

LA CROSSE COUNTY NOTICE OF MEETING

COMMITTEE OR BOARD:		PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE	
DATE OF MEETING:		MONDAY, DECEMBER 5, 2022	
MEETING PLACE:		Administrative Center, County Board Room 1700 Click here to join the meeting	
TIME OF MEETING:		4:30 P.M.	
1.	Call to Order/Roll Call		
2.	Public Comment **Please see below on how to sign up for making public comment**		
3.	Approve PWI Minutes of November 7, 2022		
4.	Consent Agenda (Informational): a. Update on the Progress of the Highway/Bridge Construction (Bypass) Guidelines		
5.	Conference/Meeting Report		
6.	Approve Lakeview Farmland Bids		
7.	Approval of the Sports Car Club of La Crosse’s Annual Winter Ice Events at Lake Neshonoc		
8.	Approval of the 2023 Hmong New Year Festival at Veterans Memorial Park on Sept. 23 & 24		
9.	Approve Design Contract for 3 Bridges		
10.	Resolution Re: Sale of County Property on CTH DE to Jacob Beeskau		
11.	Approve 2023 WisDOT Discretionary Traffic Maintenance Agreement		
12.	Future Agenda Items: a. Highway Construction – Long Term Funding Needs/Plan to Maintain Roads (Jan.) b. ATV – When Should County Roads Become ATV Trails (Feb.)		
13.	Adjourn		
NEWS MEDIA La Crosse Tribune Other Media		DEPARTMENTS/STAFF County Board Chair County Administrator	COMMITTEE MEMBERS Pam Viner, Chair Ralph Geary
OTHERS:		County Clerk	Steve Doyle
<u>Email:</u>		Facilities	Dan Hesse
Lanae Nickelotti			Matt Nikolay
Megan DeVore Jackie Eastwood Larry Hougom Gary Hougom Maureen Freedland		<u>Email:</u> Jadd Stilwell Ryan Westpfahl Joe Langeberg Keith Back Mary Kaufmann Bryan Jostad	Dennis Jacobsen Jack Pogreba

COMMITTEE MEMBERS: If unable to attend, call the County Clerk's Office at 785-9581.

****PUBLIC COMMENT:** Individuals may make a public comment in person or virtually. For individuals intending on making a virtual public comment, **please register at least 24-hours** in advance by emailing publiccomment@lacrossecounty.org or leave a message at 785-9700. Please include your name and email address you will be using to connect with the committee, along with the name of the committee you would like to provide a public comment.

The Committee may receive information from the public, but the Committee reserves the right to limit the time that the public may comment and the degree to which members of the public may participate in the meeting.

PERSONS WITH DISABILITIES: If you need accommodations to attend this meeting, please call the County Clerk's Office at 785-9581 ASAP.

DATE NOTICE FAXED/MAILED/POSTED: December 1, 2022

This meeting may be recorded, and any such recording is subject to Disclosure under the Wisconsin Open Records Law

PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE**Monday, November 7, 2022****Room 1700, County Board Room****4:30 p.m.**

MEMBERS PRESENT:	Chair Pam Viner, Ralph Geary, Dennis Jacobsen, Matt Nikolay, Steve Doyle, Jack Pogreba, Dan Hesse
MEMBERS EXCUSED:	
MEMBERS ABSENT:	

CALL TO ORDER: Chair Pam Viner called the meeting to order at 4:30 p.m.**PUBLIC COMMENT:** NONE**APPROVE MINUTES OF OCTOBER 10, 2022****MOTION** by Hesse/Pogreba to approve the minutes of the September 6, 2022, PWI Committee Meeting. **Motion carried unanimously.****CONSENT AGENDA (INFORMATIONAL):** NONE**CONFERENCE/MEETING REPORT:** NONE**APPROVE AGREEMENT TO EXTEND CONTRACT BETWEEN SCHUMACHER ELEVATOR AND LA CROSSE COUNTY**

La Crosse County and Schumacher Elevator entered a 3-year agreement on December 30, 2017, for elevator service with a provision that the agreement may be renewed for up to 3, one-year extensions and both parties wish to extend the contract for an additional year until December 31, 2023. The Facilities Director recommends approval.

MOTION by Pogreba/Nikolay to approve. **Motion carried unanimously.****APPROVAL OF THE 11TH ANNUAL GOOSEBUMPS RUN/WALK AT GOOSE ISLAND PARK**

Approval is requested by the Local Lupus Alliance to host the 11th Annual Local Lupus Alliance Fundraiser "Goosebumps 6- & 24-Hour Run/Walk" on September 22nd and 23rd, 2023 at Goose Island County Park. The Facilities Director recommends approval. **MOTION** by Pogreba/Hesse to approve. **Motion carried unanimously.**

APPROVAL TO PURCHASE TWO (2) 2023 FORD SUPER DUTY F550 TRUCKS FROM EWALD AUTOMOTIVE GROUP

County Ordinance allows for the use of Federal or State contracts as substitutes for the RFP process. The Facilities Department researched trucks available on the State of Wisconsin vehicle contract to be used for general operations. The State contract has 2023 Ford Super Duty F550 trucks available from the Ewald Automotive group in Oconomowoc, Wisconsin which will replace the 2005 and 2006 trucks currently being used. An evaluation team consisting of the Facilities Director, Parks/Office Manager, and the Purchasing Manager evaluated different makes and models of trucks. The vehicles proposed possess the specifications required for current and future Facilities Department operations. The two 2023 Ford Super Duty F550's have a cost of \$73,328 and \$74,915 for a total of \$148,243. The department is requesting approval contingent on the passage of the 2023 budget. The Facilities Director recommends approval. **MOTION** by Pogreba/Jacobsen to approve.

Motion carried unanimously.**APPROVAL FOR A RIGHT OF WAY ACQUISITION FOR WISDOT CTH M BRIDGE CONSTRUCTION**

This is a contract for acquiring the land necessary to reconstruct b320004 in West Salem. The acquisition consulting firm is Corre, Inc. out of Eau Claire and the contract cost is

PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE

Monday, November 7, 2022

Page Two

\$16,800. The Highway Commissioner recommends approval and is requesting approval to sign the contract when received. **MOTION** by Jacobsen/Doyle to approve. **Motion carried unanimously.**

APPROVE THE 2023 WISDOT ROUTINE MAINTENANCE AGREEMENT

This is the contract under which the Highway Department performs State Highway Maintenance services for WisDOT within the boundaries of La Crosse County. This is a revenue contract for \$2,108,200, which is the same monetary commitment as the 2022 contract. The Highway Commissioner recommends approval and is requesting approval to sign the WisDOT contract when received. **MOTION** by Pogreba/Hesse to approve. **Motion carried unanimously.**

2023 BUDGET REVIEW QUESTIONS AND ANSWERS

Supervisor Jacobsen noted that to keep county roads in good condition we need to increase the rate of repairing our roads and bridges. Chair Viner and Supervisor Jacobsen agreed that it be added as a future agenda item.

NEXT COMMITTEE MEETING: December 5, 2022

FUTURE AGENDA ITEMS: Increasing the rate of repairing our roads and bridges.

ADJOURNMENT: **MOTION** by Pogreba/Hesse to adjourn. **Motion carried unanimously.**

The meeting adjourned at 4:50 p.m.

Disclaimer: The above minutes may be approved, amended, or corrected at the next committee meeting. Carrie Kneifl, Recorder

Joseph Langeberg, PE
Highway Commissioner

Keith Back
Assistant Commissioner

Jay Anderson
Highway Engineer



LA CROSSE COUNTY

Highway Department

301 Carlson Road ~ West Salem, Wisconsin 54669-9332
(608) 786-3810 Fax (608) 786-3816
www.lacrossecounty.org

Sid Moen
Patrol Superintendent

Tim Hammes
Patrol Superintendent

Catherine Tschumper
Shop Superintendent

INTEROFFICE MEMORANDUM

TO: PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE
FROM: JOE LANGEBERG
SUBJECT: DECEMBER 2022 MEETING EXPLANATION
DATE: 11/28/2022
CC: JANE KLEKAMP, FILE

- Request approval for a **design contract for three bridges** – This is a contract for the design project of CTH M bridge in the Town of Farmington, CTH O bridge in the Town of Barre, and the CTH G bridge on the Town of Washington. The funding for this contract was designated in Resolution #59-3/22, that was approved in March. The consulting firm is MSA out of Baraboo and the total contract cost is \$504,122.24. I recommend approval.
- **Resolution to approve sale of excess right-of-way CTH DE** - We have excess ROW on CTH DE just southeast of Herman Coulee Road in the Town of Farmington that the adjacent property owner would like to purchase. This is a very common occurrence for us, and it makes more sense for the excess to be back in private hands and on the tax roll. Included in the packet information as the resolution that Corporation Counsel drafted, a location map, and the Plat of Survey Map is included. The price was set based on the price per acre in our most recent sales study, which is the process we have used in all recent sales of excess CTH right-of-way. I recommend forwarding the resolution to the County Board for their consideration.
- Approve the **2023 WisDOT Discretionary Traffic Maintenance Agreement**. This is the contract under which the Highway Department performs permanent sign replacement at various locations on the state trunk highway system. This is a revenue contract for \$75,800 which is an increase from 2022. I also request approval for the Highway Commissioner to sign WisDOT contract. I recommend approval.

Bypass Bridge Draft Policy

To be inserted in La Crosse County Highway Department Policies and Procedures Manual, section 9.2.3 (page 41)

Bypasses to bridges will be considered in the design process if all the following conditions exist:

- The Average Daily Traffic (ADT) is 1,000 or over
- Is feasible with existing land use
 - And is not a 4(f) or a 6(f) property
- The closure duration is 6 weeks or longer
- The official detour length is over 15 miles

Other indicators are also considered including cost and the limitation of other projects due to higher costs of projects including bypasses.

Definitions:

- All roadway construction projects will be open to local traffic – there will be access to your property at all times within the project.
- 4(f) property - publicly owned parks, recreation areas, wildlife or waterfowl refuges and any significant historical or archeological site
- 6(f) property - properties acquired or improved in whole or in part using funds from the Land and Water Conservation Fund Act (LWCF Act)
- Bridge Bypass- is a temporary road and structure on the same road adjacent to the bridge under construction.
- Detour – is a signed route around the construction area.

Recommendation for ApprovalStanding Committee: Public Works and InfrastructureDepartment: FacilitiesSubject: La Crosse County Farmland Bid**Background information:**

The La Crosse County Facilities Department desires to select a lessee for the renting of 184.2+/- acres of cropland at the La Crosse County Farm (Lakeview) in West Salem, WI. The lease period will be for three (3) years commencing March 1, 2023. The lease may be renewable for an additional three (3) years on the same terms and conditions upon agreement of the parties. Bid amount is an annual fee.

Evaluation information:

The Request for Bids (RFB) was placed on the County RFP webpage and a legal notice was advertised in the La Crosse Tribune. The RFB was mailed directly to area farmers. Sealed bids were due on 11/30/2022 with bid opening the same day. Results are as follows:

**LA CROSSE COUNTY
LA CROSSE COUNTY FARMLAND (LAKEVIEW) BID RESULTS**

NAME	<i>Per Acre</i>	<i>@ 184.2 ACRES</i>
Arlan Stello	\$371.00	\$68,338.20
Rob Everson	\$341.05	\$62,821.41

Bidders are required to discuss crop rotation with Land Conservation Staff and write up a nutrient management plan with updates annually. Both bidders met all criteria listed in the bid specifications.

Recommendation / Action Requested:

Based on review of the bids, Facilities Director recommends accepting the bid from Arlan Stello.



Sports Car Club of La Crosse

N 2841 County Road FA
La Crosse, Wisconsin 54601
lucysnumber1@hotmail.com

November 12, 2022

La Crosse County Facilities Department
Ryan Westpfahl, Director
La Crosse, WI 54601

Mr. Westphal,

The Sports Car Club of La Crosse would like to request the use of Lake Neshonoc for our annual winter ice events in 2023. This year, as in the past several years, we would like to spread out our events over 4 weekends. We anticipate running on four Sundays and one Saturday/Sunday combination. In 212 6th Street North

Room 1800

the event of any snow alerts for a Sunday, we may attempt a Saturday only event. Even so we will ONLY run a maximum of five events. We will not be on the lake during the West Salem Ice Fishing Derby, if one is held this year. We will coordinate our events with any other organizations which may also be using the lake on those weekends with optimal conditions.

As in the past, your office will be contacted prior to an event with insurance paperwork naming the county as "additional insured" for a minimum of \$1,000,000. Each participant will sign a waiver form as required by our sanctioning body and insurance provider. We will keep the lake clean and free from trash and spills. If necessary in the event of snow accumulation, only the course will be maintained and no snow piles or large berms will be created.

If there are any questions or concerns, I can be reached by phone at 608-790-6494, by e-mail at lucysnumber1@hotmail.com, or at home at the above address. Thanks again for your help as our club looks forward to cold weather and smooth ice.

Sincerely,

/s/Rick Albrechtson, Secretary,
Board of Directors Representative
Sports Car Club of La Crosse



HCCA

1815 Ward Avenue, La Crosse, WI 54601 | Phone: (608) 781-5744 | Fax: (608) 781-5011

#8

November 16, 2022

La Crosse County Infrastructure Committee &
Ms. Mary Kaufmann
212 6th Street North
La Crosse, Wisconsin 54601

Dear Committee & Ms. Kaufmann,

RE: Hmong New Year Festival 2023 at Veterans Memorial Park

I am requesting the committee's approval for our agency, the Hmong Cultural Center, to hold the **Hmong New Year Festival at Veterans Memorial Park on September 23 & 24, 2023, of next year**. As you know, Hmong New Year is the most important holiday for the Hmong community. Our agency and the Hmong community were happy with this year's celebration, and we are ready to bring back this event to the Hmong people and the whole La Crosse community, as well as for friends and families from near and far to enjoy.

Please contact me at 608-386-4438 if you have any questions regarding this request or the Hmong New Year Festival in 2023. Again, thank you for your continued support of the Hmong community in La Crosse County, and we look forward to hearing from you soon.

Sincerely

Naohoua T. Yang

NaoHoua Tony Yang
HCCA Public Relations



Professional Services Agreement

This AGREEMENT (Agreement) is made today November 18, 2022 by and between LA CROSSE COUNTY (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: B-32-0020 CTH O over Bostwick Creek, B-32-0050 CTH G over Coon Creek, and B-32-0548 CTH M over Fleming Creek Bridge Replacement Designs

The scope of the work authorized is:

B-32-0020 CTH O over Bostwick Creek:	See Attachment A
B-32-0050 CTH G over Coon Creek:	See Attachment B
B-32-0548 CTH M over Fleming Creek:	See Attachment C

The schedule to perform the work is:

Approximate Start Date:	January 2023
Approximate Completion Date:	June 2027

The fee for the work is:

B-32-0020 CTH O over Bostwick Creek:

MSA (lump sum):	\$130,100.00
American Engineering Testing, Inc. (actual cost):	\$10,370.00
Subtotal for B-32-0020:	\$140,470.00

B-32-0050 CTH G over Coon Creek:

MSA (lump sum):	\$156,700.00
Commonwealth Heritage Group, LLC (actual cost):	\$5,236.12
American Engineering Testing, Inc. (actual cost):	\$15,250.00
Subtotal for B-32-0050:	\$177,186.12

B-32-0548 CTH M over Fleming Creek:

MSA (lump sum):	\$151,300.00
Commonwealth Heritage Group, LLC (actual cost):	\$5,236.12
American Engineering Testing, Inc. (actual cost):	\$29,930.00
Subtotal for B-32-0548:	\$186,466.12

The total fee shall not exceed \$504,122.24 without a written Contract Amendment.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis for services performed by MSA and an actual cost basis for services performed by American Engineering Testing, Inc. and Commonwealth Heritage Group, LLC. Rates for subconsultant services are shown in the individual subconsultant proposals in Attachment D.


Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

LA CROSSE COUNTY


Joseph Langeberg
Highway Commissioner
Date: _____

301 Carlson Road
West Salem, WI 54669
Phone: 608-786-3810

MSA PROFESSIONAL SERVICES, INC.



Leah Rhodes
Team Leader
Date: 11/18/2022



Kevin Ruhland
Vice President
Date: 11/18/2022

1702 Pankratz Street
Madison, WI 53704
Phone: 608-242-7779

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A, Attachment B, and Attachment C. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A, Attachment B, and Attachment C. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A, Attachment B, and Attachment C. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, Attachment B, and Attachment C, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services requires MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Ex. 1 – Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

13. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

14. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

15. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

16. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

17. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

18. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

19. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

20. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

21. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

22. Limitation of Liability. Neither MSA, its Consultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

23. Successors and Assigns. The successors, executors, administrators, and legal representatives of

Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

24. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

25. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

26. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

27. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

28. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

29. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

30. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A
SCOPE OF SERVICES
BOSTWICK CREEK BRIDGE, B-32-0020
CTH O
LA CROSSE COUNTY

DEFINITIONS

“MUNICIPALITY” or “OWNER” means La Crosse County.

“CONSULTANT” means MSA Professional Services, Inc.

“DEPARTMENT” means the Wisconsin Department of Transportation

“MANUAL” means the DEPARTMENT'S Construction and Materials Manual (CMM); Facilities Development Manual (FDM); LRFD Bridge Manual (BM); and Standard Specifications for Highway and Structure Construction (Standard Specifications,) and materials referenced in those manuals.

A. DESIGN REPORTS

- (1) Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:
 - a. Design Study Report
 - i. Complete the Local Program Bridge Design Study Report (DSR)
 - ii. Document the roadside hazard analysis (RHA) in the DSR.
 - iii. The DSR will include the list of encroachments, if any. A separate encroachment report is not included.
 - iv. Exceptions to design standards are not anticipated or included.
 - b. Traffic Management Plan
Prepare a Traffic Management Plan Type 1 and include with the DSR.
 - c. Pavement Report
Prepare the flexible pavement design calculations and incorporate them with comments into the Design Study Report. A formal pavement report is not required.
 - d. Structure Survey Report
 - e. Hydraulic Report
 - f. Change Management
Up to one Change Management request is included, if needed.

(2) The following reports are not anticipated and would be “Extra Services”:

- a. Approach Length Justification Report
- b. Proprietary Product Justification Report
- c. Exception to Standards Report
- d. Encroachment Report
- e. Stormwater Report and/or Stormwater Spreadsheets

B. ENVIRONMENTAL DOCUMENTATION

Prepare a Categorical Exclusion Checklist (CEC) environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. One (1) factor sheet is anticipated and included.

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) Environmental Assessments: Not included
- (2) Environmental Impact Statements: Not included
- (3) Agricultural Impact Notice: Not included
- (4) Section 4(f) Evaluation: Not included
- (5) Section 6(f) Evaluation: Not included
- (6) Historical and Archaeological Surveys and Studies:
 - a. The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate tribes for the DEPARTMENT’S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of the PROJECT.
 - b. 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 “Screening List”. The project is not currently on the screening list. The CONSULTANT will submit the screening request.

- (7) Noise Analysis: Not included
- (8) Air Quality: Not included
- (9) Hazardous Materials/Contamination Assessments
 - a. Complete the Phase I Hazardous Materials Site Assessment Summary. No further investigation is included.
 - b. 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.
 - c. The asbestos survey will be requested by the CONSULTANT and provided by the DEPARTMENT.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

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 MANUAL; and prepare the necessary application.
- (2) Section 404 Permits:
 - a. Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.
 - b. Wetland Investigations: Minor wetland impacts are anticipated. WDNR will assist in designating the wetland areas and types. Identify wetland impacts in conjunction with the Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002". A tracking form will be prepared by the CONSULTANT with the DEPARTMENT determining the ratio and banking site.
 - c. Preparation of an individual Section 404 permit application for submittal to the United States Army Corp of Engineers shall be considered "Extra Services".
- (3) County zoning will be contacted after structure sizing is approved by the DEPARTMENT to provide the hydraulic sizing information. No further coordination with zoning is anticipated. The new structure will match or lower the 100 year flood elevation.
- (4) DATCP notification is not included. No new right-of-way anticipated.

- (5) NRCS notification is not included. No new right-of-way anticipated.
- (6) Coordinate with USFWS through the IPaC System regarding threatened or endangered species. Provide the results of the IPaC coordination to the Region Environmental Coordinator. One bat survey will be completed by the CONSULTANT during the field survey. Additional site visits for bat surveys shall be considered "Extra Services".

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements: Not Applicable
- (2) Utility Coordination
 - Perform all utility coordination in accordance with:
 - a. The MANUAL
 - b. The WisDOT "Guide to Utility Coordination" for non-TRANS 220 projects
- (3) The DEPARTMENT/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) 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.
- (5) Utility Negotiations/Agreements: Not Applicable

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings:
 - a. Conduct one (1) public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT. Individual property owner meetings are not included.
 - b. Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting.
 - c. Prepare a summary report after the public involvement meeting.

- d. Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting.
 - e. Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
 - f. Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - g. Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (2) Formal Public Hearing: Not Included
 - (3) Open Forum Public Hearing: Not Included
 - (4) Project Mailings, Newsletters: Not Included
 - (5) Public Involvement Plan:
Prepare a Public Involvement Plan

F. MEETINGS

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Participate in the pre-construction conference via telephone as scheduled by the DEPARTMENT.

G. LOCATING

Not Applicable

H. SURVEYS

- (1) Set horizontal control based on the La Crosse County Coordinate System.
- (2) Submit all survey data in DWG format (AutoCAD version 2020). Field notes and sketches shall be in PDF format.
- (3) Survey known property irons adjacent to the project and up to three (3) section corners. If section corners cannot be located, new section corners will not be established under this CONTRACT. Existing right of way boundaries will be based on current deeds and previous right of way acquisition documents.

- (4) On the west approach, full topographic survey with cross sections will extend to the intersection with CTH OA. At the intersection and 100 feet along each leg, survey will be limited to centerline, edge of pavement, beam guard, and curb and gutter information.
- (5) On the east approach, full topographic survey with cross sections will extend 200 feet east of the bridge. An additional 200 feet of centerline and edge of pavement shots are included to lay out the horizontal curve.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Subsurface investigation includes two (2) 100-foot deep machine powered borings. Rock cores are not anticipated or included. Soils work sublet at cost-not-to-exceed.
- (2) Investigations of subsurface soil conditions for foundations at the sites of proposed bridges or other structures are required. They shall consist of not less than one machine powered boring within the approximate limits of each substructure unit.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation per DEPARTMENT standards.

Foundation investigations shall be coordinated with the MUNICIPALITY, with a minimum of three working days prior notice, to enable the MUNICIPALITY to make provisions for on-site observations and to evaluate conditions during drilling.

When borings have reached the depth of 100 feet without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the MUNICIPALITY. The extent of all subsurface foundation investigations performed shall be fully justified in the Soils Report for the PROJECT.

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.

- (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.

- (4) Transmit to the DEPARTMENT all Soil Reports relating to structures, roadways, pavements and environment.
- (5) Separate approach pavement borings are not included.
- (6) Traffic control for subsurface investigation will be provided by La Crosse County and will include flaggers, signs, and cones.

J. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:
 - Title Sheet
 - Typical Cross Sections, General Notes, and Special Details
 - Erosion Control Plan
 - Traffic Control Plan
 - Miscellaneous Quantities
 - Plan and Profile Sheets
 - Computer Earthwork Data
 - Cross Sections
- (2) Project length estimated to include up to 150 feet west and 150 feet east of the ends of the new bridge plus the length of the bridge. Reconstruction of the intersection with CTH OA is not included. Modifications to the existing curb and gutter at the intersection are not included. The existing flume to the west of the bridge on the south side of CTH O has been undermined and will be reconstructed.
- (3) The horizontal alignment and vertical profile will generally match existing conditions.
- (4) The roadway will have a rural typical section with no curb and gutter. Beam guard is included on all four corners of the bridge. On the west approach, the beam guard will tie into the existing beam guard at the pavement replacement limits. On the east approach, the beam guard will terminate with new standard MGS Energy Absorbing Terminals (EATs).
- (5) Sidewalks or other pedestrian accommodations are not included. Bicycle accommodations may be included through a widened paved shoulder.
- (6) CTH O within the project limits will be closed for the duration of construction. Road closure signing will be provided using WisDOT's Standard Detail Drawings. Detour plans are included. A temporary bypass is not included.
- (7) Permanent signing will include object markers at the ends of the bridge rail. Speed limit or road name signs within the project limits will be replaced in kind. Pavement markings will be replaced in kind to match existing conditions.
- (8) Concrete pavement approach slabs are included. Structural approach slabs are not anticipated or included.

K. STRUCTURE PLANS

- (1) Prepare a Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. A PDF copy of this plan and the Structure Survey Report/Hydraulic Report shall be submitted to the MUNICIPALITY for review. The MUNICIPALITY will review this preliminary plan and the Structure Survey Report/Hydraulic Report and return one copy to the CONSULTANT showing requested revisions, if any.
- (2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY with three sets of prints of such plans for review and examination.
- (5) Submit a PDF copy for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) Preparation or review of shop drawings is not included.
- (7) Plans will be subject to review and examination by the MUNICIPALITY.
- (8) Along with the plans for structures submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
- (9) Furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY may request.
- (10) In the design and development of the Structure Plans, develop two (2) alternative structure types or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics and blending with the topography, and costs.
- (11) Hydraulic sizing will include matching or slightly lowering the 100 year flood elevation.

- (12) Structure type alternatives include a single span prestressed girder bridge with two different beam size options. The bridge will be skewed to match the stream alignment. The skew angle will fall within the limits in the Bridge Manual for standard structures (40 degrees maximum for prestressed girder bridges and 30 degrees maximum for slab bridges).
- (13) The structure will be on the existing curved alignment. The edges of the deck will be curved to match the roadway. The girders will be chorded between the abutments.
- (14) Realignment of the waterway is not included.
- (15) Standard Type A1 or A5 abutments founded on piling are anticipated. Spread footing foundations would be extra services. Standard abutment heights with the riprap berm located 2.5 feet above the bottom of the abutment are included.
- (16) A standard WisDOT railing is included.
- (17) Sidewalks or aesthetic treatments on the bridge are not included.
- (18) Waterway markers are not anticipated. A waterway marker permit application is not included.

L. PLATS

Not included

M. HIGHWAY SYSTEM CHANGES

Not Applicable

N. TRAFFIC

- (1) The AADT was approximately 2700 vehicles per day in 2021 according to WisDOT's Traffic Count map. Forecasts and growth rates will be based on WisDOT's Planning Level Forecast spreadsheet for a similar nearby site.

O. SERVICES PROVIDED BY THE MUNICIPALITY/DEPARTMENT

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

- 1. As-built plans, as may be available
- 2. Known utility names and contacts
- 3. Names and addresses of property owners
- 4. Meeting site for the Operational Planning Meeting (OPM)

5. Meeting site for the Public Involvement Meeting (PIM) and publishing of the PIM advertisement
6. Right of Way plats and Certified Survey Maps of properties adjacent to the project, if available
7. Section corner tie sheets

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

1. Asbestos inspection report for the bridge

P. PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to
 - (a) Subsurface Investigations to American Engineering Testing, Inc.
- (2) Contractor Data Packets are not required on local projects and would be “Extra 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 January 1, 2023. The schedule assumes a construction year of 2027.

Report Title	Date
Preliminary Road & Structure Plan	July 2024
Environmental Document	November 2024
Design Study Report	April 2025
90% Road & Structure Plans	June 1, 2026
Final Road & Structure Plans	August 1, 2026
Final P.S. & E.	August 1, 2026

- (4) The project is not yet eligible for replacement funding through the Local Bridge Program because the sufficiency rating is greater than 50. It is assumed that the structure will be eligible for funding before applications are due in the fall of 2023 for the 2024-2029 program cycle. If funding is not secured in the 2024-2029 program cycle, a contract amendment will be needed to extend the contract duration and update plans and design documents to meet current standards. The project schedule assumes that the DEPARTMENT will not approve the Environmental Document until funding has been secured.

ATTACHMENT B

SCOPE OF SERVICES

**COOK CREEK BRIDGE, B-32-0050
CTH G
LA CROSSE COUNTY**

DEFINITIONS

“MUNICIPALITY” or “OWNER” means La Crosse County.

“CONSULTANT” means MSA Professional Services, Inc.

“DEPARTMENT” means the Wisconsin Department of Transportation

“MANUAL” means the DEPARTMENT'S Construction and Materials Manual (CMM); Facilities Development Manual (FDM); LRFD Bridge Manual (BM); and Standard Specifications for Highway and Structure Construction (Standard Specifications,) and materials referenced in those manuals.

A. DESIGN REPORTS

- (1) Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:
 - a. Design Study Report
 - i. Complete the Local Program Bridge Design Study Report (DSR)
 - ii. Document the roadside hazard analysis (RHA) in the DSR.
 - iii. The DSR will include the list of encroachments, if any. A separate encroachment report is not included.
 - iv. Exceptions to design standards are not anticipated or included.
 - b. Traffic Management Plan
Prepare a Traffic Management Plan Type 1 and include with the DSR.
 - c. Pavement Report
Prepare the flexible pavement design calculations and incorporate them with comments into the Design Study Report. A formal pavement report is not required.
 - d. Structure Survey Report
 - e. Hydraulic Report
 - f. Change Management
Up to one Change Management request is included, if needed.

(2) The following reports are not anticipated and would be “Extra Services”:

- a. Approach Length Justification Report
- b. Proprietary Product Justification Report
- c. Exception to Standards Report
- d. Encroachment Report
- e. Stormwater Report and/or Stormwater Spreadsheets

B. ENVIRONMENTAL DOCUMENTATION

Prepare a Categorical Exclusion Checklist (CEC) environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. One (1) factor sheet is anticipated and included.

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) Environmental Assessments: Not included
- (2) Environmental Impact Statements: Not included
- (3) Agricultural Impact Notice: Not included
- (4) Section 4(f) Evaluation: Not included
- (5) Section 6(f) Evaluation: Not included
- (6) Historical and Archaeological Surveys and Studies:
 - a. The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate tribes for the DEPARTMENT’S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of the PROJECT.
 - b. Identify the Area of Potential Effect (APE) for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys.

Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.

- c. Document the results of the reconnaissance survey for history using the "Architecture/History Survey Form".
 - d. Conduct a further study, in accordance with the MANUAL, to document the eligibility of Structure B-32-0050 for inclusion in the National Register of Historic Places. Further review or evaluation of other structures, buildings, or properties other than Structure B-32-0050 is "Extra Services".
 - e. Prepare a Determination of Eligibility for Structure B-32-0050 for inclusion in the National Register of Historic Places using a Determination of Eligibility Form HP-02-10(06/01/94).
 - f. It is assumed that the structure will not be eligible for the national Register of Historic Places based on a history of Warren pony trusses with standardized plans not being eligible. A determination of effects (No Effect, No Adverse Effects, Adverse Effects) is not included.
 - g. A Memorandum of Agreement is not included.
 - h. SHPO has been reevaluating their guidance on Warren pony trusses with standardized plans. If the structure is determined to be eligible for the National Register of Historic Places, a determination of effects and Memorandum of Agreement can be added through a contract amendment.
 - i. Archeological sites are not anticipated within the Area of Potential Effect. A Determination of Eligibility for archaeological sites is not anticipated or included. A Phase I archaeological survey report is not included.
- (7) Noise Analysis: Not included
- (8) Air Quality: Not included
- (9) Hazardous Materials/Contamination Assessments
- a. Complete the Phase I Hazardous Materials Site Assessment Summary. No further investigation is included.
 - b. 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.
 - c. The asbestos survey will be requested by the CONSULTANT and provided by the DEPARTMENT.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

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 MANUAL; and prepare the necessary application.

(2) Section 404 Permits:

a. Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

b. Wetland Investigations: Minor wetland impacts are anticipated. WDNR will assist in designating the wetland areas and types. Identify wetland impacts in conjunction with the Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002". A tracking form will be prepared by the CONSULTANT with the DEPARTMENT determining the ratio and banking site.

c. Preparation of an individual Section 404 permit application for submittal to the United States Army Corp of Engineers shall be considered "Extra Services".

(3) County zoning will be contacted after structure sizing is approved by the DEPARTMENT to provide the hydraulic sizing information. No further coordination with zoning is anticipated. The new structure will match or lower the 100 year flood elevation.

(4) DATCP notification is included.

(5) NRCS notification is included.

(6) Coordinate with USFWS through the IPaC System regarding threatened or endangered species. Provide the results of the IPaC coordination to the Region Environmental Coordinator. One bat survey will be completed by the CONSULTANT during the field survey. Additional site visits for bat surveys shall be considered "Extra Services".

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements: Not Applicable

(2) Utility Coordination

Perform all utility coordination in accordance with:

- a. The MANUAL
 - b. The WisDOT "Guide to Utility Coordination" for non-TRANS 220 projects
- (3) The DEPARTMENT/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) 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.
- (5) Utility Negotiations/Agreements: Not Applicable

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings:
 - a. Conduct one (1) public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT. Individual property owner meetings are not included.
 - b. Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting.
 - c. Prepare a summary report after the public involvement meeting.
 - d. Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting.
 - e. Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
 - f. Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - g. Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (2) Formal Public Hearing: Not Included
- (3) Open Forum Public Hearing: Not Included
- (4) Project Mailings, Newsletters: Not Included
- (5) Public Involvement Plan:

Prepare a Public Involvement Plan

F. MEETINGS

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Participate in the pre-construction conference via telephone as scheduled by the DEPARTMENT.

G. LOCATING

Not Applicable

H. SURVEYS

- (1) Locate the necessary section corners for the right-of-way plat. It is estimated that Five (5) section corners need to be located and tied to La Crosse County coordinates.
- (2) Conduct surveys that provide information necessary for the preparation of plats and acquisition of rights of way and property.
- (3) 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.
- (4) Set horizontal control based on the La Crosse County Coordinate System.
- (5) Submit all survey data in DWG format (AutoCAD version 2020). Field notes and sketches shall be in PDF format.
- (6) On the south approach, full topographic survey with cross sections will extend 400 feet south of the bridge. An additional 100 feet of just centerline and edge of pavement shots are also included.
- (7) On the north approach, full topographic survey with cross sections will extend 500 feet north of the bridge. An additional 100 feet of just centerline and edge of pavement shots are also included.
- (8) Topographic survey will extend 100 feet west of the road centerline for the temporary bypass.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Subsurface investigation includes up to four (4) 75-foot deep machine powered borings. Rock cores are not anticipated or included. Soils work sublet at cost-not-to-exceed.
- (2) Investigations of subsurface soil conditions for foundations at the sites of proposed bridges or other structures are required. They shall consist of not less than one machine powered boring within the approximate limits of each substructure unit.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation per DEPARTMENT standards.

Foundation investigations shall be coordinated with the MUNICIPALITY, with a minimum of three working days prior notice, to enable the MUNICIPALITY to make provisions for on-site observations and to evaluate conditions during drilling.

When borings have reached the depth of 100 feet without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the MUNICIPALITY. The extent of all subsurface foundation investigations performed shall be fully justified in the Soils Report for the PROJECT.

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.

- (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.
- (4) Transmit to the DEPARTMENT all Soil Reports relating to structures, roadways, pavements and environment.
- (5) Separate approach pavement borings are not included.
- (6) Traffic control for subsurface investigation will be provided by La Crosse County and will include flaggers, signs, and cones.

J. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:
 - Title Sheet
 - Typical Cross Sections, General Notes, and Special Details
 - Erosion Control Plan
 - Traffic Control Plan
 - Miscellaneous Quantities
 - Plan and Profile Sheets
 - Temporary Bypass Plan and Profile Sheets
 - Computer Earthwork Data
 - Cross Sections
 - Temporary Bypass Cross Sections
- (2) Pavement replacement limits estimated to include from 150 feet south of the new bridge to 150 feet north of the new bridge. Construction limits will extend an additional 150 feet on each side for the temporary bypass connection.
- (3) The horizontal alignment and vertical profile will generally match existing conditions.
- (4) Preliminary review of one (1) alignment shift alternative is included. The shifted alignment would allow the existing structure to remain open throughout construction without the need for a temporary bypass. This alternative may also be desirable if the road approach fill in the northeast corner spills into the waterway to avoid the construction of a retaining wall, which is not included. Preliminary and final design for the alignment shift alternative is not included. If this alternative is selected, the additional approach length, plat, and real estate acquisition will be added through a Contract Amendment.
- (5) The roadway will have a rural typical section with no curb and gutter. Beam guard is included.
- (6) A temporary bypass roadway and temporary bridge are included to keep CTH G open to traffic throughout construction. The bypass is expected to run along the west side of CTH G within the existing right of way. A single-lane bridge with stop signs on either side is anticipated. Temporary traffic signals are not included. Detour plans are not included.
- (7) Permanent signing will include object markers at the ends of the bridge rail. Pavement markings will be replaced in kind to match existing conditions.
- (8) Concrete pavement approach slabs are included. Structural approach slabs are not anticipated or included.

K. STRUCTURE PLANS

- (1) Prepare a Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. A PDF copy

of this plan and the Structure Survey Report/Hydraulic Report shall be submitted to the MUNICIPALITY for review. The MUNICIPALITY will review this preliminary plan and the Structure Survey Report/Hydraulic Report and return one copy to the CONSULTANT showing requested revisions, if any.

- (2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY with three sets of prints of such plans for review and examination.
- (5) Submit a PDF copy for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) Preparation or review of shop drawings is not included.
- (7) Plans will be subject to review and examination by the MUNICIPALITY.
- (8) Along with the plans for structures submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
- (9) Furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY may request.
- (10) In the design and development of the Structure Plans, develop two (2) alternative structure types or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics and blending with the topography, and costs.
- (11) Hydraulic sizing will include matching or slightly lowering the 100 year flood elevation.
- (12) Structure type alternatives include two of the following: single-span prestressed girder bridge, two-span prestressed girder bridge, three-span haunched slab bridge. The bridge will be skewed to match the stream alignment. The skew angle will fall within the limits in the Bridge Manual for standard structures (40 degrees maximum for prestressed girder bridges and 30 degrees maximum for slab bridges).

- (13) The structure will be on a tangent alignment between the reverse curves with a normal crown on the bridge deck. A superelevation transition on the bridge would require "Extra Services".
- (14) Realignment of the waterway is not included.
- (15) Standard Type A1 or A5 abutments founded on piling are anticipated. Spread footing foundations would be extra services. Standard pile-encased piers are anticipated if a multi-span structure is selected. The bottom of the abutments will extend 2 feet below the standard abutment depth, such that the top of the riprap berm will be located 4.5 feet above the bottom of the abutment.
- (16) A standard WisDOT railing is included.
- (17) Sidewalks or aesthetic treatments on the bridge are not included.
- (18) Inspection, analysis, or replacement of the existing retaining wall in the northeast quadrant is not included. It is assumed that the wall will remain or will be removed and replaced with slopes covered with heavy riprap.
- (19) Waterway markers are not anticipated. A waterway marker permit application is not included.

L. PLATS

- (1) Prepare an Acquisition Exhibit in accordance with Section 12-20 the Facilities Development Manual.
- (2) Right of way descriptions shall be provided for all individual parcels of land to be acquired as a Temporary Limited Easement 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.
- (3) Field locate and temporarily mark the temporary easement boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (4) Monumentation of right of way boundaries is not anticipated or included.
- (5) Be responsible for all changes to the acquisition exhibit and legal descriptions until the Real Estate Certification is completed. Changes on the acquisition exhibit that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract. Up to one revision is anticipated.
- (6) Title searches shall be made of the titles to all properties or premises through or over which a Right of Way for the PROJECT is to be acquired. The Title Search shall

extend over and cover a minimum period of sixty (60) years or to the last conveyance of record if more than sixty (60) years, and shall include a certificate to the MUNICIPALITY of all entries of record affecting the titles of the said properties or premises during such period. A copy of the last deed of record shall be included as part of the title report. All easements of record on purchased property shall be identified. All liens, mortgages, and tax records shall be identified. Up to two (2) title searches are included in this CONTRACT.

- (7) Ownership reports and updated title search reports are not included.
- (8) Five (5) section corners will be located and tied into the project. If section corners cannot be located, new section corners will not be established under this CONTRACT.
- (9) Real estate acquisition services are not included. Once the draft acquisition exhibit is complete and the acquisition scope is better defined, real estate acquisition services will be added through a Contract Amendment.

M. HIGHWAY SYSTEM CHANGES

Not Applicable

N. TRAFFIC

- (1) The AADT was approximately 87 vehicles per day in 2015 according to the bridge inspection report. Forecasts and growth rates will be based on WisDOT's Planning Level Forecast spreadsheet for a similar nearby site.

O. SERVICES PROVIDED BY THE MUNICIPALITY/DEPARTMENT

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

- 1. As-built plans, as may be available
- 2. Known utility names and contacts
- 3. Names and addresses of property owners
- 4. Meeting site for the Operational Planning Meeting (OPM)
- 5. Meeting site for the Public Involvement Meeting (PIM) and publishing of the PIM advertisement
- 6. Right of Way plats and Certified Survey Maps of properties adjacent to the project, if available
- 7. Section corner tie sheets

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

- 1. Asbestos inspection report for the bridge

P. PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to
 - (a) Subsurface Investigations to American Engineering Testing, Inc.
 - (b) Historical and Archaeological Surveys and Studies to Commonwealth Heritage Group, LLC
- (2) Contractor Data Packets are not required on local projects and would be “Extra 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 January 1, 2023. The schedule assumes a construction year of 2026.

Report Title	Date
Preliminary Road & Structure Plan	March 2024
Environmental Document	May 2024
Design Study Report	August 2024
Acquisition Exhibit	November 2024
90% Road & Structure Plans	June 1, 2025
Final Road & Structure Plans	August 1, 2025
Final P.S. & E.	August 1, 2025

- (4) The MUNICIPALITY has applied for construction funding through the Local Bridge Program utilizing Bipartisan Infrastructure Law (BIL) FFY 2024 funding. It is assumed that the structure will be selected for funding in this cycle. If construction funding is not secured in the FFY 2024 BIL funding cycle, a contract amendment will be needed to extend the contract duration and update plans and design documents to meet current standards. The project schedule assumes that the DEPARTMENT will not approve the Environmental Document until funding has been secured.

ATTACHMENT C
SCOPE OF SERVICES
FLEMING CREEK BRIDGE, B-32-0548
CTH M
LA CROSSE COUNTY

DEFINITIONS

“MUNICIPALITY” or “OWNER” means La Crosse County.

“CONSULTANT” means MSA Professional Services, Inc.

“DEPARTMENT” means the Wisconsin Department of Transportation

“MANUAL” means the DEPARTMENT'S Construction and Materials Manual (CMM); Facilities Development Manual (FDM); LRFD Bridge Manual (BM); and Standard Specifications for Highway and Structure Construction (Standard Specifications,) and materials referenced in those manuals.

A. DESIGN REPORTS

- (1) Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:
 - a. Design Study Report
 - i. Complete the Local Program Bridge Design Study Report (DSR)
 - ii. Document the roadside hazard analysis (RHA) in the DSR.
 - iii. The DSR will include the list of encroachments, if any. A separate encroachment report is not included.
 - iv. Exceptions to design standards are not anticipated or included.
 - b. Traffic Management Plan
Prepare a Traffic Management Plan Type 1 and include with the DSR.
 - c. Pavement Report
Prepare the flexible pavement design calculations and incorporate them with comments into the Design Study Report. A formal pavement report is not required.
 - d. Structure Survey Report
 - e. Hydraulic Report
 - f. Change Management
Up to one Change Management request is included, if needed.

(2) The following reports are not anticipated and would be “Extra Services”:

- a. Approach Length Justification Report
- b. Proprietary Product Justification Report
- c. Exception to Standards Report
- d. Encroachment Report
- e. Stormwater Report and/or Stormwater Spreadsheets

B. ENVIRONMENTAL DOCUMENTATION

Prepare a Categorical Exclusion Checklist (CEC) environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. One (1) factor sheet is anticipated and included.

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) Environmental Assessments: Not included
- (2) Environmental Impact Statements: Not included
- (3) Agricultural Impact Notice: Not included
- (4) Section 4(f) Evaluation: Not included
- (5) Section 6(f) Evaluation: Not included
- (6) Historical and Archaeological Surveys and Studies:
 - a. The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate tribes for the DEPARTMENT’S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of the PROJECT.
 - b. Identify the Area of Potential Effect (APE) for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys.

Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.

- c. Document the results of the reconnaissance survey for history using the "Architecture/History Survey Form".
 - d. Conduct a further study, in accordance with the MANUAL, to document the eligibility of Structure B-32-0548 for inclusion in the National Register of Historic Places. Further review or evaluation of other structures, buildings, or properties other than Structure B-32-0548 is "Extra Services".
 - e. Prepare a Determination of Eligibility for Structure B-32-0548 for inclusion in the National Register of Historic Places using a Determination of Eligibility Form HP-02-10(06/01/94).
 - f. It is assumed that the structure will not be eligible for the national Register of Historic Places based on a history of Warren pony trusses with standardized plans not being eligible. A determination of effects (No Effect, No Adverse Effects, Adverse Effects) is not included.
 - g. A Memorandum of Agreement is not included.
 - h. SHPO has been reevaluating their guidance on Warren pony trusses with standardized plans. If the structure is determined to be eligible for the National Register of Historic Places, a determination of effects and Memorandum of Agreement can be added through a contract amendment.
 - i. Archeological sites are not anticipated within the Area of Potential Effect. A Determination of Eligibility for archaeological sites is not anticipated or included. A Phase I archaeological survey report is not included.
- (7) Noise Analysis: Not included
- (8) Air Quality: Not included
- (9) Hazardous Materials/Contamination Assessments
- a. Complete the Phase I Hazardous Materials Site Assessment Summary. No further investigation is included.
 - b. 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.
 - c. The asbestos survey will be requested by the CONSULTANT and provided by the DEPARTMENT.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

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 MANUAL; and prepare the necessary application.

(2) Section 404 Permits:

a. Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

b. Wetland Investigations: Minor wetland impacts are anticipated. WDNR will assist in designating the wetland areas and types. Identify wetland impacts in conjunction with the Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002". A tracking form will be prepared by the CONSULTANT with the DEPARTMENT determining the ratio and banking site.

c. Preparation of an individual Section 404 permit application for submittal to the United States Army Corp of Engineers shall be considered "Extra Services".

(3) County zoning will be contacted after structure sizing is approved by the DEPARTMENT to provide the hydraulic sizing information. No further coordination with zoning is anticipated. The new structure will match or lower the 100 year flood elevation.

(4) DATCP notification is included.

(5) NRCS notification is included.

(6) Coordinate with USFWS through the IPaC System regarding threatened or endangered species. Provide the results of the IPaC coordination to the Region Environmental Coordinator. One bat survey will be completed by the CONSULTANT during the field survey. Additional site visits for bat surveys shall be considered "Extra Services".

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements: Not Applicable

(2) Utility Coordination

Perform all utility coordination in accordance with:

- a. The MANUAL
 - b. The WisDOT "Guide to Utility Coordination" for non-TRANS 220 projects
- (3) The DEPARTMENT/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) 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.
- (5) Utility Negotiations/Agreements: Not Applicable

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings:
 - a. Conduct one (1) public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT. Individual property owner meetings are not included.
 - b. Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting.
 - c. Prepare a summary report after the public involvement meeting.
 - d. Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting.
 - e. Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
 - f. Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - g. Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (2) Formal Public Hearing: Not Included
- (3) Open Forum Public Hearing: Not Included
- (4) Project Mailings, Newsletters: Not Included
- (5) Public Involvement Plan:

Prepare a Public Involvement Plan

F. MEETINGS

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Participate in the pre-construction conference via telephone as scheduled by the DEPARTMENT.

G. LOCATING

Not Applicable

H. SURVEYS

- (1) Locate the necessary section corners for the right-of-way plat. It is estimated that two (2) section corners need to be located and tied to La Crosse County coordinates.
- (2) 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.
- (3) 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.
- (4) Set horizontal control based on the La Crosse County Coordinate System.
- (5) Submit all survey data in DWG format (AutoCAD version 2020). Field notes and sketches shall be in PDF format.
- (6) On the south approach, full topographic survey with cross sections will extend to the north edge of the intersection with Pfaff Road. At the intersection and 100 feet to the south, survey will be limited to centerline and edge of pavement.
- (7) On the north approach, full topographic survey with cross sections will extend to the south edge of the intersection with CTH T. Include cross sections for 100 feet in each direction along the south side of CTH T for new beam guard layout. The pavement edges will be surveyed at each quadrant of the intersection and 50 feet beyond in each direction. The beam guard in the northeast quadrant of the bridge will be surveyed for 100 feet to the east of the intersection.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Subsurface investigation includes up to four (4) 160-foot deep machine powered borings. Rock cores are not anticipated or included. Soils work sublet at cost-not-to-exceed.
- (2) Investigations of subsurface soil conditions for foundations at the sites of proposed bridges or other structures are required. They shall consist of not less than one machine powered boring within the approximate limits of each substructure unit.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation per DEPARTMENT standards.

Foundation investigations shall be coordinated with the MUNICIPALITY, with a minimum of three working days prior notice, to enable the MUNICIPALITY to make provisions for on-site observations and to evaluate conditions during drilling.

When borings have reached the depth of 100 feet without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the MUNICIPALITY. The extent of all subsurface foundation investigations performed shall be fully justified in the Soils Report for the PROJECT.

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.

- (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.
- (4) Transmit to the DEPARTMENT all Soil Reports relating to structures, roadways, pavements and environment.
- (5) Separate approach pavement borings are not included.
- (6) Traffic control for subsurface investigation will be provided by La Crosse County and will include flaggers, signs, and cones or a road closure with a detour posted by the MUNICIPALITY.

J. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:
 - Title Sheet
 - Typical Cross Sections, General Notes, and Special Details
 - Erosion Control Plan
 - Traffic Control Plan
 - Miscellaneous Quantities
 - Plan and Profile Sheets
 - Computer Earthwork Data
 - Cross Sections
- (2) Project length estimated to include from 150 feet south of the new bridge to the intersection with CTH T. The southern radii of the intersection will be replaced with a similar configuration to existing. Reconstruction of the intersection with Pfaff Road or CTH T is not included.
- (3) The horizontal alignment and vertical profile will generally match existing conditions.
- (4) The roadway will have a rural typical section with no curb and gutter. Beam guard is included on all four corners of the bridge. In the northeast quadrant, the beam guard will tie into the existing beam guard along CTH T.
- (5) CTH M within the project limits will be closed for the duration of construction. Road closure signing will be provided using WisDOT's Standard Detail Drawings. Detour plans are included. A temporary bypass is not included. Standard Detail Drawings (SDDs) will be used for any daytime lane closures using flaggers on CTH T for beam guard installation.
- (6) Permanent signing will include object markers at the ends of the bridge rail. Stop signs or road name signs within the project limits will be replaced in kind. Pavement markings will be replaced in kind to match existing conditions.
- (7) Concrete pavement approach slabs are included. Structural approach slabs are not anticipated or included.

K. STRUCTURE PLANS

- (1) Prepare a Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. A PDF copy of this plan and the Structure Survey Report/Hydraulic Report shall be submitted to the MUNICIPALITY for review. The MUNICIPALITY will review this preliminary plan and the Structure Survey Report/Hydraulic Report and return one copy to the CONSULTANT showing requested revisions, if any.

- (2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY with three sets of prints of such plans for review and examination.
- (5) Submit a PDF copy for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) Preparation or review of shop drawings is not included.
- (7) Plans will be subject to review and examination by the MUNICIPALITY.
- (8) Along with the plans for structures submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
- (9) Furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY may request.
- (10) In the design and development of the Structure Plans, develop two (2) alternative structure types or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics and blending with the topography, and costs.
- (11) Hydraulic sizing will include matching or slightly lowering the 100 year flood elevation.
- (12) Structure type alternatives include two of the following: two-span prestressed girder bridge, three-span prestressed girder bridge, three-span haunched slab bridge. The bridge will be skewed to match the stream alignment. The skew angle will fall within the limits in the Bridge Manual for standard structures (40 degrees maximum for prestressed girder bridges and 30 degrees maximum for slab bridges).
- (13) The structure will be on a tangent alignment with a normal crown.
- (14) Realignment of the waterway is not included.
- (15) Standard Type A1 or A5 abutments founded on piling are anticipated. Spread footing foundations would be extra services. Standard pile-encased piers are anticipated. The bottom of the abutments will extend 2 feet below the standard

abutment depth, such that the top of the riprap berm will be located 4.5 feet above the bottom of the abutment.

- (16) A standard WisDOT railing is included.
- (17) Sidewalks or aesthetic treatments on the bridge are not included.
- (18) Waterway markers are not anticipated. A waterway marker permit application is not included.

L. PLATS

- (1) Prepare a Traditional Right-of-Way Plat in accordance with the MANUAL.
- (2) Right of way descriptions 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.
- (3) Field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (4) Monument the new and existing right of way boundaries in accordance with the procedures outlined in the MANUAL. Iron rod monuments are included. Yellow marker posts will be placed by the contractor and are not included.
- (5) 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) A table shall be assigned to every Right-of-Way Plat sheet stating the historical basis for dimensioning the existing highway right-of-way, to also include intersecting side roads. The coordinate basis for the plat shall be on the title sheet and each detail sheet.
- (7) 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. Up to one revision is anticipated.
- (8) Submit the Right-of-Way Plat electronically in accordance with the MANUAL to be reproduced by the DEPARTMENT for each relocation order or when requested by the DEPARTMENT.
- (9) Title searches shall be made of the titles to all properties or premises through or over which a Right of Way for the PROJECT is to be acquired. The Title Search shall extend over and cover a minimum period of sixty (60) years or to the last conveyance of record if more than sixty (60) years, and shall include a certificate to the

MUNICIPALITY of all entries of record affecting the titles of the said properties or premises during such period. A copy of the last deed of record shall be included as part of the title report. All easements of record on purchased property shall be identified. All liens, mortgages, and tax records shall be identified. Up to three (3) title searches are included in this CONTRACT.

- (10) Ownership reports and updated title search reports are not included.
- (11) Two (2) section corners will be located and tied into the project. If section corners cannot be located, new section corners will not be established under this CONTRACT.
- (12) Real estate acquisition services are not included. Once the draft plat is complete and the acquisition scope is better defined, real estate acquisition services will be added through a Contract Amendment.

M. HIGHWAY SYSTEM CHANGES

Not Applicable

N. TRAFFIC

- (1) The AADT was approximately 270 vehicles per day in 2021 according to WisDOT's Traffic Count map. Forecasts and growth rates will be based on WisDOT's Planning Level Forecast spreadsheet for a similar nearby site.

O. SERVICES PROVIDED BY THE MUNICIPALITY/DEPARTMENT

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

- 1. As-built plans, as may be available
- 2. Known utility names and contacts
- 3. Names and addresses of property owners
- 4. Meeting site for the Operational Planning Meeting (OPM)
- 5. Meeting site for the Public Involvement Meeting (PIM) and publishing of the PIM advertisement
- 6. Right of Way plats and Certified Survey Maps of properties adjacent to the project, if available
- 7. Section corner tie sheets

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

- 1. Asbestos inspection report for the bridge

P. PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to
 - (a) Subsurface Investigations to American Engineering Testing, Inc.
 - (b) Historical and Archaeological Surveys and Studies to Commonwealth Heritage Group, LLC
- (2) Contractor Data Packets are not required on local projects and would be “Extra 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 January 1, 2023. The schedule assumes a construction year of 2027.

Report Title	Date
Preliminary Road & Structure Plan	July 2024
Environmental Document	November 2024
Design Study Report	April 2025
Right-Of-Way Plat & Descriptions	July 2025
90% Road & Structure Plans	June 1, 2026
Final Road & Structure Plans	August 1, 2026
Final P.S. & E.	August 1, 2026

- (4) The project is not yet eligible for replacement funding through the Local Bridge Program because the sufficiency rating is greater than 50. It is assumed that the structure will be eligible for funding before applications are due in the fall of 2023 for the 2024-2029 program cycle. If funding is not secured in the 2024-2029 program cycle, a contract amendment will be needed to extend the contract duration and update plans and design documents to meet current standards. The project schedule assumes that the DEPARTMENT will not approve the Environmental Document until funding has been secured.

ATTACHMENT D
SUBCONSULTANT PROPOSALS
CTH O - GEOTECHNICAL SERVICES



November 17, 2022

Ms. Julia Zehner
MSA Professional Services, Inc.
1702 Pankratz Street
Madison, Wisconsin 53704

RE: Proposal for Geotechnical Services
Proposed Replacement Bridge
CTH O over Bostwick Creek
Town of Barre Mills
La Crosse County
AET Proposal No. P-0018243.r1

Dear Ms. Zehner:

On behalf of American Engineering Testing, Inc., we are pleased to submit this proposal for your project. In this proposal, we present a description of our understanding of the project, an outline of our scope of service, and our estimated fee.

PROJECT DESCRIPTION

MSA Professional Services, Inc. is providing engineering services for the replacement of the bridge at the CTH O crossing of Bostwick Creek in the Town of Barre Mills in La Crosse County. The existing structure (B-32-020) is a three-span haunched concrete slab bridge with a total length of 105.6 feet, a deck width of 28.2 feet, and a bridge roadway width of 24.0 feet. The new structure will probably be a single-span prestressed girder bridge; we anticipate the new bridge will have a similar length and width as existing. The ADT is approximately 2900. The bridge is posted with a 40-ton weight limit.

SCOPE OF SERVICE

Field Exploration

You requested we drill two borings for the replacement bridge. Based on our review of geologic information in the bridge vicinity, we recommend planned boring depths of 100 feet. If the borings reach the planned depths and soil conditions are estimated to not provide the required geotechnical resistance, we will contact you to discuss increasing the boring depths. Similarly, if we encounter conditions that indicate rock coring is needed, we will contact you.

4203 Schofield Avenue, Suite 1 | Schofield, WI 54476

Phone (715) 359-3534 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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We will contact Diggers Hotline to locate public underground utilities at the site before we drill. Our crew will drill the borings using hollow-stem augers and mud rotary techniques. We will sample the soil with the split-barrel method (ASTM D1586). Rock coring would be performed with NQ-size equipment. We will backfill the boreholes in accordance with Wisconsin Administrative Code NR 141 and place asphalt patch at the surface of the abutment borings.

Our drill crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration values (N-values, "blows per foot"), preliminary soil and bedrock classifications, and observed groundwater levels. Representative portions of the recovered soil samples will be sealed in jars to reduce moisture loss and submitted to our laboratory for examination, testing, and final classification by a geotechnical engineer. Recovered rock cores would be placed in waxed boxes.

We will measure the surface elevations at the boring locations referenced to a benchmark on or near the existing structure.

La Crosse County will provide the traffic control services for the project.

Laboratory Testing

In our laboratory, a geotechnical engineer will examine each of the recovered soil samples to assess the major and minor components, while also noting the color, degree of saturation, and lenses or seams in the samples. We will visually/manually classify the soil samples on the basis of texture and plasticity in accordance with the Unified Soils Classification System (USCS), group the soils into strata by type, and prepare the boring logs.

We anticipate performing routine laboratory testing on selected samples, to possibly include moisture content, unconfined compressive strength (by hand penetrometer), Atterberg limits, and gradation testing (including a sample from the creek bed).

Geotechnical Report

In our report, we will describe the soil and groundwater conditions we encounter, and present geotechnical recommendations for design (by LRFD methods) and construction of the replacement bridge. We will provide our recommendations in accordance with the WisDOT Bridge Manual. Our report will also provide pavement design parameters that can be used for designing the approach pavement. We will also submit the boring logs in gINT format using the WisDOT template.

SCHEDULE

We can typically begin a geotechnical exploration within about four to five weeks of receiving authorization to proceed. The drilling for this project will probably take two days, but this will depend on actual boring depths. We will then submit the geotechnical report within about two to three weeks after completing the borings.



FEE

The attached fee table provides our estimated costs for the various tasks. The basis of payment for our services will be Cost Per Unit. We estimate a total fee of **\$10,370**.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater.

CLOSING

Please indicate your acceptance of this proposal by sending us a task order for signatures. Please contact us at (715) 359-3534 if you have questions or need additional information.

SIGNATURE

AMERICAN ENGINEERING TESTING, INC.

A handwritten signature in blue ink, appearing to read 'Benjamin B. Mattson', with a long horizontal flourish extending to the right.

Benjamin B. Mattson, P.E.
Senior Geotechnical Engineer



Fee Table (this project only)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT RATE (\$)</u>	<u>COST (\$)</u>
1.	Project management, laboratory soils review, limited laboratory soil testing, and preparation of geotechnical report	1	LS	2600	2600
2a.	Initial day drill crew mobilization, boring layout, and elevation measurements	1	LS	2100	2100
2b.	Subsequent day drill crew mobilization (includes local travel, local lodging, and per diem)	1	DAY	550	550
3a.	Geotechnical drilling and sampling in soil, including abandonment (0 to 40 feet)	80	FT	22	1760
3b.	Geotechnical drilling and sampling in soil, including abandonment (40 to 80 feet)	80	FT	27	2160
3c.	Geotechnical drilling and sampling in soil, including abandonment (80 to 100 feet)	40	FT	30	1200
3d.	Geotechnical drilling and sampling in soil, including abandonment (100 to 120 feet)	0	FT	33	0
3e.	Geotechnical drilling and sampling in soil, including abandonment (120 to 140 feet)	0	FT	36	0
3f.	Geotechnical drilling and sampling in soil, including abandonment (140 to 160 feet)	0	FT	39	0
4.	NQ rock coring	0	HR	250	0
Estimated Total					\$10,370

ATTACHMENT D
SUBCONSULTANT PROPOSALS
CTH G - GEOTECHNICAL SERVICES



November 17, 2022

Ms. Julia Zehner
MSA Professional Services, Inc.
1702 Pankratz Street
Madison, Wisconsin 53704

RE: Proposal for Geotechnical Services
Proposed Replacement Bridge
CTH G over Coon Creek
Town of Washington
La Crosse County
AET Proposal No. P-0018241.r1

Dear Ms. Zehner:

On behalf of American Engineering Testing, Inc., we are pleased to submit this proposal for your project. In this proposal, we present a description of our understanding of the project, an outline of our scope of service, and our estimated fee.

PROJECT DESCRIPTION

MSA Professional Services, Inc. is providing engineering services for the replacement of the bridge at the CTH G crossing of Coon Creek in the Town of Washington in La Crosse County. The existing structure (B-32-050) is a single-span steel truss bridge with a total length of 108.0 feet and a deck width of 23.2 feet. The new structure will be a one- or two-span prestressed girder bridge or a three-span haunched slab bridge; we anticipate the length and width will be similar to existing. The ADT is approximately 90. The bridge is currently posted with a 30-ton weight limit.

SCOPE OF SERVICE

Field Exploration

You requested we drill four borings for the replacement bridge. Based on our review of geologic information in the bridge vicinity, we recommend planned boring depths of 75 feet. If the borings reach the planned depths and soil conditions are estimated to not provide the required geotechnical resistance, we will contact you to discuss increasing the boring depths. Similarly, if we encounter conditions that indicate rock coring is needed, we will contact you.

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We will contact Diggers Hotline to locate public underground utilities at the site before we drill. Our crew will drill the borings using hollow-stem augers and mud rotary techniques. We will sample the soil with the split-barrel method (ASTM D1586). Rock coring would be performed with NQ-size equipment.

Our drill crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration values (N-values, "blows per foot"), preliminary soil and bedrock classifications, and observed groundwater levels. Representative portions of the recovered soil samples will be sealed in jars to reduce moisture loss and submitted to our laboratory for examination, testing, and final classification by a geotechnical engineer. Recovered rock cores would be placed in waxed boxes.

We will backfill the boreholes in accordance with Wisconsin Administrative Code NR 141 and place asphalt patch at the surface of the abutment borings. We will use a coring machine to core holes through the bridge deck for the pier borings; we will patch those holes with MasterEmaco T545 mortar.

We will measure the surface elevations at the boring locations referenced to a benchmark on or near the existing structure.

La Crosse County will provide the traffic control services for the project.

Laboratory Testing

In our laboratory, a geotechnical engineer will examine each of the recovered soil samples to assess the major and minor components, while also noting the color, degree of saturation, and lenses or seams in the samples. We will visually/manually classify the soil samples on the basis of texture and plasticity in accordance with the Unified Soils Classification System (USCS), group the soils into strata by type, and prepare the boring logs. Rock cores would be reviewed by a geotechnical engineer for final classification and rock quality designation (RQD) determination.

We anticipate performing routine laboratory testing on selected samples, to possibly include moisture content, unconfined compressive strength (by hand penetrometer), Atterberg limits, and gradation testing (including a sample from the creek bed).

Geotechnical Report

In our report, we will describe the soil and groundwater conditions we encounter, and present geotechnical recommendations for design (by LRFD methods) and construction of the replacement bridge. We will provide our recommendations in accordance with the WisDOT Bridge Manual. Our report will also provide pavement design parameters that can be used for designing the approach pavement. We will also submit the boring logs in gINT format using the WisDOT template.



SCHEDULE

We can typically begin a geotechnical exploration within about four to five weeks of receiving authorization to proceed. The drilling for this project will probably take four days. We will then submit the geotechnical report within about two to three weeks after completing the borings.

FEE

The attached fee table provides our estimated costs for the various tasks. The basis of payment for our services will be Cost Per Unit. We estimate a total fee of **\$15,250**.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater.

CLOSING

Please indicate your acceptance of this proposal by sending us a task order for signatures. Please contact us at (715) 359-3534 if you have questions or need additional information.

SIGNATURE

AMERICAN ENGINEERING TESTING, INC.

A handwritten signature in blue ink, appearing to read 'Benjamin B. Mattson', with a long horizontal flourish extending to the right.

Benjamin B. Mattson, P.E.
Senior Geotechnical Engineer



Fee Table (this project only)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT RATE (\$)</u>	<u>COST (\$)</u>
1.	Project management, laboratory soils review, limited laboratory soil testing, and preparation of geotechnical report	1	LS	2800	2800
2a.	Initial day drill crew mobilization, boring layout, and elevation measurements	1	LS	2200	2200
2b.	Subsequent day drill crew mobilization (includes local travel, local lodging, and per diem)	3	DAY	650	1950
3a.	Geotechnical drilling and sampling in soil, including abandonment (0 to 40 feet)	160	FT	22	3520
3b.	Geotechnical drilling and sampling in soil, including abandonment (40 to 80 feet)	140	FT	27	3780
3c.	Geotechnical drilling and sampling in soil, including abandonment (80 to 100 feet)	0	FT	30	0
3d.	Geotechnical drilling and sampling in soil, including abandonment (100 to 120 feet)	0	FT	33	0
4.	NQ rock coring	0	HR	250	0
5.	Bridge deck coring and patching	2	EA	500	1000
Estimated Total					\$15,250

ATTACHMENT D
SUBCONSULTANT PROPOSALS
CTH M - GEOTECHNICAL SERVICES



November 17, 2022

Ms. Julia Zehner
MSA Professional Services, Inc.
1702 Pankratz Street
Madison, Wisconsin 53704

RE: Proposal for Geotechnical Services
Proposed Replacement Bridge
CTH M over Fleming Creek
Town of Farmington
La Crosse County
AET Proposal No. P-0018242.r1

Dear Ms. Zehner:

On behalf of American Engineering Testing, Inc., we are pleased to submit this proposal for your project. In this proposal, we present a description of our understanding of the project, an outline of our scope of service, and our estimated fee.

PROJECT DESCRIPTION

MSA Professional Services, Inc. is providing engineering services for the replacement of the bridge at the CTH M crossing of Fleming Creek in the Town of Farmington in La Crosse County. The existing structure (B-32-548) is a single-span steel truss bridge with a total length of 135.5 feet, a deck width of 21.0 feet, and a bridge roadway width of 20.0 feet. The new structure will be a two- or three-span prestressed girder bridge or a three-span haunched slab bridge; we anticipate the new bridge will be wider but have a similar length to existing. The ADT is approximately 260.

SCOPE OF SERVICE

Field Exploration

You requested we drill four borings for the replacement bridge. Based on our review of geologic information in the bridge vicinity, we recommend planned boring depths of 160 feet. If the borings reach the planned depths and soil conditions are estimated to not provide the required geotechnical resistance, we will contact you to discuss increasing the boring depths. Similarly, if we encounter conditions that indicate rock coring is needed, we will contact you.

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We will contact Diggers Hotline to locate public underground utilities at the site before we drill. Our crew will drill the borings using hollow-stem augers and mud rotary techniques. We will sample the soil with the split-barrel method (ASTM D1586). Rock coring would be performed with NQ-size equipment.

Our drill crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration values (N-values, "blows per foot"), preliminary soil and bedrock classifications, and observed groundwater levels. Representative portions of the recovered soil samples will be sealed in jars to reduce moisture loss and submitted to our laboratory for examination, testing, and final classification by a geotechnical engineer. Recovered rock cores will be placed in waxed boxes.

We will backfill the boreholes in accordance with Wisconsin Administrative Code NR 141 and place asphalt patch at the surface of the abutment borings. We will use a coring machine to core holes through the bridge deck for the pier borings; we will patch those holes with MasterEmaco T545 mortar.

We will measure the surface elevations at the boring locations referenced to a benchmark on or near the existing structure.

La Crosse County will provide the traffic control services for the project.

Laboratory Testing

In our laboratory, a geotechnical engineer will examine each of the recovered soil samples to assess the major and minor components, while also noting the color, degree of saturation, and lenses or seams in the samples. We will visually/manually classify the soil samples on the basis of texture and plasticity in accordance with the Unified Soils Classification System (USCS), group the soils into strata by type, and prepare the boring logs.

We anticipate performing routine laboratory testing on selected samples, to possibly include moisture content, unconfined compressive strength (by hand penetrometer), Atterberg limits, and gradation testing (including a sample from the creek bed).

Geotechnical Report

In our report, we will describe the soil and groundwater conditions we encounter, and present geotechnical recommendations for design (by LRFD methods) and construction of the replacement bridge. We will provide our recommendations in accordance with the WisDOT Bridge Manual. Our report will also provide pavement design parameters that can be used for designing the approach pavement. We will also submit the boring logs in gINT format using the WisDOT template.



SCHEDULE

We can typically begin a geotechnical exploration within about four to five weeks of receiving authorization to proceed. The drilling for this project will probably take from five to eight days, depending on actual boring depths. We will then submit the geotechnical report within about two to three weeks after completing the borings.

FEE

The attached fee table provides our estimated costs for the various tasks. The basis of payment for our services will be Cost Per Unit. We estimate a total fee of **\$29,930**.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater.

CLOSING

Please indicate your acceptance of this proposal by sending us a task order for signatures. Please contact us at (715) 359-3534 if you have questions or need additional information.

SIGNATURE

AMERICAN ENGINEERING TESTING, INC.

A handwritten signature in blue ink, appearing to read 'Benjamin B. Mattson', with a long horizontal flourish extending to the right.

Benjamin B. Mattson, P.E.
Senior Geotechnical Engineer



Fee Table (this project only)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT RATE (\$)</u>	<u>COST (\$)</u>
1.	Project management, laboratory soils review, limited laboratory soil testing, and preparation of geotechnical report	1	LS	3000	3000
2a.	Initial day drill crew mobilization, boring layout, and elevation measurements	1	LS	2150	2150
2b.	Subsequent day drill crew mobilization (includes local travel, local lodging, and per diem)	7	DAY	700	4900
3a.	Geotechnical drilling and sampling in soil, including abandonment (0 to 40 feet)	160	FT	22	3520
3b.	Geotechnical drilling and sampling in soil, including abandonment (40 to 80 feet)	160	FT	27	4320
3c.	Geotechnical drilling and sampling in soil, including abandonment (80 to 100 feet)	80	FT	30	2400
3d.	Geotechnical drilling and sampling in soil, including abandonment (100 to 120 feet)	80	FT	33	2640
3e.	Geotechnical drilling and sampling in soil, including abandonment (120 to 140 feet)	80	FT	36	2880
3f.	Geotechnical drilling and sampling in soil, including abandonment (140 to 160 feet)	80	FT	39	3120
3g.	Geotechnical drilling and sampling in soil, including abandonment (160 to 180 feet)	0	FT	42	0
3h.	Geotechnical drilling and sampling in soil, including abandonment (180 to 200 feet)	0	FT	45	0
4.	NQ rock coring	0	HR	250	0
5.	Bridge deck coring and patching	2	EA	500	1000
Estimated Total					\$29,930

ATTACHMENT D
SUBCONSULTANT PROPOSALS

CTH G & CTH M - ARCHAEOLOGICAL & ARCHITECTURE/HISTORY SERVICES

H E R I T A G E G R O U P

This proposal contains pricing and other information confidential and proprietary to Commonwealth Heritage Group, LLC. Disclosure of this proposal's contents to persons or organizations outside MSA Professional Services, Inc. and La Crosse County is not authorized without specific written permission of Commonwealth Heritage Group, LLC. All technical specifications in this proposal are valid for 90 days unless an agreement is reached and executed.

Date: November 8, 2022 W-2355

To: Leah Rhodes, PE
MSA Professional Services Inc.

From: Greg Rainka 

Subject: Proposal – Archaeological and Architecture/History Investigations
La Crosse County Bridge Replacements
B-32-50 and B-32-548

Commonwealth Heritage Group, Inc. (Commonwealth) is pleased to present the following proposal to MSA Professional Services, Inc. (MSA) for cultural resources services for the subject bridge replacement projects in La Crosse County. It is our understanding that archaeological and architecture/history investigations are needed pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations.

ARCHAEOLOGICAL INVESTIGATIONS

Records and Literature Review

The initial archaeological task will consist of reviewing background information compiled for each project to ensure that it is current. The study areas will include the Area of Potential Effects (APE) and the surrounding area. We will review the Wisconsin Historic Preservation Database (WHPD) to identify previously recorded archaeological and cemetery/burial sites in each project area. Other sources that potentially will be consulted may include previous cultural resource investigations in the project areas, historic plat maps and atlases, and relevant literature pertaining to potential archaeological resources. For the purposes of background discussion and supporting the choice of field methods, Commonwealth will search for and identify archaeological sites within one mile of each project.

Phase I Archaeological Field Investigations

The next stage of the archaeological investigations will consist of a Phase I archaeological survey of the APE. Based on the information provided to date, each project involves a bridge replacement and reconstruction of the bridge approaches. For the purposes of this proposal, Commonwealth assumes

archaeological survey for each project will extend up to 300 feet down the approaches from the center of the existing bridge and the total survey area will not exceed one-half acre in size. Survey will be conducted employing standard archaeological techniques and may include both shovel testing and pedestrian (walkover) survey.

The following field techniques are consistent with the requirements of the Wisconsin DHP and the *Guidelines for Public Archeology in Wisconsin* (2012) and the most recent *Wisconsin Department of Transportation Facilities Development Manual* (FDM). Archaeological fieldwork will be completed using a one-person field team. In areas with substantial exposed ground visibility (> 10 percent), our field team will undertake a controlled surface survey with a 10-m interval maintained between visual transects. In areas where surface visibility is less than 15 percent, shovel testing will be conducted. Spacing between shovel tests and shovel test transects will not exceed 15 m. Shovel testing will not be undertaken on steep slopes, in wetlands, or in areas of obvious disturbances (e.g., borrow pits, two-track roads). Disturbed areas will, however, be evaluated by soil probes or shovel tests placed at a 45-m interval to verify the disturbance. The field conditions, methods, and presence of disturbance will be documented on project plans.

Each shovel test will be approximately 35 cm to 50 cm in diameter (depending on the depth needed to reach sterile subsoil) and excavated to a depth sufficient to verify the presence of sterile, undisturbed subsoil. The contents of each shovel test unit will be screened through 1/4-in hardware cloth. If a shovel test produces artifacts, additional radial shovel tests will be excavated in cardinal directions from the findspot at 5-m intervals until two consecutive negative shovel tests are encountered. All shovel tests will be numbered and observations recorded individually on project forms and tied to project maps. The type of survey coverage (shovel testing versus walkover) and ground surface conditions, including disturbances, will also be recorded on project maps.

The location of each site will be recorded on project maps, and a compass and pace map will be produced to tie the site into the surrounding landscape. All sites will be referenced to the nearest permanent landmark. Site boundaries will be based on the surface distribution of artifacts or shovel tests containing artifacts within the survey corridor. During the fieldwork stage, particular attention will be given to locations within the proposed construction area that might contain sites identified during the background and literature search. All located or relocated sites will be photographed in color, plotted using GPS technology, and recorded on project maps. Verbal notification of the results of the survey will be provided within five working days of completion of the fieldwork.

It is assumed that MSA will be responsible for securing landowner permission to conduct survey outside of the existing right-of-way, where necessary. Fieldwork will commence after landowner permission has been secured. It is also assumed that MSA will provide preliminary design plans and/or files prior to commencement of the survey to facilitate Commonwealth's delineation of the APE and use of GPS equipment during fieldwork.

Laboratory Analysis

In the event that artifacts are recovered, they will be cleaned, processed, and analyzed. To the extent feasible, artifacts will be classified according to chronology and/or cultural affiliation, function, and raw material. An inventory will be produced for inclusion in the report and will be generated using Commonwealth's computerized database developed for archaeological collections. The types and quantities of artifacts will be integrated into the report on a site-by-site basis to help evaluate site



significance. Artifact analysis will be done in accordance with the *Guidelines for Public Archeology in Wisconsin* (2012).

For each new site located, Commonwealth will complete a Wisconsin Archaeological Site Inventory (ASI) form and obtain a state site number from the Wisconsin DHP. For each site that has previously recorded and for which new information is derived, an ASI Update form will be completed. The state codification number will be recorded on all analytic paperwork, artifact bags and inventory cards, and field notes, at this time.

Curation

Artifacts will be prepared for curation in accordance with 36 CFR Part 79, Curation of Federally- Owned and Administered Archaeological Collections. Commonwealth will make arrangements for curation of the artifacts with a State-approved repository, and the ASI will be updated to reflect the final disposition of collections. Costs are not included in this proposal and will be negotiated once the volume of materials needing curation is known.

Report Preparation

Commonwealth assumes no archaeological sites will be found, and therefore we assume we will complete an Archaeological Survey Field Report (ASFR) and Archaeological Records and Literature Review form for each project in lieu of a formal report. Should a site be found, a formal Phase I survey report will be required to fully document the site and provide sufficient information to make a preliminary evaluation regarding National Register of Historic Places (National Register) eligibility. The preparation of a formal Phase I survey report and Determination of Eligibility (DOE) for any identified archaeological sites are not included in this proposal.

ARCHITECTURE/HISTORY INVESTIGATIONS

Background Research and Reconnaissance-Level Survey

Commonwealth will conduct background and archival research and review the WHPD to determine if any properties in the project areas were previously surveyed. Commonwealth will then complete an architecture/history survey of properties that may be directly or indirectly affected by each project in accordance with the Wisconsin Historical Society's *Survey Manual*. We will identify, photograph, and assess the National Register eligibility of individual buildings, structures, and objects, as well as any districts that are present. Additional photographs depicting streetscapes and view sheds will be provided as needed to document the project's APE. Verbal notification of our survey results will be provided to MSA within three working days of completion of the fieldwork.

Commonwealth assumes the APE for architecture/history will be defined to include the bridges proposed for replacement and immediately adjacent properties. For the purposes of this proposal, Commonwealth assumes the bridges will be the only resources identified in the APE requiring survey. The results of each survey will be documented in an Architecture/History Survey Report (AHSR), as required by the Wisconsin State Historic Preservation Office (SHPO).

Determinations of Eligibility

Each of the bridges proposed for replacement is a single-span Warren pony truss constructed in 1939. Bridges of this type and from this period generally have potential significance. For this reason, Commonwealth proposes to complete a DOE for each bridge. Although Warren trusses are by far the most common type of truss bridge in Wisconsin, these bridges may be eligible for the National Register if sufficiently intact. We will conduct research specific to the history and engineering of each bridge and compare it to other similar bridges of the period to assess its level of distinction and integrity within its historic context. Sources that will be utilized include, but are not limited to, the Wisconsin statewide truss bridge survey (Volume 2 of *Historic Highway Bridges in Wisconsin*), the truss bridge section of *Cultural Resource Management in Wisconsin* (Wyatt 1986), *A Context for Common Historic Bridge Types* (Parsons Brinckerhoff 2005), the Wisconsin Department of Transportation (WisDOT) Highway Structures Information System (HSI), and newspaper and journal articles.

Fieldwork for each DOE will involve taking high resolution digital photographs of the bridge to sufficiently document its existing physical condition and historic integrity. Commonwealth also will compile historic photographs of the bridge, if available, to document changes to the structure over time. WisDOT's "Short Form DOE for Bridges" will be used for documentation of each bridge.

OTHER SERVICES INCLUDED

In addition to the archaeological and architecture/history investigations and DOEs, Commonwealth will assist MSA with completing the Section 106 form and will notify local historical societies and other local interested parties to solicit comments about the project and its potential to affect historic properties.

SERVICES NOT INCLUDED

This proposal assumes no archaeological sites will be found and therefore does not include a Phase I archaeological survey report. This proposal also does not include an assessment of effects to historic properties.

DELIVERABLES

Electronic drafts of the ASFR, AHSR, and DOEs will be submitted to MSA for review and comment. Following receipt of comments, digital copies of the final reports will be submitted to MSA for your files and distribution.

SCHEDULE

Weather permitting, Commonwealth will complete pre-field research and the archaeological and architecture/history surveys within 15 business days of receiving authorization to proceed. We assume the fieldwork can be completed for the two projects in the same mobilization. Commonwealth proposes to submit draft survey reports (ASFR and AHSR) and the DOEs for review within 20 business days after the completion of the fieldwork. Final reports will be submitted within 3 business days of receiving comments from MSA. Should this schedule not meet the needs of MSA, Commonwealth will negotiate a modified schedule.

COST

Based on our assumptions, Commonwealth proposes to complete archaeological and architecture/history surveys and associated reporting and a DOE for each of the bridge replacement projects in La Crosse County for the following not-to-exceed costs:

- B-32-50: \$5,236.12
- B-32-548: \$5,236.12

Billing will be on a cost reimbursable plus fixed fee basis. Attached is a breakdown of costs.

Archaeological and Architecture/History Investigations, Determination of Eligibility Replacement of Structure B-32-50 La Crosse County						
Salary & Wages	Rate	Prefield	Field	Report	Total	TOTAL
G. Rainka – Project Manager	\$45.67	2		4	6	\$274.02
K. Stanger – Architectural Historian	\$21.50	8	10	24	42	\$903.00
R. Jones – Archaeologist	\$25.73	2	10	6	18	\$463.14
E. Hulit – GIS/Graphics	\$29.38	2		4	6	\$176.28
P. Moriarity – Administrative Support	\$20.00	1		1	2	\$40.00
Subtotal		15	20	39	74	\$1,856.44
General & Administrative						
Labor x 1.3457			\$2,498.21			
Subtotal						\$2,498.21
Fixed Fee						
Labor + General & Administrative x 0.1			\$435.47			
Subtotal						\$435.47
Labor Subtotal						\$4,790.12
<u>Non-Labor</u>						
Transportation						
	Days	Cost				
Vehicle & Fuel @\$130.00/day	2	\$260.00				\$260.00
						\$260.00
Travel						
	Days	Cost				
Per Diem @\$55.00/day	1	\$55.00				\$55.00
Lodging @\$96.00/day	1	\$96.00				\$96.00
						\$151.00
Additional Expenses						
	Qty	Cost				
GPS Units @\$35.00/day	1	\$35.00				\$35.00
Reproduction and Printing	0	\$0.00				\$0.00
Postage and Delivery	0	\$0.00				\$0.00
						\$35.00
Non-Labor Subtotal						\$446.00
Total Estimated Cost						\$5,236.12

Archaeological and Architecture/History Investigations, Determination of Eligibility Replacement of Structure B-32-548 La Crosse County						
Salary & Wages	Rate	Prefield	Field	Report	Total	TOTAL
G. Rainka – Project Manager	\$45.67	2		4	6	\$274.02
K. Stanger – Architectural Historian	\$21.50	8	10	24	42	\$903.00
R. Jones – Archaeologist	\$25.73	2	10	6	18	\$463.14
E. Hulit – GIS/Graphics	\$29.38	2		4	6	\$176.28
P. Moriarity – Administrative Support	\$20.00	1		1	2	\$40.00
Subtotal		15	20	39	74	\$1,856.44
General & Administrative						
Labor x 1.3457			\$2,498.21			
Subtotal						\$2,498.21
Fixed Fee						
Labor + General & Administrative x 0.1			\$435.47			
Subtotal						\$435.47
Labor Subtotal						\$4,790.12
<u>Non-Labor</u>						
Transportation						
	Days	Cost				
Vehicle & Fuel @\$130.00/day	2	\$260.00				\$260.00
						\$260.00
Travel						
	Days	Cost				
Per Diem @\$55.00/day	1	\$55.00				\$55.00
Lodging @\$96.00/day	1	\$96.00				\$96.00
						\$151.00
Additional Expenses						
	Qty	Cost				
GPS Units @\$35.00/day	1	\$35.00				\$35.00
Reproduction and Printing	0	\$0.00				\$0.00
Postage and Delivery	0	\$0.00				\$0.00
						\$35.00
Non-Labor Subtotal						\$446.00
Total Estimated Cost						\$5,236.12



This proposal contains pricing and other information confidential and proprietary to Commonwealth Heritage Group, LLC. Disclosure of this proposal's contents to persons or organizations outside MSA Professional Services, Inc. and La Crosse County is not authorized without specific written permission of Commonwealth Heritage Group, LLC. All technical specifications in this proposal are valid for 90 days unless an agreement is reached and executed.

Date: November 8, 2022 W-2355

To: Leah Rhodes, PE
MSA Professional Services Inc.

From: Greg Rainka 

Subject: Proposal – Archaeological and Architecture/History Investigations
La Crosse County Bridge Replacements
B-32-50 and B-32-548

Commonwealth Heritage Group, Inc. (Commonwealth) is pleased to present the following proposal to MSA Professional Services, Inc. (MSA) for cultural resources services for the subject bridge replacement projects in La Crosse County. It is our understanding that archaeological and architecture/history investigations are needed pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations.

ARCHAEOLOGICAL INVESTIGATIONS

Records and Literature Review

The initial archaeological task will consist of reviewing background information compiled for each project to ensure that it is current. The study areas will include the Area of Potential Effects (APE) and the surrounding area. We will review the Wisconsin Historic Preservation Database (WHPD) to identify previously recorded archaeological and cemetery/burial sites in each project area. Other sources that potentially will be consulted may include previous cultural resource investigations in the project areas, historic plat maps and atlases, and relevant literature pertaining to potential archaeological resources. For the purposes of background discussion and supporting the choice of field methods, Commonwealth will search for and identify archaeological sites within one mile of each project.

Phase I Archaeological Field Investigations

The next stage of the archaeological investigations will consist of a Phase I archaeological survey of the APE. Based on the information provided to date, each project involves a bridge replacement and reconstruction of the bridge approaches. For the purposes of this proposal, Commonwealth assumes

archaeological survey for each project will extend up to 300 feet down the approaches from the center of the existing bridge and the total survey area will not exceed one-half acre in size. Survey will be conducted employing standard archaeological techniques and may include both shovel testing and pedestrian (walkover) survey.

The following field techniques are consistent with the requirements of the Wisconsin DHP and the *Guidelines for Public Archeology in Wisconsin* (2012) and the most recent *Wisconsin Department of Transportation Facilities Development Manual* (FDM). Archaeological fieldwork will be completed using a one-person field team. In areas with substantial exposed ground visibility (> 10 percent), our field team will undertake a controlled surface survey with a 10-m interval maintained between visual transects. In areas where surface visibility is less than 15 percent, shovel testing will be conducted. Spacing between shovel tests and shovel test transects will not exceed 15 m. Shovel testing will not be undertaken on steep slopes, in wetlands, or in areas of obvious disturbances (e.g., borrow pits, two-track roads). Disturbed areas will, however, be evaluated by soil probes or shovel tests placed at a 45-m interval to verify the disturbance. The field conditions, methods, and presence of disturbance will be documented on project plans.

Each shovel test will be approximately 35 cm to 50 cm in diameter (depending on the depth needed to reach sterile subsoil) and excavated to a depth sufficient to verify the presence of sterile, undisturbed subsoil. The contents of each shovel test unit will be screened through 1/4-in hardware cloth. If a shovel test produces artifacts, additional radial shovel tests will be excavated in cardinal directions from the findspot at 5-m intervals until two consecutive negative shovel tests are encountered. All shovel tests will be numbered and observations recorded individually on project forms and tied to project maps. The type of survey coverage (shovel testing versus walkover) and ground surface conditions, including disturbances, will also be recorded on project maps.

The location of each site will be recorded on project maps, and a compass and pace map will be produced to tie the site into the surrounding landscape. All sites will be referenced to the nearest permanent landmark. Site boundaries will be based on the surface distribution of artifacts or shovel tests containing artifacts within the survey corridor. During the fieldwork stage, particular attention will be given to locations within the proposed construction area that might contain sites identified during the background and literature search. All located or relocated sites will be photographed in color, plotted using GPS technology, and recorded on project maps. Verbal notification of the results of the survey will be provided within five working days of completion of the fieldwork.

It is assumed that MSA will be responsible for securing landowner permission to conduct survey outside of the existing right-of-way, where necessary. Fieldwork will commence after landowner permission has been secured. It is also assumed that MSA will provide preliminary design plans and/or files prior to commencement of the survey to facilitate Commonwealth's delineation of the APE and use of GPS equipment during fieldwork.

Laboratory Analysis

In the event that artifacts are recovered, they will be cleaned, processed, and analyzed. To the extent feasible, artifacts will be classified according to chronology and/or cultural affiliation, function, and raw material. An inventory will be produced for inclusion in the report and will be generated using Commonwealth's computerized database developed for archaeological collections. The types and quantities of artifacts will be integrated into the report on a site-by-site basis to help evaluate site



significance. Artifact analysis will be done in accordance with the *Guidelines for Public Archeology in Wisconsin* (2012).

For each new site located, Commonwealth will complete a Wisconsin Archaeological Site Inventory (ASI) form and obtain a state site number from the Wisconsin DHP. For each site that has previously recorded and for which new information is derived, an ASI Update form will be completed. The state codification number will be recorded on all analytic paperwork, artifact bags and inventory cards, and field notes, at this time.

Curation

Artifacts will be prepared for curation in accordance with 36 CFR Part 79, Curation of Federally- Owned and Administered Archaeological Collections. Commonwealth will make arrangements for curation of the artifacts with a State-approved repository, and the ASI will be updated to reflect the final disposition of collections. Costs are not included in this proposal and will be negotiated once the volume of materials needing curation is known.

Report Preparation

Commonwealth assumes no archaeological sites will be found, and therefore we assume we will complete an Archaeological Survey Field Report (ASFR) and Archaeological Records and Literature Review form for each project in lieu of a formal report. Should a site be found, a formal Phase I survey report will be required to fully document the site and provide sufficient information to make a preliminary evaluation regarding National Register of Historic Places (National Register) eligibility. The preparation of a formal Phase I survey report and Determination of Eligibility (DOE) for any identified archaeological sites are not included in this proposal.

ARCHITECTURE/HISTORY INVESTIGATIONS

Background Research and Reconnaissance-Level Survey

Commonwealth will conduct background and archival research and review the WHPD to determine if any properties in the project areas were previously surveyed. Commonwealth will then complete an architecture/history survey of properties that may be directly or indirectly affected by each project in accordance with the Wisconsin Historical Society's *Survey Manual*. We will identify, photograph, and assess the National Register eligibility of individual buildings, structures, and objects, as well as any districts that are present. Additional photographs depicting streetscapes and view sheds will be provided as needed to document the project's APE. Verbal notification of our survey results will be provided to MSA within three working days of completion of the fieldwork.

Commonwealth assumes the APE for architecture/history will be defined to include the bridges proposed for replacement and immediately adjacent properties. For the purposes of this proposal, Commonwealth assumes the bridges will be the only resources identified in the APE requiring survey. The results of each survey will be documented in an Architecture/History Survey Report (AHSR), as required by the Wisconsin State Historic Preservation Office (SHPO).

Determinations of Eligibility

Each of the bridges proposed for replacement is a single-span Warren pony truss constructed in 1939. Bridges of this type and from this period generally have potential significance. For this reason, Commonwealth proposes to complete a DOE for each bridge. Although Warren trusses are by far the most common type of truss bridge in Wisconsin, these bridges may be eligible for the National Register if sufficiently intact. We will conduct research specific to the history and engineering of each bridge and compare it to other similar bridges of the period to assess its level of distinction and integrity within its historic context. Sources that will be utilized include, but are not limited to, the Wisconsin statewide truss bridge survey (Volume 2 of *Historic Highway Bridges in Wisconsin*), the truss bridge section of *Cultural Resource Management in Wisconsin* (Wyatt 1986), *A Context for Common Historic Bridge Types* (Parsons Brinckerhoff 2005), the Wisconsin Department of Transportation (WisDOT) Highway Structures Information System (HSI), and newspaper and journal articles.

Fieldwork for each DOE will involve taking high resolution digital photographs of the bridge to sufficiently document its existing physical condition and historic integrity. Commonwealth also will compile historic photographs of the bridge, if available, to document changes to the structure over time. WisDOT's "Short Form DOE for Bridges" will be used for documentation of each bridge.

OTHER SERVICES INCLUDED

In addition to the archaeological and architecture/history investigations and DOEs, Commonwealth will assist MSA with completing the Section 106 form and will notify local historical societies and other local interested parties to solicit comments about the project and its potential to affect historic properties.

SERVICES NOT INCLUDED

This proposal assumes no archaeological sites will be found and therefore does not include a Phase I archaeological survey report. This proposal also does not include an assessment of effects to historic properties.

DELIVERABLES

Electronic drafts of the ASFR, AHSR, and DOEs will be submitted to MSA for review and comment. Following receipt of comments, digital copies of the final reports will be submitted to MSA for your files and distribution.

SCHEDULE

Weather permitting, Commonwealth will complete pre-field research and the archaeological and architecture/history surveys within 15 business days of receiving authorization to proceed. We assume the fieldwork can be completed for the two projects in the same mobilization. Commonwealth proposes to submit draft survey reports (ASFR and AHSR) and the DOEs for review within 20 business days after the completion of the fieldwork. Final reports will be submitted within 3 business days of receiving comments from MSA. Should this schedule not meet the needs of MSA, Commonwealth will negotiate a modified schedule.

COST

Based on our assumptions, Commonwealth proposes to complete archaeological and architecture/history surveys and associated reporting and a DOE for each of the bridge replacement projects in La Crosse County for the following not-to-exceed costs:

- B-32-50: \$5,236.12
- B-32-548: \$5,236.12

Billing will be on a cost reimbursable plus fixed fee basis. Attached is a breakdown of costs.

Archaeological and Architecture/History Investigations, Determination of Eligibility Replacement of Structure B-32-50 La Crosse County						
Salary & Wages	Rate	Prefield	Field	Report	Total	TOTAL
G. Rainka – Project Manager	\$45.67	2		4	6	\$274.02
K. Stanger – Architectural Historian	\$21.50	8	10	24	42	\$903.00
R. Jones – Archaeologist	\$25.73	2	10	6	18	\$463.14
E. Hulit – GIS/Graphics	\$29.38	2		4	6	\$176.28
P. Moriarity – Administrative Support	\$20.00	1		1	2	\$40.00
Subtotal		15	20	39	74	\$1,856.44
General & Administrative						
Labor x 1.3457			\$2,498.21			
Subtotal						\$2,498.21
Fixed Fee						
Labor + General & Administrative x 0.1			\$435.47			
Subtotal						\$435.47
Labor Subtotal						\$4,790.12
<u>Non-Labor</u>						
Transportation						
	Days	Cost				
Vehicle & Fuel @\$130.00/day	2	\$260.00				\$260.00
						\$260.00
Travel						
	Days	Cost				
Per Diem @\$55.00/day	1	\$55.00				\$55.00
Lodging @\$96.00/day	1	\$96.00				\$96.00
						\$151.00
Additional Expenses						
	Qty	Cost				
GPS Units @\$35.00/day	1	\$35.00				\$35.00
Reproduction and Printing	0	\$0.00				\$0.00
Postage and Delivery	0	\$0.00				\$0.00
						\$35.00
Non-Labor Subtotal						\$446.00
Total Estimated Cost						\$5,236.12

Archaeological and Architecture/History Investigations, Determination of Eligibility Replacement of Structure B-32-548 La Crosse County						
Salary & Wages	Rate	Prefield	Field	Report	Total	TOTAL
G. Rainka – Project Manager	\$45.67	2		4	6	\$274.02
K. Stanger – Architectural Historian	\$21.50	8	10	24	42	\$903.00
R. Jones – Archaeologist	\$25.73	2	10	6	18	\$463.14
E. Hulit – GIS/Graphics	\$29.38	2		4	6	\$176.28
P. Moriarity – Administrative Support	\$20.00	1		1	2	\$40.00
Subtotal		15	20	39	74	\$1,856.44
General & Administrative						
Labor x 1.3457			\$2,498.21			
Subtotal						\$2,498.21
Fixed Fee						
Labor + General & Administrative x 0.1			\$435.47			
Subtotal						\$435.47
Labor Subtotal						\$4,790.12
Non-Labor						
Transportation						
	Days	Cost				
Vehicle & Fuel @\$130.00/day	2	\$260.00				\$260.00
						\$260.00
Travel						
	Days	Cost				
Per Diem @\$55.00/day	1	\$55.00				\$55.00
Lodging @\$96.00/day	1	\$96.00				\$96.00
						\$151.00
Additional Expenses						
	Qty	Cost				
GPS Units @\$35.00/day	1	\$35.00				\$35.00
Reproduction and Printing	0	\$0.00				\$0.00
Postage and Delivery	0	\$0.00				\$0.00
						\$35.00
Non-Labor Subtotal						\$446.00
Total Estimated Cost						\$5,236.12



Inspection Report for
B-32-020
O over BOSTWICK CREEK
Nov 04,2021



Type	Prior	Team Leader	Frequency (mos)	Performed
Routine	04-05-21	Rogge, Paul (5521)	24	
Damage				X
Interim	11-26-14	Langeberg, Joseph (5020)	0	
SIA Review	04-23-19	Langeberg, Joseph (5020)	48	

Start Coordinates		End Coordinates (optional)	
Latitude	43°50'28.02"N	Latitude	
Longitude	91°06'41.94"W	Longitude	
Owner	COUNTY	Maintainer	COUNTY

Team members		
Time Log	Hours 1	Minutes 0
Weather	Temperature (f)	Condition

Inspector	Name	Number	Signature	Signature Date
	Kreger, Dustin	5522	<i>Dustin Kreger</i> E-signed by Dustin Kreger(dkreg1980)	11-04-21

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

page 2

Identification & Location

Feature On: O	Section Town Range: S20 T16N R06W	Structure Number:
Feature Under: BOSTWICK CREEK	County: LA CROSSE	B-32-020
Location 0.1M E JCT CTH OA	Municipality: BARRE	Structure Name:

Geometry

measurements in feet, except where noted

Approach Roadway Width: 29	Bridge Roadway Width: 24.0	Total Length: 105.6
Approach Pavement Width: 22	Deck Width: 28.2	Deck Area (sq ft): 2977

Traffic

Lanes	ADT	ADT year	Traffic Pattern
On 2	2856	2015	TWO WAY TRAFFIC

Capacity

Load Rating

Inventory rating: HS14	Overburden depth (in): 0.0	Last rating date: 02-18-10	Controlling:
Operating rating: HS23	Deck surface material: BITUMINOUS	Control location:	
Posting:	Emergency Vehicle Weight Limit (tons):		
Re-rate for capacity (Y/N):	Re-rate notes:		

Hydraulic

Classification

Scour Critical Code(113): (8) STABLE-ABOVE TOP FOOTING	Q100 (ft3/sec): 0	
High water elevation (ft): 701.6	Velocity (ft/sec): 0.0	Sufficiency #: 53.0

Span(s)

Span #	Material	Configuration	Depth (in)	Length (ft)	Main
1	CONT CONCRETE	HAUNCHED SLAB		32.0	
2	CONT CONCRETE	HAUNCHED SLAB		40.0	Y
3	CONT CONCRETE	HAUNCHED SLAB		32.0	

Expansion joint(s)

Temperature:

File:	New:
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Clearance

Item	File Measurement (ft)	File Date	New Measurement (ft)
Highway Min Vertical On Cardinal			
Horizontal On Cardinal			

Construction History

Year	Work Performed	FOS id
1957	NEW STRUCTURE	

Maintenance Items

Item	Priority	Recommended by	Status	Status change
Drainage - Repair Washouts / Erosion	HIGH	Rogge, Paul (5521)	IDENTIFIED	04/20/21
Comment: behind SW wing		Status Comment:		
Drainage - Repair Washouts / Erosion		Rogge, Paul (5521)	IDENTIFIED	04/20/21
Comment:		Status Comment:		



Inspection Report for
B-32-548
M over FLEMING CREEK
Jun 24, 2021



Type	Prior	Team Leader	Frequency (mos)	Performed
Routine	06-17-21	Kreger, Dustin (5522)	24	
Fracture Critical (arm's Length)	06-06-19	Langeberg, Jospheh (5020)	24	X
Interim	09-08-16	Langeberg, Jospheh (5020)	0	
QA Inspection Review	09-08-16	Langeberg, Jospheh (5020)		
Reach All	06-06-19	Langeberg, Jospheh (5020)	24	X
SIA Review	06-06-19	Langeberg, Jospheh (5020)	48	

Start Coordinates
Latitude
Longitude
Owner

End Coordinates (optional)
Latitude
Longitude
Maintainer

Team members
Time Log
Hours Minutes jack horihan
Weather
Temperature (f) Condition

Name	Number	Signature	Signature Date
Inspector Langeberg, Jospheh	5020	<i>Jospheh Langeberg</i> E-signed by Joe Langeberg(dot)9l)	06-28-21

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

page 2

Identification & Location

Feature On: M	Section Town Range: S18 T18N R06W	Structure Number: B-32-548
Feature Under: FLEMING CREEK	County: LA CROSSE	
Location 0.1M S JCT CTH T	Municipality: FARMINGTON	Structure Name:

Geometry

measurements in feet, except where noted

Approach Roadway Width: 24	Bridge Roadway Width: 20.0	Total Length: 135.5
Approach Pavement Width: 20	Deck Width: 21.0	Deck Area (sq ft): 2845

Traffic

Lanes	ADT	ADT year	Traffic Pattern
On 2	262	2015	TWO WAY TRAFFIC

Capacity

Load Rating

Inventory rating: HS21	Overburden depth (in): 2.0	Last rating date: 12-04-13	Controlling:
Operating rating: HS31	Deck surface material: BITUMINOUS		Control location:
Posting: NARROW BRIDGE	Emergency Vehicle Weight Limit (tons):		
Re-rate for capacity (Y/N):	Re-rate notes:		

Hydraulic

Classification

Scour Critical Code(113): (8) STABLE-ABOVE TOP FOOTING	Q100 (ft3/sec): 0	
High water elevation (ft): 0.0	Velocity (ft/sec): 0.0	Sufficiency #: 56.7

Span(s)

Span #	Material	Configuration	Depth (in)	Length (ft)	Main
1	STEEL	LOW TRUSS		131.0	Y

Expansion joint(s)

Temperature:

File:	New:80
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Clearance

Item	File Measurement (ft)	File Date	New Measurement (ft)
Highway Min Vertical On Cardinal			
Horizontal On Cardinal			

Construction History

Year	Work Performed	FOS id
1986	OVERLAY - CONCRETE	
1939	NEW STRUCTURE	

Maintenance Items History

Item	Recommended by	Status	Status change	Year completed
Superstructure - Other Work	Langeberg, Josphe (5020)	COMPLETE	07/29/15	2015
Comment: Cleaned top & bottom truss chords		Status Comment:		
Bearings - Clean Assemblies / Paint	Langeberg, Josphe (5020)	COMPLETE	07/29/15	2015
Comment: Clean bearings & abutment surface.		Status Comment:		



Inspection Report for

B-32-050

G over COON CREEK

Jun 13, 2022



Type	Prior	Team Leader	Frequency (mos)	Performed
Routine	05-04-21	Kreger, Dustin (5522)	12	X
Fracture Critical (arm's Length)	06-24-21	Langeberg, Josph (5020)	24	
Interim	01-19-18	Pence, Alex (9019)	0	
Reach All	06-24-21	Langeberg, Josph (5020)	0	
SIA Review	06-06-19	Langeberg, Josph (5020)	48	

Start Coordinates
Latitude
Longitude
Owner

End Coordinates (optional)
Latitude
Longitude
Maintainer

Team members		
Time Log	Hours <input type="text" value="1"/>	Minutes <input type="text" value="30"/>
Weather	Temperature (f) <input type="text"/>	Condition <input type="text" value="Overcast"/>

Inspector	Name	Number	Signature	Signature Date
	Kreger, Dustin	5522	<i>Dustin Kreger</i> E-signed by Joe Langeberg(dotj9l)	06-14-22

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

page 2

Identification & Location

Feature On: G	Section Town Range: S34 T15N R05W	Structure Number: B-32-050
Feature Under: COON CREEK	County: LA CROSSE	
Location 2.0M S JCT CTH H	Municipality: WASHINGTON	Structure Name:

Geometry

measurements in feet, except where noted

Approach Roadway Width: 26	Bridge Roadway Width: 22.2	Total Length: 108.0
Approach Pavement Width: 16	Deck Width: 23.2	Deck Area (sq ft): 2506

Traffic

Lanes	ADT	ADT year	Traffic Pattern
On 2	87	2015	TWO WAY TRAFFIC

Capacity

Load Rating

Inventory rating: HS14	Overburden depth (in): 1.0	Last rating date: 03-28-18	Controlling:
Operating rating: HS24	Deck surface material: BITUMINOUS		Control location:
Posting: 30 TON NRBR	Emergency Vehicle Weight Limit (tons):		
Re-rate for capacity (Y/N):	Re-rate notes:		

Hydraulic

Classification

Scour Critical Code(113): (8) STABLE-ABOVE TOP FOOTING	Q100 (ft3/sec): 0	
High water elevation (ft): 0.0	Velocity (ft/sec): 0.0	Sufficiency #: 46.0

Span(s)

Span #	Material	Configuration	Depth (in)	Length (ft)	Main
1	STEEL	LOW TRUSS		100.8	Y

Expansion joint(s)

Temperature:

File:80	New:
---------	------

Clearance

Item	File Measurement (ft)	File Date	New Measurement (ft)
Highway Min Vertical On Cardinal			
Horizontal On Cardinal			

Construction History

Year	Work Performed	FOS id
1986	OVERLAY - CONCRETE	
1939	NEW STRUCTURE	

Maintenance Items

Item	Priority	Recommended by	Status	Status change
Misc - Cut Brush	LOW	Kreger, Dustin (5522)	IDENTIFIED	06/14/22
Comment:		Status Comment:		



RESOLUTION # _____

**TO: HONORABLE MEMBERS OF THE LA CROSSE
COUNTY BOARD OF SUPERVISORS**

ITEM # _____
BOARD ACTION

Adopted: _____
For: _____
Against: _____
Abstain: _____
Abs/Excd: _____
Vote Req: _____
Other Action: _____

**PUBLIC WORKS &
INFRASTRUCTURE
COMMITTEE
ACTION**

Adopted: _____
For: _____
Against: _____
Abstain: _____
Abs/Excd: _____

RE: SALE OF COUNTY PROPERTY ON CTH DE TO JACOB BEESKAU

WHEREAS, La Crosse County is the owner of a parcel property that was previously obtained for highway right of way; and

WHEREAS, this property abuts CTH DE but is excess right of way that the County Highway Commissioner has determined is not needed for highway right of way;

WHEREAS, the property owner, Jacob Beeskau has expressed an interest in purchasing the approximately .04 acre property more specifically described as:

A PARCEL OF LAND LOCATED IN THE NE¼-SW¼ AND THE SE¼-SW¼, SECTION 31, T 18 N, R 5 W, TOWN OF FARMINGTON, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 31;
THENCE N 63°42'46" W, A DISTANCE OF 2935.26 FEET TO THE POINT OF BEGINNING;
THENCE N 87°21'29" W, A DISTANCE OF 8.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY TRUNK HIGHWAY DE;
THENCE N15°42'15" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 135.18 FEET;
THENCE N 76°37'19" E, A DISTANCE OF 17.00 FEET;
THENCE S 12° 05' 34" E, A DISTANCE OF 137.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.04 ACRES OF LAND MORE OR LESS AND IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD; and

WHEREAS, the Public Works and Infrastructure Committee has previously determined that it is in the public interest to sell excess right of way using the rate at which the County most recently acquired property for right-of-way acquisitions. (\$9,027/acre);

NOW THEREFORE BE IT RESOLVED, that the La Crosse County Board does hereby approve the sale of the .04 acre parcel to Jacob Beeskau for \$361.08;

BE IT FURTHER RESOLVED, that the County Board Chair is authorized to sign any and all documents including deeds to complete the sale of such parcel after approval by Corporation Counsel.

FISCAL NOTE: The \$361.08 from the sale of the property, plus any required closing costs will be deposited in Org. 710-18200.002.

Date: _____

**PUBLIC WORKS & INFRASTRUCTURE
COMMITTEE CHAIR**

RECORDING CLERK

	Reviewed Only	Recommended	Not Recommended
Co. Admin.	_____	_____	_____
Fin. Director	_____	_____	_____
Corp. Counsel	_____	_____	_____
Board Chair	_____	_____	_____

Requested By: Joseph Langeberg
Date Requested: November 18, 2022
Drafted By: Corporation Counsel

Adopted by the La Crosse County Board this _____ Day of _____, 2022

A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ -SW $\frac{1}{4}$ AND THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$, SECTION 31, T 18 N,
R 5 W, TOWN OF FARMINGTON, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 31;

THENCE N 63°42'46" W, A DISTANCE OF 2935.26 FEET TO THE POINT OF BEGINNING;

THENCE N 87°21'29" W, A DISTANCE OF 8.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE
OF COUNTY TRUNK HIGHWAY DE;

THENCE N15°42'15" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 135.18 FEET;

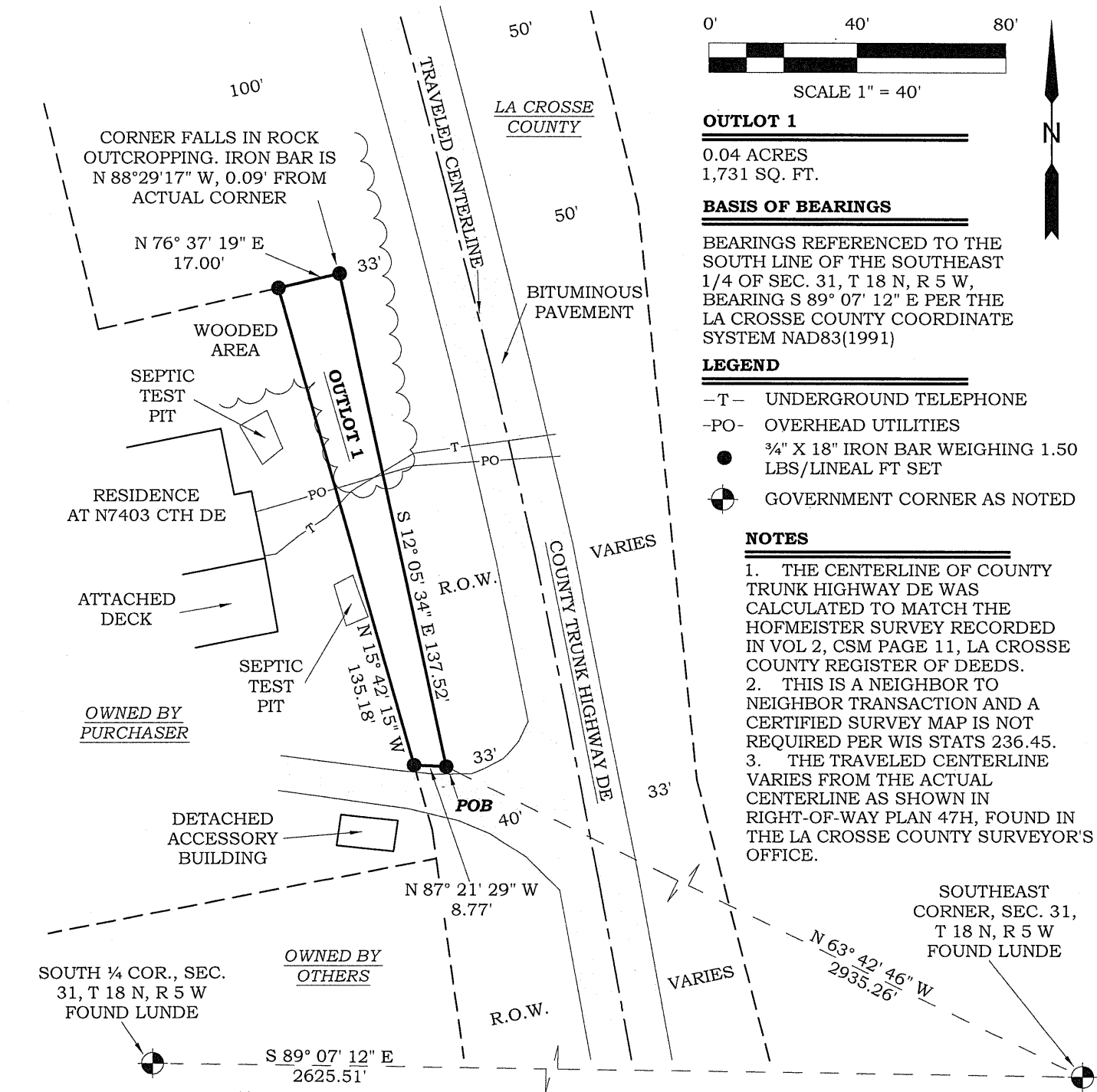
THENCE N 76°37'19" E, A DISTANCE OF 17.00 FEET;

THENCE S 12° 05' 34" E, A DISTANCE OF 137.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.04 ACRES OF LAND MORE OR LESS AND IS SUBJECT TO ANY AND ALL
EASEMENTS, COVENANTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

PLAT OF SURVEY

PART OF THE NE¼-SW¼ AND THE SE¼-SW¼ OF SECTION 31, T 18 N, R 5 W, TOWN OF FARMINGTON, LA CROSSE COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I, BRYAN H. MEYER, BEING A DULY QUALIFIED SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF LA CROSSE COUNTY HIGHWAY COMMISSIONER JOE LANGEORG, I HAVE SURVEYED AND MAPPED THE PARCEL SHOWN ON THIS MAP AND THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THAT I HAVE COMPLIED WITH THE PROVISIONS OF A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Bryan H. Meyer
BRYAN H. MEYER, S1712

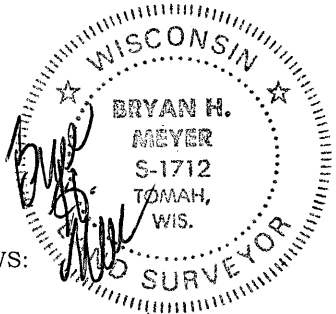
11/15/2022
DATE

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE¼-SW¼ AND THE SE¼-SW¼, SECTION 31, T 18 N, R 5 W, TOWN OF FARMINGTON, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

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THENCE S 12° 05' 34" E, A DISTANCE OF 137.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.04 ACRES OF LAND MORE OR LESS AND IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.



LA CROSSE COUNTY SURVEYOR'S OFFICE
212 6TH STREET NORTH, ROOM 1200
LA CROSSE, WI 54601
608-785-9626

SURVEY FOR:
LA CROSSE COUNTY HIGHWAY DEPARTMENT
301 CARLSON ROAD
WEST SALEM, WI 54669

DRAWN: DEH
CHECKED: BHM
SHEET 1 OF 1

ArcGIS Web Map

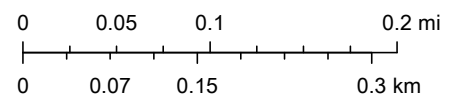
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11/11/2022, 9:19:39 AM

1:9,028

- | | | | |
|--|-----------------------------|--|---------------------|
| | Municipal Boundaries Labels | | Municipal |
| | Municipality Limits | | Lakes & Rivers |
| | Parcels | | Lake & River Labels |
| | Owner Label | | Streams |
| | County_Roadways | | Stream Labels |
| | County | | |



La Crosse County

Web AppBuilder for ArcGIS

Representative Fraction (RF) or Natural Scale: 1:1200 (this is the same as 1/1200) The RF says that 1 of any measurement on the map equals 1200 of the same measurement on the original surface;

DISCRETIONARY TRAFFIC MAINTENANCE AGREEMENT

Wisconsin Department of Transportation

Calendar year 2023

LA CROSSE COUNTY

The State of Wisconsin Department of Transportation (hereafter called the Department) authorizes the maintenance project herein described, and the above designated County, represented by its County Highway Committee and Highway Commissioner, agrees to perform such operations and furnish such materials as listed below. It is understood that the maintenance services authorized under this agreement shall be accomplished in compliance with state and federal law, the Highway Maintenance Manual and under the general direction of the Department. Payment for services provided under this agreement shall be made to the county based on actual labor, including fringe benefit costs, machinery allowances as specified in the current MAINTENANCE MANUAL, CHAPTER 2, and material purchases authorized by the Department. Such payment shall be made upon presentation of accounts itemized and verified in accordance with regulations of the Department.

In connection with the services provided under this agreement, the County agrees not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in s.51.05(5), sexual orientation, or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County further agrees to post in a conspicuous place, available for employees and applicants for employment, notices setting forth these provisions.

The disclaimer language as contained in the State Highway Maintenance Manual is included in this agreement by reference. The County is obligated to provide services under this agreement only to the extent it receives Department funding for the same. The Department recognizes that the County does not warranty that maintenance funds provided by the Department are sufficient to provide for a uniform level of service or standard of state highway maintenance applicable to all situations. Certain factors, including but not limited to, weather restrictions and funding or labor shortages, may make universal, year-round compliance with the goals expressed within this manual impossible to achieve.

Estimated project cost		
Project ID	Description	Estimated project cost
0032-38-21	Permanent Sign Replacement/Installment	\$75,800

Approvals

Total estimated project costs	
<i>By expenditure category</i>	
COUNTY LABOR	\$45,100
COUNTY EQUIPMENT	\$20,700
COUNTY MATERIALS	\$6,500
ADMINISTRATIVE SUPPORT	\$3,500
Total	\$75,800

DISCRETIONARY TRAFFIC MAINTENANCE AGREEMENT

Wisconsin Department of Transportation

Calendar year 2023

LA CROSSE COUNTY

0032-38-21

Permanent Sign Replacement/Installment

Activity codes	Descriptions
032	Miscellaneous Traffic Control
086	Permanent Sign Replacement

Job Id	County in which work will be done	Highway Number	Asset ID	Location	Earliest Start Date	Latest End Date	Attachment specific to this work?	Estimated Project Costs
	32 - LA CROSSE	USH 14/USH 53			01/01/2023	12/31/2023		\$75,800
Work Description: Permanent Sign Replacement Provide for year-round installation of aluminum signs at various locations on the state trunk highway system within the county								

Estimated project costs	
COUNTY LABOR	\$45,100
COUNTY EQUIPMENT	\$20,700
COUNTY FURNISHED MATERIALS	\$6,500
ADMINISTRATIVE SUPPORT	\$3,500
Total	\$75,800

Special Provision language for Signing TMA Contracts

- A complete prioritized listing of signs and required posts will be provided to the County by the Region Signing Coordinator.
- The Region will meet with the County near the beginning of the calendar year to go over the annual work plan, establish priorities for work and to address any questions.
- The installation timeframe is 75 calendar days or July 1st, whichever is later, once the signs are shipped from Madison, unless a different timeframe is mutually agreed upon between the Region and the County.
- The batch shipment will be shipped complete for each corridor route in the county.
- The County will be required to confirm to the Department, within 7 (seven) days of delivery to the installation county, that all signs have been received. Any missing, damaged or extra signs shall also be reported to the Department contact, within 7 (seven) days of delivery to the installation county. The Department contacts are:
 - a. Primary contact: Jon Eldridge (608) 246-3270 or DOTBTOSignOrders@dot.wi.gov
 - b. Secondary contact: Casey Amans (608) 246-5344
- The County is responsible for all Diggers Hotline Coordination.
- All signs and posts shall be installed in accordance with policies contained in the Traffic Engineering, Operations and Safety Manual (policies 2-25-1 and 2-25-2)
- The Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD) and appropriate work zone standard detail drawings shall be followed for the implementation of traffic control.
- Old plywood signs and posts are the property of the County and shall be disposed of properly. Old aluminum signs, including channel steel stringers, shall be returned to the Department via the established sign distribution system.
- No overtime is allowed on this TMA.
- The Department will provide the following materials to the County:
 - a. Signs
 - b. Channel Steel Stringers
 - c. 1 ¼" diameter nylon washers
 - d. All steel posts.
 - e. Wood 4 x 6 posts in the 18', 20', 22' and 24' lengths.
 - f. Any necessary brackets for the mounting of overhead signs.
- The County shall provide the following installation materials, which would be invoiced back to the Department upon usage:
 - a. Wood 4 x 6 posts in the 12', 14' and 16' lengths.
 - b. Sign installation hardware ie: banding, clips, brackets, lag bolts, steel nuts and bolts and steel washers.
 - c. All items shall conform to the Wisconsin DOT standard specifications for highway and structure construction.