

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,
COUNTY OF MILWAUKEE (MUNICIPALITY)
AND TOOLE DESIGN GROUP, LLC (CONSULTANT) FOR

2967-10-01

Lincoln/NW Side Trail Conn Plan
I94 EW-N Co Line & I43 NS-W Co Line
Non Highway, Milwaukee County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in Milwaukee County and producing a trail connectivity plan. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Michael Baird, P.E., Local Program Project Manager, SE Region; 141 NW Barstow Street, Waukesha, WI 53187; michael.baird@dot.wi.gov; 262-548-5918.

The MUNICIPALITY REPRESENTATIVE is: Therese Gripentrog, Landscape Architect; 9480 W. Watertown Plank Road, Wauwatosa, WI 53226; therese.gripentrog@milwaukeecountywi.gov; (O) 414-257-6242, (M) 414-491-2026.

The CONSULTANT REPRESENTATIVE is: Kevin Luecke, Regional Office Director; 122 West Washington Avenue, Suite 550, Madison, WI 53703; kluecke@tooledesign.com; 608-663-8081.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Southeast office located in Waukesha, WI and will be completed by December 31, 2022. Deliver PROJECT DOCUMENTS to 141 NW Barstow Street, Waukesha, WI 53188, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT MUNICIPALITY

For all contract services, actual costs to the CONSULTANT up to \$53,570.99, plus a fixed fee of \$3,518.41, not to exceed \$57,089.40.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$57,089.40.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

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This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 8 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By: 
7B9329BCEF72449...

Title: President

Date: 26 May 2021

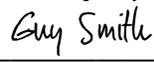
For the DEPARTMENT

By: 
87E62C4C8DD741F...

Contract Manager, WisDOT

Date: 23 June 2021

For the MUNICIPALITY

By: 
3C64EEF1D1CC409...

Title: Executive Director, Milwaukee County Parks

Date: 26 May 2021

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,
COUNTY OF MILWAUKEE (MUNICIPALITY)
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VI. SPECIAL PROVISIONS

I. DEFINITIONS

A. through S. Intentionally left blank

II. SCOPE OF SERVICES

A. General

1. through 9. Intentionally left blank.

B. Control Authority

1. Intentionally left blank.

C. SERVICES to be Performed by the CONSULTANT

1. Intentionally left blank.

2. Design Reports
Not part of this CONTRACT.

3. Environmental Documentation
Not part of this CONTRACT.

4. Railroad and Utility Coordination
Not part of this CONTRACT.

5. Surveys
Not part of this CONTRACT.

6. Soils and Subsurface Investigation
Not part of this CONTRACT.

7. Public Involvement

a. Not part of this CONTRACT.

b. Intentionally left blank.

c. Intentionally left blank.

d. Additional Public Involvement activities detailed in II.C.11.a. Task 1.

8. Intentionally left blank.

9. Prepare the Plans, Specifications, and Estimates (P.S. & E.) as specified in the MANUALS.
Not part of this CONTRACT.

10. Intentionally left blank.

11. Scope of services

- a. The Consultant shall conduct the following tasks and prepare, draft, and submit the following reports for the Lincoln Creek Parkway and Northwest Side Trail Connectivity Plan:

Task 1: Project Management

1.1 Project Kickoff and Coordination

Following Notice to Proceed, Toole Design will prepare:

- A refined project schedule with specific dates or time periods for stakeholder and public engagement activities
- An initial Data Request Memo requesting existing GIS data and other information that will be used throughout the project

Toole Design will facilitate a virtual Project Kickoff Meeting with Milwaukee County Parks staff to review the project schedule and Data Request Memo, confirm how to handle communication and data transfer, schedule recurring project coordination calls, and identify project stakeholders.

Toole Design will facilitate up to 12 monthly conference call with Milwaukee County Park staff to provide updates on the project's status, discuss any outstanding project needs, and solicit feedback on the project.

1.2 Progress Reporting

Toole Design will prepare a monthly Progress Report that summarizes work completed during the past month and work that is anticipated to be completed during the next month. The Progress Reports will identify any outstanding issues or concerns.

Toole Design Task 1 Deliverables

- Refined project schedule
- Initial Data Request Memo
- Monthly progress reports

Milwaukee County Parks Task 1 Responsibilities

- Review and comments on refined project schedule
- Delivery of GIS data and other requested information

Task 2: Public Outreach

2.1 Stakeholder Meetings (3)

Toole Design will work with Milwaukee County Parks staff to identify key project stakeholders to form a Community Advisory Committee (CAC). Toole Design will facilitate three meetings with the CAC. The first meeting will introduce the project and identify missing links or areas for expansion. The second meeting will allow the committee to review potential projects, prioritizing them, and provide input on their feasibility. Milwaukee County Parks staff will conduct stakeholder recruitment, schedule the meetings, and reserve meeting locations (if in-person).

2.2 Online Survey

Toole Design will provide an online interactive map to collect geographically specific public input where residents and stakeholder feel there are gaps in the existing trail network, where there are opportunities to expand the trail network, and where unofficial connections exist that should be formalized. The map

will include an embedded survey that asks respondents about where they live (via zip code) as well as demographic information so the project team can analyze whether the responses are representative of those living in the project area.

2.3 Public Involvement Meetings (2)

Toole Design will lead two public involvement meetings. These meetings may be virtual or in-person, and could be held outside, per the Milwaukee County Park staff's preference and public health precautions in place. The first meeting will the project and ask participants to identify missing links or areas for expansion. The second meeting will allow participants to review potential projects and assist staff in prioritizing them and/or offering input on their feasibility. Toole Design will provide up to two staff members for each meeting; Milwaukee County Parks will assist with staffing meetings.

2.4 Pop-Up Engagement Kit

Toole Design will create a "Pop-Up Engagement Kit" that will include exhibits or materials that can be used to engage residents about the project at locations they are likely to be (for example, the Fondy Farmer's Market, Northwest Side CDC, and the David Schulz Aquatic Center). Toole Design will provide the displays, materials, and training on using the kit. Milwaukee County Parks staff will assist in identifying appropriate events for the pop-up kits, secure space at selected locations, and provide tents (for outdoor events) and staffing. Toole Design will tabulate the input or feedback from these kits.

2.5 Project Fact Sheets (2)

Toole Design will create two one-page project fact sheets. The first fact sheet will provide general information such as the project background, goals, information on how the public can be involved, and the project schedule. The second fact sheet will provide information about draft project recommendations. The fact sheets will be delivered in three formats – a Word document with text, a designed PDF document, and an InDesign file.

Toole Design Task 2 Deliverables

- Preparation for, attendance at, and facilitation of three (3) stakeholder committee meetings
- Creation and hosting of online map/survey
- Preparation for, attendance at, and facilitation of two (2) public involvement meetings
- Materials, exhibits, and training on two (2) Pop-Up Kits
- Two (2) one-page project fact sheet in the following formats: MS Word, PDF, InDesign

Milwaukee County Parks Task 2 Responsibilities

- Stakeholder Committee member recruitment
- Meeting scheduling for Stakeholder Committee meetings
- Meeting scheduling for Public Involvement Meetings
- Staffing for Public Involvement Meetings
- Public outreach to publicize public meetings (via press releases, local media, social media, etc.)
- Staffing or volunteer coordination of the Pop-Up Kit locations with stakeholders and volunteers

Task 3: Data Collection & Mapping

3.1 Identify Existing & Planned Network

Toole Design will compile existing GIS data received from Milwaukee County and prepare a basemap of existing trails and previously-planned trails including, but not limited to, the Milwaukee County Trail Network Plan, Milwaukee by Bike, the Route of the Badger, and the Glendale Bike Plan.

3.2 Identify Gaps and Potential Corridors

Toole Design will prepare maps that identify gaps in the existing and previously-planned trail network, as well as potential opportunities for off-street trail development including, but not limited to, waterways, utility and railroad corridors, Milwaukee County Park land, and other publicly or privately owned open space.

3.3 Identify Potential On-Street Connections

Toole Design will prepare maps that identify streets with excess capacity or space within the right-of-way for low-stress bicycle facilities such as separated bikeways or shared-use paths, that could serve as on-street connections for the Lincoln Creek Parkway and Northwest Side Trail network.

3.4 Define Trail & Bicycle Facility Types

Toole Design will develop brief summaries of the different types of trails, paths, and bicycle facilities that might be proposed as part of the Parkway and Trail Connectivity Plan. The summaries will include general information and photos of each facility type.

3.5 Analyze Data to Ensure Equitable Outcomes

Toole Design will consider racial equity and disparities for the existing, planned, and potential trail network connections described in Tasks 2.1 thru 2.3. We will illustrate these disparities on maps, figures, or tables using Census, American Community Survey, and the BikeAble™ GIS modeling platform used by the Rails to Trails Conservancy (RTC) for its Reconnecting Milwaukee report.

3.6 Existing Conditions and Context Memorandum

Toole Design will summarize the results of Tasks 2.1 through 2.5 in a Draft Existing Conditions and Context Memorandum. The Draft Memorandum will be shared with Milwaukee County Parks staff and with the Community Advisory Committee prior to the first meeting; following review by both groups, the memo will be updated as the Final Existing Conditions and Context Memorandum.

Toole Design Task 3 Deliverables

- Draft Existing Conditions and Context Memorandum
- Final Existing Conditions and Context Memorandum

Milwaukee County Parks Task 3 Responsibilities

- Review and comment on Existing Conditions and Context Memorandum

Task 4: Develop Recommendations

4.1 Identify Trail Corridors/Routes

Toole Design will collect, compile, and analyze all data collected, in addition to stakeholder input, to identify preliminary trail corridors and routes for the Lincoln Creek Parkway and Trail Connectivity Plan. The preliminary network will be based on principals of universal accessibility and racial equity. Hours in this task include field work to resolve questions and verify the feasibility of recommendations. County Parks staff are encouraged to participate in field work activities.

The identified trail corridors and routes will include the following details for all segments:

- The most appropriate type of facility (i.e. on-street bike lanes, shared-use paths, signed bike routes) for each of the corridors identified. The type of facility will be based on available pavement width, available right-of-way, network function (based on stakeholder input), roadway speeds and volumes, site specific conditions, and other factors.
- The actions required to accomplish the recommended design treatment (i.e. adding pavement markings, lane narrowing or road diets, sidewalks, parking adjustments etc.).

- Identification of spot locations where specific improvements are needed to address barriers and create a safe and connected trail network (i.e. bridges, crosswalk safety improvements, street/trail transitions etc.).

4.2 Develop & Apply Prioritization Criteria

Toole Design will work with County Parks staff and the Community Advisory Committee to weigh factors and determine a prioritization framework for trail segments. Criteria may include: Quantitative measures of poverty and equity needs from the Census, American Community Survey, and/or the Rails to Trails Conservancy's BikeAble™ tool, as well as qualitative input gathered from public and stakeholder input. Other factors such as cost, feasibility, and connectivity may be considered.

Toole Design will develop a map that prioritizes the corridors and routes into short-, mid- and long-term priorities. After sharing the initial prioritization results with County Parks staff and the Community Advisory Committee, we will perform one round of prioritization revisions.

Toole Design Task 4 Deliverables

- Memo summarizing approach to developing recommended trail corridors and routes
- Map and GIS shapefiles showing recommended trail corridors and routes, and identifying facility type and actions needed. Prioritization criteria memo and framework (table)
- Maps of prioritization recommendations (2 rounds of prioritization)

Milwaukee County Parks Task 4 Responsibilities

- Participation in field work (encouraged)
- Review and comment on recommended trail corridors and routes
- Review and comment on prioritization framework and initial round of prioritization

Task 5: Trail Implementation Plan

5.1 Identify Funding & Maintenance Partners

Toole Design will identify the lead agencies responsible for implementing, funding, and maintaining the various trail and corridors and routes, and identify appropriate funding programs. Toole Design will also recommend general strategies to fund implementation, for example, striping bike lanes during road repaving or constructing trails as a component of storm water or utility improvements.

5.2 Develop General Cost Opinions

Toole Design will develop planning-level opinions of probable cost for the trail and route facility types in the recommended plan. Cost estimates will be based on per-mile typical costs for each recommended bikeway and path type and will be calibrated based on local costs and the WisDOT Average Unit Price List.

5.3 Develop Draft Implementation Report

Toole Design will compile the Draft Implementation Report using the memos and deliverables developed for previous tasks. The Draft Report will be distributed to County Parks staff in Microsoft Word for review and comment. After that review, Toole Design will prepare a Revised Draft Report for review by the Community Advisory Committee and the Draft Report Review Workshop (Task 4.4). The second Public Involvement Meetings and Pop-Up Engagement Kits (Tasks 1.3 and 1.4) will also present the recommendations of the Revised Draft Report and allow for in-person feedback from the public.

5.4 Develop Final Implementation Report

Toole Design will develop the Final Implementation Report, incorporating comments from County staff, the Community Advisory Committee, other agencies, and the public. If there are conflicting comments,

County Parks staff will assist Toole Design team in deciding the appropriate language for inclusion in the final plan. The Final Plan will be provided as a PDF and Microsoft Word and/or Adobe InDesign files. All GIS data developed for the project will be packaged and included as digital files with the Final Implementation Report.

Toole Design Task 5 Deliverables

- Draft Implementation Report (Word)
- Revised Draft Implementation Report (PDF)
- Final Implementation Report (PDF and Microsoft Word and/or Adobe InDesign)
- All GIS developed for the project in digital format

Milwaukee County Parks Task 5 Deliverables

- Review and comment on Draft Implementation Report

D. Agency Coordination

1. Intentionally left blank.
2. Prepare necessary permit application according to the MANUALS.
Not part of this CONTRACT.

III. Prosecution and Progress

A. through F. Intentionally left blank.

G. The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement on a monthly basis to the MUNICIPALITY in electronic format.

H. Invoices shall be submitted to Therese Gripentrog; Landscape Architect, Milwaukee County Parks; 9480 W Watertown Plank Rd, Wauwatosa, WI 53226; Therese.Gripentrog@milwaukeecountywi.gov; 414-257-6242 in electronic format.

I. The CONSULTANT does not propose subletting any services.

J. The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, based upon CONSULTANT having received the Notice to proceed by July 1, 2021:

Milestone	Date
Kickoff Meeting	July 2021
Project Fact Sheet #1	July 2021
Community Advisory Committee Meeting #1	August 2021
Online Survey	August 2021
Public Involvement Meeting #1	September 2021
Pop-Up Engagement Kit #1	September 2021
Existing Conditions & Context Memorandum	October 2021
Draft Recommended Corridors Memorandum & Maps	January 2022
Community Advisory Committee Meeting #2	January 2022
Project Fact Sheet #2	April 2022
Pop-Up Engagement Kit #2	April 2022
Draft Implementation Report	May 2022
Community Advisory Committee Meeting #3	August 2022
Public Involvement Meeting #2	September 2022
Final Implementation Report	July 2022

IV. BASIS OF PAYMENT

A. though C. Intentionally left blank.

D. The CONSULTANT will be compensated by the MUNICIPALITY for services provided under this CONTRACT on the following basis:

1. For all contract services, actual costs to the CONSULTANT up to \$53,570.99, plus a fixed fee of \$3,518.41, not to exceed \$57,089.40.
2. Total Contract Not to Exceed \$57,089.40.

V. MISCELLANEOUS PROVISIONS

D. Through M. Intentionally left blank.

N. Insurance Requirements

1. Maintain the following types and limits of commercial insurance in force until such time as all SERVICES under or incidentals to the CONTRACT have been completed.

(See Insurance Table, VI Attachment A)

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O. through R. Intentionally left blank.

VI. Attachment A. Insurance Table

CONSULTANT shall be subject to the following minimum insurance requirements:

Type of Insurance	Minimum Limits required *
(a) Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.	\$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.
(b) Worker's Compensation and Employer's Liability Insurance	Worker's Compensation: Statutory Limits Employer's Liability: <ul style="list-style-type: none"> • Bodily Injury by Accident - \$100,000 Each Accident • Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee
(c) Commercial Automobile Liability Insurance; shall cover all CONSULTANT owned, non-owned and hired vehicles used in carrying out the contract.	\$1 Million - Combined Single Limits per occurrence
(d) Architect [sic] and Engineer [sic] Professional Liability Insurance **	\$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of \$1 Million

* These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.

**This insurance requirement applies only to engineering services and is waived for non-engineering services.

Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.