



Memorandum

DATE: January 29, 2015

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works *MR*

RE: Amendment No.1 to Third Street Bridge Design Agreement (WisDOT/Ayres Associates/City of Menasha)

We were recently notified by Ayres Associates of the need to execute an amendment to the three party agreement for the design of the Third Street Bridge (see enclosed). WisDOT required that an archaeological survey field report be incorporated into the design process. This work was not included in the original scope of work so this amendment will cover the additional associated costs.

A sub consultant will prepare the archaeological survey report for review and submittal to the State Historic Preservation Office. The additional costs will not exceed \$1,267.99. The terms of our project agreement with WisDOT stipulate the City will be responsible for 20% of design costs, meaning the City's cost for this additional work will not exceed \$253.60. There are sufficient funds included in the 2015 Budget for this work. I recommend approval of the proposed amendment. WisDOT has approved the amendment.

Enclosure

AMENDMENT NO. 1 TO THE CONTRACT
BETWEEN City of Menasha (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND Ayres Associates Inc (CONSULTANT) FOR

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approaches
Local Street
Winnebago County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated December 19, 2014 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

To add Commonwealth Cultural Resources Group, Inc to prepare an archaeological survey field report, and archaeological records and literature review form. In addition, to prepare and submit a section 106 document.

The following compensation paragraphs are deleted from the original contract cover page and replaced with the following:

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the DEPARTMENT:

Actual costs to the CONSULTANT up to \$71,797.32, plus a fixed fee of \$4,533.91, not to exceed \$76,331.23 (**an increase of \$611.91**) in total.

For subsurface investigation subcontracted to River Valley Testing Corp., the CONSULTANT'S actual cost paid to River Valley Testing Corp. not to exceed \$4,775.00 (**no change**) using the cost per unit based on the proposal dated October 1, 2014.

For title searches subcontracted to Bay Title & Abstract, Inc, the CONSULTANT's actual cost paid to Bay Title & Abstract, Inc not to exceed \$900.00 (**no change**) using the cost per unit based on the proposal dated October 3, 2014.

For an archaeological report subcontracted to Commonwealth Cultural Resources Group, Inc. (CCRG), the CONSULTANT's actual cost paid to Commonwealth Cultural Resources Group, Inc. based on Commonwealth Cultural Resources Group, Inc. actual cost up to \$601.27 plus fixed fee of \$54.80 not to exceed \$656.08 (**an increase of \$656.08**) in total.

Compensation in excess of the total CONTRACT amount of \$82,662.31 (**an increase of \$1,267.99**) shall not be allowed unless approved by a written CONTRACT amendment.

Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT Representative is: Troy Robillard; 3376 Packerland Drive
Ashwaubenon, WI 54115; Robillardt@AyresAssociates.com; 920.498.1200.

The MUNICIPALITY representative is Mark Radtke, PE, Director of Public Works; 140 Main Street, Menasha, WI 54952, mradtke@ci.menasha.wi.us; 920.967.3610.

The DEPARTMENT representative is Rich Glen, PE, JT Engineering, Inc.; 1077 Centennial Centre Blvd., Hobart, WI 54155, richglen@jt-engineering.com; 920.468.4771.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: Transportation Manager _____

Title: _____

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

The **THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT** is modified as follows:

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS is amended by this amendment as follows for this design contract:

B. ENVIRONMENTAL DOCUMENTATION is amended as follows:

(2) Historical and Archaeological Surveys and Studies:

- (a) The CONSULTANT shall submit the PROJECT for approval of history only on the BOE screenings list.
- (b) The CONSULTANT shall identify the Area of Potential Effect for the PROJECT. The CONSULTANT shall conduct a reconnaissance survey following the procedures specified in the MANUAL. Upon completion of the archaeological and evaluation studies, the results of the survey shall be submitted to the Region Project Manager. When archaeological reconnaissance studies indicate further work is needed, the CONSULTANT shall consult with the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies.
- (c) The CONSULTANT shall prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL.
- (d) The CONSULTANT shall submit a Section 106 document to SHPO for approval.

DESIGN ENGINEERING SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Project ID 4992-01-00
 C Menasha, 3rd Street
 Lake Winnebago Slough & Approaches
 Local Street
 Winnebago County

Revised: 01/13/15

Class TASK	Average Hourly Wage	ACT. CODE	Project Manager		Engineer 1		0		0		0		Total		
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Administration		740	1	51.63										1	51.63
Reports		748													
Environmental		767													
Agency, Utility & Railroad		746			5	151.15								5	151.15
Public Involvement		743													
Survey		729													
Soils Investigation		644													
Preliminary Roadway		741													
Preliminary Structure		1,001													
Final Roadway		742													
Final Structure		1,002													
P S & E		794													
Right-of-Way		745													
Meetings & Conferences		747													
Management of Subconsultants		773													
Real Estate		267													
Traffic		785													
		0													
		0													
		0													
		0													
		0													
		0													
TOTALS		0	1	51.63	5	151.15								6	202.78

SUBCONSULTANT SUMMARY

Project ID 4992-01-00
C Menasha, 3rd Street
Lake Winnebago Slough & Approaches
Local Street
Winnebago County

Revised: 01/13/15

Sub Number	Name	Task	Basis of Payment	Total Contract Amount
1	CCRG	Archaeological Report	ACPPF	\$ 656.08
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				\$ 656.08

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

Project ID 4992-01-00
 C Menasha, 3rd Street
 Lake Winnebago Slough & Approaches
 Local Street
 Winnebago County

Revised 01/13/15

	Original Project I.D. 4992-01-00	Amendment 1 Project I.D. 4992-01-00	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	TOTAL CONTRACT
Number of Staff Hours	776	6					6
Total Direct Labor	\$24,811.81	\$202.78					\$25,014.59
Indirect Home Office Rate 183.63%	\$45,561.93	\$372.37					\$45,934.30
Fixed Fee (% of Labor * 2.5) 7.3%	\$4,497.15	\$36.76					\$4,533.91
Non-Labor Direct Charges	\$848.43						\$848.43
Sub-Total Ayres Associates	\$75,719.32	\$611.91					\$ 76,331.23
River Valley Testing	\$4,775.00						\$4,775.00
Bay Title and Abstract, Inc	\$900.00						\$900.00
CCRG		\$656.08					\$656.08
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
Sub-Total Subconsultants	\$ 5,675.00	\$ 656.08	\$ -	\$ -	\$ -	\$ -	\$ 6,331.08
Total	\$ 81,394.32	\$ 1,267.99	\$ -	\$ -	\$ -	\$ -	\$ 82,662.31



This proposal contains pricing and other information confidential and proprietary to Commonwealth Cultural Resources Group, Inc. Disclosure of this proposal's contents to persons or organizations outside Ayres Associates and the City of Menasha is not authorized without specific written permission of Commonwealth Cultural Resources Group, Inc. All technical specifications and costs in this proposal are valid for 90 days.

Date: January 21, 2015

To: Troy B. Robillard, PE
Ayres Associates
3376 Packerland Drive
Ashwaubenon, WI 54115

From: Katie Egan-Bruhy *KEB*

Subject: Proposal – Phase I Archaeological Reporting
3rd Street Bridge
Menasha, Wisconsin

Commonwealth Cultural Resources Group, Inc. (CCRG) requests funding to prepare reporting of archaeological investigations conducted in association with the proposed 3rd Street Bridge, Menasha, Wisconsin. CCRG understands the cultural resource surveys are being conducted pursuant to Sections 106 of the National Historic Preservation Act.

CCRG will complete the reporting within 5 business days of receiving authorization to proceed. Any necessary revisions to the reporting will be provided within 2 business days of receiving them.

CCRG estimates that reporting of the prefield research and field investigations will result in a cost of \$656.08. Attached please find our cost estimate.

Proposal Accepted

Name

Name

Signature and Date

Signature and Date



**3rd Street Bridge Reporting
Menasha**

DIRECT LABOR	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Egan-Bruhy/Project Manager & QA/QC	2	\$37.03	\$74.06
Christman/Project Archaeologist	8	\$18.80	\$150.40
Meyer/Administrative Asst'	2	\$19.50	\$39.00
Hulit/GIS-Graphics	2	\$19.45	\$38.90
Labor Totals	14		\$302.36
 INDIRECT COSTS/GENERAL AND ADMINISTRATIVE (Total Labor X Provisional Rate of 0.9896%)			\$298.91
Subtotal Labor + Indirect Costs			\$601.27
FIXED FEE (Estimated labor * 2.5 * 0.725)			\$54.80
 NON-LABOR DIRECT COSTS			
Subtotal Non-Labor Direct Costs			\$0.00
 TOTAL COSTS			 \$656.08