

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-67**

**AUTHORIZING CONTRACTS AND APPROVING FUNDS TO COMPLETE
ENGINEERING DESIGN SERVICES AND SURVEYING SERVICES FOR THE
REPLACEMENT OF A PEDESTRIAN BRIDGE LOCATED IN THE WOLF HOLLOW
SUBDIVISION**

WHEREAS, the Village Board has included in the 2018 Capital Improvement Projects financing towards the replacement of a pedestrian bridge in the Wolf Hollow Subdivision (the project); and

WHEREAS, Baxter & Woodman, Inc., has provided a work order, dated June 7, 2018 in the amount of \$6,000 for engineering design services for the project; and

WHEREAS, Burse Surveying and Engineering, Inc., has provided a work order, dated August 9, 2018, in the amount of \$2,200 for surveying services for the project;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor, the Village Attorney, Village President and Village Staff are authorized to negotiate and execute a contract with Baxter Woodman, Inc., to provide engineering services as outlined in the June 7, 2018 work order, in an amount not to exceed \$6,000; and

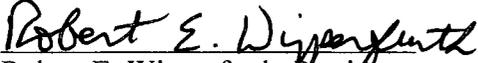
BE IT FURTHER RESOLVED, the Village Attorney, Village President and Village Staff are authorized to negotiate and execute a contract with Burse Surveying and Engineering, Inc. to provide surveying services as outlined in the August 9, 2018 work order, in an amount not to exceed \$2,200; and

BE IT FURTHER RESOLVED, the 2018 budget is hereby amended as follows to address the above expenditure:

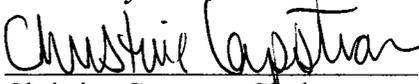
Account Number 004-00-55400-000-002, Paths/Trails
Increased \$8,200

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on August 16th, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

Village Staff Memorandum dated August 9, 2018

Baxter & Woodman, Inc. Work Order dated June 7, 2018

Burse Surveying and Engineering, Inc. Work Order dated August 9, 2018

MEMORANDUM

TO: VILLAGE OF WINDSOR TRUSTEES

FROM: TINA BUTTERIS, ADMINISTRATOR
JAMIE RYBARCZKY, DEPUTY ADMINISTRATOR

SUBJECT: WOLF HOLLOW PEDESTRIAN BRIDGE

DATE: AUGUST 9, 2018

As discussed at the 7-16-2018 and 8-2-2018 Village Board meetings, the Village has two potential bridge projects. At the 8-2-2018 meeting, the Board approved moving forward with the Revere Trails pedestrian bridge project and connection into the Big Hill.

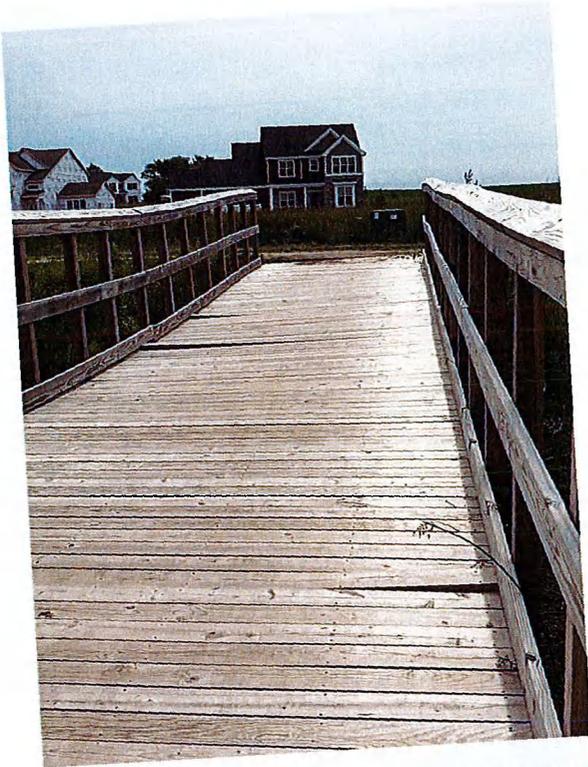
Funds for the completion of the Revere Trails and Wolf Hollow pedestrian bridge projects include allocation from the 2018 Capital Improvement Projects financing, as well as park reserve funds collected from Fees in Lieu Parkland Dedication and Fees for Park Improvements.

The Wolf Hollow pedestrian bridge project is a replacement of an existing boardwalk in the Wolf Hollow Subdivision. The Wolf Hollow pedestrian bridge will be approximately 10' wide x 80' long. The current boardwalk was installed some time ago by the developer and at some point in time was damaged by an unauthorized vehicle or equipment crossing over it. The warranty period for the boardwalk has lapsed.

The photos below provide an overview of the current Wolf Hollow boardwalk.



Wolf Hollow boardwalk crosses stormwater management facility in subdivision



Damaged deck boards and settling of boardwalk as a result of unauthorized vehicle or equipment



Railing has twisted as a result of settling boardwalk caused by unauthorized vehicle or equipment



Pavement damage caused by unauthorized vehicle or equipment



Following inspection by original installer of the boardwalk, bolts and bracing are sheared as a result of unauthorized vehicle or equipment.

It should also be noted, during high rain events, the current support structure of the boardwalk prevents natural flow of stormwater.

The table below provides the projected costs for completion of the Wolf Hollow pedestrian bridge project. Note, there may be additional costs, such as bollards (\$600 each), etc. that will be incurred.

Design & Construction Estimates

	Design (B&W)	Survey (BS&E)	Site Prep (Estimate)	Bridge (CM)	Total	Total (Less 5% Bridge Cost)
Wolf Hollow Bridge	\$ 6,000	\$ 2,200	\$ 10,000	\$ 73,100	\$ 91,300	\$ 87,645

Baxter & Woodman’s (B&W) quote includes management of the project, wetland delineation, plan preparation and engineering, project manual, cost estimates, permits and hydrologic and hydraulic analysis. The Village is receiving a reduced cost from Baxter & Woodman based on the additional pedestrian bridge project (Revere Trails) that has been awarded.

Burse Surveying & Engineering will provide surveying for the pedestrian bridge project.

The site preparation work is an estimate based upon the cost of the site preparation work for the pedestrian bridge installed at the Conservancy Old Mill Site.

Custom Manufacturing has provided a quote for installation and delivery of an 80’ arched/spliced bridge kit that is 10’ wide with vertical railings 54” in height on galvanized sill pans.

The bridge and site work will need to be bid.

Staff is recommending approval to engage Baxter & Woodman and Burse Surveying & Engineering to complete engineering design services and surveying services for the replacement of a pedestrian bridge located in the Wolf Hollow Subdivision.

**VILLAGE OF WINDSOR, WISCONSIN
WOLF HOLLOW BOARDWALK REPLACEMENT
ENGINEERING DESIGN SERVICES**

WORK ORDER

Engineer's Project No. 180676.41

Project Description:

The Project includes replacement of an existing boardwalk over Yahara River Windsor Channel in Wolf Hollow subdivision. The crossing is located west of Wolf Hollow Road and east of the intersection of Prairie Creek Road and Scenic View Road. The intent of the Project is to demolish the existing boardwalk and replace it with a manufactured bridge similar to those available from Custom Manufacturing Inc. of Clinton, WI. This project will be performed along with the Revere Pass Trails Bridge.

Engineering Services:

The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated December 17, 2015. Engineer shall provide the services set forth in Attachment A, attached hereto.

Compensation:

Compensation for the services will be in accordance with the Engineering Services Agreement dated December 17, 2015. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$6,000.00.

Submitted by: **Baxter & Woodman, Inc.**

By: *Jerry D. Groth*

Jerry Groth, P.E.

Title: Regional Manager

Date: June 7, 2018

Approved by: **Village of Windsor, WI**

By: *Robert E. Wipperfurth*

Robert E. Wipperfurth

Title: Village President

Date: 8-16-18

Additional Comments and Conditions: Project fee applies only with concurrent execution of Revere Pass Trails Bridge project tasks/services. Survey services to be provided by Paulson & Associates LLC who will be contracted directly by the Village of Windsor. Rates included on this work order are straight \$95/hour "special reduced rates".

Scope of Services

1. **MANAGE PROJECT** - Plan, schedule, and control the professional engineering activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village staff and project team to ensure the goals of the Project are achieved, and to review available data.
2. **TOPOGRAPHIC SURVEY** - Topographic surveys will be coordinated by Baxter & Woodman but provided by others outside of this work order. Topographic surveys will include sufficient information to conduct hydraulic analysis, wetland delineation, and grading contours for construction.
3. **UTILITY COORDINATION** - Obtain utility company system maps. 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. Keep the Village informed of all such coordination activities.
4. **WETLAND DELINEATION** - Conduct a field wetland delineation for the Project. Prepare a report documenting the wetland delineation methodology and results in accordance to regulatory requirements.
5. **HYDROLOGIC & HYDRAULIC ANALYSIS** - No hydrologic nor hydraulic analyses are expected.
6. **PERMIT APPLICATIONS** - Prepare and submit the following permit applications. Permit fees are a separate expense to the Village and are not included in the Engineer's compensation.
 - A. Wisconsin Department of Natural Resources - Water Resources Application for Project Permits (WRAPP) for waterway and wetland disturbance. Prepare and assemble bridge-permitting package including clear span bridge general permit and project description.
 - B. US Army Corps of Engineers - Evaluate the potential for discharge of fill materials into wetlands and the waters of the United States, in accordance with the provisions of the Clean Water Act. Integrate wetland delineation information into the project plans and exhibits needed for submission of wetland permit review materials. Coordinate and submit permit application and supporting documentation.
 - C. Dane County Land & Water Resources Department - Prepare and assemble erosion control permitting package.
7. **PLANS & SPECIFICATIONS** - Prepare contract documents consisting of a Project Manual and Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Village. Drawings to include demolition, site work, typical cross-sections, erosion control/slope protection, bike path repair on both ends of bridge, plan & profile, and cross sections. Detailed structural drawings

for the bridge are not be included, but we will incorporate bridge drawings and specifications into the bidding documents. The bidding documents will require sealed engineering drawings and documentation from the bidder and/or their bridge manufacturer / supplier.

8. PROJECT MANUAL - The Project Manual will be limited to technical specifications necessary to support the construction drawings and a list of items with approximate quantities. It is anticipated the Project will be publicly bid.
9. OPINION OF PROBABLE COST - Prepare summary of quantities, schedules of materials, and an Engineer's Opinion of Probable Cost.
10. BIDDING ASSISTANCE – Provide documents for bidding and assist the Owner in solicitation of bids from as many qualified bidders as possible, receive and evaluate bids, tabulate bids, and make a recommendation to the Owner for an award of contract.
11. EXTRA SERVICES IF REQUIRED - The following services are not anticipated to be necessary for the Project and if determined to be necessary, will be considered "Extra Services".
 - Geotechnical exploration and reports
 - Acquisition of land interests, to include easements and fee acquisitions
 - Permit fees
 - Hydrologic and/or hydraulic analyses



PROPOSAL

The following is a proposal for services to be performed by Burse Surveying and Engineering, Inc. ("BURSE") and is being provided to Village of Windsor ("CUSTOMER").

1. SITE ADDRESS

Wolf Hollow Bridge, Windsor, Wisconsin. (See Attachment B)

2. SCOPE OF WORK

BURSE will:

Provide a Topographic Survey that includes the following:

A. LAND SURVEYS

1. Horizontal Control

- a. Use coordinates based on the County Coordinate system. Ties to Public Land Survey System monuments are not required.
- b. Set four survivable construction control points. Iron rods in turf are preferable. Provide location sketch with coordinates.

2. Vertical Control

- a. Establish vertical control in the project area based on a USGS / NGS monument. Ties to a WisDOT BM may be acceptable if the BM was established based on published USGS / NGS datum. The project datum will be NAVD88.
- b. Set three construction bench marks within project area, avoiding power poles to the maximum practical extent.

3. Topographic Field Survey

- a. Perform a topographic survey of the bridge location and trail approaches. Coverage of the topographic survey shall extend 100 ft. east and 200 ft. west of the crossing location and 100 ft. north and 100 ft. south of the trail centerline (200 ft. wide corridor). The topographic survey shall be detailed enough to produce an accurate computer surface model.
- b. Topographic surveys shall include contours thru the creek, to include the creek bed.
- c. Contact Diggers Hotline for field locates. Provide Digger's Hotline tickets. Verify that field markings were done and include underground lines in the topographic survey.
- d. Locate trail pavement and shoulder edges, fence lines, ditch lines, note changes in area of ground cover. Survey the larger trees (8" or larger). Tree line location will be acceptable for small trees and brush.
- e. Look for and incorporate property markers as available into the topographic survey extending up to 50 feet beyond the survey limits.
- f. Incorporate wetland flagging that will be placed prior to the start of topo survey.

B. HYDRAULIC SURVEYS

1. Survey the top of water elevation at the bridge location and 1500 feet upstream and downstream from the bridge location unless other points are mutually agreed upon.

C. STAKING

1. No staking is required.

D. ADDITIONAL SURVEY REQUIRMENTS

1. Provide all appropriate traffic control devices for safety purposes.
2. Contact the Village administrator a minimum of 48 hours prior to conducting land surveys on private property.
3. Computer deliverables include:
 - a. AutoCAD topo / base-map in electronic format. Civil 3D files to include survey points and existing surface model or other format as mutually agreed.
 - b. The project drawing scale is expected to be 1"= 20' at 22" x 34" paper size.
 - c. An ASCII file with a listing of points shot, to include point number, northing, easting, elevation, and description.
 - d. Sketch information with ties to construction control points to include control point coordinates and elevations.
 - e. Construction benchmark descriptions and elevations.

E. PHOTOS

1. Provide photos of the general bridge location, control points, and benchmarks.

BURSE will not:

Unless specifically included in the proposal, include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air.

3. **COMPLETION SCHEDULE** BURSE shall proceed immediately upon receipt of a signed contract and shall complete the survey within 50 days of receipt of the signed contract.

BURSE cannot be held responsible for project schedule delays caused by weather, violence, acts of nature, and public agencies or private business over which it has no control. BURSE shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of BURSE'S failure to meet deadlines, may result in adjustment to said schedules and fees.

4. **PROFESSIONAL FEES** BURSE'S work will be billed on an hourly basis, see Attachment A for our hourly rates. The hourly rates are subject to revisions on an annual basis. The fees for the proposed work are not to exceed of \$2,200. Reimbursable expenses shall be billed at cost. These prices and this proposal are valid through September 7, 2018.

5. **EXCLUDED FROM FEES** Soil borings, wetland markings, title search and review fees, application fees, reproduction costs, and recording fees, if any. A representative of BURSE shall attend any meetings at the CUSTOMER's request and shall be paid at BURSE'S hourly rates. If CUSTOMER requests a Certificate of Insurance to be added as an additional insured than a fee increase of \$15 per Certificate shall be imposed.

6. **CUSTOMER RESPONSIBILITIES** The CUSTOMER shall provide BURSE with access to private lands if necessary to complete the survey scope.

7. **ASSUMPTIONS** All of the work described herein shall be completed in accordance with generally and currently accepted surveying principles and practices. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by CUSTOMER. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, BURSE cannot be held responsible for any design or construction problems resulting from the use of this information.

8. **TERMS** Payment for invoices are due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CUSTOMER shall provide BURSE with a clear, written statement within ten (10) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoices as submitted.

In the event all or any portion of the work prepared or partially prepared by BURSE is suspended, abandoned, or terminated, CUSTOMER shall pay BURSE all fees, charges and expenses incurred to date of the receipt of written notice of suspension or termination. BURSE reserves the right to withhold documents and information until fees for such services are paid in full. CUSTOMER further agrees to pay BURSE any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

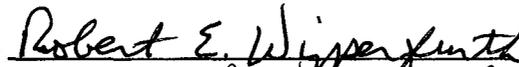
9. **NOTICE OF LIEN RIGHTS** AS REQUIRED BY THE WISCONSIN LIEN LAW, BURSE HEREBY NOTIFIES CUSTOMER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE CUSTOMER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, IF CUSTOMER RECEIVES NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE SURVEYING OR ENGINEERING SERVICES, THEY AGREE TO GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. BURSE AGREES TO COOPERATE WITH CUSTOMER AND CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL-POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.
10. **LIABILITY** To the maximum extent permitted by law, CUSTOMER agrees to limit BURSE'S liability for CUSTOMER damages to the sum of \$5,000 or BURSE'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
11. **INDEMNIFICATION FOR LIABILITY TO THIRD PARTIES** The CUSTOMER agrees, to the fullest extent permitted by law, to indemnify and hold BURSE and BURSE'S officers, partners, employees and sub-consultants harmless from any and all claims, liabilities, losses and costs, including reasonable attorneys' fees and costs of defense, arising or allegedly arising from the services performed under this proposal, except for BURSE'S sole negligence or willful misconduct.
12. **TRANSFER OF ELECTRONIC DATA** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise, copies of documents that may be relied upon by CUSTOMER are limited to printed copies (also known as hard copies) that are signed or sealed by BURSE. Files in electronic media format of text, data, graphics, or of other types that are furnished by BURSE to CUSTOMER are only for the convenience of CUSTOMER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, BURSE makes no representations as to accuracy, long term compatibility, usability, or readability of documents resulting from the use of

software application packages, operating systems, or computer hardware differing from those used by BURSE in preparation of these documents. If there is a discrepancy between the electronic drawing files and the hard copies, the hard copies govern.

- 13. AMENDMENT** This agreement contains all the terms and conditions of the agreement between CUSTOMER and BURSE and any changes in this agreement shall have no effect unless they are made in writing, signed by both parties, and incorporated as an amendment to the agreement. No other understandings, representations, or agreements, written or oral, other than those herein have been made by and between the parties hereto.
- 14. ACCEPTANCE** CUSTOMER hereby accepts this proposal for land surveying services and hereby authorizes BURSE to proceed with the services outlined herein.

Accepted By: Village of Windsor


~~Jamie Rybarczyk~~ Robert E. Wipperfurth, President

Dated this 16th day of August, 2018.

Accepted By: Burse Surveying and Engineering, Inc.


Michelle L. Burse, President

Dated this 9th day of August, 2018.

BURSE SURVEYING AND ENGINEERING, INC.

2018 Hourly Fee Schedule

Attachment A

Principal Surveyor	\$109.00
Land Surveyor IV	\$98.00
Land Surveyor III	\$92.00
Land Surveyor II	\$86.00
Land Surveyor I	\$80.00
Principal Engineer	\$134.00
Engineer IV	\$110.00
Engineer III	\$99.00
Engineer II	\$91.00
Engineer I	\$84.00
CAD Operator	\$59.00
Survey Crew (1 Person)	\$90.00
Survey Crew (2 Person)	\$122.00
Survey Crew (3 Person)	\$159.00
Staking Crew (2 Person)	\$136.00
Staking Crew (3 Person)	\$165.00
Robotic Survey (1 Person)	\$105.00
Robotic Survey (2 Person)	\$138.00
Robotic Staking (1 Person)	\$118.00
Robotic Staking (2 Person)	\$150.00
GPS Survey Operator	\$112.00
GPS Staking (1 Person)	\$121.00
GPS Staking (2 Person)	\$150.00
Technician IV	\$75.00
Technician III	\$69.00
Technician II	\$64.00
Technician I	\$58.00
Clerical/Office Support	\$55.00

- Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.
- Expenses shall be billed at cost.
- Mileage shall be billed at the then current federal rate.
- Hourly rates are subject to change annually on the first of each year.

ATTACHMENT B





Custom Manufacturing, Inc.

606 Delco Drive, P.O. Box 279

Clinton, WI 53525

608-676-2282 Fax: 608-676-2283

custom@inwave.com

Quotation

4405

Please Indicate The Above Number When Ordering

Date: June 27, 2018	Salesperson: Tina Forrest
Inquiry Date:	Inquiry Number

To: Village of Windsor
 4084 Mueller Rd.
 DeForest, WI 53532

Estimated Ship Date 4 weeks	Shipped VIA Advise best way	F.O.B Clinton, WI	Terms Due upon delivery	
Description			Price	Total
1	80' Arched/Spliced Bridge Kit x 10' Wide - 10,000# Load - 54" Vertical Railings - Hardware - On Galvanized Sill Pans Stamped Engineered Drawings		\$61,000.00	
	Installation - Equipment		11,500.00	
	Delivery		600.00	
	Total			\$73,100.00
Above prices do not include utility markings, sales tax or any necessary permits				
Bridge Kit includes all Steel I-beams and cross members, which are predrilled and have a red oxide primer finish, MCA Southern Yellow Pine Treated Lumber and all hardware. All Lumber is Pre-Stained Brown				
Bridge Kit Meets WI DNR Guideline - 10,000# Load				

We are pleased to submit the above quotation for your consideration. Should you place an order, be assured it will receive our prompt attention. This quotation is valid for 30 days. Thereafter it is subject to change without notice.

BY: Tina Forrest

ACCEPTED: _____

DATE: _____