

It is expected that a Quorum of the Personnel Committee, Administration Committee, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
January 18, 2016
6:45 PM
or immediately following the Administration Committee

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [January 4, 2016](#)
- D. DISCUSSION / ACTION ITEMS
 - 1. [Change Order – Northeast Asphalt Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; DEDUCT: \\$11,151.55 \(Change Oder No. 1 and Final\)](#)
 - 2. [Payment - Northeast Asphalt Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$28,263.69 \(Payment No. 7 and Final\)](#)
 - 3. [Authorization to Execute Conveyance of Rights in Land for Third Street Bridge Replacement Project](#)
 - A. [City of Menasha – Sanitary Sewer](#)
 - B. [City of Menasha, dba Menasha Utilities – Electric](#)
 - C. [City of Menasha, dba Menasha Utilities – Water Main](#)
 - 4. [Authorization to Execute Three Party Design Engineering Services Contract \(Broad Street Reconstruction – Tayco Street to Racine Street\)](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
January 4, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 6:20 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Keehan, Zelinski, Spencer, Nichols, Taylor, Krautkramer, Olszewski

EXCUSED: Alderman Benner

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD McKenney, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [December 21, 2015](#)

Moved by Ald. Keehan seconded by Ald. Nichols to approve minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Authorization to Execute State/Municipal Agreement for CTH P/Racine Road and Interchange](#)

DPW Radtke explained the agreement identifies local and state funding shares for manhole adjustments in that portion of Racine Road from Ninth Street to Twelfth Street and the US 10/441 and Racine Road interchange. It does not include amenities in the round-a-bout, which will be covered in a future SMA. Federal and State funding will cover approximately 90% of cost. City will be responsible for approximately \$98.50.

Staff recommends approval of the agreement.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Authorization to Execute State/Municipal Agreement for CTH P/Racine Road and Interchange.

Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 6:25 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

Certificate of Payment

Date: October 27, 2015 Payment Request: 7 (Seven) & Final

Contractor: Northeast Asphalt, Inc

Address: W6380 Design Dr, Greenville, WI 54942

Contract Unit No.: 2015-01

Project Description: New Street Construction & Reconstruction

Original Contract Amount	\$ 1,084,323.12
Change Order No.: One & Final Amount: \$ -11,151.55	
Previous Change Order(s): \$ 0	
Total Contract Amount (Including Change Orders)	\$ 1,073,171.57
Total Earned to Date (Summary Attached)	\$ 1,073,171.57
Less Retainage 0.00%	\$ 0.00
Amount Due	\$ 1,073,171.57
Previous Payments	\$ 1,044,907.88
Amount Due this Payment	\$ 28,263.69
Estimate Pay Period 9/29/15 - 10/27/15	

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.

Date: _____ By: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

Recommended for Payment

Director of Public Works: Mark Raddlee Date: 1/14/15

Common Council Approval Date: _____

Finance Department

<u>Account Number</u>	<u>Budget</u>	<u>Charge to Account</u>
	\$	
	\$	
	\$	
	\$	

Itemized Bid Tabulation

City of Menasha Contract Unit No. 2015-01

New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer

Southfield West/Natures Way Subdivision Streets, Barker Farms VI subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street, Lincoln Street

PAYMENT 7 (Seven) & Final

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD		CHANGES	
			UNIT PRICE	ITEM TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
1	4	Remove and Replace Inlet	\$ 2,400.00	\$ 9,600.00	4.00	\$ 9,600.00	0.00	\$ -
2	4	New Inlet	\$ 2,100.00	\$ 8,400.00	4.00	\$ 8,400.00	0.00	\$ -
3	2	RCP Yard Drain	\$ 1,450.00	\$ 2,900.00	2.00	\$ 2,900.00	0.00	\$ -
4	2	NDS Yard Drain	\$ 1,100.00	\$ 2,200.00	2.00	\$ 2,200.00	0.00	\$ -
5	38	Remove and Replace 12" Class IV RCP Inlet Lead	\$ 39.00	\$ 1,482.00	37.00	\$ 1,443.00	-1.00	\$ (39.00)
6	12	6" PVC Storm Inlet Lead	\$ 23.00	\$ 276.00	12.00	\$ 276.00	0.00	\$ -
7	70	8" PVC Storm Inlet Lead	\$ 28.00	\$ 1,960.00	66.50	\$ 1,862.00	-3.50	\$ (98.00)
8	126	12" PVC Storm Sewer	\$ 33.00	\$ 4,158.00	122.00	\$ 4,026.00	-4.00	\$ (132.00)
9	76	12" Class IV RCP Storm Sewer	\$ 39.00	\$ 2,964.00	74.50	\$ 2,905.50	-1.50	\$ (58.50)
10	975	4" Under Pavement Drain	\$ 12.00	\$ 11,700.00	821.00	\$ 9,852.00	-154.00	\$ (1,848.00)
11	36.901	Pavement / Base Pulverizing	\$ 0.42	\$ 15,498.42	37383.00	\$ 15,700.86	482.00	\$ 202.44
12	3.255	Unclassified Excavation/Pulverized and Shoulder Material	\$ 7.50	\$ 24,412.50	3308.00	\$ 24,810.00	53.00	\$ 397.50
13	2.350	Unclassified Excavation	\$ 8.00	\$ 18,800.00				
14	2.326	Geogrid	\$ 2.00	\$ 4,652.00	2326.00	\$ 4,652.00	0.00	\$ -
15	203	1 1/4" Crushed Dense Aggregate Base Course Placement	\$ 7.25	\$ 2,196.75	303.00	\$ 2,196.75	0.00	\$ -
16	957	3" Crushed Dense Aggregate Base Course Placement	\$ 6.25	\$ 5,981.25	957.00	\$ 5,981.25	0.00	\$ -
17	410	Pulverized Stone Placement	\$ 10.00	\$ 4,100.00	448.00	\$ 4,480.00	38.00	\$ 380.00
18	41,305	Fine Grading and Compaction	\$ 1.63	\$ 67,327.15	41986.00	\$ 68,437.18	681.00	\$ 1,110.03
19	16,368	30" Concrete Curb & Gutter	\$ 9.10	\$ 148,402.80	16549.00	\$ 160,595.90	241.00	\$ 2,193.10
20	721	30" Mountable (Roll Back) Concrete Curb & Gutter	\$ 9.50	\$ 6,849.50	763.00	\$ 7,248.50	42.00	\$ 399.00
21	5,740.00	No. 4 Epoxy Coated Rebar	\$ 0.75	\$ 4,305.00	5444.00	\$ 4,083.00	-296.00	\$ (222.00)
22	147	Utility Adjustment	\$ 215.00	\$ 31,605.00	135.00	\$ 29,025.00	-12.00	\$ (2,580.00)
23	20	Water Valve Adjustment	\$ 52.50	\$ 1,050.00	2.00	\$ 105.00	-18.00	\$ (945.00)
24	1,090	Sawcut	\$ 1.00	\$ 1,090.00	1246.50	\$ 1,246.50	156.50	\$ 156.50
25	5,418	Asphalt Binder Course Pavement 2 1/4" Thick	\$ 50.00	\$ 270,900.00	4981.72	\$ 249,086.00	-436.28	\$ (21,814.00)
26	4,213	Asphalt Surface Course Pavement 1 3/4" Thick	\$ 56.25	\$ 236,981.25	4358.85	\$ 245,185.31	145.85	\$ 8,204.06
27	15,533	3" Thick Asphalt Driveway Remove and Replace	\$ 2.45	\$ 38,055.85	17566.50	\$ 43,037.93	2033.50	\$ 4,982.08
28	3,238	6" Concrete Driveway Remove and Replace	\$ 5.05	\$ 16,351.90	3507.50	\$ 17,712.88	269.50	\$ 1,360.98
29	248	8" Concrete Driveway Remove and Replace	\$ 5.55	\$ 1,376.40	248.00	\$ 1,376.40	0.00	\$ -
30	599	Back Driveway Salvage and Replace	\$ 9.50	\$ 5,690.50	0.00	\$ -	-599.00	\$ (5,690.50)
31	40	4" Thick Concrete Sidewalk Remove and Replace	\$ 5.85	\$ 234.00	0.00	\$ -	-40.00	\$ (234.00)
32	93	6" Thick Concrete Handicap Ramp Remove and Replace	\$ 5.05	\$ 469.65	78.38	\$ 395.82	-14.62	\$ (73.83)
33	14,408	Lawn and Terrace Restoration	\$ 5.40	\$ 77,803.20	14492.00	\$ 78,256.80	84.00	\$ 453.60
34	1	Railroad Flagging	\$ 4,600.00	\$ 4,600.00	1.00	\$ 4,600.00	0.00	\$ -
35	1	Cleaning and Grubbing	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -
36	1	Temporary Mailbox	\$ 2,360.00	\$ 2,360.00	1.00	\$ 2,360.00	0.00	\$ (0.00)
37	1	Erosion Control	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	0.00	\$ (0.00)
38	1	Traffic Control	\$ 11,090.00	\$ 11,090.00	1.00	\$ 11,090.00	0.00	\$ (0.00)
39	1	Construction Mobile/Demobile: Project Coordination, all incidental utility and miscellaneous roadway work, and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 27,500.00	\$ 27,500.00	1.00	\$ 27,500.00	0.00	\$ (0.00)
TOTAL BASE BID (ITEMS 1-39)				\$ 1,084,323.12		\$ 1,051,627.57		\$ (13,895.55)
Alternate Bid A								
1A	2,350	Unclassified Excavation Including Separation	\$ 8.00	\$ 18,800.00	2,350.00	\$ 18,800.00	0.00	\$ -
Total Alternate Bid (Item 1A)				\$ 18,800.00		\$ 18,800.00		\$ -
Alternate Bid B								
1B	303	1 1/4" Crushed Dense Aggregate Base Course Furnish/Place	\$ 35.00	\$ 10,605.00				
2B	957	3" Crushed Dense Aggregate Base Course Furnish/Place	\$ 30.00	\$ 28,710.00				
Total Alternate Bid (Items 1B-2B)				\$ 39,315.00		\$ -		
TOTAL CONTRACT BASE BID PLUS ALTERNATE 1A BID				\$ 1,084,323.12		\$ 1,070,427.57		\$ (13,895.55)



Memorandum

DATE: January 14, 2016

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Authorization to Execute Conveyance of Rights in Land for Third Street Bridge Replacement Project

At its December 21, 2015 meeting the Common Council approved the Relocation Order for the Third Street Bridge Replacement Project (report enclosed). The Relocation Order identifies the land interests necessary for completion of the project. As you may recall, the City needs additional right of way in order to construct the proposed new structure on Third Street crossing the Lake Winnebago slough. There are three utilities with facilities currently in easement outside the existing street right of way that would be within this future City right of way area.

As part of the federal grant process, it is necessary for the City to obtain the Conveyance of Rights in Land from the involved utilities prior to submittal of the project's final Plans, Specifications and Estimate (PS&E). Last week we learned the bid letting date for this project has been moved up from an August, 2016 date to a May, 2016 date. This is good news because we can expect better pricing with the May bid letting. It does, however, create some expediency issues with the final paperwork, including executing the necessary Conveyance of Rights in Land documents.

The three Conveyance of Rights documents enclosed represent the City of Menasha sanitary sewer and the Menasha Utilities electric and water main facilities. The documents essentially are repurposing the land interest from one of a utility easement need to one of a street (bridge) construction, operating and maintenance need, made necessary by the acquisition of property for right of way purposes.

I am requesting a recommendation from the Board of Public Works authorizing the Mayor to execute all three Conveyance of Rights in Land documents.

Enclosure

M:\word\BPW memo re Third St Bridge Conveyance of Rights_1-14-15.docx



Memorandum

DATE: December 17, 2015

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Authorization to Execute Relocation Order for Third Street Bridge Project

The Third Street Bridge is scheduled for replacement starting in the second half of 2016. As previously reported, this project requires the acquisition of several small portions of adjacent properties. Those properties include a portion of Jefferson Park and a privately owned property in the northeast quadrant of the project area.

Per state statutes, in order to proceed with the negotiations to acquire the necessary real estate interests in property, the Common Council needs to approve the Relocation Order for this project. The land interests and acquisitions referred to in the Relocation Order are identified on the corresponding Right of Way Plat (both documents are enclosed).

The areas needed for this project include acquisitions of 0.058 acres for Parcel No. 1 (Avalone property) and 0.11 acres for Parcel No. 2 (Jefferson Park). Additionally there are small temporary and permanent easements needed from Jefferson Park for the continuation of the sidewalk on the south side of Third Street to the proposed bridge. Parks and Recreation Director Tungate and the Park Board are aware of these needs and acknowledge the minimal impact to the park. The Right of Way Plat also lists the need to obtain the release of easement rights from various utilities which is standard procedure in these situations. Funds are budgeted for this work.

As soon as the Relocation Order is signed and recorded, we will direct our real estate consultant to initiate negotiations for the necessary right of way, easements and release of rights. This project has met with several extended delays due to the concerns regarding protection of habitat for the northern long eared bat, and the special documentation and land transfer needed for the acquisition of Jefferson Park property. Therefore, I am requesting authorization to execute the Relocation Order as soon as possible in order to allow our agent to proceed with negotiations in a timely manner to meet the proposed bidding schedule.

Enclosures

M:\word\BPW memo re Third Street Bridge relocation order_12-17-15 docx

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.62.22 Wis. Stats.
City Projects 4/2015

City of Menasha, GRANTOR, for and in consideration of the sum of (\$) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the City of Menasha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: n/a

This space is reserved for recording data

Return to
Mark Radtke
City of Menasha
140 Main Street
Menasha, WI 54952

Parcel Identification Number/Tax Key Number
705-0520-13

Legal Description

All that part of Government Lot 4, Section 13, T 20 N, R 17 E, City of Menasha, Winnebago County, Wisconsin, subject to Grantor's easement or interests in land acquired by the Grantee for Project 4992-01-00, City of Menasha, Third St, Winnebago County as filed with the County Clerk's office of the Winnebago County, State of Wisconsin.
No Recorded Easement for sewer

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

City of Menasha
(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____ County)
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.62.22 Wis. Stats.
City Projects 4/2015

City of Menasha, d.b.a. Menasha Utilities, GRANTOR, for and in consideration of the sum of (\$) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the City of Menasha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: n/a

This space is reserved for recording data

Return to
Mark Radtke
City of Menasha
140 Main Street
Menasha, WI 54952

Parcel Identification Number/Tax Key Number
705-0520-13

Legal Description

All that part of Government Lot 4, Section 13, T 20 N, R 17 E, City of Menasha, Winnebago County, Wisconsin, subject to Grantor's easement or interests in land acquired by the Grantee for Project 4992-01-00, City of Menasha, Third St, Winnebago County as filed with the County Clerk's office of the Winnebago County, State of Wisconsin.

Recorded as Document No. 571774 for electric

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

City of Menasha
(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
County _____) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.62.22 Wis. Stats.
City Projects 4/2015

City of Menasha, d.b.a. Menasha Utilities, GRANTOR, for and in consideration of the sum of (\$) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the City of Menasha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: n/a

This space is reserved for recording data

Return to
Mark Radtke
City of Menasha
140 Main Street
Menasha, WI 54952

Parcel Identification Number/Tax Key Number
705-0520-13

Legal Description

All that part of Government Lot 4, Section 13, T 20 N, R 17 E, City of Menasha, Winnebago County, Wisconsin, subject to Grantor's easement or interests in land acquired by the Grantee for Project 4992-01-00, City of Menasha, Third St, Winnebago County as filed with the County Clerk's office of the Winnebago County, State of Wisconsin.

No Recorded Easement for Water main and Facilities

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

City of Menasha
(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
County _____) ss.
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)



Memorandum

DATE: January 14, 2016

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Authorization to Execute Three Party Design Engineering Services Contract (Broad Street Reconstruction – Tayco Street to Racine Street)

In 2014, the City of Menasha was awarded an STP-Urban grant with a federal funding cap of \$759,500 for the reconstruction of Broad Street from Tayco Street to Racine Street. The funding is provided for both design and construction costs, with a local cost share of 40% for design costs and 22% for construction costs.

In 2015, the City completed its selection process for engineering design services, and Ayres Associates was recommended to WisDOT for the design of Broad Street. WisDOT has reviewed and approved the enclosed proposed design services contract and is seeking the City's approval as one of the three parties involved in the contract.

This contract identifies the responsibilities of each party and establishes a timeline for completion of the project tasks. Under this contract, Ayres is responsible for preparation of the 30%, 60% and 90% preliminary plans and estimate, obtaining necessary State approvals (historical, environmental, etc.), conducting public information meetings, completing the pavement design report, preparing any necessary right-of-way plats, and submittal of the final plans, specifications and estimate for bidding purposes. The design work is scheduled to be completed in early 2018, with construction proposed for 2019. The City is responsible for providing any existing right-of-way plats, if available, existing City sanitary and storm sewer system maps, and the mailing list for the Public Involvement meetings.

There was a previous Council concern regarding the type of pavement being proposed for Broad Street. In our grant application we proposed concrete pavement for the block from Milwaukee Street to Racine Street and asphalt pavement for the Tayco to Milwaukee block. A component of this design engineering agreement is completing the pavement design report which will recommend a pavement type for the project based on traffic projections, truck percentages, soil reports, and cost, among other things. The City will have an opportunity to present input on its preferred pavement type during that process.

The total design fee is projected to not exceed \$112,459.81, with the City's portion being 40% of the cost. There are sufficient funds in the 2016 Budget for this purpose and I am recommending approval of authorizing the Mayor to execute the contract.

Enclosure

M:\word\BPW memo re Broad St Three Party Design Engr Contract_1-14-16.docx

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Menasha (MUNICIPALITY)

AND Ayres Associates Inc (CONSULTANT) FOR

*Project ID 4992-00-55
C. Menasha, Broad St
Tayco Street to Racine Street
Local Street
Winnebago 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 Broad Street solicitation dated March 16, 2015 and for topographic survey, agency and utility coordination, municipal coordination, public involvement, environmental document, r/w plat, design reports, preliminary and final plans, and final PS&E documents. 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: Rich Glen, PE, JT Engineering, Inc.; 1077 Centennial Centre Blvd., Hobart, WI 54155, richglen@jt-engineering.com; 920.468.4771.

The MUNICIPALITY REPRESENTATIVE is: Mark Radtke, PE, Director of Public Works; 140 Main Street, Menasha, WI 54952, mradtke@ci.menasha.wi.us; 920.967.3610.

The CONSULTANT REPRESENTATIVE is: Troy Robillard PE; 3376 Packerland Drive, Ashwaubenton, WI 54115; RobillardT@AyresAssociates.com; 920.498.1200.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast office located in Green Bay, WI and will be completed by March 1, 2018. Deliver PROJECT DOCUMENTS to 1077 Centennial Centre Blvd., Hobart, WI, 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

For survey, environmental documentation, design reports, utility and agency coordination, right of way plat, preliminary and final design, and PS&E documents, actual costs to the CONSULTANT up to \$105,610.49 plus a fixed fee of \$6,849.32, not to exceed \$112,459.81.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

For subsurface investigation subcontracted to Professional Service Industries, Inc., the CONSULTANT'S actual cost paid to Professional Service Industries, Inc. not to exceed \$2,495.00 for a cost per unit subcontract based on a proposal dated September 25, 2015.

For title search subcontracted to Bay Title and Abstract, the CONSULTANT'S actual cost paid to Bay Title and Abstract not to exceed \$1,050.00 for a cost per unit subcontract based on a proposal dated June 5, 2015.

For archeological investigations subcontracted to UWM Cultural Resource Management, the CONSULTANT'S actual cost to UWM Cultural Resource Management based on UWM Cultural Resource Management's based on actual cost up to \$12,506.85.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$128,511.66.

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

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

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 9 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

By: _____

Title: Transportation Manager _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

Approved

By: _____

Governor, State of Wisconsin

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

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

VI. Attachment B. Special Provisions

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- h. "OCR" Office of Commissioner of Railroads.
- i. "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.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Pavement Report -

The CONSULTANT shall prepare a Pavement Design Report as set forth in the MANUAL and TRANS 400, Wisconsin Administrative Code. One copy of the report shall be submitted to the DEPARTMENT for approval.

(2) Request for Exceptions to Design Standards

The CONSULTANT shall prepare a request for exception(s) to design standards for angle parking along Broad Street, as set forth in the MANUAL. Three copies of the request shall be submitted to the DEPARTMENT for approval.

(3) Encroachment Report

The CONSULTANT shall prepare an encroachment report for the PROJECT, as directed by the MUNICIPALITY. Three copies of the request shall be submitted to the MUNICIPALITY for approval.

(4) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP), type 2
- b. Documentation for bike/pedestrian accommodations
- c. Stormwater Report and/or Stormwater Report spreadsheet

B. ENVIRONMENTAL DOCUMENTATION

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 Categorical Exclusion Checklist (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 DEPARTMENT 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 balanced 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 MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Historical and Archaeological Surveys and Studies:

- (a) The CONSULTANT shall identify the Area of Potential Effect for the PROJECT. The CONSULTANT shall conduct a reconnaissance survey following the procedures specified in the MANUAL. Upon completion of the archaeological and historical reconnaissance and evaluation studies, the results of the survey shall be submitted to

the Region Project Manager. For historical/architectural reconnaissance surveys, the CONSULTANT shall consult with SHPO, the historian and the Project Manager concerning recommendations. When archaeological reconnaissance studies indicate further work is needed, the CONSULTANT shall consult with the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies.

- (b) The CONSULTANT shall prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL. The CONSULTANT shall document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
- (c) The CONSULTANT shall conduct further study(ies), as specified in the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places.
- (d) The CONSULTANT shall prepare two Determination of Eligibility forms, for the First Congregational Church and Parsonage, and the Trinity Church and School that is recommended for consideration as eligible for inclusion in the National Register of Historic Places. CONSULTANT'S, preparing a Determination of Eligibility for a historic property shall prepare a Determination of Eligibility Form HP-02-10(06/01/94).
- (e) The CONSULTANT shall prepare documentation for the determination of no adverse effects.

(2) Hazardous Materials/Contamination Assessments

- (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
- (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies.
- (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

(3) Native American Coordination

- (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the MC with electronic copies sent to the CONSULTANT for filing.

C. AGENCY COORDINATION

(1) 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 request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be completed prior to the final PS&E submittal.

- (2) The CONSULTANT shall coordinate with US F&WS for potential impacts to the Northern Long Eared Bat (NLEB). For NLEB Coordination the CONSULTANT will follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indian Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition the CONSULTANT will follow the WisDOT "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process".

D. RAILROAD AND UTILITY COORDINATION

(1) Utility Negotiations/Agreements

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.

- (a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.
- (b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:
- i. Utility Status Report
 - 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 agreement documents, including any utility conveyances, lump sum agreement, and audit agreements.
 - vi. Approved Work Plans by LPA.

E. PUBLIC INVOLVEMENT

- (1) Informational Meetings:
 - (a) The CONSULTANT shall conduct one informational meeting to acquaint the public with the concepts and probable impacts of this PROJECT. The MUNICIPALITY will provide the mailing list and the CONSULTANT will mail the meeting invites.
 - (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting.
 - (c) The CONSULTANT shall prepare a summary report after the public information meeting.
 - (d) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
 - (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting and provide notices and press releases for the MUNICIPALITY'S use.
 - (f) The CONSULTANT shall provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - (g) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative.
 - (h) The CONSULTANT shall conduct two meetings with property owners and/or special interest groups along the project.

F. MEETINGS

- (1) The CONSULTANT shall hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) A 30% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held as directed by the MC.
- (3) A 60% Plan Review Meeting with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT'S representative.
- (4) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT'S representative.

- (5) The CONSULTANT shall attend two (2) field review meetings with MUNICIPALITY's staff.
- (6) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (7) Two (2) meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (8) The CONSULTANT shall conduct one (1) coordination meeting with utilities having facilities on the PROJECT.
- (9) The CONSULTANT shall present the 60% design plans to the City's Common Council.

G. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Winnebago County.
- (2) The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that two (2) 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.
- (3) The CONSULTANT shall 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 FDM.
- (4) The CONSULTANT 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.
- (5) 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 FDM 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.

H. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform four samples of the existing pavement structure, including base courses, in order to determine quantities and qualities of materials available for project needs.
- (2) 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.

- (3) The CONSULTANT shall backfill all boreholes and monitoring wells per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

I. ROAD PLANS

(1) Road plans shall consist of the following in accordance with the MANUALS:

- a) Title Sheet
- b) General Notes and Utility Contacts
- c) Typical Cross Sections
- d) Construction Details
- e) Plan Details with Pavement Grades
- f) Erosion Control Plan
- g) Storm Sewer Plan
- h) Traffic Control/Construction Staging Plan (Not including staged cross sections)
- i) Miscellaneous Quantities
- j) Plan and Profile Sheets
- k) Computer Earthwork Data Sheet
- l) Cross Section Sheets

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

J. PLATS

- (1) The CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL, for an anticipated 35 temporary limited easement parcels, and no fee title parcels.
- (2) The CONSULTANT shall provide right of way descriptions for all 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 or quarter section corners. The CONSULTANT shall submit the legal descriptions on a hard copy and as an electronic e-mail file to the MANAGEMENT CONSULTANT.
- (3) The CONSULTANT shall prepare the descriptions in line item format and provide an electronic copy to the MUNICIPALITY.

- (4) 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.
- (5) 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.
- (6) 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.
- (7) The CONSULTANT shall provide a last deed of record for up to 35 parcels, including a cover page showing tax parcel number, property address's, owners names and mailing address with attachments of the tax printout and acquisition deed.

K. TRAFFIC

- (1) The CONSULTANT shall collect peak hour traffic counts from 7 to 9 am and 3 to 6 pm. The counts will only collect motorized vehicular movements. Bicycles and pedestrian movements will also be collected as a part of this effort. The traffic count will be summarized to identify peak hours and other flow characteristics at the following locations:
 - a. Broad Street and Milwaukee Street intersection

L. SERVICES PROVIDED BY THE DEPARTMENT

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

1. Traffic Projections for the project.

M. SERVICES PROVIDED BY THE MUNICIPALITY

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

1. Existing right-of-way plats if available.
2. Existing City system maps (sanitary and storm sewer)
3. Mailing list for Public Involvement meeting

N. PROSECUTION AND PROGRESS

- (1) The CONSULTANT 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 DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on

any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.

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

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineering.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

- (3) The CONSULTANT proposes to sublet services to Professional Service Industries, Inc., Bay Title and Abstract, and UWM – Cultural Resource Management.
- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by April 1, 2016.

	(Date)
OPM	July 1, 2016
30% Plan, Estimate & Road Builder's Quantities Submittal	Sept 1, 2016
Public Information Meeting	Nov 1, 2016
Section 106 Submittal	Sept 1, 2016
Section 106 Approval	Nov 1, 2016
Environmental Document Submittal	Dec 1, 2016
60% Plan, Estimate & Road Builder's Quantities Submittal	Mar 1, 2017
Soils Report Submittal	Sept 1, 2016
Pavement Design Report Submittal	Nov 1, 2016
Exceptions to Standards Report	Dec 1, 2016
Traffic Management Plan Submittal	Mar 1, 2017
Design Study Report Submittal	April 1, 2017
Slope Intercepts & Preliminary Plat	Mar 1, 2017
Right-Of-Way Plat(s)	April 1, 2017
Right-Of-Way Descriptions	May 1, 2017
Approved Relocation Order	May 1, 2017
90% Plan, Estimate & Road Builder's Quantities Submittal	Dec. 1, 2017
Final P.S. & E Submittal for Shelf	Feb 1, 2018

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimates to the MC.

CONSULTANT DIRECT LABOR RATES

Broad Street, City of Menasha
 1900 Street to Racine Street
 Local Street
 Winnebago County

Contract Start Date: 4/1/2018
 Contract Complete Date: 3/1/2018

Revised: 05/12/15

Employee Identification	Classification	Current Rate	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate	Date of Increase
Emp. No. 02008	Project Manager	\$ 52.78	1.70%	\$ 53.69	1/1/17	1.70%	\$ 54.59	1/1/18
Avg. Selected Individuals	Engineer 2	38.58	1.70%	39.24	1/1/17	1.70%	39.80	1/1/18
Emp. No. 02777	Engineer 1	31.39	1.70%	31.82	1/1/17	1.70%	32.47	1/1/18
Emp. No. 00480	Technician 3	34.85	1.70%	35.14	1/1/17	1.70%	35.73	1/1/18
Emp. No. 02633	Technician 2	29.50	1.70%	30.00	1/1/17	1.70%	30.51	1/1/18
Emp. No. 02309	Surveyor	34.75	1.70%	35.34	1/1/17	1.70%	35.84	1/1/18
Emp. No. 02088	Clerical	21.35	1.70%	21.71	1/1/17	1.70%	22.08	1/1/18
Emp. No. 02883	Traffic Specialist	52.27	1.70%	53.16	1/1/17	1.70%	54.06	1/1/18
		-	1.70%	-	1/1/17	1.70%	-	1/1/18
		-	1.70%	-	1/1/17	1.70%	-	1/1/18
		-	1.70%	-	1/1/17	1.70%	-	1/1/18

Employee Identification	Classification	% Work at 12/18 to 12/18 Rate	% Work at 01/17 to 12/17 Rate	% Work at 01/18 to 12/18 Rate	Weighted Average Hourly Rate
Emp. No. 02009	Project Manager	39.24%	62.31%	8.45%	\$ 53.40
Avg. Selected Individuals	Engineer 2	38.24%	52.31%	8.45%	39.03
Emp. No. 02777	Engineer 1	38.24%	52.31%	8.45%	31.78
Emp. No. 00480	Technician 3	39.24%	52.31%	8.45%	34.68
Emp. No. 02633	Technician 2	39.24%	52.31%	8.45%	29.82
Emp. No. 02309	Surveyor	39.24%	52.31%	8.45%	35.10
Emp. No. 02088	Clerical	39.24%	52.31%	8.45%	21.80
Emp. No. 02883	Traffic Specialist	39.24%	52.31%	8.45%	52.89
		39.24%	52.31%	8.45%	-
		39.24%	52.31%	8.45%	-

DIRECT EXPENSES BY ITEM

Broad Street, City of Menasha
 Tayco Street to Racine Street
 Local Street
 Winnebago County

Revised: 05/12/15

Item	Unit Amount	Unit Type	Rate	Total Expenses
Employee Vehicle Mileage	1,010	Mile	\$ 0.540	\$ 545.40
Company Vehicle Mileage	530	Mile	0.89	471.70
Meals Breakfast	-	Each	7.00	-
Meals Lunch	-	Each	11.00	-
Meals Dinner	-	Each	23.00	-
Lodging	-	Each	77.00	-
Boat/Motor/Trailer	-	Day	164.80	-
Nuclear Density	-	Day	70.60	-
Traffic Counter	1	Day	30.50	30.50
	-		-	-
GPS	2	Day	73.30	146.60
Total Station (Robotic)	4	Day	110.00	440.00
Field Supplies, (see breakdown below)	71	\$s	1.00	71.21
				-
				-
TOTAL DIRECT EXPENSES				\$ 1,705.41

Breakdown of Field Supplies:

Survey	Unit Cost		Quantity	Total
Item				
Iron Pipes	2.65	Each	5	13.25
Paint	4.54	Each	1	4.54
Lath	16.4	Bundle		0
Plastic Cap	0.5	Each	5	2.5
RR Spikes	0.3	Each	5	1.5
Ribbon	1.47	Each		0
Large Field Book	9.76	Each	1	9.76
Total:				31.55

Right of Way Plat	Unit Cost		Quantity	Total
Item				
Iron Pipes	2.65	Each	5	13.25
Paint	4.54	Each	1	4.54
Lath	16.4	Bundle	1	16.4
Plastic Cap	0.5	Each	5	2.5
RR Spikes	0.3	Each	5	1.5
Ribbon	1.47	Each	1	1.47
Large Field Book	9.76	Each		0
Total:				39.66

Project Total 71.21

SUBCONSULTANT SUMMARY

Broad Street, City of Menasha
 Tayco Street to Racine Street
 Local Street
 Winnebago County

Revised: 05/12/15

Sub Number	Name	Task	Basis of Payment	Total Contract Amount	DBE (Y/N)
1	PSI	Soil Borings	LS	\$ 2,495.00	n
2	UWM-CRM	Historical Survey	ACPFF	12,506.85	n
3	Bay Title & Abstract	Last Deed of Records	UC	1,050.00	n
4					
5					
6					
7					
8					
9					
10					
Total				\$ 16,051.85	

FEE COMPUTATION BY ENGINEERING TASK

Broad Street, City of Menasha
 Tayco Street to Racine Street
 Local Street
 Winnebago County

Revised: 05/12/15

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee / Profit	TOTAL
Administration	740	1,255.60	2,315.83	-	235.43	3,806.85
Reports	748	4,241.96	7,823.87	-	795.37	12,861.20
Environmental	767	2,578.16	4,755.16	-	483.41	7,816.72
Agency, Utility & Railroad	746	2,854.00	5,263.92	-	535.13	8,653.04
Public Involvement	743	1,414.92	2,609.68	-	265.30	4,289.90
Survey	729	2,739.60	5,052.92	835.35	513.68	9,141.54
Soils Investigation	644	106.80	196.98	-	20.03	323.81
Preliminary Roadway	741	6,581.52	12,138.96	-	1,234.04	19,954.51
Preliminary Structure	1001	-	-	-	-	-
Final Roadway	742	6,239.12	11,507.43	-	1,169.84	18,916.39
Final Structure	1002	-	-	-	-	-
P S & E	794	2,946.16	5,433.90	-	552.41	8,932.46
Right-of-Way	745	2,905.50	5,358.90	294.16	544.78	9,103.35
Meetings & Conferences	747	1,892.40	3,490.34	351.00	354.83	6,088.57
Management of Subconsultants	773	-	-	-	-	-
Real Estate	267	-	-	-	-	-
Traffic	785	773.96	1,427.49	224.90	145.12	2,571.47
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
TOTALS		36,529.70	67,375.38	1,705.41	6,849.32	112,459.81

Indirect Home Office Rate 184.44%
Fixed Fee: 7.50%

Fixed Fee calculated based on Standard 150% overhead rate.

AYRES ASSOCIATES
 www.AyresAssociates.com

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

Broad Street, City of Menasha
 Tayco Street to Racine Street
 Local Street
 Winnebago County

05/12/15

	Project I.D. 4992-00-55	Project I.D. XXXX-XX-XX	TOTAL CONTRACT
Number of Staff Hours	1,032		1,032
Total Direct Labor	\$ 36,529.70		\$ 36,529.70
Indirect Home Office Rate 184.44%	67,375.38		67,375.38
Fixed Fee (% of Labor * 2.5) 7.5%	6,849.32		6,849.32
Non-Labor Direct Charges	1,705.41		1,705.41
Sub-Total Ayres Associates	\$ 112,459.81		\$ 112,459.81
PSI	\$ 2,495.00		\$ 2,495.00
UWM-CRM	12,506.85		12,506.85
Bay Title & Abstract	1,050.00		1,050.00
	-		-
	-		-
Sub-Total Subconsultants	\$ 16,051.85	\$ -	\$ 16,051.85
Total	\$ 128,511.66	\$ -	\$ 128,511.66

Troy Robillard
Ayres Associates
3376 Packerland Drive
Ashwaubenon, WI 54115

September 25, 2015

RE: UWM-CRM 2015-270
Section 106: Architectural/Historical Investigations
Broad Street
City of Menasha
Tayco Street to Racine Street
Winnebago County
WisDOT Project ID 4992-00-55/58

Dear Mr. Robillard,

The Board of Regents of the University of Wisconsin System through the Cultural Resource Management services (Department of Anthropology) at the University of Wisconsin-Milwaukee (UWM) proposes to provide architectural/historical investigations for the above referenced project.

The methods and techniques used during the study will follow those standard promulgated in the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* and the *Architecture-History Survey Manual*. The use of these documents as guides for historic preservation planning is endorsed by the Wisconsin State Historic Preservation Office (SHPO).

Costs

The attached cost proposal includes projected salaries, travel expenses and supply costs associated with the proposed level of field work and reporting. In addition, UWM requires each funded project to recover the costs of personnel related expenses under the heading of Fringe Benefits. The cost of physical plant maintenance and contract administration are recovered under the heading of Indirect Costs. UWM-CRM does not charge profit on funded projects. The cost assumes no more than 25 properties will require survey. Determination of Eligibility Forms are included for two properties and one Determination of No Adverse Effect is included in the scope and cost.

The cost for this work is \$12,506.85.

As always, if there are questions or concerns regarding the scope of work, or to further discuss the project, please do not hesitate to contact me at (414) 229-3078 or at haasjr@uwm.edu.

Sincerely,



Jennifer R. Haas, M.A.
Principal Investigator

University of Wisconsin-Milwaukee
Cultural Resource Management

BUDGET ESTIMATE 2015-270

Section 106: Architecture/History Investigations
Broad Street, City of Menasha
Tayco Street to Racine Street
Winnebago County
WisDOT Project ID 4992-00-55/58
June 2015

DIRECT COSTS

A: SALARIES & WAGES

TASK	PERSONNEL											
	Senior				LTE				Students			
	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$
Coordination & Administration	Principal Inv.	28.9	2	\$57.80				\$0.00				\$0.00
	Archaeologist	20.2		\$0.00	Res. Assoc		17	\$0.00				
	Arch Hist.	20.2		\$0.00								
History Survey & Report	Principal Inv.	28.9		\$0.00	Tech 1		17	\$680.00	Supvrs 1			\$0.00
	Arch Hist.	20.2	72	\$1,454.40				\$0.00	Supvrs 2			\$0.00
Preparation of 2 DOE Forms	Principal Inv.	28.9	2	\$57.80	GIS Tech		17	\$136.00	Supvrs 1			\$0.00
	Arch Hist.	20.2	88	\$1,777.60	Tech 2		15	\$0.00	Tech 2			\$0.00
				\$0.00	Tech 3			\$0.00	Tech 3			\$0.00
				\$0.00				\$0.00				\$0.00
Preparation of a DNAE	Principal Inv.	28.9	16	\$462.40	Supvrs 1			\$0.00	Supvrs 1			\$0.00
	Arch. Hist.	20.2	40	\$808.00	Supvrs 2			\$0.00	Supvrs 2			\$0.00
				\$0.00	GIS Tech		17	\$136.00	Tech 1			\$0.00
				\$0.00	Tech 2			\$0.00	Tech 2			\$0.00
				\$0.00	Tech 3			\$0.00	Tech 3			\$0.00

SUBTOTAL LABOR\$ \$4,618 \$952 \$0.00

TOTAL LABOR\$ \$5,570.00

B: FRINGE BENEFITS

37% of Senior Personnel \$1,708.66
 16.4% of LTE Personnel \$156.13
 2.4% of Student Personnel \$0.00

TOTAL FRINGE BENEFITS \$1,864.79

C: SUPPLIES & EXPENSES

Supplies \$25.00
 Meals 4 person day @\$38/day \$76.00
 Lodging 4 person day @\$70/day \$280.00
 Vehicle Rental & Gasoline \$550.00

TOTAL SUPPLIES \$931.00

D: TOTAL DIRECT COSTS (A + B + C) \$8,365.79

E: INDIRECT COSTS (D X .495) \$4,141.07

TOTAL PROJECT COSTS (D + E) \$12,506.85

September 25, 2015

Ayres Associates
3376 Packerland Drive
Ashwaubenon, Wisconsin 54115

Attn: Mr. Troy Robillard, P.E.

Re: Proposal for Geotechnical Exploration
Proposed Broad Street Reconstruction
City of Menasha, Wisconsin
PSI Proposal No.: PO-0094-153674-R

Dear Mr. Robillard,

In accordance with your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to provide geotechnical engineering services for the referenced project. Based on the information provided, a brief description of our understanding of the project and a discussion of the scope of services to be provided are included in the following paragraphs.

PROJECT UNDERSTANDING

Based on the information provided, it is understood that the project will consist of street reconstruction along Broad Street between Tayco Street and Racine Street in the City of Menasha, Wisconsin.

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

FEES

It is proposed that the fee for performance of the outlined scope of services be charged on a unit rate basis. Based on the scope of services outlined above, the total fee for the geotechnical services will be \$2,495.00.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. This fee is based on adequate bearing materials being encountered with the proposed boring depths. Should conditions be encountered which require deepening borings or additional investigation, PSI will notify you to discuss modifying the outlined scope of work. Additional work beyond the lump sum fee will not be performed without your prior authorization.

Proposed Broad Street Reconstruction
City of Menasha, Wisconsin
PSI Proposal No.: PO-0094-153674-R
September 25, 2015
Page 2

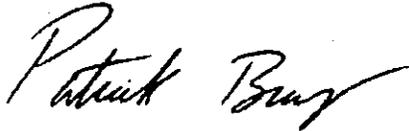
AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return on copy of this proposal intact to PSI's office. PSI will proceed with the work upon receipt of authorization.

PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if PSI can be of additional service.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Patrick Bray
Branch Manager



Matthew A. Henderson, P.E.
Vice President

Attachments: Proposal Acceptance
 Estimate Worksheet
 General Conditions

GEOTECHNICAL EXPLORATION - ESTIMATE WORKSHEET

Client Name: Ayres Associates
Project Name: Proposed Broad Street Reconstruction
Project Location: City of Menasha, Wisconsin

Date: September 25, 2015
Proposal No.: 0094-153674-R

<u>FIELD EXPLORATION SERVICES</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
1. Mobilization of crew and equipment	1 Lump	\$350.00	\$350.00
2. Drilling support vehicle	1 Day(s)	\$85.00	\$85.00
3. Project coordination and public utility clearance	1 Lump	\$85.00	\$85.00
4. Soil drilling with split-spoon sampling at 2-foot intervals :			
0 to 25 feet	40 Feet	\$12.00	\$480.00
5. Bentonite chips for borehole abandonment	40 Feet	\$1.50	\$60.00
6. Asphalt Cold Patch	4 Each	\$10.00	\$40.00
7. Boring Layout and Elevations	1 Hour(s)	\$100.00	\$100.00
8. Rental of Road Signs	1 Day(s)	\$125.00	\$125.00
	Subtotal for Field Services:		\$1,325.00

LABORATORY TESTING SERVICES

1. Visual engineering classification of soil samples; moisture content determination, and unconfined compressive strength estimates on select cohesive samples.	20 Each	\$13.50	<u>\$270.00</u>
	Subtotal for Laboratory Services:		\$270.00

ENGINEERING SERVICES FOR EVALUATION AND REPORT

1. Project engineer for project coordination and report	1 Lump Sum	\$900.00	<u>\$900.00</u>
	(Based on 9 hours at \$100 per hour)		
	Subtotal for Engineering Services:		\$900.00

TOTAL ESTIMATED FEE: \$2,495.00

Project Scope: Drill and sample four (4) soil test borings each to a depth of 10 feet below ground surface, or to auger refusal, whichever occurs first. A total of 40 lineal feet of drilling is proposed. Representative soil samples will be obtained at 2 foot intervals. PSI will contact Diggers Hotline for public utility clearance.



June 5, 2015

Ayres Associates
Attn: Ryan M. Beltrand, PLS
3376 Packerland Drive
Ashwaubenon, WI 54115

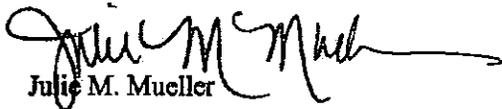
RE: City of Menasha, Winnebago County
Broad Street – Tayco Street to Racine Street

Dear Ryan,

We will be able to provide you with the last deed of record for 35 parcels located on Broad Street lying between Tayco Street and Racine Street in Winnebago County at a cost of \$30.00 per parcel for a total of \$1,050.00. This cost would include a Cover Page showing Tax Parcel Number, Property Address, Owners Names and mailing address with attachments of the tax printout and acquisition deed.

If you have any questions, please feel free to call. My direct line is (920)431-3726. We look forward to doing business with you.

Sincerely,


Julie M. Mueller