

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION, CITY OF APPLETON (MUNICIPALITY)
AND HARDESTY & HANOVER, LLC (CONSULTANT) FOR

Project ID 4984-24-76
City of Appleton, Lawe Street
Navigational Canal Bridge
Outagamie 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 Notice of Interest P-44-0719 Bridge Rehabilitation Lawe Street Navigational Canal Bridge City of Appleton Outagamie County WisDOT ID 4984-24-76 dated February 13, 2025 for design services of the rehabilitation of the Lawe Street Bascule Bridge. 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: Mike Cohen; Local Program Project Manager, Wisconsin Department of Transportation, Northeast Region; 944 Van Der Perren Way, Green Bay, WI 54304; michael.cohen@dot.wi.gov; 920-360-1476.

The MUNICIPALITY REPRESENTATIVE is: Chad Weyenberg; Project Engineer, City of Appleton, Department of Public Works; 100 North Appleton Street, Appleton, WI 54911-4799; chad.weyenberga@appletonwi.gov; 920-832-5915.

The CONSULTANT REPRESENTATIVE is: Michael Delemont; Senior Associate; 313 N Plankinton Ave, Suite 207, Milwaukee, WI 53203; mdelemont@hardestyhanover.com; 414-207-4157.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast Region office located in Green Bay, WI and will be completed by July 30, 2027. Deliver PROJECT DOCUMENTS to 944 Van Der Perren Way, Green Bay, WI 54304, 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

(1) For all contract services, actual costs to the CONSULTANT, up to \$360,132.10, plus a fixed fee of \$30,537.19, not to exceed \$390,669.29.

(2) For design reports, environmental documentation, agency coordination, railroad/utility involvements, public involvement, meetings, surveys, road plans and traffic subcontracted to JT Engineering, Inc., the CONSULTANT's actual cost to JT Engineering, Inc. based on JT Engineering, Inc's actual cost up to \$45,275.17, plus a fixed fee of \$3,711.38, not to exceed \$48,986.55.

Date: April 25, 2024

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Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$439,655.84.

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 October 18, 2023 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 seven (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

By: _____

Title: Sean Bluni, CEO

Date: _____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: Jacob A. Woodford, Mayor

Date: _____

For the MUNICIPALITY

By: _____

Title: Kami Lynch, City Clerk

Date: _____

For the MUNICIPALITY

By: _____

Title: Christopher R. Behrens, City Attorney

Date: _____

For the MUNICIPALITY

By: _____

Title: Jeri A. Ohman, Finance Director

Date: _____

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THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

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

VI. SPECIAL PROVISIONS

Section II. C. 3. a. is amended to substitute the DEPARTMENT for the MUNICIPALITY.

SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The project scope includes design of rehabilitation of structure P-44-0719, located on Lawe Street over the navigational canal in Appleton, Wisconsin.

The project is not anticipated to include any roadway, bicycle, pedestrian, nor drainage improvements.

B. DESIGN REPORTS

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- (a) Local Bridge Program Design Study Report
- (b) Transportation management Plan (TMP) – Type 2
- (c) Public Involvement Plan (PIP)

C. ENVIRONMENTAL DOCUMENTATION

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

Prepare 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) Historical and Archaeological Surveys and Studies:
 - (a) Prepare and submit the “Cultural Resources Screening Submittal” document to the DEPARTMENT for historical and archaeological screening.
 - (b) It is assumed that this project will be placed on the screening list.

D. 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) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.
- (3) Coordinate with agencies as set forth in the MANUAL, including:
 - (a) Wisconsin Department of Natural Resources (WDNR)
 - (b) US Fish and Wildlife Service (USFWS)
 - (c) Native American Tribes

E. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements

Prepare railroad certification document for approval by the DEPARTMENT.
- (2) Utility Coordination

Perform all utility coordination in accordance with:

 - a) The MANUAL
 - b) The WisDOT “Guide to Utility Coordination”
- (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.

F. PUBLIC INVOLVEMENT

- (1) 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(s).
 - (c) Prepare a summary report after the public involvement meeting(s).
 - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
 - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) 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.

G. MEETINGS

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend 30%, 60%, and 90% plan review meetings/conference calls with MUNICIPALITY and the DEPARTMENT. It is assumed that all meetings will be held virtually and/or via conference call.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

H. SURVEYS

- (1) Provide topographic/digital terrain model (DTM) survey along Lawe Street from 100 feet south of bridge P-44-0719 to 100 feet north of bridge P-44-0719. Topographic/DTM information shall include, but not be limited to: drainage structures, edge of pavement, driveway and shoulders; all buildings and appurtenances; trees (larger than 3 inches in diameter, with size in inches); wood or brush limits; water courses and drainage facilities; retaining walls; signs and mailboxes.
- (2) Perform Diggers Hotline utility survey within the topographic/DTM survey limits

described above. Two attempts to contact and survey the existing utilities are included in the contract. Additional mobilizations, submitting relocate requests, submitting additional tickets, submitting appointment tickets, and/or attending locator meetings are excluded from the scope of services. System maps provided by utility owners in response to the prints tickets will be used to input marked utilities in their per plan location within the limits described above.

(3) Provide information necessary for the accurate representation of existing right of way on the PROJECT plans. This shall include location property pipes within the survey limits. Setting or resetting of property corner monuments lost during construction is excluded from the scope of services.

(4) Provide a sufficient number of benchmarks to provide proper elevation control for the PROJECT.

(5) Include a sufficient number of control points to provide proper horizontal control for the PROJECT.

(6) Surveys shall be referenced to the Wisconsin County Coordinate System (WCCS) Outagamie County, NAD 1983 (2011).

(7) Submit all survey data (including description, measured and computed data) to the DESIGNER in WisDOT Civil 3D 2018 .dwg format.

I. ROAD PLANS

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

- 1) Title Sheet
- 2) General Notes/Utility Contacts
- 3) Typical Cross Sections
- 4) Construction Details
- 5) Plan Details
- 6) Erosion Control Plan (may be combined with Plan & Profile)
- 7) Permanent Signing Plan (may be combined with Plan & Profile)
- 8) Pavement Marking Plan (may be combined with Plan & Profile)
- 9) Traffic Control and Detour Plan
- 10) Miscellaneous Quantities
- 11) Plan & Profile (no roadway improvements are anticipated)

J. STRUCTURE PLANS

- (1) Prepare a Structure Survey Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. Four prints of this plan and the Structure Survey Report shall be submitted to the MUNICIPALITY for review. The MUNICIPALITY will review this preliminary plan and the Structure

Survey Report and return one print to the CONSULTANT showing requested revisions, if any.

- (2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY with three sets of prints of such plans for review and examination.
- (5) Submit three copies for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) Plans will be subject to review and examination by the MUNICIPALITY. Such review and examination may be made on the site of the PROJECT.
- (7) Along with the plans for structures submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
- (8) When the plans for structures are to be prepared by others, the MUNICIPALITY and the CONSULTANT(S) shall provide each other with the necessary pertinent information to effect the proper correlation between the Road Plans and the Structure Plans.
- (9) Furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY may request.

K. TRAFFIC

- (1) Prepare traffic projections for the project location based on available historic AADT information.
- (2) Estimate truck percentages based on similar locations and available truck percentage information.

L. SERVICES PROVIDED BY THE MUNICIPALITY

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

1. Copies of existing as-built plans and right of way plats.
2. Mailing list for Public Involvement Meeting
3. Publication of Public Involvement Notice

M. SERVICES DURING BIDDING PHASE OF THE PROJECT

CONSULTANT shall provide assistance to MUNICIPALITY and DEPARTMENT during the Bidding and construction Contract Letting phases of the PROJECT after Final P.S. & E. submittal. For purposes of the Scope of Services, CONSULTANT shall perform the following services:

- Assist with addressing questions from prospective bidders, assume six (6) formal responses.

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 JT Engineering, Inc.:
 - a) Design Reports
 - b) Environmental Documentation
 - c) Agency Coordination
 - d) Railroad/Utility Involvements
 - e) Public Involvement
 - f) Meetings
 - g) Surveys
 - h) Road Plans
 - i) Traffic
- (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 July 1, 2025.

Report Title	Date
Survey	8/1/2025
Scoping Report	9/1/2025
Operational Planning Meeting	10/1/2025
30% Plans and Estimate	11/1/2025
Structure Survey Report	11/1/2025
Preliminary Structure Plan	11/1/2025
Public Involvement Meeting	1/5/2025
Environmental Document	3/1/2026
Traffic Management Plan	4/1/2026
Design Study Report	5/1/2026
60% Plans and Estimate	5/1/2026
Final Structure Plans	8/1/2026
Pre-Final P.S.&E. Package	9/1/2026
Final P.S. & E.	11/1/2026
Pre-Construction Meeting	March 2027