

July 15, 2024

Kevin Jump, PE  
Civil Engineer / Project Manager  
City of Sheboygan  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Re: Bridge Rehabilitation Design and Plans  
New Jersey Avenue over the Sheboygan River (P-59-0717)

Dear Mr. Jump:

Thank you for the opportunity to submit this proposal for professional services for the rehabilitation of the New Jersey Avenue bridge over the Sheboygan River. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

### Project Description

We understand from discussions with city engineering staff that the City of Sheboygan (Owner) is requesting structural engineering services by a Wisconsin Licensed Professional Engineer to assist in developing cost estimates, design, and plans for rehabilitation of the New Jersey Avenue Bridge. In general, the bridge rehabilitation work is anticipated to include repairs to the deck and concrete parapets, replacement of expansion joint, abutment backwall and mask walls, approach slabs, and sidewalks at the abutments, and repair of riprap at a storm sewer outfall.

### Scope of Services

#### Phase 1 – Survey, Preliminary Design, and Cost Estimating

1. Review available as-built plans (if found), inspection reports, and other available information about the bridge.
2. Conduct a site visit by a structural engineer and bridge inspection team leader to observe the condition of readily accessible structural features of the bridge, take key measurements, and assist the city in evaluating the bridge rehabilitation scope of work.
3. Perform a topographic and utility survey of the bridge and areas immediately adjacent to the bridge for use in developing cost estimates, coordinating with utility companies and WDNR, and preparing construction plans.
4. Evaluate bridge repair alternatives and provide a memo with recommendation to the city for their approval.
5. Facilitate a virtual meeting to review the memo and answer questions from the city.
6. Prepare a preliminary cost estimate using findings from the site visit, survey, and evaluation of alternatives for the city's use in budgeting.

#### Phase 2 – Final Design and Construction Documents

7. Design replacement of the expansion joint including replacement of the abutment backwall and approximately 4-foot-wide width of deck and parapets at the joint.
8. Load rate the existing prestressed concrete girder bridge with the proposed concrete overlay. Since original plans are likely not available, girder and deck reinforcing will be determined based on review of other similar bridges of the same approximate age.
9. Prepare bridge plans including repairs to the deck and concrete parapets, and replacement of expansion joint, abutment backwall, and mask walls.

10. Provide plan sheets for the replacement of concrete approach slabs and sidewalks immediately adjacent to the ends of the bridge. It is anticipated that the bridge will be closed to traffic during construction.
11. Assist the city with utility and railroad coordination related to the bridge work. It is anticipated that the city will be taking the lead on utility and railroad coordination as part of their adjacent roadway project.
12. Coordinate and complete WDNR permit application.
13. Provide technical specifications referencing WisDOT Standard Specification.
14. Develop a schedule of quantities and an opinion of probable construction costs.
15. Assist the city in answering construction questions during bidding and construction.
16. Review expansion joint shop drawings.
17. Submit plans and load rating computations to Wisconsin Department of Transportation Bureau of Structure (WisDOT BOS) for inclusion in the Highway Structures Information System (HSIS).

### **Responsibilities of Owner and Others**

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner. Owner shall provide or perform the following:

1. Applicable background information including any existing asbuilt plans (if found)
2. Lead utility and railroad coordination
3. Traffic control plans
4. Assemble bid documents and facilitate receiving of construction bids
5. Construction contract administration

### **Additional Services**

Required engineering tasks beyond those in the Scope of Services are unlikely, but could include traffic control plans, facilitating bid solicitation, construction observation, field visits, and field verification of bridge construction activities.

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services. These services are not included as part of Basic Services and will be paid for by OWNER.

### **Time Schedule**

Ayres understands that the city is planning for construction in 2026. The above scope of services will be completed according to the following schedule provided that authorization to proceed is provided by August 31, 2024.

- Phase 1 – Survey, Preliminary Design, and Cost Estimating: December 2024
- Phase 2 – Final Design and Construction Documents: November 2025

### **Fee**

We will perform the above services for a lump sum amount of \$14,600.00 for Phase 1 and \$41,900 for Phase 2 (\$56,500 total).



**Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

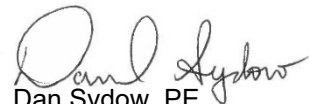
**Acceptance**

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until August 31, 2024, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

  
Dan Sydow, PE  
Manager – Structural Engineering

  
Cory Thomson, PE  
Transportation Engineer

Accepted by Owner:

City of Sheboygan

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions



**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

**1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

**2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

**3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant 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. Consultant 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.

**4. Location of Utilities:** Consultant 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 Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

**5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

**6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**7. Limitation of Professional Liability:** **Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.**

**8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

**9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

**10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

**11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by 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.

**12. Ownership and Use of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant 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.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost 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 Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Severability:** To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

**23. California Privacy Rights Act Employer**

**24. Entire Agreement:** This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**25. Notice of Lien Rights:** Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.