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April 16, 2026

Barry N. Hottmann, Mayor
City of Dodgeville
410 E Leffler St
Dodgeville, WI 53533

Re: Agreement Amendment No. 1
TID No. 3 – Bennet Rd & USH 18 – Dodgeville, WI

Dear Barry:

We propose to amend our current Agreement (dated December 3rd, 2024) for engineering consulting services for the TID No. 3 – Bennet Rd and USH 18 Infrastructure project to include the additional services requested. The following services shall be provided:

I. PROJECT UNDERSTANDING:

A. **Development Agreement:** The following describes the breakdown of responsibilities of City and Private Developer:

1. **City Scope:**

- a) **Demolition** - design and coordination, removing existing concrete, asphalt, sanitary sewer, utility poles, gas, and electric
- b) **Public Infrastructure** - Frontage Road- design and coordination of improvements within the proposed frontage road as shown on Exhibit A. This includes grading, curb & gutter, base course, hot mix asphalt, storm sewer, watermain, and water service to the edge of the right of way.
- c) **Private Sanitary Laterals** - Relocation of existing sanitary lateral and new sanitary lateral install to within 5 feet of Pizza Ranch Building. The location of the sanitary lateral shall be provided by the developer.
- d) **Rough grading** – Providing rough grading for the Pizza Ranch site (Lot 1) with excavation from the Frontage Road. It is anticipated the rough grading will be within +/-2 inches of the proposed subgrade and building pad elevations provide by the developer.
- e) **Lot Division** – Create a Certified Survey Map (CSM) to create the frontage road Right of Way, Oulot 1, Lot 1, and Lot 2. The developer shall provide the proposed lot size for Lot 1.
- f) **Wetland Delineation** – Complete an updated wetland delineation for the site and area immediately adjacent to the development.

2. **Developer Scope:**

- a) **Parking lot improvements** – Finish Grading in preparation of base aggregate, base aggregate, curb and gutter, sidewalk, pavement, landscaping, lighting, storm sewer, signage, and trash enclosure.

- b) **Sanitary Lateral and Water Service** – Sanitary Lateral within 5' of the building and water from the frontage road right of way to the building.. This also includes a grease interceptor for the restaurant.
- c) **Stormwater Managment** – Onsite management for the site and street extension.
- d) **Geotechnical Analysis** – Soil borings and/or test pits required for the building design and stormwater management.
- e) **Dry Utilities-** Gas, electric, fiber extensions.

II. SCOPE OF ADDITIONAL SERVICES:

A. Task 1 - Certified Survey Map (CSM): The Consultant shall prepare a CSM for the Client. The CSM shall conform to the requirements of Chapter 236.34 of the Wisconsin Statutes and the City of Dodgeville Ordinances. This work shall include:

1. Conducting survey record research to include locating surveys that may have been previously completed in the vicinity of the proposed CSM to aid in the preparation of the current CSM;
2. Recovering and locating required public land corners to include obtaining survey coordinates of existing section corner and quarter corner monumentation;
3. Recovering existing parcel corners to include obtaining survey coordinates on existing parcel monumentation adjacent to the CSM;
4. Setting new lot corners to represent the location boundary of the lots created by the CSM;
5. Field surveying the location of the existing buildings, structures, drives, and parking areas located on the subject parcel;
6. Incorporating easements and other encumbrances as referenced in the title work provided by the Client shall be depicted to the extent feasible;
7. Preparing required submittal materials for the City of Dodgeville; preparing the final CSM for recording (surveyor's, mortgagee, local approval authority, and owner's certificates, approval, and recording certificates must be created);
8. Circulating the final CSM for the execution of necessary certificates;
9. Submitting the final, signed, and executed CSM to the County Register of Deeds for recording.

The deliverables include one paper copy of the CSM, placement of lot corners, and a completed copy of the land division application. Client shall review and approve the checklist and applications prior to submittal to the Municipality. All fees for the CSM or any other governmental submittal or review shall be the responsibility of the Client.

B. Task 2 – Design Phase

1. Conduct a kick-off meeting with the Client to review project requirements, overall concept plan, and design considerations.

2. Coordinate with subconsultant to complete wetland delineation.
3. A topographic survey was completed in 2024 as part of the Preliminary Site Assessment. Update the existing topographic survey as necessary to verify all current improvements on site.
4. Prepare a base map of the existing conditions for use in the design of the improvements.
5. Update the concept plan to complete 60% design plans for the desired street and utility improvements. The 60% design shall be used to identify any additional design challenges or limiting features affecting the design. The 60% design shall be shared with Client Staff to review prior to preparing the final design. This scope includes up to one design phase meetings with Client Staff as necessary.
6. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.
7. Prepare final plans of the proposed improvements. Final plans shall include:
 - a) Title Sheet
 - b) Typical Sections and General Notes
 - c) Existing Conditions
 - d) Legend and Contact Information
 - e) Demolition Plan
 - f) Plan and Profile Sheets
 - g) Utility Plan and Profile Sheets
 - h) Erosion Control Plan
 - i) Construction Details per City and/or Regulatory Standards
8. Prepare project bidding documents.
9. Update the Opinion of Probable Cost to reflect the final design and bid quantities.
10. Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:
 - a) WDNR Water Main Extension
 - b) WDNR Notice of Intent (Per NR 151.24(3))
 - c) WisDOT Work in Right-of-Way

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

C. Task 3 – Bidding Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.

2. Attend a virtual bid opening and prepare a tabulation of the bids received.
3. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
4. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

D. Task 4 – Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.
2. Construction Staking:
 - a) Staking: Consultant shall provide one-time horizontal and vertical staking consisting of the following:
 - (1) Watermain: Consultant shall provide horizontal and vertical locations for the watermain along the alignment. Staking shall include one trip and shall include bends, valves, hydrants, and offsets at 100' intervals.
 - (2) Storm Sewer: Storm sewer shall be staked including offsets at structures and at intervals of approximately 100' along pipe runs. Stakes shall indicate an offset distance to the pipe and include a cut/fill to the pipe flow line. This work assumes 4 trips to stake the storm sewer.
 - (3) Laterals: Sewer and water laterals shall be staked including offsets to the lateral ends with offset distances to lateral ends and curb stops.
 - (4) Subgrade Staking: The subgrade elevation (for streets) shall be staked at 50' intervals along the alignment of the roadway. The offsets shall include a distance to the centerline and a cut/fill to the subgrade elevation.
 - (5) Lot 1 Rough Grading: The subgrade elevation (parking lots and driveways) shall be staked in a grid pattern over the parking areas at intervals not to exceed 100'. A cut/fill shall be provided to the subgrade elevation.
 - (6) Curb & Gutter: Curb & Gutter staking shall consist of offsets along the curb alignment. Offsets shall be at 25' intervals located 2'-3' behind the back of curb. Cut/fill elevations shall be provided to the finished elevation of the top of curb.
 - (7) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.

- (8) Staking shall be completed at the request of Client provided a minimum of 48 hours notice is given.
 - (9) Staking assumes that the ground elevation shall be within 1-foot of the finished sub-grade elevation for each item to be staked and the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.
 - (10) This contract assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.
3. Review contractor submitted pay applications and recommend action to the Client.
 4. Coordinate with WEDC regarding reimbursement of Idle Sites Grant.
 5. Review and make recommendations on contractor-requested change orders.
 6. Provide general project management and coordination throughout construction.
 7. Upon completion of the work, Consultant shall compile for, and deliver to, City of Dodgeville a set of record documents conforming to information furnished to Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

E. Task 5 – Construction Observation

1. Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site on a part-time basis during construction. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor.
2. Provide weekly project summaries to Client Staff for distribution to Client Officials and affected businesses and residents. Weekly summaries shall include brief descriptions of work completed during the preceding week and planned activities for the upcoming week.
3. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the “Services Not Provided as Part of This Contract” section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Traffic counts or analysis to determine geometric design negotiations for property rights acquisitions or special assessments.
- B. Wetland Delineation (Coordinated with SubConsultant)

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Record drawings within the project limits to the extent they exist.
- B. Existing soil conditions within the project limits.
- C. Limits of sanitary sewer replacement.
- D. Input as to the desired typical section.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

Activity	Date
A. Award of Civil Design Contract	April 21, 2026
B. Field Data Collection	April, 2026
C. Preliminary Design	May, 2026
D. Final Plans, Bidding Documents & Regulatory Submittals	May, 2026
E. Bid Process	May/June 2026
F. Contract Award	June, 2026
G. Construction Start	July, 2026
H. Construction Complete	September, 2026

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Appropriate submittals to WDNR and the Client for water system and sanitary sewer system improvements.
- B. NOI submittal (Per NR 151).
- C. Engineer's Opinion of Probable Cost prior to bidding.
- D. Bid tabulation.
- E. Copies of plans and specifications for bidding.
- F. Computerized (Microsoft Word, Excel, AutoCAD compatible) copy of plans, contract volume, cost estimate, bid tabulation, and record drawings. Records to include PDFs of each plan sheet and construction photographs of utility connections and service laterals.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Logan Hansen, Project Manager. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Logan Hansen.

The Client designates Dylan Wadzinski as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

A.	Original Agreement	\$14,400
B.	Agreement Amendment No. 1	
1.	<u>Task 1</u> : Certified Survey Map (Fixed Fee).....	\$4,800
2.	Task 2: Design Phase (Fixed Fee)	\$25,800
3.	<u>Task 3</u> : Bidding Phase (Fixed Fee).....	\$5,400
4.	<u>Task 4</u> : Contract Administration (Fixed Fee)	\$6,250
5.	<u>Task 5</u> :Construction Observation & Staking (Estimate)*	\$8,500
	TOTAL AMEDNDMENT No.1	\$49,750
C.	Current Total Agreement Amount:	\$64,150

* This amount is based on 50 hours. If the project does not require 50 hours of effort. Observation will be charged for on-site time only. No travel time will be charged for the project.

D. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

E. Reimbursable expenses are not included in the above stated fees. Fees such as recording documents and permitting shall be billed as reimbursables.

All other terms and conditions of the original Agreement remain in effect.

If the Agreement amendment is acceptable, please sign below and return one executed copy to our Reedsburg office.

Sincerely,


Logan Hansen, PE
Project Manager

City of Dodgeville
Authorization to Proceed: _____

Date: _____

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