

1999 DRAFTING REQUEST

Bill

Received: 01/6/99

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Wanted: 01/7/99

Identical to LRB:

For: **Bonnie Ladwig (608) 266-9171**

By/Representing: **herself**

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James Cape and Sons Company claim

Instructions:

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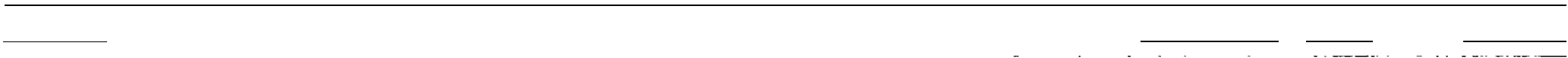
Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
I?	kuesejt 01/6/99	gilfokm 01/6/99		_____			State
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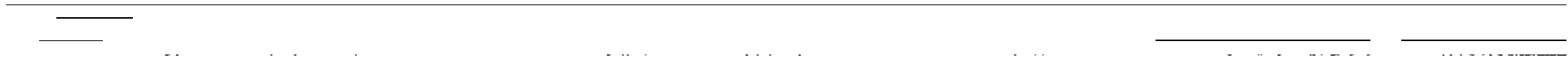
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1999 DRAFTING REQUEST

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By/Representing: **herself**

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BONNIE LADWIG
STATE REPRESENTATIVE • 63RD DISTRICT

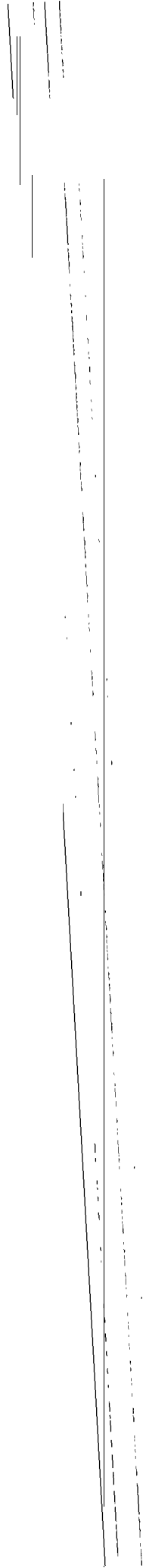
Jeff Kuesel

PER YOUR REQUEST

PER YOUR INTEREST

*Info. on the claims
leg. by James Cape &
SONA, Inc.*

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Jenkins & Gilchrist

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• MESSAGE •

Chas. Lord -

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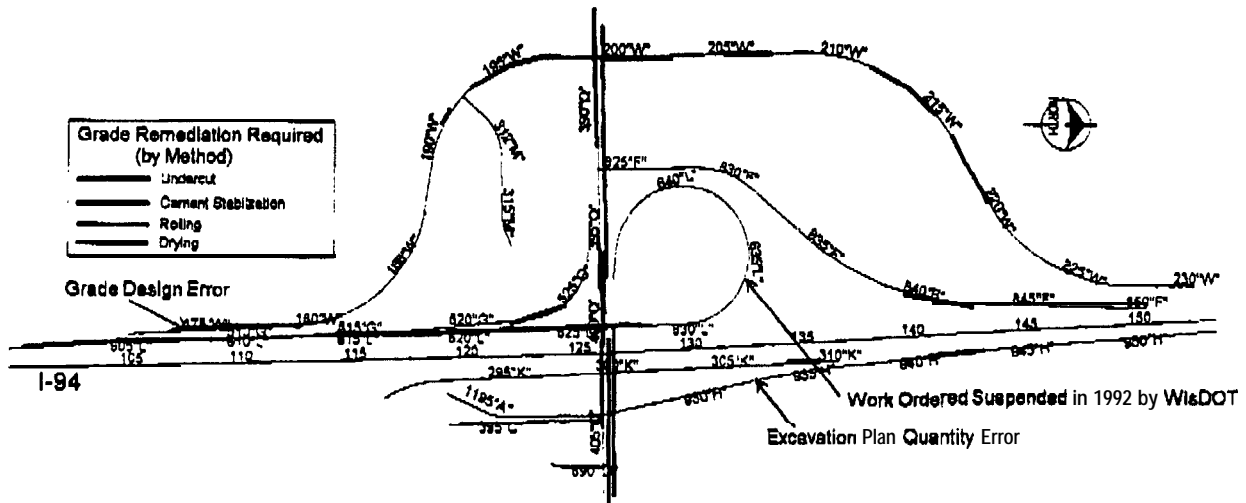
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EXECUTIVE SUMMARY

James Cape & Sons Company (Cape) hereby submits its Request for Equitable Adjustment in the amount of \$1,277,306, for the increased costs it incurred in completing Federal Project No. STP94-6(72)346, State Project No. 1023-04-74 (the "Project") for the construction of roadways at the interchange between I-94 North-South Freeway and STH 165 located in Kenosha County, Wisconsin. Cape incurred these additional costs as a result inconsistent and conflicting directives of WisDOT; WisDOT's failure to direct Excavation Below Subgrade as required by the Contract, design errors, changes, and WisDOT's refusal to permit Cape to prosecute all of the work in 1992 as required by the Contract.

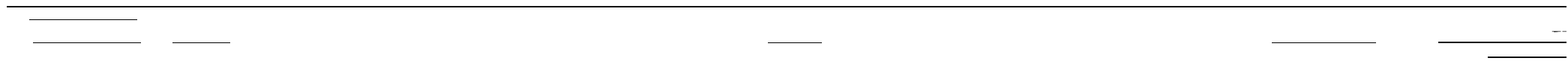
The figure below illustrates how the problems which disrupted and delayed Cape's progress permeated the whole of the Project. The markers and text in the figure illustrate the nature and location of the particular problems. Of particular note is the fact that, despite clear requirements in the contract for EBS wherever unsuitable material was encountered, WisDOT gave multiple directives to attempt other methods of stabilization, often with poor results, thereby further delaying the work and disrupting Cape's operations,





The problems depicted in the figure substantially delayed Cape's progress and prevented Cape from Completing the Project in 1992 according to the express terms of the Contract. Cape **suffered** major efficiency losses, unanticipated spread loss, extended performance costs and other unreimbursed costs as a result of WisDOT's actions and inactions. **WisDOT** guaranteed delayed completion when, in breach of the Contract it **refused** to allow Cape to begin a significant portion of the work - L-line - in 1992. But for the **errors** and **WisDOT** caused delays, the Project would have been finished by November, 1992.

Legally, Cape is entitled to recover **its** unreimbursed costs based on **WisDOT's** breach of warranty of the accuracy and adequacy of the plans and specifications, WisDOT's failure to disclose superior knowledge, WisDOT's breach of obligation not to hinder or delay, and under the Contract provision governing significant changes in the character of the work.

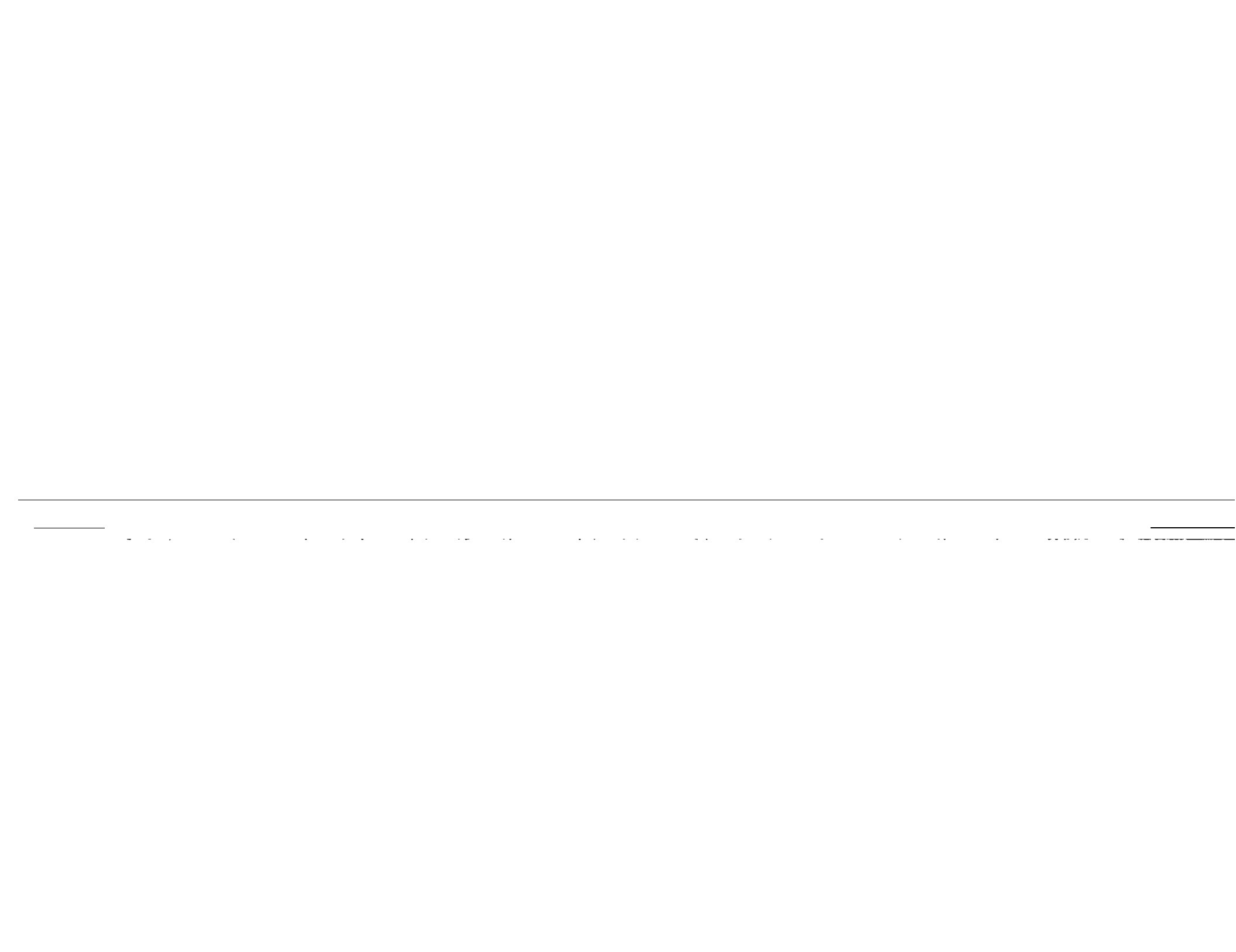


Section VII Quantification

This Section of Cape's Request for Equitable Adjustment explains the additional costs incurred by Cape as a result of delays, design errors, inconsistent direction from the Engineer, premature suspension of part of the work in 1992 and the resulting disruptions to Cape's work and for which Cape is entitled to be reimbursed by WisDOT.

Summary of Cape's Additional Costs

A.	Increased Paving Costs		
	1. Cold Weather Protection	\$8 1,807	
	2. Excessive Spread Loss	\$17,762	
B.	Extended Equipment Costs	\$813,392	
C.	Additional Mobilization Costs	\$17,711	
D.	Additional Costs - Rehandle Dirt in L-line loop	\$25,691	
	Direct Costs Subtotal		\$956,363
E	Additional Overhead		
	Field Office	\$7,440	
	Home Office	\$118,544	
	Overhead Subtotal		\$125,984
	Subtotal Above		\$1,082,347
F.	Costs of Preparation of Request for Equitable Adjustment	\$75,000	
G	Additional Bond on A - F @ .00365	\$4,224	
H	Profit on A - F @ 10%	\$115,735	
	Total Request for Equitable Adjustment		\$1,277,306



Cape based its bid and developed its Plan of Operations relying on the accuracy of the Contract Documents. As described in Section IV of this Request, the actual conditions encountered by Cape differed significantly **from** what was represented by WisDOT. As a result, Cape's substantial completion was delayed until July, 1993. In addition to the extensive delays caused by factors beyond Cape's control and for which it was without fault, Cape incurred substantial additional costs for which it has not been compensated.

Cape hereby submits its additional costs for specific items that were impacted by **WisDOT's** design errors, inconsistent direction, and premature suspension of the work in 1992. An explanation of the calculation of each item for which additional costs are requested follows.

A. Increased Concrete Paving Costs

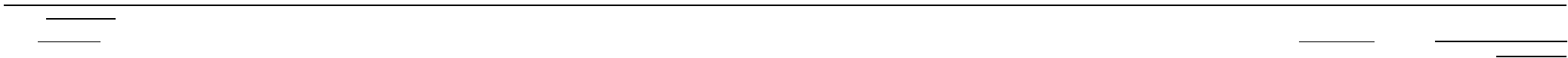
The Time Impact Analysis in Section V demonstrated that but for the delays, interferences and disruptions for which Cape was not at fault, Cape would have completed its concrete paving operations on the following dates:

- Cape would have completed the Project by November 5, 1992;
- Cape would have completed concrete paving prior to October 15, 1992;
- Cape would have completed nearly all of the Curb & Gutter, Concrete Barrier and Sidewalk prior to October 15 and would have completed all of it by October 22, 1992.

Because Cape was prevented from constructing the Project as it planned, it was forced to place a substantial portion of the concrete pavement, curb and gutter and concrete barrier **after** October 15. By specification, Cape was required to protect the concrete **from** cold weather, which resulted in additional, unplanned costs. In an effort to be consistent with other Cape projects and other WisDOT districts, Cape's additional costs to protect concrete **from** cold weather are calculated on the same basis as used on WisDOT Project 1228-01-73 in Milwaukee County (I-43, Silver Spring Project) which was constructed under similar circumstances.

1. Cold Weather Protection of Concrete

Between October 15, and December 21, 1992, Cape placed a significant amount of Concrete Pavement (10" and 6"), Curb & Gutter, 4" Sidewalk and Concrete Barrier, which it had to protect from cold weather. Cape would not have had to protect the concrete **from** cold weather but for delays, errors and disruptions for which it was not responsible. The quantities represented in the table below were determined from the WisDOT Monthly Estimate and WisDOT inspector diaries. A summary of the quantities is included at Exhibit 14.



Item Number	Description	Quantity	Unit Cost	Additional Cost
41510	10" Concrete Pavement	15,225	\$0.88	\$13,398
41506	6" Concrete Pavement	4,031	\$0.88	\$3,547
60302, 90001	Concrete Barrier Wall	1,797	\$7.65	\$13,747
60123, 60133, 60160, 60170	Curb & Gutter	12,172	\$1.60	\$19,475
NA	Heated Water for Concrete	7,000	\$3.12	\$21,840
NA	A-WR Concrete Mix to A-FA	6,012	\$1.63	\$9,800
	Subtotal			\$81,807

2. Excessive Spread Loss

As discussed in Section IV of this Request, Cape requested that WisDOT waive the core penalties on this Project because of the extremely poor **subgrade** conditions. Although WisDOT Central Office acknowledged that the District had the authority to do so, the District refused to waive the penalty specification.

As a matter of quality control, Cape regularly probes the concrete behind the paver to ensure adequate depth to avoid penalties. In this instance, Cape actually raised the paver so that the impact of the soft and rutted subgrade would be eliminated, or at least minimized, with regards to core penalties. As a result, Cape experienced excessive spread loss on 6" Concrete Pavement and 10" Concrete Pavement. Cape normally estimates a spread loss of 3% on concrete paving. However, because of the nature of this Project, it estimated a 5% spread loss. The table below illustrates Cape's actual spread loss for concrete pavement on the Kenosha Project and the additional cubic yards of concrete batched and hauled by Cape.

Item	CY / SY @ 0% Spread Loss	CY / SY @ 5% Spread Loss	Actual Cubic Yards Batched	Actual Square Yards Placed	Actual CY / SY	Extra Cubic Yards Batched
6" Concrete Pavement	0.167	0.175	2,873	14,270	0.194	55

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Item	CY / SY @ 0% Spread Loss	CY / SY @ 5% Spread Loss	Actual Cubic Yards Batched	Actual Square Yards Placed	Actual CY ISY	Extra Cubic Yards Batched
10" Concrete Pavement	0.278	0.292	21,468	69,572	0.313	452

Source documents: Cape Job Cost System and WisDOT Payment Estimates (Exhibit 15) | 507 |

The increase in cubic yards of concrete per square yards of pavement represents 10.6% and a **7.2% increase in spread loss, above the 5% Cape included in its bid**, for 6" and 10" concrete pavement, respectively.

Cape incurred additional costs to batch the additional 507 cubic yards of concrete that were a result of the excessive spread loss. The table below illustrates Cape's additional costs to batch and haul the additional concrete to the paver.

Cubic Yards Batched	Plant Cost (Batch)	Mixer Cost (Haul)	cost to Batch and Haul	Cost per Cubic Yard	Additional Cost to Batch & Haul 507 CY
24,341	\$767,287.00	\$85,498.00	\$852,785.00	\$35.03	\$17,762.70

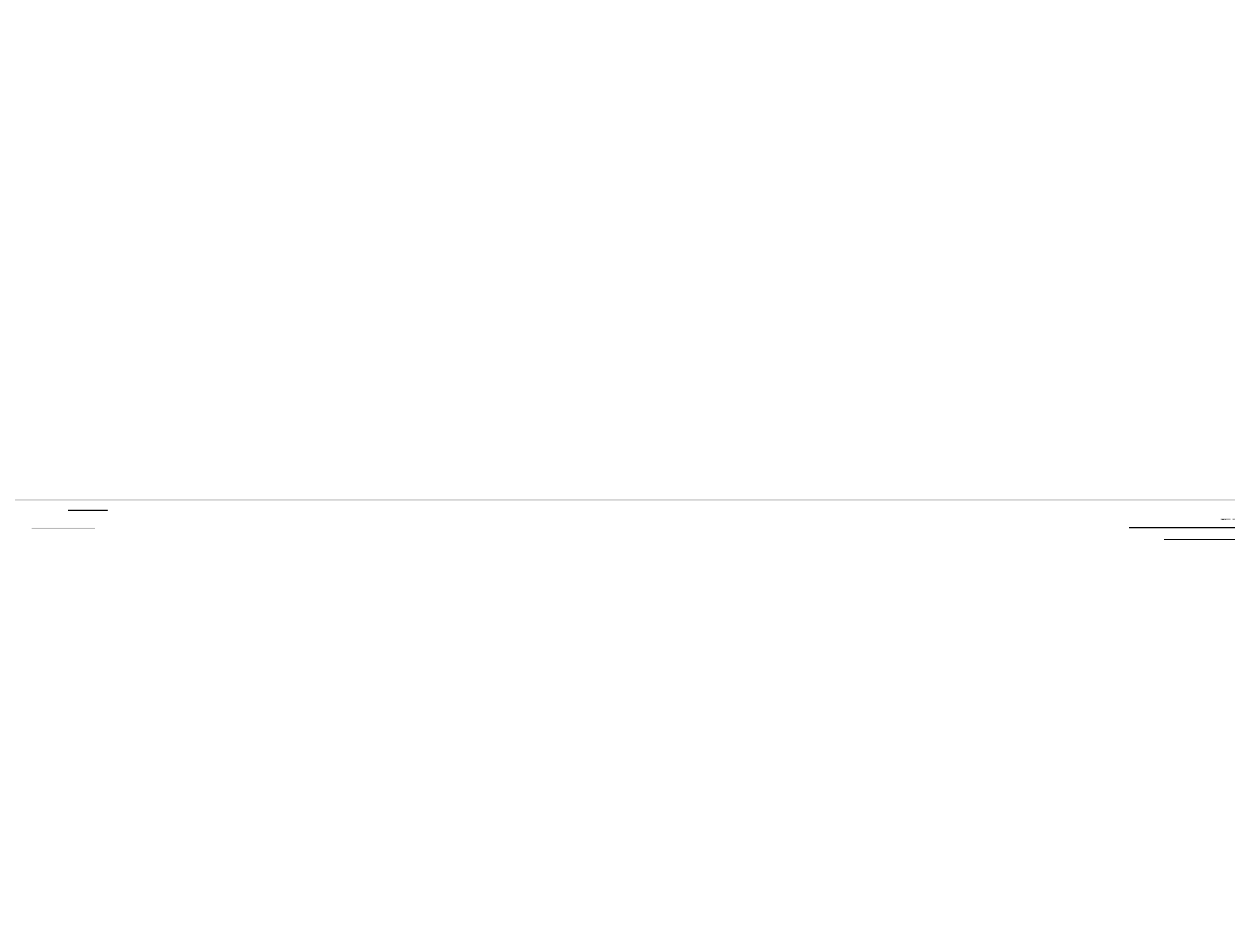
Source documents: Cape Job Cost System (Exhibit 15)

Cape requests additional compensation in the amount of \$17,762 to compensate it for the excessive spread loss caused by the extremely poor subgrade conditions.

B. Extended Equipment

Cape incurred additional equipment **costs because** it was unable to complete the Project as it planned in the 1992 construction season. As stated previously, Cape would have completed the Project by November 5, 1992, but for **WisDOT's** actions. As a result, Cape incurred additional equipment costs as follows:

- According to the Adjusted As-Built Schedule discussed in Section V of this Request, Cape would have completed the concrete pavement by October 14, 1992 and the miscellaneous concrete by October 20, 1992. Cape actually stopped concrete pavement production in 1992 on November 23, and stopped miscellaneous concrete on December 1. Therefore, Cape incurred additional equipment costs for the paving equipment from October 14 through November 23, 1992; and additional equipment



costs for the plant and incidental concrete **from** October 20 through December 1, 1992;

- Because Cape would have completed the Project in 1992 but for the actions and inactions of **WisDOT**, Cape incurred additional idle equipment costs over the winter for the batch plant and the CMI trimmer, which were **left** on site to complete the work remaining in 1993; and
- Cape incurred additional equipment costs in 1993 to complete the work that would have been completed in 1992, that it would not otherwise have incurred but for WisDOT's actions. In 1993, Cape had planned to start up again by May 15. However, as discussed previously, Cape experienced the same problems in 1993 that it had experienced in 1992. As a result, Cape was unable to begin work for two weeks **after** it had re-mobilized its equipment, incurring idle equipment costs.

Therefore, Cape requests compensation for its extended and additional in the amount of \$8 13,392. A summary of the pieces of equipment, time periods and additional cost is included at Exhibit 20.

C. Additional Mobilization Costs

As a result of WisDOT's decision to suspend work in 1992, combined with the delays and disruptions discussed in previous sections of this Request, Cape had to demobilize most of its equipment at the end of 1992 and re-mobilize in the spring of 1993. In fact, the only equipment that remained on site during the winter was Cape's concrete plant and its trimmer. Although Cape included the cost of a single demobilization in its bid, it did not anticipate having to move out in 1992 and back in 1993. Therefore, Cape requests additional compensation in the amount of \$17,711 for additional mobilization and de-mobilization costs in 1993. The supporting documentation is from Cape's Job Cost System which is provided at Exhibit 16.

D. Additional Costs - Rehandle Dirt in L-Line Loop

As discussed in Section IV of this Request for Equitable Adjustment, Cape incurred additional **costs** to rehandle the material placed inside the loop by Raemisch. In November 1993, Cape incurred additional costs in the amount of **\$25,690.63** to move the material that had been placed by Raemisch and accepted by WisDOT. Supporting documentation **from** Cape's Job Cost Reporting system is provided at Exhibit 17.

E. Additional Field Office and Home Office Overhead

As demonstrated in Section V, Cape would have completed the Project by November 5, 1992, but for the impacts of delays and disruptions discussed previously which were not within its control nor its fault. As a result, Cape incurred additional Field Office Overhead costs and additional Home Office Overhead costs.

1. Additional Field Office Overhead

Cape's average daily cost to maintain its Field Office **from** June 1992 through July 1993 was \$29.76. Therefore, Cape requests additional Field Office Overhead in the amount of \$7,440 for 250 days from November 5, 1992 through July 23, 1993, which was substantial completion. (Exhibit 18)

2. Additional ^{Home}~~Field~~ Office Overhead

Cape's additional Home **Office** overhead was calculated using the Eichleay Formula. (Exhibit 19) Cape requests additional compensation in the amount of \$118,544 for additional Home Office Overhead costs.

F. Costs of Preparation of Reauest for Eautible Adjustment

Cape has incurred outside legal and engineering consulting costs as well as costs associated with senior company management time, in the preparation of the Request for Equitable Adjustment. The total amount of such costs is estimated to be not less than \$75,000, all of which has been incurred as a direct result of the Plan errors, inconsistent directives and changes described in Section IV of the Request. As a result, Cape requests additional compensation in an amount not less than \$75,000.

G. Additional Bond

Cape will incur additional bond costs associated with this Request for Equitable Adjustment at the rate of \$5.00 per **\$1,000.00**. Therefore, Cape requests additional compensation in the amount of \$2,022 to cover its additional bond costs.

H. Conclusion

This Request for Equitable Adjustment has described in detail the actual conditions encountered by Cape and their impact on Cape's performance. Cape hereby requests **WisDOT** compensate Cape in the amount of **\$1,277,306** for additional costs which are a result of problems for which **WisDOT** is liable.



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**Wisconsin Department of Transportation
Office of General Counsel**



MEMORANDUM

To: State of Wisconsin claims Board
Patricia Reardon, Program Assistant

From: Allyn Lepeska, Assistant General Counsel *a.l.*

Date: May 14, 1998

Subject: Claim of James Cape & Sons Company Against the Department of Transportation arising from Highway Construction Work Performed by the Claimant on Project I.D. No. 1032-04-74, S'TP 94-6(72)346 North-South Freeway (STH 165 Interchange) I-94 Kenosha County

On March 18, 1998, the Department of Transportation ("WisDOT") received the James Cape and Sons' ("Cape") claim of \$1,277,306 from the Claims Board. Cape alleges that WisDOT's highway plan was bad and that its engineer's decisions were bad causing Cape to incur damages. Cape's alleged damages include increased cold-weather protection (\$81,807), excessive spread loss (\$17,762), extended equipment cost (\$813,392), additional mobilization costs (\$17,711), dirt moving costs (\$25,691), field office expense (\$7,440), home office expense (\$118,544), cost of preparing claim (\$75,000), additional bond (\$4,224) and additional profit (\$115,735). Upon review, WisDOT recommends that this claim be denied.

On April 21, 1992, Cape submitted a proposal for the construction of roadways at the interchange between I-94 North-South Freeway and STH 165 located in Kenosha County, WI. The bid amount was \$3,931,874.87 based upon Cape's unit bid prices and the approximate quantities. The contract work consisted of grading, base course, sign bridges, concrete barrier, storm sewer, concrete pavement, asphaltic concrete pavement, and incidental items. The contract completion time was 155 working days. Exhibit 1. Cape declared that it:

has carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, quantities of the work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the bidder has made such determination.
Exhibit 2.

WisDOT awarded the contract to Cape on May 13, 1992. WisDOT held a preconstruction conference on May 14, 1992. It signed the contract on June 5, 1992 and Cape began construction



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on June 9, 1992. WisDOT suspended work on the 'G' and 'L' lines adjacent to the I-94 southbound freeway on October 13, 1992 and on the project on December 2, 1992. Cape resumed work on April 21, 1993 and completed work on October 6, 1993 at a cost of \$4,327,794.96. This included payment for nine change orders, some at the request at Cape and some at the request of WisDOT.

Cape processed this claim through the WisDOT's claims process. On January 12, 1998, after fully considering the arguments raised by Cape at the hearing and in its Post Hearing Memorandum, the Claims Appeal Panel issued a denial of the claim for additional compensation. The Claims Appeal Panel consisted of three experienced professional highway engineers not directly involved in the matter. The panel's analysis in denying the claim is attached to this memorandum. Exhibit 3.

Cape has been working with WisDOT and its predecessors in building Wisconsin roadways since before automobiles; Although this interchange project may have been more complex than the average paving contract it was not beyond the capabilities of a contractor as experienced as Cape. In bidding WisDOT contracts, Cape declares that it has the capabilities of performing the work consistent with the applicable specifications and plans within the time provided.

This project needed to be completed in stages because traffic had to be removed from the heavily traveled existing frontage road onto the new frontage road ("W" line) to work on the new access ramps ("L" and "G" lines) that were being constructed over the existing frontage road. Exhibits 4 and 5. Immediately after the award of this project, Cape proposed to WisDOT that the project be changed from a 4-stage 12-step project to a two-stage project. Exhibit 6. In its two-stage proposal, Cape guaranteed to the WisDOT project engineer that it would maintain the traffic flow, balance the dirt and complete the frontage road ("W" line) first so that traffic could be removed from the existing frontage road and that the dirt could be moved. It provided a revised bar chart but no specific plan of action for work to WisDOT that was conditionally approved based on the approval of contractor's plan to revise phasing. Exhibit 7.

This project was located on a busy intersection on the I-94 North-South Freeway (100,000 average daily traffic) in Kenosha County only a few miles from Cape's general offices. The soils in that area are not unique. WisDOT did not bid the soils report. The soils report was available upon request but it was not requested by Cape before it bid the project. Cape was compensated in time and money for any soft subgrade that it was required to repair.

The "W" line frontage road change did not delay any work. Under the section 105.1 of the Standard Specifications, the project engineer will decide "all questions which arise as to . . . the interpretations of plans and specifications." Cape did not question the project engineer about the plan grade for the proposed "W" line frontage road. The grading subcontractor had stopped working on this segment because it was adjacent to the existing frontage road. This segment could not be finished until the "W" line frontage road was paved so that the existing frontage road traffic could be transferred with minimal disruption. On July 27, 1992, the property owner of the Sunday

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Store asked **WisDOT** if the grade on the **"W" line frontage** road by his store could be reduced. **WisDOT**, the private consultant designer, **HNTB**, and the grading subcontractor, **F.C. Raemish**, discussed the change, on **July 28, 1992**. The project engineer reduced the elevation on a **small segment of the frontage road** elevation by approximately three feet on **August 4, 1992**. Cape's subcontractor paved the south **half** of the **"W" line frontage** road on **September 8, 1992**. Exhibit 8. The **change in** the grade on the **frontage** road was not a **controlling** item of work. If the grade of the **frontage** road had not been not changed, Cape still **could have** built the road as shown in the plan.

WisDOT did not suspend "Cape's performance on the Project contract in September 1992 but did direct Cape "not to begin work on the "G" and "L" lines adjacent to the I-94 southbound freeway" under date of October 13, 1992. **WisDOT** issued this directive after its three experienced professional highway engineers met with Cape, after Cape submitted a revised schedule (Exhibit 9) on **September 16, 1992** showing that all paving would be complete by October 30, 1992 yet, as of October 13, 1992, less than 25 % of the **85,000 square yards of concrete** paving was complete. Cape did not meet its own revised schedule. **WisDOT** issued this directive because of the **lateness of the** season, safety to the public if an open cut were present adjacent to the **freeway with** poor weather preventing completion and the **potential of** hot having an operation **southbound on-ramp** to I-94.

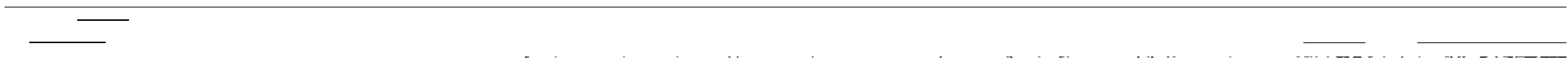
WisDOT has authority to require the partial suspension of operations for such period it may deem necessary "in the interest of public safe@ and convenience, or due to **unsuitable weather** or such other conditions as are considered unfavorable for the prosecution of **satisfactory work**." If the work is **suspended** for an unreasonable period of time, the contractor may submit a request for compensation or contract time. Section 108.6 of the Supplemental Specifications. **WisDOT's** partial suspension of the work was not for an unreasonable period of time. **WisDOT** allowed Cape to continue work on the remainder of project until December 2, 1992. Cape resumed work the next year.

Cape's &r-the-fact "as built, but for" schedule is worthless when the underlying basis for the adjustments are **flawed**. **WisDOT** acted decisively and quickly to expedite the progress of the work. There is no evidence that **WisDOT's** actions delayed Cape's progress on the project. Cape did not devote **adequate resources early** on to complete the contract per its bar chart schedule but did complete the contract within the required 155 working days.

This is not a claim which the state is **legally liable** to pay, nor one which involves the causal negligence of any officer, agent or employee of the state, nor one which, on equitable principles, the state in good conscience should assume and pay.

pc: Gay Whited&hard Rutzen/Jim Thiel
James Cape & Sons

Enclosure





State of Wisconsin
1997-1998 LEGISLATURE
1999

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LRB-5228/1
JTK:km

Wanted by THU 1/7 - 9 AM

Kmg

1997 BILL

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AN **ACT relating to:** the expenditure of \$1,277,306 from the transportation fund for payment of a claim against the state made by James Cape and Sons Company.

moneys appropriated to the department of

moneys appropriated to the Department of

Analysis by the Legislative Reference Bureau

This bill directs expenditure of \$1,277,306 from the transportation fund in payment of a claim made by James Cape and Sons Company against the department of transportation (DOT). In 1992 and 1993, the claimant performed work for DOT under contract for highway improvements at the intersection of I 94 and STH 156 in Kenosha County. At the request of DOT, the claimant performed additional work and incurred related costs that were not contemplated by its contract with DOT. The claimant alleges that these costs were necessitated by delays, design errors, inconsistent direction and premature suspension of part of its work by DOT, which delayed its anticipated completion dates for parts of the project. The costs included \$956,363 in direct costs for pavement spread loss and cold weather protection, extended equipment costs, additional mobilization costs and dirt rehandling, \$125,984 in overhead costs, together with \$194,959 for the estimated costs of preparing this claim, additional bonding costs and profit on all costs except bonding costs (total = \$1,277,306). As of May 5, 1998, neither DOT nor the claims board has made any recommendation with respect to this claim.

(DOT) The claimant alleges that it

on this project

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recommended denial of

JWSA

OK May 27

(see 1997 Senate Journal, pp. 723-724)

BILL

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

of the statutes

1 **SECTION 1. Claim against the state.** There is directed to be expended from
2 the appropriation account under section 20.395 (3) (bq), (br) or (bx), or any
3 combination thereof, as determined by the department of transportation, \$1,277,306
4 in payment of a claim against the state made by James Cape and Sons Company,
5 Racine, Wisconsin, to compensate it for the costs of additional work and related costs
6 that were not contemplated under its contract with the department of transportation
7 in connection with improvements to I 94 and **STH** 165 in Kenosha County in 1992
8 and 1993. Acceptance of this payment operates, as a full and complete release to this
9 state and its officers, employes and agents from any further liability to the claimant
10 resulting from the performance of this work.

(END)

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1999-2000 DRAFTING INSERT
FROM THE
LEGISLATIVE REFERENCE BUREAU

LRB-1605/1ins
JTK.....

IWSA ✓

NSA

DOT alleges that it approved a revised work schedule for the project submitted by the claimant, but the claimant failed to adhere to its revised schedule, and DOT acted reasonably and within its authority under the contract in suspending work for the winter.

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SUBMITTAL**LEGISLATIVE REFERENCE BUREAU****FORM****Legal Section Telephone: 266-3561****5th Floor, 100 N. Hamilton Street**

The attached draft is submitted for your inspection. Please check each part carefully, proofread each word, and **sign** on the appropriate line(s) below.

Date: 1/6/99**To:** Representative Ladwig**Relating to LRB drafting number:** LRB- 1605**Topic**

James Cape and Sons Company claim

Subject(s)

State Finance - claims agnst st

1. **JACKET** the draft for introduction


in the **Senate** or the **Assembly** ____ (check only one). Only the requester under whose name the drafting request is entered in the LRB's drafting records may authorize the draft to be submitted. Please allow one day for the preparation of the required copies.

2. **REDRAFT.** See the changes indicated or attached _____

A revised draft will be submitted for your approval with changes incorporated.

3. Obtain **FISCAL ESTIMATE NOW**, prior to introduction _____

If the analysis indicates that a fiscal estimate is required because the proposal makes an appropriation or increases or decreases existing appropriations or state or general local government fiscal liability or revenues, you have the option to request the fiscal estimate prior to introduction. If you choose to introduce the proposal without the fiscal estimate, the fiscal estimate will be requested automatically upon introduction. It takes about 10 days to obtain a fiscal estimate. Requesting the fiscal estimate prior to introduction retains your flexibility for possible redrafting of the proposal,

If you have any questions regarding the above procedures, please call 266-356 1. If you have any questions relating to the attached draft, please feel free to call me.

Jeffery T. Kuesel, Managing Attorney
Telephone: (608) 266-6778



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