

**VILLAGE OF WINDSOR  
BOARD RESOLUTION 2018-98**

**AMENDMENT TO BOARD RESOLUTION 2018-61 APPROVING FUNDS TO  
COMPLETE ENGINEERING DESIGN SERVICES AND SURVEYING SERVICES FOR  
THE REVERE TRAILS PEDESTRIAN BRIDGE**

WHEREAS, the Village Board has included in the 2018 Capital Improvement Projects financing for the installation of a pedestrian bridge connecting Revere Trails and Big Hill (the project); and

WHEREAS, Baxter & Woodman, Inc., has provided a work order, dated June 7, 2018, in the amount of \$22,050 for engineering design services for the project; and

WHEREAS, Burse Surveying and Engineering, Inc., has provided a work order, dated June 19, 2018, and July 3, 2018, in the amount of \$4,800 (i.e. \$3,200 for surveying services and \$1,600 for legal description and exhibit services) for the project; and

WHEREAS, the Village Board on June 19, 2018 approved funds to complete engineering design services and surveying services for the Revere Trails Pedestrian Bridge in the amount of \$26,850; and

WHEREAS, the Village Staff has requested additional surveying services for the project be conducted, specifically surveying of lands identified as the Revere Trail (i.e. 10' wide natural, multi-use path) to be located east of the pedestrian bridge and west of Big Hill;

WHEREAS, Burse Surveying and Engineering, Inc., has provided a work order, dated September 28, 2018, in the amount of \$3,550 which includes the previously approved \$1,600 for legal description and exhibit services and adds the additional surveying services for the project for a net difference of \$1,950; and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor, that the Village Attorney and Village President are authorized to execute a contract with Burse Surveying and Engineering, Inc. to provide additional surveying services as outlined in the September 28, 2018 work order, not to exceed \$3,550; and

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 October 16, 2018, by a vote of 5 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

Robert E. Wipperfurth  
Robert E. Wipperfurth, President

*Attested by:*

Christine Capstran  
Christine Capstran, Clerk

**INCORPORATED BY REFERENCE:**

Burse Surveying and Engineering, Inc. Work Order dated September 28, 2018



## 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**

Revere Pass Trail Survey, Windsor, Wisconsin.

### **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 required.
  - b. Set three additional 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 trail connection. Coverage of the topographic survey shall extend 100 ft. east of the previous survey limits and 100 ft. north and 100 ft. south of the proposed 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.
  - 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 cover. Survey the larger trees (12" 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.
  - f. Tie survey to the East quarter corner and the SE corner of Section 33, T09N, R10E for the proposed easement description.

#### **B. HYDRAULIC SURVEYS**

1. Completed

#### **C. STAKING**

1. No staking is required.

#### **D. ADDITIONAL SURVEY REQUIREMENTS**

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. The Village shall obtain permission from the land owner to allow the survey to take place.
3. Prepare a centerline description of the proposed trail location connection to the exiting trail on Deforest School District land.
4. Prepare an exhibit map of the proposed easement.
5. Computer deliverables include:
  - a. AutoCAD topo / base-map in electronic format. Civil 3D files to include survey points and existing surface model or another 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 trail 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 36 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 \$3,550. Reimbursable expenses shall be billed at cost. These prices and this proposal are valid through November 1, 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** 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.

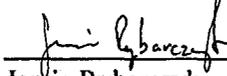
12. **TRANSFER OF ELECTRONIC DATA** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise, copies of documents that may be relied upon by CUSTOMER are limited to printed copies (also known as hard copies) that are signed or sealed by BURSE. Files in 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.

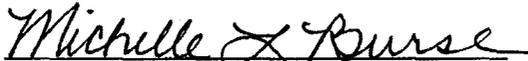
**14. ACCEPTANCE** CUSTOMER hereby accepts this proposal for land surveying services and hereby authorizes BURSE to proceed with the services outlined herein.

Accepted By: Village of Windsor

  
\_\_\_\_\_  
Jamie Rybarczyk

Dated this 16 day of OCTOBER, 2018.

Accepted By: Burse Surveying and Engineering, Inc.

  
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Michelle L. Burse, President

Dated this 28th day of September, 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.