

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Columbus (MUNICIPALITY)

AND Fehr Graham Engineering & Environmental, LLC. (CONSULTANT) FOR

6217-01-02

City of Columbus, Tower Drive

(Faith Drive to CTH K)

LOC STR, Columbia County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in *The Request for Qualifications issued on November 7, 2023 for professional roadway design services for a STP-Urban Pavement Replacement funded project*. 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: Della Koenig, Local Program Project Manager—Design, Wisconsin Department of Transportation, Southwest Region Office, 2101 Wright Street, Madison, WI 53704, [della.koenig@dot.wi.gov](mailto:della.koenig@dot.wi.gov), 608-246-7963.

The MUNICIPALITY REPRESENTATIVE is: Matt Amundson, Interim City Administrator, City of Columbus, 105 N. Dickason Blvd, Columbus, WI 53925, [cityadministrator@columbuswi.gov](mailto:cityadministrator@columbuswi.gov), 920-623-6058.

The CONSULTANT REPRESENTATIVE is: Jesse Duff, Project Manager, Fehr Graham Engineering & Environmental, 1107 16<sup>th</sup> Avenue, Monroe, WI, 53566, [jduff@fehrgraham.com](mailto:jduff@fehrgraham.com), 608-329-6400.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Southwest Region office located in Madison, WI and will be completed by the May 30<sup>th</sup>, 2026. Deliver PROJECT DOCUMENTS to Wisconsin Department of Transportation, Southwest Region Office, 2101 Wright Street, Madison, WI 53704, 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

(1) For *professional roadway design services*, actual costs to the CONSULTANT up to \$135,598.43 plus a fixed fee of \$11,498.49, not to exceed \$147,096.92.

(2) For *drilling, geotechnical testing, and geotechnical engineering services*, subcontracted to CGC, Inc., the CONSULTANT'S actual cost to CGC, Inc. not to exceed \$3,400.00 for units delivered based on rates in the table below.

### THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Drill Rig Mobilization	1	EA	\$700.00	\$700.00
5-ft Pavement Boring	4	EA	\$185.00	\$740.00
Asphalt Patch	4	EA	\$45.00	\$180.00
Road Signs for Control	1	EA	\$170.00	\$170.00
Laboratory Testing	1	EA	\$110.00	\$110.00
Geotechnical Report	1	EA	\$1,500.00	\$1,500.00

(3) For *wetland delineation services*, subcontracted to *NES Ecological Services*, the CONSULTANT'S actual cost to *NES Ecological Services* based on a lump sum of \$5,100.00.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$155,596.92.

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 October 18, 2023 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 7 pages.

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

For the CONSULTANT

For the DEPARTMENT

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

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

Noah Carmichael, PE

Contract Manager, WisDOT

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

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

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

For the MUNICIPALITY

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

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

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

## **VI. SPECIAL PROVISIONS**

### **SCOPE OF SERVICES**

#### **A. DESIGN REPORTS**

(1) Encroachment Report

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

(2) Other Reports:

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

(a) Design Study Report

(b) Transportation Management Plan (TMP)

Prepare a Type 2 TMP for the project for inclusion in the Design Study Report. The following assumptions are made for maintaining traffic during construction.

1. Prepare a TMP approval form for a 60% review and 90% review and address comments.

2. Delay analysis, mitigation, coordination for mitigation and exceptions to work zone policy reports are not included in the CONTRACT.

(c) Pavement Report:

Prepare the flexible design calculations and incorporate them with comment into the Design Study Report.

(d) Traffic Forecasting:

Prepare traffic forecasting for flexible pavement design based on traffic counts provided by the MUNICIPALITY.

#### **B. ENVIRONMENTAL DOCUMENTATION**

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

Prepare a Categorical Exclusion Checklist (CEC) for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY 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) Historical and Archaeological Surveys and Studies:

- (a) The CONSULTANT shall follow the procedures set forth in the MANUAL for the Section 106 Process, Screening, to confirm whether this PROJECT meets the requirements for the Environmental Services Section "Screening List". The CONSULTANT shall notify the DEPARTMENT if any changes to the "Screening List" are required
- (c) The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map for the DEPARTMENT'S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of this PROJECT.

(2) Hazardous Materials/Contamination Assessments

- (a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
- (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) 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. Dispose of investigative waste in accordance with the MANUAL.

(3) Wetland Investigations:

Perform wetland investigation by reviewing existing site information utilizing U.S. Geological Survey topographic maps, Wisconsin Department of Natural Resources Wetland Inventory Maps, aerial photographs and Soil Survey of Columbia County, Wisconsin.

Conduct an onsite wetland delineation according to the routine wetland delineation method within the project limits of the area, defined as the section of Tower Drive and its associated right-of-way from Faith Drive to Hamilton Street.

Prepare a Wetland Determination/Delineation Report documenting the results of the wetland field work. The wetland report will include all components of the WisDOT Wetland Delineation Report Checklist.

## **C. AGENCY COORDINATION**

(1) US Fish and Wildlife Service (USFWS)

Prepare and send coordination to USFWS requesting review and comment on the project and the project's potential for impacts to threatened or endangered species in accordance with the MANUAL. Forms related to the Section 7 process will be completed with species and field study information as completed by others. Biological, species, or habitat field review is not included in the CONTRACT.

(2) Coordinate with the following agencies according to the MANUAL:

Department of Natural Resources

## **D. UTILITY INVOLVEMENTS**

(1) Utility Coordination

The CONSULTANT/MUNICIPALITY to perform all utility coordination in accordance with requirements for non-TRANS 220 project provided in:

- (a) The MANUAL
- (b) The WisDOT "Guide to Utility Coordination"
- (c) The "Local Project Utility Coordination Task List for Design Consultant Contracts."

(2) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non-TRANS 220 projects.

- (d) This CONSULTANT will not be required to prepare design calculations and plan information for sanitary sewer and water mainline improvements, as those already exist within the project area.
- (e) The CONSULTANT will be required to coordinate with other consultants and utility agencies for the probable relocations or improvements being performed by others.

(3) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(4) THE CONSULTANT will 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 MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY 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 MUNICIPALITY in holding a maximum of one (1) 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 MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
  - (e) The MUNICIPALITY shall make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for publication. The CONSULTANT shall notify all adjacent and affected property owners.
  - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
  - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

## **F. MEETINGS**

- (1) Attend or hold an Operational Planning Meeting with Utilities and DNR to discuss the organization and processing of the Services under this CONTRACT.
- (2) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (3) Attend the pre-construction conference as scheduled by the DEPARTMENT.
- (4) Two (2) meetings shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.

## **G. SURVEYS**

- (1) 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.

- (2) 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.
- (3) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY 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.

## **H. SOILS AND SUBSURFACE INVESTIGATIONS**

- (1) Perform four Standard Penetration Test (SPT) soil borings to 5 feet each, in the existing roadway pavement. Pavement cores will be collected from the borings performed in the pavement area.
- (2) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992 guidelines titled "Wisconsin Department of Transportation Geotechnical Unit -Drilled Borehole and Monitoring Well Abandonment Procedures".

Record final borehole location; station and referenced offset and elevation. CONSULTANT shall provide final boring location GPS coordinates and provide a Google Earth image of project site showing coordinate correct as-drilled boring locations.

- (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.

## **I. ROAD PLANS**

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:
  - (a) Title Sheet
  - (b) Typical Cross Sections and General Notes
  - (c) Special Details including curb ramp details
  - (d) List of Standard Detail Drawings
  - (e) Engineering Estimate
  - (f) Miscellaneous Quantities
  - (g) Plan and Profile Sheets
  - (h) Computer Earthwork and Mass Diagrams
  - (i) Cross Sections
  - (j) Traffic Control Plan
  - (k) Project Overview Map
  - (l) Marking and Signing Plans
  - (m) Erosion Control Plan

## **J. PLATS**

- (1) Prepare Right-of-Way Plat in accordance with the MANUAL.
- (2) The MUNICIPALITY shall provide to the CONSULTANT title commitments when the preliminary Right-of-Way Plat is submitted to the DEPARTMENT. The CONSULTANT will review all title commitments, update name changes, utility easements and other documents of record and update the Right-of-Way Plat when the Final Right-of-Way Plat is delivered to the DEPARTMENT. Title searches will be paid for as a direct expense to the project.
- (3) A right of way description shall be provided 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 on a USB memory stick or an electronic e-mail file to the MUNICIPALITY.
- (4) The CONSULTANT shall prepare the descriptions in line-item format using IBM compatible Microsoft Word software and provide an electronic copy to the DEPARTMENT and MUNICIPALITY.
- (5) Field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (6) Monument the new and existing right of way boundaries in accordance with the procedures outlined in the MANUAL.
- (7) Prepare an Acquisition Stage Relocation Plan in accordance with the procedures as set forth in the MANUAL.
- (8) 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. A USB memory stick or electronic e-mail file with point numbers in SDMS format, in ground coordinates, is to be provided to the MUNICIPALITY.
- (9) 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.
- (10) Submit the Right-of-Way Plat electronically in accordance with the MANUAL to be reproduced by the MUNICIPALITY for each relocation order or when requested by the MUNICIPALITY.



## **K. SERVICES PROVIDED BY THE MUNICIPALITY**

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

1. As-built record drawings as available.
2. Traffic Counts.

## **PROSECUTION AND PROGRESS**

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S 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 DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to
  - (a) Drilling, geotechnical testing and analysis to CGC, Inc.
  - (b) Wetland investigation and delineation to NES Ecological Services.
- (3) 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 October 15, 2024.

Report Title	Date
Initial Project Review	10/22/2024
Pavement Design Report	11/15/2024
Preliminary Road Plan	11/30/2024
Slope Intercepts & Preliminary Plat	12/15/2024
Environmental Document	12/31/2025
Design Study Report	1/15/2025
Right-Of-Way Plat	2/15/2025
Right-Of-Way Descriptions	2/15/2025
Acquisition Stage Relocation Plan	3/1/2025
Final Road Plans	4/1/2025
Final P.S. & E.	5/25/2025