

**FEDERALLY FUNDED CONTRACT FOR LOCAL ENGINEERING SERVICES**  
BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)  
AND THE CITY OF WAUKESHA DEPARTMENT OF PUBLIC WORKS (MUNICIPALITY)

This is a CONTRACT for Engineering Services between the DEPARTMENT and MUNICIPALITY for Services described in detail herein and is for the purpose of:

RECONSTRUCTION OF W ST PAUL AVENUE FROM MOUNTAIN AVENUE TO MADISON ST,  
CITY OF WAUKESHA PROJECT ID 2718-04-01/21/71

The MUNICIPALITY services will be completed by December 31, 2022. Compensation for all services provided by the MUNICIPALITY under the terms of this contract shall not exceed \$351,159.24.

The DEPARTMENT deems it advisable to engage the MUNICIPALITY to provide certain Services and has authority to contract for these Services under sec. 84.01(13) Wis. Stats. The MUNICIPALITY represents it is in compliance with the laws and regulations relating to the services and signifies its willingness to provide the Services.

The MUNICIPALITY Representative is Craig Ausen, P.E., City of Waukesha DPW Senior Civil Engineer; 130 Delafield Street, Waukesha, WI 53188-3616; [causen@waukesha-wi.gov](mailto:causen@waukesha-wi.gov); 262-524-3589

The DEPARTMENT Representative is Kathleen M. Kramer, P.E., SE Local Program Design Project Manager; 141 N.W. Barstow Street, P.O. Box 798, Waukesha, WI 53188-3789; [kathleen1.kramer@dot.wi.gov](mailto:kathleen1.kramer@dot.wi.gov); 262-548-8772

The parties agree to all of the provisions that are annexed and made a part of this CONTRACT consisting of 27 pages. This CONTRACT shall be effective when signed by both parties.

This CONTRACT also incorporates the State of Wisconsin Department of Transportation Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the CONTRACT clearly indicates an entirely different understanding of the parties.

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

The following individuals, by their signatures hereto, acknowledge that they are authorized to enter into this CONTRACT on behalf of the Department and the Municipality.

For the MUNICIPALITY

For the DEPARTMENT

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

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

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

Contract Manager, WisDOT

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

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

APPROVED

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

GOVERNOR, State of Wisconsin

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

LOCAL GOVERNMENT ENGINEERING CONTRACT  
STANDARD PROVISIONS

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## I. DEFINITIONS

- A. "DEPARTMENT" means the Wisconsin Department of Transportation.
- B. "FHWA" means the Federal Highway Administration.
- C. "MUNICIPALITY" means city, village, town, or county engaged by the DEPARTMENT to provide Services.
- D. "DEPARTMENT Representative" means the qualified public employee of the DEPARTMENT in immediate charge of this CONTRACT.
- E. "CONTRACT" means this CONTRACT.
- F. "PROJECT" means a specific section of highway proposed for improvement.
- G. "Services" means the engineering, labor, materials, equipment, and incidentals furnished by MUNICIPALITY in accordance with this CONTRACT.
- H. "MANUAL" means the DEPARTMENT'S Facilities Development Manual and other manuals referenced therein.

## II. SCOPE OF SERVICES

### A. GENERAL

- 1. The Services under this CONTRACT shall consist of performing to the satisfaction of the DEPARTMENT all those phases or portions of the Services necessary or incidental to accomplish the CONTRACT consistent with applicable professional standards and requirements contained in the MANUAL.
- 2. The MUNICIPALITY shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the DEPARTMENT.
- 3. The Services shall comply with all applicable state and federal laws and regulations.
- 4. The FHWA may participate in all conferences and reviews.
- 5. The MUNICIPALITY shall, from time to time during the progress of the Services, confer with the DEPARTMENT and shall prepare and present such information, studies, or other data as may be pertinent and necessary or as may be requested by the DEPARTMENT to enable it to evaluate the services

performed, or to carry out or proceed with related phases of the PROJECT under this CONTRACT, or which may be necessary to enable the DEPARTMENT to furnish information to the MUNICIPALITY upon which to proceed with further Services. The MUNICIPALITY shall make such changes, amendments, or revisions in the detail of the Services as required.

6. This CONTRACT serves as a permit under sec. 86.07 (2), Wis. Stats., for the MUNICIPALITY and any of its approved subcontractors to carry out the Services hereunder on highway property under the jurisdiction of the DEPARTMENT, unless a separate permit is specifically required by the DEPARTMENT Representative. MUNICIPALITY and any of its subcontractors are authorized representatives of the DEPARTMENT for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this CONTRACT.

#### B. SERVICES TO BE PERFORMED BY THE MUNICIPALITY

The MUNICIPALITY agrees to:

1. Attend conferences required to carry out the CONTRACT.
2. Designate a MUNICIPALITY Representative, with the duty and responsibility to act as liaison between the MUNICIPALITY and the DEPARTMENT Representative.
3. Become familiar with the standard practices of the DEPARTMENT.
4. Assign a sufficient number of technically qualified and experienced personnel to perform the Services required under this CONTRACT.
5. Notify the DEPARTMENT immediately of any unanticipated PROJECT conditions.
6. Perform MUNICIPALITY field operations in accordance with OSHA regulations and accepted safety practices.
7. Provide for MUNICIPALITY personnel, transportation, supplies, materials and incidentals as are needed to accomplish the Services required under this CONTRACT.
8. Prepare and submit such periodic, intermediate and final reports and records as may be required by the DEPARTMENT and as are applicable to the PROJECTS for which work or Services are being performed.

9. Return, upon completion or termination of the CONTRACT all manuals, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the DEPARTMENT. The MUNICIPALITY may be responsible for replacing lost documents or materials at a fair and reasonable price.

#### C. SERVICES TO BE PROVIDED BY THE DEPARTMENT

The DEPARTMENT agrees to make available to the MUNICIPALITY manuals, guides, written instructions and other information and data necessary to enable the MUNICIPALITY to perform the Services required under this CONTRACT.

#### D. AGENCY COORDINATION, PUBLIC RELATIONS, AND COOPERATION

Efforts shall be made by the MUNICIPALITY to inform and advise property owners, local authorities, police, fire, and emergency agencies affected by PROJECT activities covered by this CONTRACT. The MUNICIPALITY shall cooperate fully with the DEPARTMENT; and with local, state, and federal agencies, the general public, utilities, railroad companies, other consultants, and contractors. Cooperation may include attendance at conferences.

#### E. MEETINGS AND CONFERENCES

Conferences, as may be necessary for the discussion and review of the Services under this CONTRACT may be scheduled at the request of the MUNICIPALITY or the DEPARTMENT and coordinated with the DEPARTMENT. These conferences may include field review of PROJECTS. Conferences are in addition to those meetings necessary for close coordination during day-to-day progress of provision of the Services.

### III. PROSECUTION AND PROGRESS

#### A. GENERAL

1. Services under this CONTRACT shall commence upon written order from the DEPARTMENT to the MUNICIPALITY which will constitute authorization to proceed.
2. The DEPARTMENT will not be liable for payment of any Services performed or costs incurred by the MUNICIPALITY without a written order.
3. The CONTRACT will be considered completed when the MUNICIPALITY is released by written notice from the DEPARTMENT or if more than three

(3) years have elapsed following final payment and acceptance of the Services by the DEPARTMENT.

#### B. TERMINATION OF CONTRACT

Either the DEPARTMENT or the MUNICIPALITY may terminate all or part of this CONTRACT at any time upon not less than ten days' written notice.

#### C. SUBCONTRACTS

1. The MUNICIPALITY shall not sublet more than 25% of the total aggregate amount of the CONTRACT (with amendments) without prior written approval of the DEPARTMENT.
2. Selection of subconsultants must be in accordance with Procedure 8-5-20 of the Facilities Development Manual.
3. Consultant contracts other than those permitted under III. C. 1. above should be executed by the DEPARTMENT as 3-party contracts.
4. Consent to assign, sublet or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the MUNICIPALITY of any responsibility for the fulfillment of the Services.
5. When the MUNICIPALITY subcontracts for the performance of a portion or any phase of the Services under this CONTRACT, the subcontract shall provide for the performance of such Services to the full extent as contemplated in this CONTRACT and to the same standards as if performed by the MUNICIPALITY.
6. No subletting, subcontracting or assignment of any portion of the Services shall state, imply, intend or be construed to limit the legal liability of either the MUNICIPALITY or a Subcontractor.

#### IV. BASIS OF PAYMENT

1. An obligation of the DEPARTMENT under this CONTRACT will not exist until approved and signed by the MUNICIPALITY and the DEPARTMENT. Compensation in excess of the total CONTRACT amount will not be allowed unless authorized by an approved written CONTRACT amendment.
2. Reimbursement for costs shall be limited to those which are allowable under 48 CFR 1-31 and by DEPARTMENT policy.

3. The MUNICIPALITY will be reimbursed by the DEPARTMENT for the completed and approved Services rendered under this CONTRACT on the basis and at the price set forth in the cover sheet of this CONTRACT. Such payment shall be full compensation for Services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the Services.
4. The MUNICIPALITY shall submit invoices not more often than once per month during the progress of the Services for payment for the authorized Services completed to date.
5. No payment shall be construed as DEPARTMENT acceptance of unsatisfactory or defective Services or improper materials. Final payment of any balance due the MUNICIPALITY will be made promptly upon verification by the DEPARTMENT, of completion of the Services under the CONTRACT, acceptance by the DEPARTMENT, and upon receipt of documents required to be returned or to be furnished.
6. The MUNICIPALITY and any Subcontractors to the MUNICIPALITY shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the DEPARTMENT and FHWA during normal business hours in their respective offices for a period of three years following the final CONTRACT payment.

## V. MISCELLANEOUS PROVISIONS

### A. PROFESSIONAL STANDARDS

Completion of the Services shall be accomplished in accordance with the current standards and criteria as contained in the MANUAL and shall be consistent with generally accepted professional practice.

### B. ACCESS TO DOCUMENTS AND RECORDS

The MUNICIPALITY, as well as its subcontractors, if any, agree to maintain all books, documents, papers, accounting records and other evidence pertaining to this CONTRACT and to make such materials and all project documents available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT, for inspection and use by the DEPARTMENT in compliance with 49 CFR 18.42.

### C. LEGAL RELATIONS



1. The MUNICIPALITY shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the Services or MUNICIPALITY'S conduct.
2. In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the DEPARTMENT or FHWA thereby, there shall be no personal liability upon the authorized representatives of the DEPARTMENT and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
3. The MUNICIPALITY shall be responsible for any and all damages to property or persons arising out of a negligent act, error and/or omission in the MUNICIPALITY'S performance of the Services under this CONTRACT.
4. The MUNICIPALITY shall indemnify and save harmless the DEPARTMENT and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence of the MUNICIPALITY in connection with performance and completion of the Services covered by this CONTRACT.

#### D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of Services under this CONTRACT, the MUNICIPALITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01 (5), Wis. Stats., sexual orientation as defined in sec. 111.32 (13m), Wis. Stats., or national origin. This provision 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 selecting for training including apprenticeship. Except with respect to sexual orientation, the MUNICIPALITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPALITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of the nondiscrimination clause.

#### E. EQUAL EMPLOYMENT OPPORTUNITY (ALL CONTRACTS EXCEEDING \$10,000)

During the performance of this CONTRACT, the MUNICIPALITY agrees as follows:

1. The MUNICIPALITY shall, in all solicitations or advertisements for employees placed by or on behalf of the MUNICIPALITY, state that all

qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or sexual orientation.

2. The MUNICIPALITY shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. The MUNICIPALITY shall furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the DEPARTMENT, FHWA, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
4. The MUNICIPALITY shall include the provisions of this Section entitled "Equal Employment Opportunity" in every subcontract in excess of \$10,000.

**F. IMPLEMENTATION OF CLEAN AIR ACT AND CLEAN WATER ACT  
(ALL CONTRACTS EXCEEDING \$100,000)**

1. The MUNICIPALITY stipulates that any facility to be utilized in the performance of this CONTRACT, unless such CONTRACT is exempt under the Clean Air Act, as amended (42 U.S.C. 7401 et seq., as amended including Pub. L. 101-549), and under the Clean Water Act, as amended (33 U.S.C. 1251 et seq., as amended, including Pub. L. 100-4), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15), is not listed, on the date of CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
2. The MUNICIPALITY agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the MUNICIPALITY and Services, under this CONTRACT.
3. The MUNICIPALITY shall promptly notify the DEPARTMENT and the U.S. EPA Assistant Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this CONTRACT is under consideration to be listed on the EPA List of Violating Facilities.
4. The MUNICIPALITY agrees to include or cause to be included the requirements of the preceding three paragraphs (1), (2), (3), in every nonexempt subcontract.

#### G. ERRORS AND OMISSIONS

1. The MUNICIPALITY shall be responsible for the accuracy of the Services performed by the MUNICIPALITY under the CONTRACT, and shall promptly make necessary revisions or corrections to its Services resulting from its negligent acts, its errors or its omissions.
2. The MUNICIPALITY shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.

#### H. CONFLICT OF INTEREST

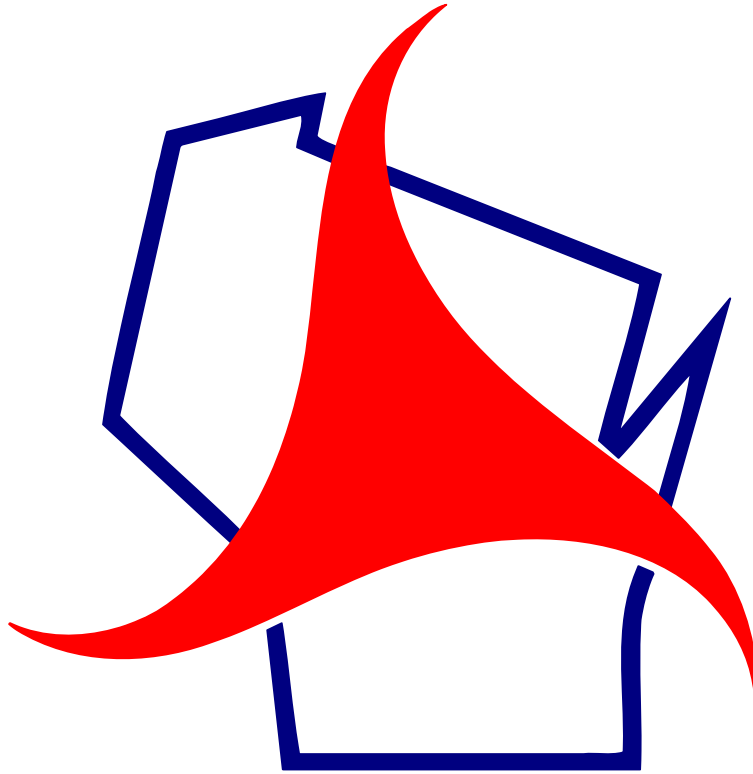
The MUNICIPALITY shall not employ any person currently employed by the DEPARTMENT for any services included under the provisions of this CONTRACT.

#### I. CERTIFICATION REGARDING LOBBYING

The MUNICIPALITY certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the MUNICIPALITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this CONTRACT, the MUNICIPALITY shall complete and submit **standard form-LOLL, "Disclosure Form to Report Lobbying"** in accordance with its instructions.

## Two Party Design Contract Special Provisions



*January 03, 2017*

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**TWO PARTY DESIGN CONTRACT SPECIAL PROVISIONS**  
**Revised 06/02/16**

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

**VI. SPECIAL PROVISIONS**

**SCOPE OF SERVICES**

**A. DESIGN REPORTS**

(1) Request for Exceptions to Design Standards

Prepare a request for exception(s) to design standards in accordance with the MANUAL. Submit three copies to the DEPARTMENT for approval.

(2) Encroachment Report

Prepare an encroachment report as directed by the DEPARTMENT. Submit three copies to the DEPARTMENT for approval.

(3) Other Reports:

Prepare the following engineering reports/analyses as directed by the DEPARTMENT:

1. Transportation Management Plan
2. Design Study Report
3. Pavement Design Report

**B. ENVIRONMENTAL DOCUMENTATION**

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

Prepare an EIS, EA, ER, or PER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the DEPARTMENT for approval.

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

(1) Environmental Assessments:

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- (a) Publish the notification of the availability of the Environmental Assessment as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code.
    - (b) Revise the Environmental Assessment to address comments received during the public availability period.
  - (2) Environmental Impact Statements:
    - (a) Prepare an Environmental Impact Statement, draft and final versions, as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code.
    - (b) Revise the Environmental Impact Statement to address comments received during the public availability period.
    - (c) Furnish an original copy of the Environmental Impact Statement, suitable for reproduction, to the DEPARTMENT for endorsement on the title sheet. Arrange for printing the necessary number of endorsed copies of this document as required in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code.
    - (d) Circulate the copies of the Draft and Final Environmental Impact Statements.
    - (e) Publish a public notice of availability of the Environmental Impact Statement as required by the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code.
  - (3) Agricultural Impact Notice:

Prepare an Agricultural Impact Notice, as specified in the MANUAL, for all lands from farm operations which may be acquired for this PROJECT. Submit Agricultural Impact Notice to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.
  - (4) Section 4(f) Evaluation:

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the DEPARTMENT for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation in accordance with the MANUAL.
  - (5) Section 6(f) Evaluation:

Prepare a Section 6(f) evaluation in accordance with the MANUAL.
  - (6) Historical and Archaeological Surveys and Studies:

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- (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.
  - (b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
  - (c) Conduct further study(ies), in accordance with the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places. This is not included in the scope of services and is considered extra work.
  - (d) Prepare a Determination of Eligibility for each property that is recommended for consideration as eligible for inclusion in the National Register of Historic Places using Determination of Eligibility Form HP-02-10(06/01/94). Preparing a Determination of Eligibility for archaeological sites using either the National Register Form NPS 10-900 or Form HP-02-10. This is not included in the scope of services and is considered extra work.
  - (e) Prepare a Determination of No Adverse Effect documentation for the PROJECT. Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, Native Americans will also be included in the consultation process; This is not included in the scope of services and is considered extra work. Prepare a Data Recovery Plan as part of the Documentation for Consultation for Archaeological properties. This is not included in the scope of services and is considered extra work.
  - (f) Prepare a Memorandum of Agreement in accordance with the MANUAL in consultation with the FHWA, SHPO, and the BOE. This is not included in the scope of services and is considered extra work.
- (7) Noise Analysis:
- Not Included
- (8) Air Quality:
- Not Included
- (9) Hazardous Materials/Contamination Assessments
- (a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.



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- (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
  - (c) Conduct a Phase 2 - Environmental Sampling, in accordance with the MANUAL, at the following sites:  
To be determined after Phase 1 investigation.
  - (d) The DEPARTMENT acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

**C. AGENCY COORDINATION**

- (1) Section 401 and 402 Certifications:

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

- (2) Section 404 Permits:

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

- (3) Section 9 and 10 Permits:

Not Included

**D. RAILROAD/ UTILITY INVOLVEMENTS**

- (1) Railroad Negotiations/Agreements

Not Included

- (2) Utility Coordination

Perform all utility coordination in accordance with:

- a) The MANUAL
- b) TRANS 220
- c) The WisDOT "Guide to Utility Coordination"
- d) The "Utility Coordination Task List for Design Consultant Contracts" as agreed upon \_\_\_\_\_.  
(date)

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- (3) The DEPARTMENT 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. Verify and update the list.
  - (4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the DEPARTMENT informed of all such coordination activities. Provide the DEPARTMENT with plans and information that will allow it to meet its planned utility coordination schedule.

#### **E. PUBLIC INVOLVEMENT**

- (1) Public Involvement Meetings:
  - (a) Conduct or assist the DEPARTMENT in holding Two (2) public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
  - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
  - (c) Prepare a summary report after the public involvement meeting(s).
  - (d) Discuss with the DEPARTMENT the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
  - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the DEPARTMENT'S use.
  - (f) Provide the DEPARTMENT with copies of all public involvement correspondence and file notes.
  - (g) Coordinate meeting schedules with the DEPARTMENT'S region representative.
- (2) Formal Public Hearing:

Not Included
- (3) Open Forum Public Hearing:

Not Included
- (4) Project Mailings, Newsletters

The CONSULTANT shall prepare a database for project mailings, newsletters, or any contract lists.

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The CONSULTANT shall be responsible for all contacts and communications with the news media, the public, other local public officials, and with members of the STATE Legislature. Contacts and communications with Legislators (including staff and agencies), Associations and the News Media, shall be recorded on WisDOT Form DT-33, as noted in Sections 1.3.4 of the DEPARTMENT'S Construction and Materials Manual, and forwarded to the appropriate DEPARTMENT officials.

**F. MEETINGS**

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) One (1) meeting(s) shall be held with local officials approximately two (2) weeks prior to the Public Informational Meeting(s).
- (3) One meeting(s) shall be held with the DEPARTMENT'S Region staff approximately two weeks ahead of the local official's meeting for the purpose of reviewing exhibits, handouts, and presentations.
- (4) A Final Plan Review Meeting with the Region Sections shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (5) Attend the pre-construction conference as scheduled by the DEPARTMENT.
- (6) Meet with the Region Technical Services Soils Engineer to coordinate soils and sub-surface investigation work efforts.
- (7) Two meeting(s) shall be held to plan, review, and coordinate the PROJECT with the DEPARTMENT'S Region staff.
- (8) Conduct Two coordination meeting(s) with utilities having facilities on the PROJECT.

**G. LOCATING**

Not Included

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## **H. SURVEYS**

- (1) Temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- (2) Locate the necessary section corners for the right-of-way plat. It is estimated that five (5) section corners need to be located and established and tied to state plane coordinates. Do not apply for reimbursement from the applicable county for these costs.
- (3) Conduct surveys that provide information necessary for the preparation of plats and acquisition of rights of way and property. Provide right-of-way monumentation information. All such information shall be provided in an electronic file in accordance with the MANUAL.
- (4) Tie surveys to section corners, quarter section corners, and to street lines or block corners in platted areas. Ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (5) Submit all survey data (including description, measured, and computed data) to the DEPARTMENT in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

## **I. SOILS AND SUBSURFACE INVESTIGATIONS**

- (1) Perform four (4) borings of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (3) 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.
- (4) Transmit to the DEPARTMENT gINT software boring logs for all completed borings, using the DEPARTMENT'S gINT template (contact Dan Reid for the template, 608-246-7946). Send these to the following email location at the time of PSE submittal: [DOTDTSDGeotechnicalgINT@dot.wi.gov](mailto:DOTDTSDGeotechnicalgINT@dot.wi.gov).
- (5) Transmit to the DEPARTMENT all soils laboratory testing summary and testing data sheets for tests performed on the soil and rock samples collected during the investigation. In addition, transmit the results of any field tests including vane shear tests, pressure meter tests and cone penetrometer tests. Send this in a .pdf format that references the DEPARTMENTS design project I.D., and send them to the followings email location at the time of PSE submittal: [DOTDTSDGeotechnicalSirLab@dot.wi.gov](mailto:DOTDTSDGeotechnicalSirLab@dot.wi.gov).
- (6) Transmit to the DEPARTMENT all Soil Reports relating to structures, roadways, pavements and environment. Send this in a .pdf format that references the DEPARTMENTS design project I.D., and send them to the followings email location at the time of PSE submittal: [DOTDTSDGeotechnicalSirLab@dot.wi.gov](mailto:DOTDTSDGeotechnicalSirLab@dot.wi.gov)

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## **J. ROAD PLANS**

Section II C (7) in the Standard Provision of the CONTRACT is amended to include the following plans:

Wetland Mitigation Plan  
Marking and Signing Plan  
Waste Disposal Plan  
Traffic Signal Plans  
Lighting Plans  
Construction staging plans (include earthwork quantities for each stage)  
Landscaping Plan  
Storm sewer Plan  
Grading/Utility Plan  
Project Overview - Single Sheet Schematic Drawing

## **K. STRUCTURE PLANS**

Not included

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

- (1) The CONSULTANT shall provide Highway Project Data in a digital format to the DEPARTMENT in accordance with the standards outlined in the FDM. All electronic project data must be delivered to the DEPARTMENT on Read Only CD at various stages of the project as specified here or *<at PS&E> or <after final review> or <upon termination of the contract> or <give a specific date based on need for data before TOTAL project is complete>*. All electronic project data must be accompanied by a meta-data document (format of meta-data provided by the DEPARTMENT) which describes all data which is delivered.
- (2) Upon receipt of the electronic data files, a DEPARTMENT representative will process the data within 6 weeks and return to the CONSULTANT a letter confirming that the data was received and verified to be in the correct formats. If the data received is not correct, the CONSULTANT must rectify the problem and resubmit the data to the DEPARTMENT within 2 weeks of being notified of the problem. This confirmation letter does not certify that the CONSULTANT submitted electronic data matches the information that is shown on the paper plan, nor does it verify that the design is valid and follows design standards set the Facilities development Manual. The confirmation letter in no way releases the CONSULTANT from responsibilities related to the constructability and validity of the design.
- (3) The CONSULTANT shall provide field control information, including all data used to establish survey control in the field. At minimum, the data shall include all control points and section corner points. Control points must have a feature code of CP and section corner points must have a feature code of SEC. In addition, other field control data may be required, this being at the discretion of the project

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manager. Other field control data must also be assigned a standard WisDOT feature code. The format of the file containing field control information shall be in accordance with the standards outlined in the FDM.

- (4) The CONSULTANT shall provide reference line information, including all mainline and side road reference lines and the project control necessary to establish such reference lines. All proposed alignments must be assigned a feature code of PRL and all existing alignments must be assigned a feature code of CL. In addition, for each alignment a report of the alignment/reference line details (bearings, curve data, etc.) shall be provided. The format of this report is provided in the FDM. The format of the file containing reference line information shall be in accordance with the standards outlined in the FDM.
- (5) The CONSULTANT shall provide data necessary for the preparation of plats and acquisition of rights of way and property, including all existing and proposed right-of-way chains and points to be staked. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (6) The CONSULTANT shall provide design profile information, which includes profiles of any reference lines, driveway profiles and any necessary ditch profiles. The format of the file containing profile information shall be in accordance with the standards outlined in the FDM.
- (7) The CONSULTANT shall provide existing cross section data for the project. At a minimum, the existing ground surface, the finished ground surface outside the subgrade shoulder points and the finished ground surface between the subgrade shoulder points must be provided with the information for each surface being placed in its own file. At the discretion of the DEPARTMENT, additional surfaces such as (but not limited to) rock, marsh or select subgrade material may also be requested at no additional cost. Names of the surfaces in all cross section files must follow those standards set in the WisDOT standard feature table. The format of the file containing existing cross section data shall be in accordance with the standards outlined in the FDM.
- (8) The CONSULTANT shall provide existing surface data. The format of the existing surface data shall be in accordance with the standards outlined in the FDM.
- (9) The CONSULTANT shall provide information on the locations of the superelevation transition points along alignments. The format of the superelevation information shall be in accordance with the standards outlined in the FDM.
- (10) The CONSULTANT shall provide existing topographic data which is classified as utility information. WisDOT standard feature codes and point connectivity methods must be used in the data files submitted. The format of the topographic data shall be in accordance with the standards outlined in the FDM.

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- (11) The CONSULTANT shall provide existing topographic data which is classified as other than utility information. WisDOT standard feature codes and point connectivity methods must be used in the data files submitted. The format of the topographic data shall be in accordance with the standards outlined in the FDM.
  - (12) The CONSULTANT shall provide other Survey Information, as deemed necessary by the WisDOT Project Manager. The format of the miscellaneous survey information shall be in accordance with the standards outlined in the FDM.
  - (13) The CONSULTANT shall provide graphical data files for the following *<examples include preliminary design, r/w plats, complete plan sets, etc.>*. All graphical files shall be in accordance with the data exchange and CADD standards outlined in the FDM.

#### **M. TRANSPORTATION PROJECT PLATS**

- (1) Prepare the transportation project plat for the PROJECT in accordance with Wisconsin Statute 84.095, WisDOT Guide to Utility Coordination and the MANUALS.
  - (a) Meet with the DEPARTMENT'S right-of-way plat unit to review the special provisions and MANUALS prior to starting the transportation project plat.
  - (b) Prepare each transportation project plat sheet showing coordinates on all section corners and on all main line and side road survey line/reference line PI's.
  - (c) All coordinate information will be referenced to NAD 1927 State Plane Wisconsin South coordinate system (horizontal) and City of Waukesha datum (vertical) 780.558 adjustment.
  - (d) Provide the DEPARTMENT an electronic *LandXML* file with unique point ID's of all right-of-way points, PI's and section corners on the project.
  - (e) Provide the DEPARTMENT with an electronic report describing all elements within all alignments and an electronic XML file, for each alignment.
  - (f) Show all newly monumented right-of-way points and reestablished right-of-way points with the size and kind noted (e.x. 1" I.P.) in accordance with the MANUALS.
  - (g) Show all recovered monuments with the size and kind noted in accordance with the MANUALS.
  - (h) Note on the plat existing access control or access covenants from previous DEPARTMENT projects, CSM's or subdivisions.
  - (i) Note on the plat existing property lines along with CSM's, subdivisions, assessor plats, county plats, and condominium plats, plats of survey and other surveys of record.

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- (j) Assign a note or table to every transportation project plat to include the historical basis for dimensioning the existing highway right-of-way; include intersecting roads.
  - (k) Show the bearing and distance along the section line to the adjacent quarter corner or section corner whenever the mainline reference line and the right-of-way lines cross a section line. Note on the plat the type and coordinates of the section corner.
  - (l) Provide the DEPARTMENT with a Cogo Printout of the exterior boundaries of the right-of-way, which specifies closure of the traverse.
  - (m) Submit a final full size, 22" x 34" pdf, unless otherwise specified by the county, in accordance with the MANUALS upon final approval of the DEPARTMENT.
  - (n) Submit the plat PROJECT DOCUMENTS in accordance with the MANUALS upon receiving final approval from the DEPARTMENT.
- (2) Title Searches/Updates

Obtain title searches, title updates, or commitments necessary to determine property lines and current ownerships for the PROJECT. It is estimated that 21 (estimated number of parcels) title searches are required. Contract with a title company to prepare the title searches, title updates, or commitments in accordance with the DEPARTMENT'S approved list of title companies. Provide a copy of the title searches, title updates, or commitments to the DEPARTMENT, upon request.

## **N. TRADITIONAL PLATS**

- (1) Prepare right-of-way plats in accordance with the MANUAL.
- (2) Title Searches/Updates

Obtain title searches, title updates, or commitments necessary to determine property lines and current ownerships for the PROJECT. It is estimated that 21 (estimated number of parcels) title searches are required. Contract with a title company to prepare the title searches, title updates, or commitments in accordance with the DEPARTMENT'S approved list of title companies. Provide a copy of the title searches, title updates or commitments to the DEPARTMENT, upon request.

- (3) Provide a right-of-way description for all individual parcels of land to be acquired as right-of-way for the PROJECT. Provide an individual legal description for each parcel, or an envelope description that does not cover more than one page of the plat. Write descriptions in a metes and bounds format, or in the case of platted property by suitable reference to the platted data. Reference and tie unplatted property descriptions into the pertinent section or quarter section corners. Submit the legal descriptions as a Microsoft Word 2007 document or newer software or software compatible with the DEPARTMENT, and provide a copy of the descriptions in an electronic format to the DEPARTMENT. Contact the DEPARTMENT'S real estate unit for current formatting instructions prior to writing any descriptions.



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- (4) Field locate and temporarily mark the new right-of-way boundaries in a manner which will facilitate the appraisal of all affected parcels.
  - (5) Monument the new and existing right-of-way boundaries in accordance with the MANUALS.
  - (6) Prepare a preliminary plat and relocation order for DEPARTMENT review.
  - (7) 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 in accordance with the MANUALS. Provide a CD/DVD or electronic file with point numbers in *LandXML* format; in county coordinates to the DEPARTMENT.
  - (8) Submit a final full size dwg file to the DEPARTMENT for the initial relocation order and for revisions when requested by the DEPARTMENT. Assign a table to every right-of-way plat sheet stating the historical basis for dimensioning the existing highway right-of-way; include intersecting side roads. Show the coordinate basis for the plat on the title sheet and each detail sheet.
  - (9) Be responsible for all changes to the plat sheets and legal descriptions until the real estate certification is completed. Changes on the right-of-way plat that occur following the initial relocation order (excluding hardship or protective purchase) are anticipated and are part of this CONTRACT.
  - (10) Submit the right-of-way plat electronically in accordance with the MANUALS to be reproduced by the DEPARTMENT CADD unit for each relocation order or when requested by the DEPARTMENT.
  - (11) For CONSULTANT design contracts having real estate acquisition: Supply the DEPARTMENT with a pdf file of the plan/profile, cross sections and the right-of-way plat, for the DEPARTMENT'S use in real estate acquisition at the time required in the project schedule.
  - (12) Provide final C3D.dwg files for the following *<examples include preliminary design, r/w plats, complete plan sets, etc.>*. Submit all C3D.dwg files in accordance with the data exchange and CADD standards outlined in the MANUAL.

**O. HIGHWAY SYSTEM CHANGES**

Not Included

**P. TRAFFIC**

- (1) Collect (average-day, 24 hour, etc.) traffic counts and develop traffic projections for the year(s) 2022, 2032, 2042 at the following locations:
  - a) St Paul Avenue and Madison Street
  - b) St Paul Avenue and North Street/Wisconsin Avenue

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**Q. SERVICES PROVIDED BY THE DEPARTMENT**

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

1. 30%, 60%, and 90% SE Region Local Program Guidelines
2. Excel spreadsheet for schedule tracking progress
3. Roadbuilder Quantity forms
4. Drainage Excel spreadsheet
5. Public Involvement Plan
6. Utility Diary (DT 2211)
7. WisDOT Guide to Utility Coordination Chapter 17, Fig. 17-19, dated January 2,

2008.

**R. PROSECUTION AND PROGRESS**

- (1) Monitor the progress of the PROJECT as stipulated in the contract agreement. The tracking process shall include providing the DEPARTMENT with an updated version of the project network on a monthly basis to show the progress of the project. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper. If using software that can create .MPP files submit it on a CD/DVD or through electronic mail.
- (2) The CONSULTANT proposes to sublet these services to
  - (i) Survey/Plat to:  
Ayres Associates  
N17 W24222 Riverwood Drive, Suite 310  
Waukesha, WI 53188  
262-424-3347  
Nathan Vaughn, PLS [vaughnn@ayresassociates.com](mailto:vaughnn@ayresassociates.com)
  - (ii) Traffic Analysis to:  
Ayres Associates  
N17 W24222 Riverwood Drive, Suite 310  
Waukesha, WI 53188  
262-522-4905  
John Davis, P.E., PTOE, RSP, TSOS [davisj@ayresassociates.com](mailto:davisj@ayresassociates.com)
  - (iii) Real Estate Services to:  
Single Source, INC.  
1250 South Sunny Slope Road  
Brookfield, WI 53005  
262-789-8300  
Steve Boll [steve@single-source-inc.com](mailto:steve@single-source-inc.com)
  - (iv) Archaeological Investigation to:  
UW Milwaukee  
PO Box 413  
Milwaukee, WI 53201  
414-229-3396  
Jennifer Haas, Ph.D. [haasjr](mailto:haasjr)

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(v) Environmental assessment and soil boring services to:  
The Sigma Group  
1300 West Canal Street  
Milwaukee, WI 53233  
414-643-4127  
Kristin Kurzka, P.G. P.E. [kkurzka@thesigmagroup.com](mailto:kkurzka@thesigmagroup.com)

- (3) The following items of work will be completed and submitted to the DEPARTMENT'S Region Office by the indicated dates, if CONSULTANT has received the Notice to Proceed by 10/7/2019.  
(Date)

Report Title	Date
Structure Survey Reports	NA
Preliminary Structure Plan	NA
Initial Project Review	2/2020
Environmental Document	7/2020
Preliminary Road Plan	7/2020
Soils Report	7/2020
Pavement Design Report	7/2020
Exceptions to Standards Report	7/2020
Traffic Study Report	7/2020
Design Study Report	7/2020
Slope Intercepts & Preliminary Plat	7/2020
Right-Of-Way Plat(s)	9/2020
Right-Of-Way Descriptions	9/2020
Acquisition Stage Relocation Plan	NA
Final Road Plans	8/2021
Final Structure Plans	NA
Final P.S. & E.	8/2021

Project ID
Route
Title/Limits/Description
County

Created By: CDA  
Revised By:

\$508,200

0  
0.0%

[illegible]

Project ID	Route	Title/Limits/Description	County
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	4.75%	22.60%	45.57%	16.10%	8.97%	2.01%
2020 Ave Salary + Benefits	\$ 175,743.28	\$ 125,496.79	\$ 108,674.09	\$ 87,817.39	\$ 104,890.35	\$ 101,215.22
	\$ 84.49	\$ 60.33	\$ 52.25	\$ 42.22	\$ 50.43	\$ 48.66

## AYRES ASSOCIATES FEE ESTIMATE

ID 2718-04-01

West St Paul Avenue

Mountain Avenue to Madison Street

Waukesha

Overhead Rate:

1.6539

Fixed Fee

7.5%

TASK DESCRIPTION	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit	Direct Expenses	Total
GENERAL	\$234.40	\$387.67	\$43.95	-	\$666.02
MEETINGS	\$418.04	\$691.40	\$78.38	-	\$1,187.82
TRAFFIC ANALYSIS	\$3,603.56	\$5,959.93	\$675.67	-	\$10,239.16
PLANS, SPECIFICATONS, & ESTIMATES (PS&E)	\$1,931.20	\$3,194.01	\$362.10	-	\$5,487.31
PROJECT				\$11.60	\$11.60
<b>TOTAL</b>	<b>\$6,187.20</b>	<b>\$10,233.01</b>	<b>\$1,160.10</b>	<b>\$11.60</b>	<b>\$17,591.91</b>

**DIRECT EXPENSE ESTIMATE**

ID 2718-04-01  
West St Paul Avenue  
Mountain Avenue to Madison Street  
Waukesha

ITEM	Amount	Type	Rate	Total
MILEAGE	20	MILES	\$0.580	\$11.60
TOTAL				\$11.60

HOURS ESTIMATE

ID 2718-04-01  
West St Paul Avenue  
Mountain Avenue to Madison Street  
Waukesha

TASK DESCRIPTION	Proj. Man./ Principal Engineer		Project Engineer		Design Engineer		Jr. Engineer/ Technician		Support Staff/ Clerical		Total Direct Labor	
	hrs	Dollars	hrs	Dollars	hrs	Dollars	hrs	Dollars	hrs	Dollars	hrs	Dollars
GENERAL	1	\$54.50	2	\$85.66	-	\$0.00	-	\$0.00	4	\$94.24	7	\$234.40
MEETINGS	2	\$109.00	4	\$171.32	4	\$137.72	-	\$0.00	-	\$0.00	10	\$418.04
TRAFFIC ANALYSIS	8	\$436.00	-	\$0.00	92	\$3,167.56	-	\$0.00	-	\$0.00	100	\$3,603.56
PLANS, SPECIFICATONS, & ESTIMATES (PS&E)	4	\$218.00	40	\$1,713.20	-	\$0.00	-	\$0.00	-	\$0.00	44	\$1,931.20
TOTAL	15	\$818	46	\$1,970	96	\$3,305	-	\$0	4	\$94	161	\$6,187



Project ID 2718-04-01  
West St. Paul Avenue  
Mountain Avenue to Madison Street  
Waukesha County

Revised By:

\$\$\$

1.65

7.3%

[illegible]

## DRAFT DIRECT EXPENSE ESTIMATE

Project ID 2718-04-01

West St. Paul Avenue

Mountain Avenue to Madison Street

Waukesha County

	ITEM	Amount	Type	Rate	Total
	MILEAGE	140	MILES	\$0.540	\$75.60
	PARKING	0	DAY	\$10.00	\$0.00
	DIGITAL LEVEL	1		\$39.45	\$39.45
	GPS	3		\$38.90	\$116.70
	TOTAL STATION	11		\$57.30	\$630.30
	RESEARCH				\$0.00
	LODGING	0	NIGHT	\$100.00	\$0.00
	LUNCH	0	MEAL	\$10.00	\$0.00
	DINNER	0	MEAL	\$17.00	\$0.00
	TOTAL		\$0.00	\$273.19	\$862.05

Project ID 2718-04-01  
West St. Paul Avenue  
Mountain Avenue to Madison Street  
Waukesha County

2.67%	23.11%	41.33%	18.22%	13.78%	0.89%
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**COST ESTIMATE**  
**CITY OF WAUKESHA**  
**ST. PAUL AVENUE BETWEEN MADISON STREET AND NORTH STREET**  
**Project Reference #18622**

Item Description	Unit Price	Quantity	Units	Total Cost
<b>PROFESSIONAL SERVICES</b>				
<b>Completion of WisDOT Programmatic Categorical Exclusion (PCE)</b>				
Staff Engineer	\$75.00	40	hours	\$3,000.00
Assistant Environmental Project Manager	\$100.00	8	hours	\$800.00
Environmental Project Manager	\$120.00	4	hours	\$480.00
			<i>Subtotal</i>	<i>\$4,280.00</i>
<b>Phase I Hazardous Materials Assessment</b>				
Staff Engineer	\$75.00	8	hours	\$600.00
Assistant Environmental Project Manager	\$100.00	30	hours	\$3,000.00
Environmental Project Manager	\$120.00	6	hours	\$720.00
			<i>Subtotal</i>	<i>\$4,320.00</i>
<b>Coordination Plan / Public Information Meeting*</b>				
Assistant Environmental Project Manager	\$100.00	6	hours	\$600.00
Environmental Project Manager	\$120.00	6	hours	\$720.00
			<i>Subtotal</i>	<i>\$1,320.00</i>
<b>PROPOSED PROJECT COST</b>				<b>\$9,920.00</b>

September 26, 2019

Project Reference #18622

Mr. Craig Ausen, P.E.  
City of Waukesha  
Department of Public Works  
1300 Delafield Street  
Waukesha, WI 53188

**RE: Proposal for Geotechnical Assessment Services  
West St. Paul Avenue from Madison Street to North Street**

Dear Craig:

Thank you for the opportunity to present a cost to complete geotechnical engineering exploration and analysis services for the West St. Paul Avenue from Madison Street to North Street project. This proposal is based on previous experience and our understanding of the project activities. The proposed scope of work, estimated cost and schedule are described in detail below.

**PROJECT UNDERSTANDING**

The City of Waukesha requested geotechnical engineering exploration to provide data needed for planning related to the reconstruction of West St. Paul Avenue between Madison Street and North Street, including utility replacement, new street lighting, traffic-signals, and an approximate 15-foot strip acquisition for new sidewalks, in accordance with Wisconsin Department of Transportation (WisDOT) protocols.

**PROJECT TEAM**

To complete the requested services, Sigma has teamed with Gestra Engineering, Inc. (Gestra). Gestra is a full-service geotechnical engineering firm with significant Wisconsin Department of Transportation (WisDOT) experience.

**SCOPE OF WORK**

The proposed geotechnical assessment activities including assumptions used to prepare the cost for the geotechnical engineering exploratory services are summarized in the proposal presented in *Attachment A*.

**COST ESTIMATE**

The estimated cost to complete the geotechnical assessment activities and asbestos inspections is as follows:

Geotechnical Exploration and Engineering	\$ 6,165.00
Detail provided in Appendix A	
Coordination and Project Management	
Project Manager 6 hrs @ \$105/hr	\$ 600.00
<b>Total Estimated Project Cost</b>	<b>\$ 6,715.00</b>

City of Waukesha  
September 26, 2019  
Page 2

Thank you again for this opportunity to provide professional services to the City of Waukesha. Please call me at (414) 643-4127 if you have any questions.

Sincerely,

**THE SIGMA GROUP, INC.**



Kristin Kurzka, P.E., P.G.  
Senior Engineer

Attachments

cc: Mr. Doug Dettmers, Gestra

<b>Costs - Single Source, Inc</b>	<b>Fee</b>	<b>Total Fee</b>
Project Data Book (PDB)		\$3,500
7 Appraisals (\$1,300 each)	\$9,100	
7 Appraisal Negotiations / Acquisitions (\$750 each)	<u>\$5,250</u>	
<b>TOTAL APPRAISALS PARCELS</b>	\$14,350	\$14,350
14 Nominal Negotiations / Acquisitions (\$750 each)		\$10,500
Nominal Payment Parcel Report		\$250
LPA Right-of-Way Certification		\$250
Technical Review; (PDB, Appraisals, Nominal Payment Parcel )		\$3,500
Project Management		<u>\$500</u>
<b>TOTAL PROJECT COSTS</b>		<b>\$32,850</b>
Single Source, Inc.		

## Attachment 1: Cost Estimate

University of Wisconsin-Milwaukee  
Cultural Resource Management

## BUDGET ESTIMATE 2019-272

**Section 106: Archaeological and Architecture/History Investigations**  
**West St. Paul Avenue Reconstruction**

### DIRECT COSTS

### A: SALARIES & WAGES

	PERSONNEL											
	Senior				LTE				Students			
TASK	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$
Coordination & Administration	Archaeologist	24.01	2	48.02								
Architecture/History Field Work Report, & DNAE	Historian	24.01	120	2881.20								
Archaeology Field Work & Report	Archaeologist	24.01	32	768.32	Archaeologists	24	10	240.10				

SUBTOTAL LABOR\$

\$3,697.54

\$240.10

\$0.00

TOTAL LABOR\$

\$3,937.64

## B: FRINGE BENEFITS

### 33% of Senior Personnel

\$1,220.19

11.5% of LTE Personnel

\$27.61

3.1% of Student Personnel

\$0.00

**TOTAL FRINGE BENEFITS** \$1,247.80

## C: SUPPLIES &amp; EXPENSES

## Supplies

\$0.00

Meals &amp; Lodging

\$0.00
--------

Vehicle Rental &amp; Gasoline

**\$247.43**

TOTAL SUPPLIES

\$247.43

**D: TOTAL DIRECT COSTS**

 $(A + B + C)$ 

\$5,432.87

**E: INDIRECT COSTS**

(D X .52)

\$2,825.09

**TOTAL PROJECT COSTS**

(D + E)

\$8,257.96