cassi Hoffman	300 W. Chestnut St.	19.40	0.00	4.50	87.30	0.00	\$611.10	\$305.55
301 -303	W. Chestnut St.	Chestnut St.	0319232381470	James & Julie Hegemann	N4931 North Rd.	42.30	10.60	varies	208.00	53.00	\$1,893.25	\$946.63
424 -426	W. Chestnut St.	Chestnut St.	0319290440000	Norma Peck Trust	2506 Crest Dr.	5.00	0.00	4.50	22.50	0.00	\$157.50	\$78.75
432	W. Chestnut St.	Chestnut St.	0319290450000	Raymond & Mary Johnson	432 W. Chestnut St.	14.90	0.00	4.50	67.05	0.00	\$469.35	\$234.68
788	Chicoory Rd.	Chicoory Rd.	0319832103000	Michael R. Prall	788 Chicoory Rd.	35.00	5.00	5.00	175.00	25.00	\$1,431.25	\$715.63
432	Edward St.	Edward St.	0319232605770	Thayer Hillis & Dawn Haggerty	432 Edward St.	20.70	0.00	4.50	93.15	0.00	\$652.05	\$326.03
341	Garfield St.	Garfield St.	03192500290	Christopher Reeves	341 Garfield St.	74.70	11.00	4.50	336.15	49.50	\$2,761.43	\$1,380.71
325	Hgtridge Rd.	Hgtridge Rd.	0319310723500	Gettrude Leith	325 Hgtridge Rd.	14.90	0.00	5.00	74.50	0.00	\$521.50	\$260.75
333	Hgtridge Rd.	Hgtridge Rd.	0319310723560	Kenneth & Ann James Liv. Tr.	5014 Sherwood Ct.	40.30	0.00	5.00	201.50	0.00	\$1,410.50	\$705.25
101 -103	N. Kane St.	Kane St.	0319232082000	Helene Shepherd	101 N. Kane St.	100.40	0.00	4.50	451.80	0.00	\$3,162.60	\$1,581.30
301	N. Kane St.	Kane St.	0319232470350	Susan L. Gutschow	301 N. Kane St.	21.20	0.00	5.00	106.00	0.00	\$742.00	\$371.00
309 -311	N. Kane St.	Kane St.	0319232470360	Lori A. Gundersen	30824 Royal Hill Rd.	14.50	5.00	5.00	72.50	25.00	\$713.75	\$356.88
300	S. Kane St.	Kane St.	0319232520620	Kelly & Jonathan Kamlager	300 S. Kane St.	38.90	0.00	4.00	155.60	0.00	\$1,089.20	\$544.60
364	S. Kane St.	Kane St.	0319232520700	Seth & Candice Oldenburg	364 S. Kane St.	34.60	0.00	4.00	138.40	0.00	\$968.80	\$484.40
417	S. Kane St.	Kane St.	0319232440150	South Wis. Dist. Missouri Synod Church	417 S. Kane St.	23.80	0.00	4.50	107.10	0.00	\$749.70	\$374.85
148	Kendall St.	Kendall St.	0319232500600	Augsline Schmitz Lee Liv. Tr.	148 Kendall St.	11.60	0.00	4.50	52.20	0.00	\$365.40	\$182.70
273	Lewis St.	Lewis St.	0319232811200	James & Barbara Schaal	2650 Washington Ave.	54.70	5.00	4.50	246.15	22.50	\$1,908.68	\$954.34
553	Orchard St.	Orchard St.	0319312200200	Weis Family Trust	553 Orchard St.	15.10	0.00	4.50	67.95	0.00	\$475.65	\$237.83
356	Origen St.	Origen St.	0319232811440	Mary Spiegelhoff & Marilyn Faber	356 Origen St.	34.90	0.00	4.50	157.05	0.00	\$1,099.35	\$549.68
240 -242	S. Perkins Blvd.	Perkins Blvd.	0319232201600	Wilhelmus Jansen	240 S. Perkins Blvd.	5.00	0.00	5.00	25.00	0.00	\$175.00	\$87.50
248 -250	S. Perkins Blvd.	Perkins Blvd.	0319232201700	Eugene Lois, Karen Lois Michelle Anderson, c/o Anthony & Marlene Menheer	248 S. Perkins Blvd.	49.80	0.00	5.00	249.00	0.00	\$1,743.00	\$871.50
256	S. Perkins Blvd.	Perkins Blvd.	0319232201800	Marlene Menheer	233 Lewis St.	10.00	0.00	5.00	50.00	0.00	\$350.00	\$175.00
264	S. Perkins Blvd.	Perkins Blvd.	0319232201900	Brad & Jean Other Rev. Tr.	264 S. Perkins Blvd.	20.10	0.00	5.00	100.50	0.00	\$703.50	\$351.75
272	S. Perkins Blvd.	Perkins side	0319232202000	Craig & Jacquelyn Grishbach	272 S. Perkins Blvd.	45.30	0.00	5.00	226.50	0.00	\$1,582.50	\$791.25
624	Viewcrest Ter.	Viewcrest Ter.	0319232401500	Tyson & Joanne Munch	624 Viewcrest Ter.	20.40	0.00	4.60	93.84	0.00	\$656.88	\$328.44
548	Walnut St.	Walnut St. side	0319232013300	Amy & Hyman Hart	548 Walnut St.	22.50	0.00	4.50	101.25	0.00	\$708.75	\$354.38
						859.70	41.30		3,996.44	196.15	\$29,593.33	\$14,796.67





DATE: March 15, 2016

SUBJECT: Resolution 4780(54) approving the award of the 2016 Burlington Sidewalk Program to Property Services Maintenance, Inc., for \$29,028.35.

SUBMITTED BY: Dan Jensen, DPW Supervisor

PURPOSE:

The purpose of this resolution is to award the contract, to the lowest responsible bidder, for the 2016 Sidewalk Program, so that the actual construction work may begin, after proper contract documents are executed.

BACKGROUND/HISTORY:

The Board of Public Works opened 7 bids for the 2016 Burlington Sidewalk Program, on March 10, 2016. Based upon the recommendation by the City Engineer, staff recommends that the bid be awarded to the lowest, most responsive bidder, Property Services Maintenance, Inc., for the total cost of \$29,028.35.

BUDGET/FISCAL IMPACT:

This work was planned and accounted for within the 2016 DPW Streets Budget, and falls within the budget amount of \$30,000.

RECOMMENDATION:

Staff recommends that the bid be awarded to the lowest, most responsive bidder, Property Services Maintenance, Inc., for the total cost of \$29,028.35.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 15, 2016 Committee of the Whole meeting and since the Public Hearing for the sidewalk assessments is scheduled for March 15, 2016 as well, it is scheduled for final consideration at the March 15, 2016 Common Council meeting.

ATTACHMENTS:

Resolution, Engineer's Recommendation, and Bid Tabulation.

**A RESOLUTION APPROVING THE AWARD OF THE CONTRACT FOR THE 2016 BURLINGTON
SIDEWALK PROGRAM TO PROPERTY SERVICES MAINTENANCE, INCORPORATED FOR THE
TOTAL BID OF \$29,028.35.**

WHEREAS, the City of Burlington did post a Class 2 Notice to Bidders for the 2016 Burlington Sidewalk Program on February 25 and March 3, 2016 and,

WHEREAS, bids received by the City were opened and reviewed at the Board of Public Works bid opening on March 10, 2016 and forwarded to the City Engineer and staff for final review; and,

WHEREAS, the City Engineer, and the Director of Public Works have reviewed the bids and based on the engineer's recommendation, we recommend acceptance of the lowest, most responsive bid from Property Services Maintenance, Inc., a copy of which is attached hereto, and made a part thereof; and,

WHEREAS, the City Engineer, and the Director of Public Works have recommended approval of the Total Bid of: \$29,028.35.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the 2016 Burlington Sidewalk Program be awarded to Property Services Maintenance, Inc. for the not-to-exceed amount of \$29,028.35 for the Total Bid.

Introduced: March 15, 2016
Adopted: March 15, 2016

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

MEMORANDUM TO THE CITY OF BURLINGTON

To: Jim Bergles
From: Greg Governatori
CC: Dan Jensen, Judy Gerulat, Carina Walters
Date: March 11, 2016
Re: Bid Approval and Recommendation for 2016 Burlington Sidewalk Program

A total of seven bids were received on Thursday, March 10, 2016 for the **2016 Burlington Sidewalk Program**. The bids were reviewed and the final bid tab results are as follows:

Item	Engineer's Estimate	<u>Bidder No. 1</u> Property Services Maintenance, Inc. (Madison, WI)	<u>Bidder No. 2</u> Straight Edge Concrete (Elkhorn, WI)	<u>Bidder No. 3</u> RAZA of Racine (Racine, WI)	<u>Bidder No. 4</u> DC Burbach (Waukesha, WI)
Total Base Bid:	\$30,000	**\$29,028.35	**\$29,810.80	\$35,135.57	37,471.05

Item	Engineer's Estimate	<u>Bidder No. 5</u> Marvin Gleason Contractors (Franksville, WI)	<u>Bidder No. 6</u> All-Ways Contractors, Inc. (Brookfield, WI)	<u>Bidder No. 7</u> AW Oakes, Inc (Racine, WI)	
Total Base Bid:	\$30,000	\$37,485.60	\$42,876.65	\$53,332.00	

** Denotes adjusted bid total due to math error.

Based on the review of the bids, the review of the bidder's qualification statement, and discussion with John Bjelajac City Attorney and the DPW staff, it is my recommendation to award the **2016 Burlington Sidewalk Project** base bid contract to **Property Services Maintenance, Inc.** for the total cost of \$29,028.35. A bid bond of 5% of the contract price, and qualification statement were submitted and complete. The project General Bid Tab is attached for your review.



KAPUR & ASSOCIATES, INC.
 2016 Sidewalk Program, GENERAL BID TAB
 City of Burlington, Racine County, Wisconsin
 Bid Opening: March 10, 2016, 8:00am

BASE BID:

Item No.		Item Description	Unit	Bid Qty.	KAZAW/Keane (Sum Azman)		All Ways Contractors, Inc.		Marvin Gibson Contractor, Inc.		AW Oakes		Highway Construction		APPARENT LOW BIDDER	
					Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	PSM	DC Bimboch, Inc.
204.0155	486	Removing Concrete Sidewalk	SY	486	\$ 15.75	\$ 7,339.50	\$ 25.50	\$ 12,345.00	\$ 14.50	\$ 6,757.00	\$ 15.00	\$ 6,990.00	\$ 8.75	\$ 3,145.50		
205.01	51	Excavation Common	CY	51	\$ 39.00	\$ 1,479.00	\$ 20.00	\$ 1,020.00	\$ 35.00	\$ 1,785.00	\$ 20.00	\$ 1,020.00	\$ 9.00	\$ 459.00		
305.012	102	Base Aggregate Dense 1 1/4 INCH	TON	102	\$ 20.00	\$ 2,040.00	\$ 20.00	\$ 2,040.00	\$ 15.75	\$ 1,606.50	\$ 20.00	\$ 2,040.00	\$ 9.50	\$ 969.00		
602.0405	3897	Concrete Sidewalk 4-Inch	SF	3897	\$ 4.99	\$ 19,445.03	\$ 4.25	\$ 16,987.25	\$ 5.50	\$ 21,983.50	\$ 8.00	\$ 31,976.00	\$ 4.90	\$ 19,385.45		
602.0415	198	Concrete Sidewalk 8-Inch	SF	198	\$ 5.49	\$ 1,076.04	\$ 4.65	\$ 911.40	\$ 6.10	\$ 1,195.50	\$ 9.00	\$ 1,764.00	\$ 4.90	\$ 1,009.40		
SPV.0105.01	1	Restore Disturbed Areas - Includes Topsoil (625.0100), Mulching (627.0200), Fertilizer Type A (628.0205), Seeding Mix No. 40 (630.0140).	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,695.00	\$ 3,695.00	\$ 3,150.00	\$ 3,150.00	\$ 8,800.00	\$ 8,800.00	\$ 2,400.00	\$ 2,400.00		
SPV.0180.01	14	Asphalt Patch, Driveway (Unraimburse)	SY	14	\$ 54.00	\$ 756.00	\$ 120.00	\$ 1,680.00	\$ 72.00	\$ 1,008.00	\$ 53.00	\$ 742.00	\$ 38.00	\$ 532.00		
TOTAL BASE BID						\$ 35,135.57		\$ 42,876.65		\$ 37,485.60		\$ 53,332.00		\$ 29,928.35		\$ 37,471.05



DATE: March 15, 2016

SUBJECT: Motion 16-829 to enter into a contract for planning and design services with Burlington Community Pool project.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In December 2015 the City released a Request for Proposal (RFP) inviting qualified consulting firms to design municipal pools to submit a proposal to provide engineering services for the design of a new pool. The RFP was issued to ensure the City will receive the highest level of engineering services possible, at a cost which is in line with industry standards.

The proposed RFP divided consulting tasks into six phases in which the Common Council has the authority to cancel at any the end of any phase– 1) Site Assessment, 2) Preliminary Design, 3) Pool Management Plan, 4) Referendum Educational Assistance, 5) Design and Bid, and 6) Construction Management. The goal would be for the design consultants to create a preliminary design and cost estimates that would be presented for public consideration in referendum form at a future election date.

A total of 4 proposals were received by the City. These proposals were reviewed by staff, and three firms were selected to give presentations to a panel comprised of city staff members, Aldermen, and Community Pool Board members. Upon completion of the interviews, one of the consulting firms received an equal number of votes, Ayres Associates working with the comprehensive team including Iconica, Carrico and Scherrer Construction).

BUDGET/FISCAL IMPACT:

Based on their proposal Ayres services will include:

<u>Phase 1</u> Site Assessment	<u>Phase 2</u> Preliminary Design	<u>Phase 3</u> Pool Management plan	<u>Phase 4</u> Referendum Assistance	<u>Phase 5</u> Construction Documents for Design & Bid	<u>Phase 6</u> Construction Management
\$6,016	\$40,468	\$12,992	\$10,224	\$81,104	3.25% of Contract
Phase 1 – 3 Total Cost \$59,476			Phase 4-5 Total \$91,328		Same as Above

RECOMMENDATION:

The interviewing committee and staff recommends the Common Council approve the City Administrator and Mayor begin contract negotiations with Ayres Associates.

TIMING/IMPLEMENTATION:

This item will be for discussion at the March 15, 2016 Committee of the Whole meeting and scheduled for final consideration at its April 6, 2016 Common Council meeting.

ATTACHMENTS:

RFP Financial Summary



CITY OF BURLINGTON

Department of Public Works
 Street, Parks, Water & Wastewater Divisions
 2200 S. Pine St., Burlington, WI 53105
 262.539.3770 – 262.539.3773

2016 Community Pool RFP Summary

<u>Consultant Name</u>	<u>Minimum RFP Requirements</u>	<u>Proper Projects cited</u>	<u>Costs Phase 1</u>	<u>Cost Phase 2</u>	<u>Cost Phase 3</u>	<u>Cost Phase 4</u>	<u>Cost Phase 5</u>	<u>Cost Phase 6</u>	<u>Cost Phase 1-3</u>	<u>Cost Phase 4-6</u>	<u>Total Cost</u>
<u>d. thomas kincaid & assoc</u>	No Score 31	no	not given	not given	not given	not given	not given	not given	not given	not given	? 40% design cost
<u>Ramaker & Assoc.</u>	No Score 62	yes	\$10,000	\$35,000	\$15,000	\$5,000	\$12,5000	\$35,000	\$60,000	\$165,000	\$220,005 Reimbursement mentioned
<u>MSA /WTI</u>	Yes SCORE 87	yes	\$13,650	\$59,850	Included in 1-2	\$11,500	\$183,750	\$81,850	\$78,750 \$12,600 allowance	\$277,000	\$355,900
<u>AYRES</u>	Yes Score 85	yes	\$6,016	\$40,468	\$12,992	\$10,224	\$81,104	3.25% Contract	\$59,476	Phase 4-5 \$91,328	\$150,804 \$,6000 reimbursement

The score rating was based on a 1-10 score for each RFP requirement. A top score would have been 110. I called references for 3 of the candidates. The references each gave good reports but also mentioned to stay away from splash pads because of bacteria. Link all pools so only one mechanical room is needed. All candidates looked for ways to save money and all were within budget. The largest contract held was by Ramaker. It is in Texas and will be reaching an \$80 million price tag. d thomas kincaid didn't really quote a pool but suggested a great way to cover it so we could use it year around. His idea is worth reading.