

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION, CITY OF SHEBOYGAN (MUNICIPALITY)
AND JT ENGINEERING, INC (CONSULTANT) FOR

Project ID 4996-01-82
C Sheboygan, New Jersey Avenue Trail
S. Taylor Drive to River Park Road
Non-Hwy, Sheboygan 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 the Request for Proposals, dated 9/15/25, for the design of a new path along New Jersey Avenue. 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: Katie Schwartz, PE, Project Manager, 944 Vanderperren Way, Green Bay, WI 54304, katiea.schwartz@dot.wi.gov, (920) 492-5652.

The MUNICIPALITY REPRESENTATIVE is: Tim Moyer, PE, Assistant City Engineer, 2026 New Jersey Avenue, Sheboygan, WI 53081, tim.moyer@sheboyganwi.gov, (920) 459-3440.

The CONSULTANT REPRESENTATIVE is: Rich Glen, PE, Project Manager, 1077 Centennial Centre Blvd, Hobart, WI 54155, richg@jt-engineering.com, (920) 606-6288.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast Region office located in Green Bay, WI and will be completed by December 31, 2027. Deliver PROJECT DOCUMENTS to 944 Vanderperren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

For all contract services actual costs to the CONSULTANT up to \$107,865.79, plus a fixed fee of \$8,645.42, not to exceed \$116,511.21.

For archaeological investigations subcontracted to Terracon Consultants, Inc. the CONSULTANT's actual costs to Terracon Consultants, Inc. not to exceed \$5,000.00 for units delivered based on rates in the table below.

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Archaeological Survey	1	Each	\$3,800.00	\$3,800.00
Project Management/Administration	1	Each	\$1,200.00	\$1,200.00

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ 121,511.21.

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

☐ DEPARTMENT ☒ MUNICIPALITY

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

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated June 18, 2025 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 7 pages.

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

For the CONSULTANT

Signed by:
By: Brian Chlopek
EB6227302D26463...

Title: Vice President

Date: January 22, 2026

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

SCOPE OF SERVICES

A. DESIGN REPORTS

- (1) Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:
 - a. Design Study Report
 - b. Traffic Management Plan (Type 1)

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare a Categorical Exclusion Checklist (CEC) Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

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) Section 4(f) Evaluation:

Any impacts to 4(f) resources are anticipated to be so minimal as to not constitute a use within the meaning of Section 4(f) per 23 CFR 774.13 (d). If needed, an exception will be documented within the environmental document. No additional coordination or documentation is included.

- (2) Archaeological Surveys and Studies:

- (a) This CONTRACT assumes the PROJECT will be placed on the Section 106 Screening List for History only.

- (b) Assist the DEPARTMENT with the documentation needed to place the PROJECT on the Section 106 Screening List for History.
 - (c) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological reconnaissance and evaluation studies to the region project manager. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.
 - (d) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL.
 - (e) Prepare and submit the Section 106 Review Form upon completion of the archeology survey and report.
- (3) Hazardous Materials/Contamination Assessments
 - (a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
 - (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
 - (c) 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. Dispose of investigative waste in accordance with the MANUAL.

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) FAA and BOA Coordination - Coordinate PROJECT with FAA and BOA as outlined in the MANUAL. This CONTRACT assumes no impact on adjacent airports/airspace, and only initial coordination will be required.
- (3) US Fish & Wildlife Service (USFWS).

Initiate the coordination with USFWS via IPaC and download the initial Threatened and Endangered Species List. Analyze and determine effects to any species and habitat included on the list. Include the results of the Species List and the effects assessment with the environmental document. This CONTRACT assumes that the project improvements will result in No Effects to any listed species in the project area.

(4) Tribal Notifications.

Prepare and submit the electronic tribal notifications to the DEPARTMENT. The DEPARTMENT will send the electronic notification to the required tribes and CONSULTANT to mail hard copies.

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Utility Coordination

Perform all utility coordination in accordance with:

- (a) The MANUAL
- (b) The WisDOT "Guide to Utility Coordination"
- (c) The "Sponsor's Guide to Non-Traditional Project Implementation"

(2) 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.

(3) 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.

E. PUBLIC INVOLVEMENT

(1) Prepare a Public Involvement Plan according to the MANUALS.

(2) Public Involvement Meetings:

- (a) Conduct or assist the MUNICIPALITY in holding one (1) public involvement meeting and explain to the public concepts and probable impacts of this PROJECT.
- (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 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.

F. MEETINGS

- (1) Attend or hold a combined virtual 30% review/Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Virtual plan review meetings at the 60% and 90% stages will be held to discuss the progress of the project.
- (3) One (1) virtual meeting will be held to discuss the coordination of the project with the adjacent bridge replacement project.
- (4) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

G. SURVEYS

- (1) Prepare and send a survey notification letter to all properties located within the project limits.
- (2) Perform surveys referenced to Wisconsin Coordinate Reference System (WISCRS) – Sheboygan County, NAD83, (2011) adjustment, NAVD 88 (2012) adjustment referenced to GEOID18, in US Survey Feet.
- (3) Set horizontal and vertical project control, at least 4 Control Points and 3 Benchmarks.
- (4) Complete the following field reviews, measurements, and survey:
 - (a) Survey to extend 25' beyond the limits on each end of the project and along the north approach on each side road.
 - (b) Area will include centerline of New Jersey Ave to 10' beyond the existing right of way or to nearby houses if they are closer than the 10' edge.
 - (c) Include next adjacent storm structures to identify flow direction/elevations.

- (d) Survey joint lines of bad concrete panels for replacement & all existing ped ramps to determine if they meet current standards.
- (e) Field marked utilities. This CONTRACT assumes that the utilities will be properly marked in the field and will require one trip to survey the marks.
- (f) All existing public signs within the project limits.
- (5) Locate the necessary section corners. It is estimated that two (2) section corners need to be located and tied to WISCRS, Sheboygan County NAD83(2011).
- (6) 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.
- (7) 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.

H. PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (1) Plans will consist of the following:
 - (a) Title Sheet
 - (b) General Notes
 - (c) Typical Cross Sections
 - (d) Construction Details
 - (e) Standard Details
 - (f) Signing and Marking Plans
 - (g) Curb Ramp Details
 - (h) Traffic Control Plan (including pedestrian detour route)
 - (i) Lighting Plans
 - (j) Erosion Control Plan (may be combined with plan and profile sheets)
 - (k) Miscellaneous Quantities with Earthwork Data
 - (l) Plan and Profile Sheets
 - (m) Cross Sections
- (2) It is assumed that the proposed path will fit within the existing right of way and that approximately 50% of the project will require the relocation of the existing curb and gutter line along the north side of New Jersey Avenue.
- (3) Design storm sewer inlets and leads at the locations where the curb and gutter is relocated. Storm sewer capacity calculations and redesign of mainline storm sewer is not anticipated to be part of the design.
- (4) Design the traffic control based on shoulder closures on New Jersey Avenue and potentially closure of River Park Road. Traffic control will be coordinated with the adjacent bridge project.

- (5) Trail lighting will be included in the design with the fixtures expected to closely match those used on adjacent projects (Taylor Drive).

I. PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

- (1) The CONSULTANT shall prepare a complete PS&E.
- (2) The PROJECT shall be locally let by the MUNICIPALITY.

J. SERVICES PROVIDED BY THE MUNICIPALITY

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

1. Access to City of Sheboygan GIS information
2. Existing Roadway plans (as available)
3. City "front end" document templates to be filled out and included within the project manual.
4. Any permit fees
5. Plans and documents related to the proposed River Park Road reconstruction project
6. Identification of concrete panels on New Jersey Avenue to be replaced with the project
7. Identification of additional storm sewer structure and pipe replacements needed.
8. Publication of the Public Involvement Notice
9. Provide mailing list for the Public Involvement Mailing

PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to:
 - (a) Archeological Investigations by Terracon Consultants, Inc, 4900 South Pennsylvania Ave, Suite 100, Cudahy, WI 53110.
- (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 February 1, 2026.

Report Title	Date
30% Plans & Estimate	6/1/26
OPM/30% Meeting	7/1/26
Public Involvement Meeting	7/15/26
Environmental Document	9/1/26
60% Plans & Estimate	11/1/26
Design Study Report	11/1/26
Draft PS&E	9/1/27
Final PS&E	10/13/27
Project Letting	12/15/27