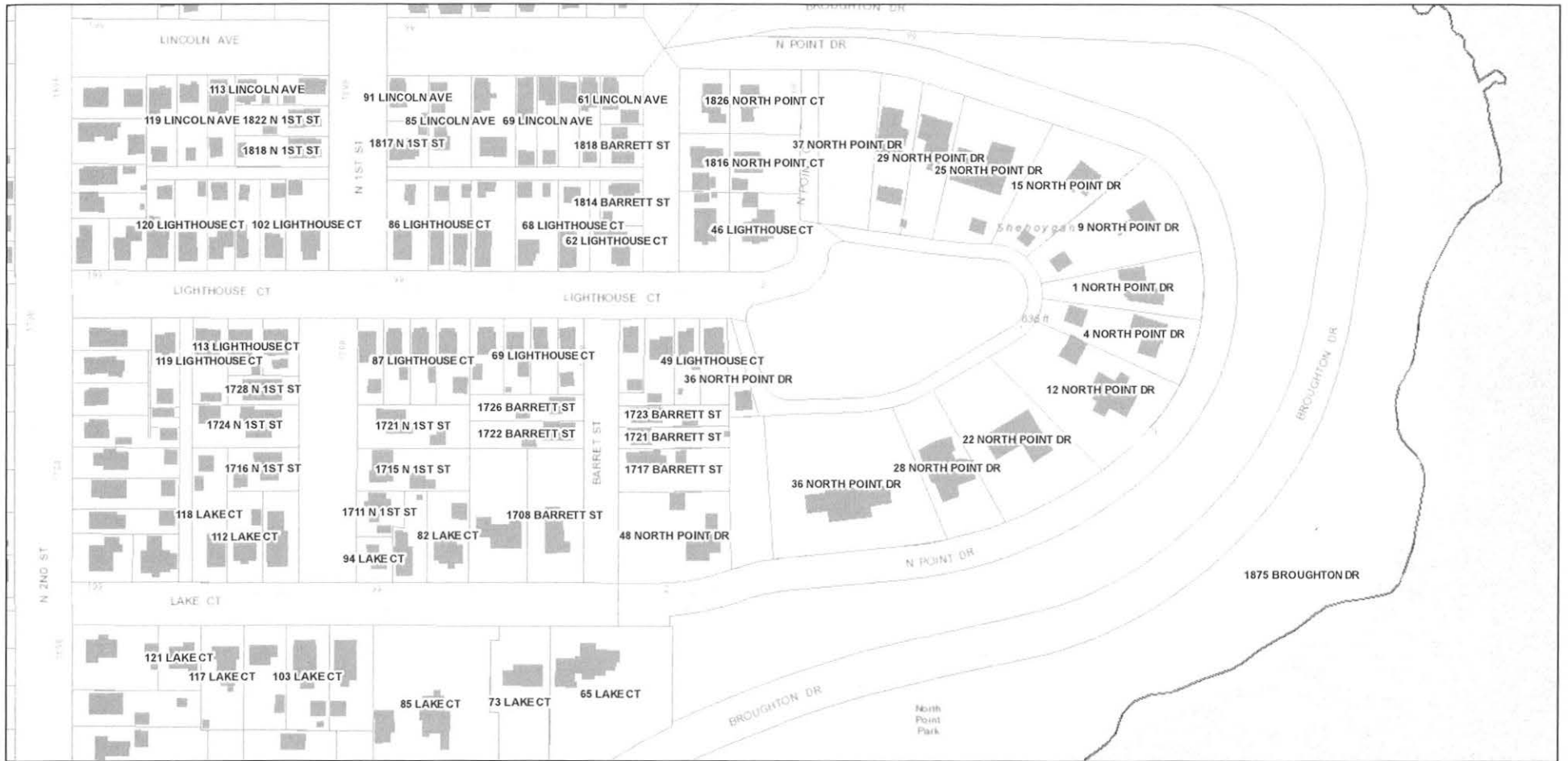


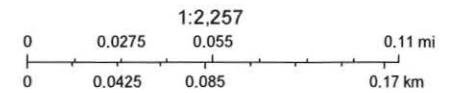
*****ATTACHMENTS*****

City of Sheboygan



June 18, 2019

- Buildings
- TaxParcel
- City Outline (red line)



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance creating a no parking, stopping, or standing zone on the east side of North Point Drive between North Point Court and Barrett Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: June 20, 2019

MEETING DATE: June 25, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Currently there are no parking restrictions on North Point Drive from North Point Court to Barrett Street. After much discussion and correspondence with the property owners on this section of North Point Drive the residents would like to implement a no parking, stopping, standing parking restrictions on the east side of the road. This has been requested due to safety concerns (road being too narrow to support parking on both sides of street) and the damage of the lawn on the east side of the road when vehicles park there.

STAFF COMMENTS: As stated above, after much discussion and correspondence with the property owners on this section of North Point Drive the Department of Public Works recommends adding the parking restriction of no parking, stopping, and standing.

ACTION REQUESTED: Motion to recommend the Common Council adopt G.O. No. 4-18-19 creating a no parking, stopping, or standing zone on the east side of North Point Drive between North Point Court and Barrett Street.

ATTACHMENTS:

- I. Gen. Ord. 4-18-19
- II. North Point Drive Location Map

X

6.1

Gen. Ord. No. 4 - 19 - 20. By Alderpersons Wolf and Sorenson. June 17, 2019.

AN ORDINANCE creating a no parking, stopping, or standing zone on the east side of North Point Drive between North Point Court and Barrett Street.

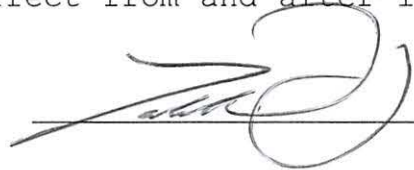
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of North Point Drive, from the west edge of pavement of North Point Court to the east Right-of-Way Line of Barrett Street, is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: June 17, 2019

MEETING DATE: June 25, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Beginning January 1st, 2021, the effluent limit for Total Phosphorous is expected to be reduced from the current interim monthly average limit of 0.90 mg/l to 0.60 mg/l. As a result of this expected limit reduction, the facility has a requirement in the present discharge permit to submit an annual report discussing the steps being taken to reduce effluent total phosphorous and demonstrate that the new limit can be achieved without a formal compliance schedule.

From 2015 to 2017 the average effluent total phosphorous concentration was 0.56 mg/l, or 93% of the expected new limit. During 2018 through process optimization efforts, the facility was able to reduce the annual average effluent total phosphorous concentration to 0.47 mg/l or 78% of the expected new limit. The next step in optimization is to improve the control of the existing ferric chloride feed to the aeration basins (chemical used to remove phosphorous). Though the existing feed system is automated, it relies on analyzers which sample final effluent prior to discharge. These analyzers provide feedback 4 – 6 hours after the after the phosphorous levels have increased in the aeration basins, resulting in elevated effluent phosphorous levels due to underfeeding chemical. The proposed aeration basin phosphate analyzers will measure phosphate levels in the aeration basins to provide real time feedback to the chemical feed system so that the chemical can be feed more effectively.

STAFF COMMENTS: On-line phosphate analyzers have been successfully used at the facility for a number of years. The new analyzers will be located just downstream of the chemical injection point to provide real time feedback for the ferric chloride feed system to ensure optimum dosage. Between plant optimization and the installation of the aeration basin phosphate analyzers, it is believed that we will be able to control total

phosphorous levels at approximately 50% of the expected new limit, without significantly increasing the dosage of chemical. The expected service life of the phosphate analyzers and sample preparation systems is approximately 10 years.

The project scope includes the purchase and installation of two phosphate analyzers with sample preparation systems. These analyzers will be tied into the facilities SCADA system and will provide continuous phosphate data, which will be used to control the ferric chloride feed system.

Cost Breakdown: *All costs based off budgetary quotes from multiple suppliers.*

Component/Service	Supplier/Contractor	Estimated Cost
(2) Phosphate Analyzers	TBD	\$ 36,000.00
(2) Sample Preparation Systems	TBD	\$ 20,000.00
Associated Mounting Hardware	TBD	\$ 1,500.00
Electrical and Instrument Hardware	TBD	\$ 5,000.00
Electrical Installation	WWTP Staff	\$ 2,500.00
Mechanical Installation	WWTP Staff	\$ 1,500.00
Reagent and Cleaning Chemicals	TBD	\$ 1,000.00
Contingency (10%)		\$ 6,500.00
TOTAL		\$ 74,000.00

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 45-19-20 authorizing the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

ATTACHMENTS:

- I. Res. No. 45-19-20

III

44

Res. No. 45 - 19 - 20. By Alderpersons Wolf and Sorenson. June 17, 2019.

A RESOLUTION authorizing the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

WHEREAS, the Wastewater Treatment Facility is under an interim limit of 0.9 mg / L for effluent total phosphorous with a requirement to reduce total phosphorous as much as practical in the facilities' discharge; and

WHEREAS, Staff expects that the next permit will impose a limit of 0.6 mg / L of effluent total phosphorous; and

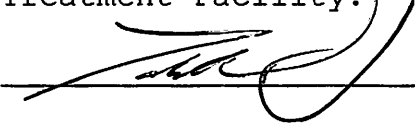
WHEREAS, Staff believes that the most effective way to control total phosphorous levels is to install two online phosphate analyzers, which will be used to provide Staff with real time data which can be used to control chemical feeds in order to control total phosphorous; and

WHEREAS, Staff is requesting permission to seek bids for this project, which will include everything necessary for the complete provision, installation, and commissioning of the two phosphate analyzers and integrating them into the system; and

WHEREAS, Staff proposes using funds in the Sewer Line Reconstruction/Relining Program fund to pay for this project.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is hereby authorized to seek bids for the purchase of two online phosphate analyzers and all related services and equipment in order to integrate the two phosphate analyzers into the Wastewater Treatment Facility.

Public Works



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

III

Public Works

7.3

Res. No. 47 - 19 - 20. By Alderpersons Wolf and Sorenson. June 17, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date May 9, 2019) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

WHEREAS, in 2018 the City entered into the 3rd Revision to the State/Municipal Agreement regarding the road reconstruction of North Avenue from Calumet Drive to N. 15th Street (Project I.D. 4996-01-78/79/80/81) (the "Project"), which superseded what was at that time the most recent version of the State/Municipal Agreement; and

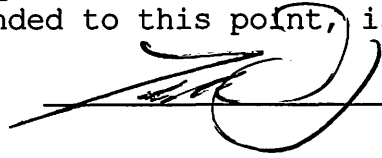
WHEREAS, the City has now been presented with the 4th Revision to the State/Municipal Agreement for the Project; and

WHEREAS, according to the 4th Revision to the State/Municipal Agreement for the Project, the City's total share of the Project cost will be \$2,635,158.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the 4th Revision to the State/Municipal Agreement for the Project, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, the appropriate City Officials are hereby authorized to draw funds from the Capital Improvements Fund (47833140-631200) in payment of the City's share of the Project cost. For the avoidance of doubt, the total amount the appropriate City Officials are authorized to pay for the Project, including any amounts expended to this point, is \$2,635,158.

Public Works



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



**4th REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on December 4, 2018 and signed by DOT on December 11, 2018.

Program Name: STP-Urban
Population Group: 50,000 - 200,000
Sub-program #: 206

Revised Date: MAY 9, 2019
Date: JUNE 6, 2014
I.D.: 4996-01-78/79/80/81
Road Name: C SHEBOYGAN, NORTH AVE
Limits: CALUMET DRIVE – 15TH STREET
County: SHEBOYGAN
Roadway Length: 0.6 MILES
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN
Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMA on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74% federal funding up to a maximum of \$3,528,092 for all federally-funded project phases when the municipality agrees to provide the remaining 26% and all funds in excess of the \$3,528,092 federal funding maximum, in accordance with the STP Urban program guidelines for

projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS						
	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	\$356,839	\$267,629	75%*			\$89,210	25% + BAL
State Review	\$89,203	\$66,902	75%*			\$22,301	25% + BAL
<i>4996-01-78 Subtotal</i>	<i>\$446,042</i>	<i>\$334,531</i>				<i>\$111,511</i>	
ID 4996-01-80 Railroad							
Crossing Surface	\$206,280	\$40,000	45%	\$91,728	44%	\$74,552	11%+BAL
ID 4996-01-81 Railroad							
Signals	\$294,284	\$150,000	80%			\$144,284	20%+BAL
ID 4996-01-79							
Participating Construction	\$4,704,477	\$2,735,208	74%			\$1,969,269	26% + BAL
Non-Participating Construction	\$142,335	\$0	0%			\$142,335	100%
State Review	\$461,560	\$268,353	74%			\$193,207	26% + BAL
<i>4996-01-79 Subtotal</i>	<i>\$5,308,372</i>	<i>\$3,003,561</i>				<i>\$2,304,811</i>	
Total Est. Cost Distribution	\$6,254,978	\$3,528,092	N/A	\$91,728	N/A	\$2,635,158	N/A

*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is \$3,528,092 for all federally-funded

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Title	Date	Name
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible rail items: Crossing surface and signals
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: concrete base patching
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the

Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

- a. ID 4996-01-78: Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
- b. ID 4996-01-80: Costs for railroad crossing surface are funded with 45% federal funding when the municipality agrees to provide 10% and railroad agrees to provide the remaining 44%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- d. ID 4996-01-79: Construction:
 - i. Costs for roadway reconstruction are funded with 74% federal funding when the municipality agrees to provide the remaining 26%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - ii. Non-participating Costs for concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil are funded 100% by the Municipality. Costs include construction delivery
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 74% with federal funding and 26% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- e. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$3,528,092**. This federal funding cap applies to all federally funded project phases.

[End of Document]

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a revised State Municipal Agreement (revised date May 9, 2019) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: June 20, 2019

MEETING DATE: June 25, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: As a project of this magnitude is going through the design process the estimated cost is constantly being revised. The revised State Municipal Agreement reflects the updated cost for all entities participating in the project. The cost for the reconstruction of North Avenue is \$6,254,978 of which the Federal/State share is \$3,528,092.00 and of which the City of Sheboygan share is \$2,635,158.

STAFF COMMENTS: This reconstruction project of North Avenue started in May of 2019. This updated revised State Municipal agreement reflects the actual bid prices which were accepted by the Wisconsin Department of Transportation in April of 2019. This project is scheduled to be completed in November of 2019.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 47-19-20 authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date May 9, 2019) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

ATTACHMENTS:

- I. Res. No. 47-19-20
- II. Revised State Municipal Agreement dated May 9, 2019

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute a contract for engineering services regarding road improvements on Taylor Drive between Superior Avenue and Indiana Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: June 20, 2019

MEETING DATE: June 25, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: \$81,656.40
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: In January of 2019, the City of Sheboygan entered into a State Municipal Agreement with the Wisconsin Department of Transportation for updating the signalized intersections along the Taylor Drive corridor from Superior Avenue to Indiana Avenue for the proposed sum of \$666,900.00 of which the Federal Share is \$533,520.00 and of which the City of Sheboygan's share is \$133,380.00. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans, and retiming and coordinating traffic signals.

STAFF COMMENTS: The approval of this three party engineering services contract for the analysis and design for the Taylor Drive Traffic Flow Improvements from Superior Avenue to Indiana Avenue allows the City of Sheboygan and the Wisconsin Department of Transportation to hire a consultant to complete the engineering design so that this project can be constructed.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 48-19-20 authorizing the appropriate City officials to execute a contract for engineering services regarding road improvements on Taylor Drive between Superior Avenue and Indiana Avenue. .

ATTACHMENTS:

- I. Res. No. 48-19-20
- II. Three Party Design Engineering Contract

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 48 - 19 - 20. By Alderpersons Wolf and Sorenson. June 25, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on Taylor Drive between Superior Avenue and Indiana Avenue.

WHEREAS, in 2019 the City entered into a State/Municipal Agreement for a Locally Let Project with the State of Wisconsin Department of Transportation regarding traffic flow improvements on Taylor Drive between Superior Avenue and Indiana Avenue (the "Project"); and

WHEREAS, the next step in the Project is to enter into the attached Three Party Design Engineering Services Contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc.; and

WHEREAS, pursuant to the contract, the City is responsible for making full payment on the contract and is expected to receive reimbursement of 80% of the contract from the Wisconsin Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc. in the amount of \$81,656.40 and to draw funds from the Capital Projects Fund-Street Improvements Account No. 40033140-631200 in payment of the contract. Reimbursement shall be deposited in the same account.

BE IT FURTHER RESOLVED: That staff is directed to provide JT Engineering, Inc. with a notice to proceed so that the first invoice under this contract is not received until after January 1, 2020.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Public works

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 4291-00-01
Taylor Drive Traffic Flow Improvement
Superior Ave – Indiana Ave
Loc Str
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 Sheboygan County Notice of Interest dated March 18, 2019, and administration/coordination, public involvement, agency coordination, meetings, design reports, environmental documentation, traffic engineering, preliminary and final design, plan production, quantities, PS&E, post PS&E, and survey. This Qualification Based Selection was made based on the CONSULTANT'S submitted proposal.

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: Tim Verhagen; Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; timothy.verhagen@dot.wi.gov; and 920-362-1267.

The MUNICIPALITY REPRESENTATIVE is: Ryan Sazama, City Engineer; 2026 New Jersey Avenue, Sheboygan, WI 53081-4714; Ryan.Sazama@sheboyganwi.gov; and 920-459-3440.

The CONSULTANT REPRESENTATIVE is: Rich Glen, Project Manager; 1077 Centennial Centre Blvd., Hobart, WI 54155-8820; richg@jt-engineering.com; and 920-468-4771.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast region office located in Green Bay, WI and will be completed by October 1, 2021. Deliver PROJECT DOCUMENTS to 944 Vanderperren 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

For all contract services, actual costs to the CONSULTANT up to \$76,374.07, plus a fixed fee of \$5,282.33, not to exceed \$81,656.40.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$81,656.40.

Date: July 21, 2016

Page 1 of 2

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

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 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 6 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

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

Approved

By: _____

By: _____

Title: _____

Governor, State of Wisconsin

Date: _____

Date: _____

Project 4291-00-01
Taylor Drive Traffic Flow Improvement
Superior Ave – Indiana Ave
Loc Str
Sheboygan County

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS
Revised 05/26/16

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Other Reports:

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

- a. Traffic Management Plan, Type 2 (TMP)
- b. Public Involvement Plan (PIP) (one PIP will be prepared to cover this project and project ID's 4640-01-01 and 4650-02-00)
- c. Corridor Traffic Report
- d. Design Study Report (with CMAQ air quality information included)
- e. Preliminary Engineering Checklist
- f. Project Proposal Certificate
- g. Construction Bid Letting Checklist
- h. Local Let Project Contract Document Checklist
- i. Request to Advertise
- j. Request to Award
- k. Proprietary Product Justification

B. ENVIRONMENTAL DOCUMENTATION

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

Prepare an PCE 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.

One combined PCE will be prepared document the environmental impacts of this project and project ID's 4640-01-01 and 4650-02-00.

(1) Wetland Investigations

The Department of Natural Resources will identify wetlands in the project area. The CONSULTANT will survey those areas identified and in conjunction with the Department of Natural Resources provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002."

(2) Historical and Archaeological Surveys and Studies:

Submit this PROJECT for archeological and historical clearance on the WisDOT Environmental Services screening list.

(3) Native American Coordination

Prepare the notification letter and submit to the DEPARTMENT for review and approval. Letters will be mailed out by CONSULTANT. One combined Native American notification letter will be prepared to include this project and project ID's 4640-01-01 and 4650-02-00.

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. Request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be obtained prior to the PS&E date. Scope assumes any wetland impacts will be mitigated at a wetland bank site and will be handled by the DEPARTMENT.

(2) Coordinate with the United States Fish & Wildlife Service (US F&WS) for potential impacts to the Northern Long Eared Bat (NLEB). For NLEB Coordination follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indian Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition, follow the WisDOT "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process."

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Coordination
 - (a) Coordinate the PROJECT with the Northeast Region Railroad Coordinator.
- (2) Utility Coordination
 - (a) Perform all utility coordination in accordance with The MANUAL and the WisDOT Guide to Utility Coordination.
 - (b) The 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.
 - (c) Transmit final utility-related documents to the DEPARTMENT. This submittal includes the following information:
 - i. USR
 - ii. Utility-related special provisions
 - iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
 - vi. Approved Work Plans by LPA.
 - (d) 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) Public Involvement Mailing:
 - (a) Prepare and mail documentation to explain the concepts and probable impacts of this PROJECT to the public.
 - (b) Prepare all exhibits and supplementary materials to complete the public involvement mailing.
 - (c) Prepare a summary report of responses from the after the public involvement mailing.

- (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of the comments and suggestions received from the public involvement mailing.
- (e) Provide the MUNICIPALITY with copies of all mailing materials for review and approval.
- (f) One combined public involvement letter will be prepared to include this project and project ID's 4640-01-01 and 4650-02-00.

F. MEETINGS

- (1) Hold an Operational Planning Meeting(OPM) to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend 30%, 60%, and 90% plan review meetings with the MUNICIPALITY and the DEPARTMENT.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.
- (4) All meetings will be held at the MUNICIPALITY's office in conjunction with the meetings for project ID's 4640-01-01 & 4650-02-00.

G. SURVEYS

- (1) Complete the topographic survey of two (2) intersections to provide the geometric details needed to prepare bidding documents. It is assumed that the information needed for the remaining 6 intersections will be available from plan sheets provided by the MUNICIPALITY.
- (2) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:
 - (a) Construction Details
 - (b) Project Overview
 - (c) Traffic Signal Plans
 - (d) Plan Sheets with Erosion Control
 - (e) Miscellaneous Quantities

- (2) One set of plans and bidding documents will be prepared to include this project with project ID's 4640-01-01 and 4650-02-00

I. TRAFFIC

- (1) Collect traffic counts and develop traffic projections for the year 2041 at the following locations:
 - (a) Superior Ave (13-hour weekday and 4-hour Saturday counts)
 - (b) Wilgus Ave (13-hour weekday and 4-hour Saturday counts)
 - (c) Kohler Memorial WB Ramp (13-hour weekday and 4-hour Saturday counts)
 - (d) Kohler Memorial EB Ramp (13-hour weekday and 4-hour Saturday counts)
 - (e) Meijer Entrance (13-hour weekday and 4-hour Saturday counts)
 - (f) Erie Ave (24-hour weekday and 4-hour Saturday counts)
 - (g) Taylor Frontage Rd S (13-hour weekday and 4-hour Saturday counts)
 - (h) New Jersey Ave (13-hour weekday and 4-hour Saturday counts)
 - (i) Indiana Ave (13-hour weekday and 4-hour Saturday counts)
- (2) Model entire project corridor utilizing Synchro software to provide measures of effectiveness and timing plans for all signalized intersections listed above.
- (3) Complete site review to calibrate model to existing conditions
- (4) Complete a review of the equipment at each intersection listed above to determine the equipment needs to facilitate the installation of radio and video detection equipment.
- (5) Complete a corridor review to identify any intermediate equipment needs to facilitate radio connections between signals.
- (6) Coordinate a system wide connection of the signals in this project and Project ID's 4650-02-00 & 4640-01-01 to the MUNICIPALITIES centrally located facility.
- (7) Complete site review to after construction is complete to calibrate signal timing based on actual traffic.

J. SERVICES PROVIDED BY THE DEPARTMENT

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

1. Assist the WisDNR with wetland determination as needed

K. SERVICES PROVIDED BY THE MUNICIPALITY

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

1. Existing right-of-way plats if available
2. Mailing list for the public informational mailing
3. List of known utilities
4. Horizontal and vertical control for surveys

5. Copies of municipal mapping
6. As-built plans
7. Publication of PIM notice
8. Approved Utility Work Plans

PROSECUTION AND PROGRESS

- (1) 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 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 January 1, 2020.

Report Title	Date
Operational Planning Meeting	1/15/20
Public Involvement Plan	2/1/20
30% Plans, Estimate, and Roadbuilders Quantities Submittal	3/15/20
Public Information Mailing	4/1/20
Environmental Document	5/1/20
Traffic Management Plan	6/1/20
60% Plan, Estimate, and Road Builder's Quantities Submittal	6/15/20
Corridor Traffic Report	6/15/20
Design Study Report	8/1/20
90% Plan, Estimate, and Road Builder's Quantities Submittal	10/1/20
Draft PS&E submittal	11/15/20
Final P.S. & E.	1/12/21
Project Letting	3/25/21
Attend Pre-construction Conference	Summer 2021

Consultant Individual Direct Labor Rates
JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

Employee Name / ID Number	Classification	Current Rate	Rate of Pay After October 2019 (+3.1%)	Rate of Pay After October 2020 (+3.1%)	Rate of Pay After October 2021 (+3.1%)	% of Work At Current Rate	% Work After October 2019	% Work After October 2020	% Work After October 2021	TOTAL %	FINAL Weighted Average Hourly Rate
Employee #0048	Project Manager	\$ 57.75	\$ 59.54	\$ 61.39	\$ 63.29	15%	70%	15%	0%	100%	\$ 59.55
Employee #0026	Lead Designer	\$ 41.50	\$ 42.79	\$ 44.12	\$ 45.49	15%	70%	15%	0%	100%	\$ 42.80
Blended Rate	Design Engineer	\$ 30.63	\$ 31.58	\$ 32.56	\$ 33.57	15%	70%	15%	0%	100%	\$ 31.58
Employee #0078	Senior Traffic Engineer	\$ 47.00	\$ 48.46	\$ 49.96	\$ 51.51	5%	65%	30%	0%	100%	\$ 48.84
Employee #0077	Traffic Engineer	\$ 34.50	\$ 35.57	\$ 36.67	\$ 37.81	5%	65%	30%	0%	100%	\$ 35.85
Employee #0025	Engineer Technician	\$ 26.50	\$ 27.32	\$ 28.17	\$ 29.04	15%	70%	15%	0%	100%	\$ 27.33
Employee #0038	Survey Chief	\$ 35.00	\$ 36.09	\$ 37.21	\$ 38.36	80%	20%	0%	0%	100%	\$ 35.22
Employee #0053	Admin Assistant	\$ 22.25	\$ 22.94	\$ 23.65	\$ 24.38	15%	70%	15%	0%	100%	\$ 22.95

Contract Completion Date: 10/1/2021

Escalation Factor = 3.1%

Summary of Staff Hours and Direct Labor Costs
JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

		Project Manager		Design Engineer		Lead Designer		Senior Traffic Engineer		Traffic Engineer		Engineer Technician		Survey Chief		Admin Assistant		Total Direct Labor	
		\$59.55		\$31.58		\$42.80		\$48.84		\$35.85		\$27.33		\$35.22		\$22.95			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	30.0	\$ 1,786.50					4.5	\$ 219.78	1.0	\$ 35.85	1.0	\$ 27.33			2.0	\$ 45.90	38.5	\$ 2,115.36
Manage Project Quality	890	22.0	\$ 1,310.10															22.0	\$ 1,310.10
Manage Project Stakeholders	743	2.0	\$ 119.10	3.0	\$ 94.74	7.0	\$ 299.60	2.5	\$ 122.10	1.0	\$ 35.85	3.0	\$ 81.99			4.0	\$ 91.80	22.5	\$ 845.18
Design Geometrics and Details	776			40.0	\$ 1,263.20	6.5	\$ 278.20					34.0	\$ 929.22					80.5	\$ 2,470.62
Develop Quantities and Estimates	786			8.0	\$ 252.64			6.0	\$ 293.04	16.0	\$ 573.60	6.0	\$ 163.98					36.0	\$ 1,283.26
Develop PSE Documents	856			22.0	\$ 694.76	8.0	\$ 342.40	4.0	\$ 195.36	12.0	\$ 430.20							46.0	\$ 1,662.72
Conduct and Process Existing Field Survey	723													30.0	\$ 1,056.60			30.0	\$ 1,056.60
Analyze Archaeological and Historical Impact and Tr	763			3.0	\$ 94.74											2.0	\$ 45.90	5.0	\$ 140.64
Environmental Documentation and Agency Coordina	769			7.0	\$ 221.06	6.0	\$ 256.80					2.0	\$ 54.66					15.0	\$ 532.52
Analyze Traffic Data/ Forecast	313							31.0	\$ 1,514.04	108.0	\$ 3,871.80							139.0	\$ 5,385.84
Collect Traffic Field Data	347			67.0	\$ 2,115.86			7.0	\$ 341.88	10.0	\$ 358.50							84.0	\$ 2,816.24
Design Traffic Signal and Details	785							75.0	\$ 3,663.00	121.0	\$ 4,337.85							196.0	\$ 8,000.85
Develop Traffic Control and Staging	788			8.0	\$ 252.64	3.0	\$ 128.40											11.0	\$ 381.04
Coordinate Utilities	746			7.0	\$ 221.06	11.0	\$ 470.80					6.0	\$ 163.98			4.0	\$ 91.80	28.0	\$ 947.64
Coordinate Railroad	847			2.0	\$ 63.16	1.0	\$ 42.80											3.0	\$ 105.96
Manage Construction Start	791	1.5	\$ 89.33															1.5	\$ 89.33
																		0.0	\$ -
																		0.0	\$ -
		55.5	\$ 3,305.03	167.0	\$ 5,273.86	42.5	\$ 1,819.00	130.0	\$ 6,349.20	269.0	\$ 9,643.65	52.0	\$ 1,421.16	30.0	\$ 1,056.60	12.0	\$ 275.40	758.0	\$ 29,143.90

Direct Expenses by Item

JT Engineering

Taylor Drive Traffic Flow Improvements

Superior Ave - Indiana Ave

Sheboygan County

Project ID 4291-00-01

Item	Activity Code	Unit Amount	Unit Type	Rate	Total Expenses
Plan Review Meetings (30/60/90)		758			
Mileage	887	150	Miles	\$0.580	\$87.00
Project Stakeholder Meetings					
Mileage	743	132	Miles	\$0.580	\$76.56
Traffic Modeling					
Mileage (calibrate existing model)	313	150	Miles	\$0.580	\$87.00
Meals - Lunch	313	2	Each	\$14.00	\$28.00
Survey - Topo					
Mileage	723	450	Miles	\$0.580	\$261.00
Meals - Lunch	723	3	Each	\$14.00	\$42.00
Design Traffic Signals and Details					
Mileage (review of existing traffic signal equipment)	785	170	Miles	\$0.580	\$98.60
Meals - Lunch	785	1	Each	\$14.00	\$14.00
Traffic Data Collection/Counts					
Mileage (Traffic Counts)	347	1705	Miles	\$0.580	\$988.90
Miovision County (13-hour week day)	347	8	Each	\$325.00	\$2,600.00
Miovision County (24-hour week day)	347	1	Each	\$456.00	\$456.00
Miovision County (weekend)	347	9	Each	\$100.00	\$900.00
Pre-Con Meeting					
Mileage	791	50	Miles	\$0.580	\$29.00
TOTAL					\$5,668.06

Fee Computation Summary by Engineering Task
JT Engineering

Taylor Drive Traffic Flow Improvements

Superior Ave - Indiana Ave

Sheboygan County

Project ID 4291-00-01

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee Amount	Direct Expenses	Totals
Manage Project Scope and Schedule	887	\$2,115.36	\$3,016.71	\$383.41	\$87.00	\$5,602.48
Manage Project Quality	890	\$1,310.10	\$1,868.33	\$237.46	\$0.00	\$3,415.89
Manage Project Stakeholders	743	\$845.18	\$1,205.31	\$153.19	\$76.56	\$2,280.24
Design Geometrics and Details	776	\$2,470.62	\$3,523.35	\$447.80	\$0.00	\$6,441.77
Develop Quantities and Estimates	786	\$1,283.26	\$1,830.06	\$232.59	\$0.00	\$3,345.91
Develop PSE Documents	856	\$1,662.72	\$2,371.20	\$301.37	\$0.00	\$4,335.29
Conduct and Process Existing Field Survey	723	\$1,056.60	\$1,506.82	\$191.51	\$303.00	\$3,057.93
Analyze Archaeological and Historical Impact and Tribal Consultation	763	\$140.64	\$200.57	\$25.49	\$0.00	\$366.70
Environmental Documentation and Agency Coordination	769	\$532.52	\$759.43	\$96.52	\$0.00	\$1,388.47
Analyze Traffic Data/ Forecast	313	\$5,385.84	\$7,680.75	\$976.18	\$115.00	\$14,157.77
Collect Traffic Field Data	347	\$2,816.24	\$4,016.24	\$510.44	\$4,944.90	\$12,287.82
Design Traffic Signal and Details	785	\$8,000.85	\$11,410.01	\$1,450.15	\$112.60	\$20,973.61
Develop Traffic Control and Staging	788	\$381.04	\$543.40	\$69.06	\$0.00	\$993.50
Coordinate Utilities	746	\$947.64	\$1,351.43	\$171.76	\$0.00	\$2,470.83
Coordinate Railroad	847	\$105.96	\$151.11	\$19.21	\$0.00	\$276.28
Manage Construction Start	791	\$89.33	\$127.39	\$16.19	\$29.00	\$261.91
						\$0.00
		\$29,143.90	\$41,562.11	\$5,282.33	\$5,668.06	\$81,656.40

Fixed Fee 7.25%

Overhead Rate 142.61%

CONSULTANT CONTRACT TOTAL FEE COMPUTATION
JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

Project ID	4291-00-01				TOTALS
Number of Staff Hours	758				758
Total Direct Labor	\$29,143.90				\$29,143.90
Total Indirect Costs	\$41,562.11				\$41,562.11
Fixed Fee Amount	\$5,282.33				\$5,282.33
Direct Expenses	\$5,668.06				\$5,668.06
Subtotal	\$81,656.40	\$0.00	\$0.00	\$0.00	\$81,656.40
					\$0.00
					\$0.00
					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$81,656.40	\$0.00	\$0.00	\$0.00	\$81,656.40

Indirect Cost Rate (%) 142.61%

Fixed Fee (%) 7.25%

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute a contract for engineering services regarding road improvements on State Highway 23/Kohler Memorial Drive /Erie Avenue between S. Taylor Drive between and N. 9th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: June 20, 2019

MEETING DATE: June 25, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: \$63,507.08
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: In January of 2019, the City of Sheboygan entered into a State Municipal Agreement with the Wisconsin Department of Transportation for updating the signalized intersections along the State Highway 23/Kohler Memorial Drive/Erie Avenue corridor from South Taylor Drive to North 9th Street for the proposed sum of \$518,100.00 of which the Federal Share is \$414,480.00 and of which the City of Sheboygan's share is \$103,620.00. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans, and retiming and coordinating traffic signals.

STAFF COMMENTS: The approval of this three party engineering services contract for the analysis and design for the STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvements from Taylor Drive to North 9th Street allows the City of Sheboygan and the Wisconsin Department of Transportation to hire a consultant to complete the engineering design so that this project can be constructed.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 49-19-20 authorizing the appropriate City officials to execute a contract for engineering services regarding road improvements on State Highway 23/Kohler Memorial Drive /Erie Avenue between S. Taylor Drive between and N. 9th Street.

ATTACHMENTS:

- I. Res. No. 49-19-20
- II. Three Party Design Engineering Contract

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 49 - 19 - 20. By Alderpersons Wolf and Sorenson. June 25, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway 23/Kohler Memorial Drive/Erie Avenue between S. Taylor Drive and N. 9th Street.

WHEREAS, in 2019 the City entered into a State/Municipal Agreement for a Locally Let Project with the State of Wisconsin Department of Transportation regarding traffic flow improvements on State Highway 23 / Kohler Memorial Drive / Erie Avenue between South Taylor Drive and North 9th Street (the "Project"); and

WHEREAS, the next step in the Project is to enter into the attached Three Party Design Engineering Services Contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc.; and

WHEREAS, pursuant to the contract, the City is responsible for making full payment on the contract and is expected to receive reimbursement of 80% of the contract from the Wisconsin Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc. in the amount of \$63,507.08 and to draw funds from the Capital Projects Fund-Street Improvements Account No. 40033140-631200 in payment of the contract. Reimbursement shall be deposited in the same account.

BE IT FURTHER RESOLVED: That staff is directed to provide JT Engineering, Inc. with a notice to proceed so that the first invoice under this contract is not received until after January 1, 2020.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Public Works

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 4650-02-00
STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement
S Taylor Dr – N 9th St
Loc Str
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 Sheboygan County Notice of Interest dated March 18, 2019, and administration/coordination, public involvement, agency coordination, meetings, design reports, environmental documentation, traffic engineering, preliminary and final design, plan production, quantities, PS&E, post PS&E, and survey. This Qualification Based Selection was made based on the CONSULTANT'S submitted proposal.

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: Tim Verhagen; Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; timothy.verhagen@dot.wi.gov; and 920-362-1267.

The MUNICIPALITY REPRESENTATIVE is: Ryan Sazama, City Engineer; 2026 New Jersey Avenue, Sheboygan, WI 53081-4714; Ryan.Sazama@sheboyganwi.gov; and 920-459-3440.

The CONSULTANT REPRESENTATIVE is: Rich Glen, Project Manager; 1077 Centennial Centre Blvd., Hobart, WI 54155-8820; richg@jt-engineering.com; and 920-468-4771.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast region office located in Green Bay, WI and will be completed by October 1, 2021. Deliver PROJECT DOCUMENTS to 944 Vanderperren 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

For all contract services, actual costs to the CONSULTANT up to \$59,336.82, plus a fixed fee of \$4,170.26, not to exceed \$63,507.08.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$63,507.08.

Date: July 21, 2016

Page 1 of 2

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

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 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 6 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

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

Approved

By: _____

By: _____

Title: _____

Governor, State of Wisconsin

Date: _____

Date: _____

Project 4650-02-00
STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement
S Taylor Dr – N 9th St
Loc Str
Sheboygan County

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Other Reports:

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

- a. Traffic Management Plan, Type 2 (TMP)
- b. Public Involvement Plan (PIP) (one PIP will be prepared to cover this project and project ID's 4291-00-01 and 4640-01-01)
- c. Corridor Traffic Report
- d. Design Study Report (with CMAQ air quality information included)
- e. Preliminary Engineering Checklist
- f. Project Proposal Certificate
- g. Construction Bid Letting Checklist
- h. Local Let Project Contract Document Checklist
- i. Request to Advertise
- j. Request to Award
- k. Proprietary Product Justification

B. ENVIRONMENTAL DOCUMENTATION

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

Prepare an PCE 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.

One combined PCE will be prepared document the environmental impacts of this project and project ID's 4291-00-01 and 4640-01-01.

(1) Wetland Investigations

The Department of Natural Resources will identify wetlands in the project area. The CONSULTANT will survey those areas identified and in conjunction with the Department of Natural Resources provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002."

(2) Historical and Archaeological Surveys and Studies:

Submit this PROJECT for archeological and historical clearance on the WisDOT Environmental Services screening list.

(3) Native American Coordination

Prepare the notification letter and submit to the DEPARTMENT for review and approval. Letters will be mailed out by CONSULTANT. One combined Native American notification letter will be prepared to include this project and project ID's 4291-00-01 and 4640-01-01.

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. Request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be obtained prior to the PS&E date. Scope assumes any wetland impacts will be mitigated at a wetland bank site and will be handled by the DEPARTMENT.

(2) Coordinate with the United States Fish & Wildlife Service (US F&WS) for potential impacts to the Northern Long Eared Bat (NLEB). For NLEB Coordination follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indian Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition, follow the WisDOT "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process."

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Coordination
 - (a) Coordinate the PROJECT with the Northeast Region Railroad Coordinator.
- (2) Utility Coordination
 - (a) Perform all utility coordination in accordance with The MANUAL and the WisDOT Guide to Utility Coordination.
 - (b) The 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.
 - (c) Transmit final utility-related documents to the DEPARTMENT. This submittal includes the following information:
 - i. USR
 - ii. Utility-related special provisions
 - iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
 - vi. Approved Work Plans by LPA.
 - (d) 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) Public Involvement Mailing:
 - (a) Prepare and mail documentation to explain the concepts and probable impacts of this PROJECT to the public.
 - (b) Prepare all exhibits and supplementary materials to complete the public involvement mailing.
 - (c) Prepare a summary report of responses from the after the public involvement mailing.

- (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of the comments and suggestions received from the public involvement mailing.
- (e) Provide the MUNICIPALITY with copies of all mailing materials for review and approval.
- (f) One combined public involvement letter will be prepared to include this project and project ID's 4291-00-01 and 4640-01-01.

F. MEETINGS

- (1) Hold an Operational Planning Meeting(OPM) to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend 30%, 60%, and 90% plan review meetings with the MUNICIPALITY and the DEPARTMENT.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.
- (4) All meetings will be held at the MUNICIPALITY's office in conjunction with the meetings for project ID's 4291-00-01 & 4640-01-01.

G. SURVEYS

- (1) Complete the topographic survey of two (2) intersections to provide the geometric details needed to prepare bidding documents. It is assumed that the information needed for the remaining 4 intersections will be available from plan sheets provided by the MUNICIPALITY.
- (2) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:
 - (a) Construction Details
 - (b) Project Overview
 - (c) Traffic Signal Plans
 - (d) Plan Sheets with Erosion Control
 - (e) Miscellaneous Quantities

- (2) One set of plans and bidding documents will be prepared to include this project with project ID's 4291-00-01 and 4640-01-01

I. TRAFFIC

- (1) Collect traffic counts and develop traffic projections for the year 2041 at the following locations:
 - (a) N 25th St (24-hour weekday count)
 - (b) N 25th St service road (13-hour weekday count)
 - (c) N 19th St (13-hour weekday count)
 - (d) N 17th St (13-hour weekday count)
 - (e) N 10th St (13-hour weekday count)
 - (f) N 9th St (13-hour weekday count)
 - (g) Count for N 14th St is included in the contract for 4640-01-01
- (2) Model entire project corridor utilizing Synchro software to provide measures of effectiveness and timing plans for all signalized intersections listed above.
- (3) Complete site review to calibrate model to existing conditions
- (4) Complete a review of the equipment at each intersection listed above to determine the equipment needs to facilitate the installation of radio and video detection equipment.
- (5) Complete a corridor review to identify any intermediate equipment needs to facilitate radio connections between signals.
- (6) Coordinate a system wide connection of the signals in this project and Project ID's 4291-00-01 & 4640-01-01 to the MUNICIPALITIES centrally located facility.
- (7) Complete site review to after construction is complete to calibrate signal timing based on actual traffic.

J. SERVICES PROVIDED BY THE DEPARTMENT

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

1. Assist the WisDNR with wetland determination as needed

K. SERVICES PROVIDED BY THE MUNICIPALITY

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

1. Existing right-of-way plats if available
2. Mailing list for the public informational mailing
3. List of known utilities
4. Horizontal and vertical control for surveys
5. Copies of municipal mapping
6. As-built plans

- 7. Publication of PIM notice
- 8. Approved Utility Work Plans

PROSECUTION AND PROGRESS

- (1) 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 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 January 1, 2020.

Report Title	Date
Operational Planning Meeting	1/15/20
Public Involvement Plan	2/1/20
30% Plans, Estimate, and Roadbuilders Quantities Submittal	3/15/20
Public Information Mailing	4/1/20
Environmental Document	5/1/20
Traffic Management Plan	6/1/20
60% Plan, Estimate, and Road Builder's Quantities Submittal	6/15/20
Corridor Traffic Report	6/15/20
Design Study Report	8/1/20
90% Plan, Estimate, and Road Builder's Quantities Submittal	10/1/20
Draft PS&E submittal	11/15/20
Final P.S. & E.	1/12/21
Project Letting	3/25/21
Attend Pre-construction Conference	Summer 2021

Consultant Individual Direct Labor Rates

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improver

S Taylor Dr - N 9th St

Sheboygan County

Project ID 4650-02-00

Employee Name / ID Number	Classification	Current Rate	Rate of Pay After October 2019 (+3.1%)	Rate of Pay After October 2020 (+3.1%)	Rate of Pay After October 2021 (+3.1%)	% of Work At Current Rate	% Work After October 2019	% Work After October 2020	% Work After October 2021	TOTAL %	FINAL Weighted Average Hourly Rate
Employee #0048	Project Manager	\$ 57.75	\$ 59.54	\$ 61.39	\$ 63.29	15%	70%	15%	0%	100%	\$ 59.55
Employee #0026	Lead Designer	\$ 41.50	\$ 42.79	\$ 44.12	\$ 45.49	15%	70%	15%	0%	100%	\$ 42.80
Blended Rate	Design Engineer	\$ 30.63	\$ 31.58	\$ 32.56	\$ 33.57	15%	70%	15%	0%	100%	\$ 31.58
Employee #0078	Senior Traffic Engineer	\$ 47.00	\$ 48.46	\$ 49.96	\$ 51.51	5%	65%	30%	0%	100%	\$ 48.84
Employee #0077	Traffic Engineer	\$ 34.50	\$ 35.57	\$ 36.67	\$ 37.81	5%	65%	30%	0%	100%	\$ 35.85
Employee #0025	Engineer Technician	\$ 26.50	\$ 27.32	\$ 28.17	\$ 29.04	15%	70%	15%	0%	100%	\$ 27.33
Employee #0038	Survey Chief	\$ 35.00	\$ 36.09	\$ 37.21	\$ 38.36	80%	20%	0%	0%	100%	\$ 35.22
Employee #0053	Admin Assistant	\$ 22.25	\$ 22.94	\$ 23.65	\$ 24.38	15%	70%	15%	0%	100%	\$ 22.95

Contract Completion Date: 10/1/2021

Escalation Factor = 3.1%

Summary of Staff Hours and Direct Labor Costs
JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement
S Taylor Dr - N 9th St
Sheboygan County
Project ID 4650-02-00

		Project Manager		Design Engineer		Lead Designer		Senior Traffic Engineer		Traffic Engineer		Engineer Technician		Survey Chief		Admin Assistant		Total Direct Labor	
		\$59.55		\$31.58		\$42.80		\$48.84		\$35.85		\$27.33		\$35.22		\$22.95			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	30.0	\$ 1,786.50					4.5	\$ 219.78	1.0	\$ 35.85	1.0	\$ 27.33			2.0	\$ 45.90	38.5	\$ 2,115.36
Manage Project Quality	890	17.0	\$ 1,012.35															17.0	\$ 1,012.35
Manage Project Stakeholders	743	2.0	\$ 119.10	3.0	\$ 94.74	7.0	\$ 299.60	2.5	\$ 122.10	1.0	\$ 35.85	3.0	\$ 81.99			4.0	\$ 91.80	22.5	\$ 845.18
Design Geometrics and Details	776			29.0	\$ 915.82	5.5	\$ 235.40					22.0	\$ 601.26					56.5	\$ 1,752.48
Develop Quantities and Estimates	786			6.0	\$ 189.48			6.0	\$ 293.04	16.0	\$ 573.60	5.0	\$ 136.65					33.0	\$ 1,192.77
Develop PSE Documents	856			18.0	\$ 568.44	7.0	\$ 299.60	4.0	\$ 195.36	12.0	\$ 430.20							41.0	\$ 1,493.60
Conduct and Process Existing Field Survey	723													20.0	\$ 704.40			20.0	\$ 704.40
Analyze Archaeological and Historical Impact and Tr	763			3.0	\$ 94.74											2.0	\$ 45.90	5.0	\$ 140.64
Environmental Documentation and Agency Coordina	769			7.0	\$ 221.06	6.0	\$ 256.80					2.0	\$ 54.66					15.0	\$ 532.52
Analyze Traffic Data/ Forecast	313							35.0	\$ 1,709.40	87.0	\$ 3,118.95							122.0	\$ 4,828.35
Collect Traffic Field Data	347			26.0	\$ 821.08			7.0	\$ 341.88	10.0	\$ 358.50							43.0	\$ 1,521.46
Design Traffic Signal and Details	785							50.0	\$ 2,442.00	92.0	\$ 3,298.20							142.0	\$ 5,740.20
Develop Traffic Control and Staging	788			6.0	\$ 189.48	2.0	\$ 85.60											8.0	\$ 275.08
Coordinate Utilities	746			5.0	\$ 157.90	7.0	\$ 299.60					4.0	\$ 109.32			4.0	\$ 91.80	20.0	\$ 658.62
Coordinate Railroad	847			2.0	\$ 63.16	1.0	\$ 42.80											3.0	\$ 105.96
Manage Construction Start	791	1.5	\$ 89.33															1.5	\$ 89.33
																		0.0	\$ -
																		0.0	\$ -
		50.5	\$ 3,007.28	105.0	\$ 3,315.90	35.5	\$ 1,519.40	109.0	\$ 5,323.56	219.0	\$ 7,851.15	37.0	\$ 1,011.21	20.0	\$ 704.40	12.0	\$ 275.40	588.0	\$ 23,008.30

Direct Expenses by Item

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement

S Taylor Dr - N 9th St

Sheboygan County

Project ID 4650-02-00

Item	Activity Code	Unit Amount	Unit Type	Rate	Total Expenses
Plan Review Meetings (30/60/90)					
Mileage	887	396	Miles	\$0.580	\$229.68
Project Stakeholder Meetings					
Mileage	743	132	Miles	\$0.580	\$76.56
Traffic Modeling					
Mileage (calibrate existing model)	313	416	Miles	\$0.580	\$241.28
Meals - Lunch	313	2	Each	\$14.00	\$28.00
Survey - Topo					
Mileage	723	300	Miles	\$0.580	\$174.00
Meals - Lunch	723	2	Each	\$14.00	\$28.00
Design Traffic Signals and Details					
Mileage (review of existing traffic signal equipment)	785	416	Miles	\$0.580	\$241.28
Meals - Lunch	785	2	Each	\$14.00	\$28.00
Traffic Data Collection/Counts					
Mileage (Traffic Counts)	347	620	Miles	\$0.580	\$359.60
Miovision County (13-hour week day)	347	5	Each	\$325.00	\$1,625.00
Miovision County (24-hour week day)	347	1	Each	\$456.00	\$456.00
Miovision County (weekend)	347	0	Each	\$100.00	\$0.00
Pre-Con Meeting					
Mileage	791	50	Miles	\$0.580	\$29.00
TOTAL					\$3,516.40

Fee Computation Summary by Engineering Task

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement

S Taylor Dr - N 9th St

Sheboygan County

Project ID 4650-02-00

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee Amount	Direct Expenses	Totals
Manage Project Scope and Schedule	887	\$2,115.36	\$3,016.71	\$383.41	\$229.68	\$5,745.16
Manage Project Quality	890	\$1,012.35	\$1,443.71	\$183.49	\$0.00	\$2,639.55
Manage Project Stakeholders	743	\$845.18	\$1,205.31	\$153.19	\$76.56	\$2,280.24
Design Geometrics and Details	776	\$1,752.48	\$2,499.21	\$317.64	\$0.00	\$4,569.33
Develop Quantities and Estimates	786	\$1,192.77	\$1,701.01	\$216.19	\$0.00	\$3,109.97
Develop PSE Documents	856	\$1,493.60	\$2,130.02	\$270.72	\$0.00	\$3,894.34
Conduct and Process Existing Field Survey	723	\$704.40	\$1,004.54	\$127.67	\$202.00	\$2,038.61
Analyze Archaeological and Historical Impact and Tribal Consultation	763	\$140.64	\$200.57	\$25.49	\$0.00	\$366.70
Environmental Documentation and Agency Coordination	769	\$532.52	\$759.43	\$96.52	\$0.00	\$1,388.47
Analyze Traffic Data/ Forecast	313	\$4,828.35	\$6,885.71	\$875.14	\$269.28	\$12,858.48
Collect Traffic Field Data	347	\$1,521.46	\$2,169.75	\$275.76	\$2,440.60	\$6,407.57
Design Traffic Signal and Details	785	\$5,740.20	\$8,186.10	\$1,040.41	\$269.28	\$15,235.99
Develop Traffic Control and Staging	788	\$275.08	\$392.29	\$49.86	\$0.00	\$717.23
Coordinate Utilities	746	\$658.62	\$939.26	\$119.37	\$0.00	\$1,717.25
Coordinate Railroad	847	\$105.96	\$151.11	\$19.21	\$0.00	\$276.28
Manage Construction Start	791	\$89.33	\$127.39	\$16.19	\$29.00	\$261.91
						\$0.00
		\$23,008.30	\$32,812.12	\$4,170.26	\$3,516.40	\$63,507.08

Fixed Fee 7.25%

Overhead Rate 142.61%

CONSULTANT CONTRACT TOTAL FEE COMPUTATION
JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improve

S Taylor Dr - N 9th St

Sheboygan County

Project ID 4650-02-00

Project ID	4650-02-00				TOTALS
Number of Staff Hours	588				588
Total Direct Labor	\$23,008.30				\$23,008.30
Total Indirect Costs	\$32,812.12				\$32,812.12
Fixed Fee Amount	\$4,170.26				\$4,170.26
Direct Expenses	\$3,516.40				\$3,516.40
Subtotal	\$63,507.08	\$0.00	\$0.00	\$0.00	\$63,507.08
					\$0.00
					\$0.00
					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$63,507.08	\$0.00	\$0.00	\$0.00	\$63,507.08

Indirect Cost Rate (%) 142.61%

Fixed Fee (%) 7.25%

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 50 - 19 - 20. By Alderpersons Wolf and Sorenson. June 25, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway 28 / 14th Street between North Avenue and Indiana Avenue.

WHEREAS, in 2019 the City entered into a State/Municipal Agreement for a Locally Let Project with the State of Wisconsin Department of Transportation regarding traffic flow improvements on State Highway 28 / 14th Street between North Avenue and Indiana Avenue (the "Project"); and

WHEREAS, the next step in the Project is to enter into the attached Three Party Design Engineering Services Contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc.; and

WHEREAS, pursuant to the contract, the City is responsible for making full payment on the contract and is expected to receive reimbursement of 80% of the contract from the Wisconsin Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc. in the amount of \$88,454.76 and to draw funds from the Capital Projects Fund-Street Improvements Account No. 40033140-631200 in payment of the contract. Reimbursement shall be deposited in the same account.

BE IT FURTHER RESOLVED: That staff is directed to provide JT Engineering, Inc. with a notice to proceed so that the first invoice under this contract is not received until after January 1, 2020.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Public Works

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 4640-01-01
STH 28/14th Street Traffic Flow Improvement
North Ave – Indiana Ave
Loc Str
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 Sheboygan County Notice of Interest dated March 18, 2019, and administration/coordination, public involvement, agency coordination, meetings, design reports, environmental documentation, traffic engineering, preliminary and final design, plan production, quantities, PS&E, post PS&E, and survey. This Qualification Based Selection was made based on the CONSULTANT'S submitted proposal.

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: Tim Verhagen; Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; timothy.verhagen@dot.wi.gov; and 920-362-1267.

The MUNICIPALITY REPRESENTATIVE is: Ryan Sazama, City Engineer; 2026 New Jersey Avenue, Sheboygan, WI 53081-4714; Ryan.Sazama@sheboyganwi.gov; and 920-459-3440.

The CONSULTANT REPRESENTATIVE is: Rich Glen, Project Manager; 1077 Centennial Centre Blvd., Hobart, WI 54155-8820; richg@jt-engineering.com; and 920-468-4771.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast region office located in Green Bay, WI and will be completed by October 1, 2021. Deliver PROJECT DOCUMENTS to 944 Vanderperren 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

For all contract services, actual costs to the CONSULTANT up to \$82,647.54, plus a fixed fee of \$5,807.22, not to exceed \$88,454.76.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$88,454.76.

Date: July 21, 2016

Page 1 of 2

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

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 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 6 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

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

Approved

By: _____

By: _____

Title: _____

Governor, State of Wisconsin

Date: _____

Date: _____

Project 4640-01-01
STH 28/14th Street Traffic Flow Improvement
North Ave – Indiana Ave
Loc Str
Sheboygan County

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Other Reports:

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

- a. Traffic Management Plan, Type 2 (TMP)
- b. Public Involvement Plan (PIP) (one PIP will be prepared to cover this project and project ID's 4291-00-01 and 4650-02-00)
- c. Corridor Traffic Report
- d. Design Study Report (with CMAQ air quality information included)
- e. Preliminary Engineering Checklist
- f. Project Proposal Certificate
- g. Construction Bid Letting Checklist
- h. Local Let Project Contract Document Checklist
- i. Request to Advertise
- j. Request to Award
- k. Proprietary Product Justification

B. ENVIRONMENTAL DOCUMENTATION

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

Prepare an PCE 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.

One combined PCE will be prepared document the environmental impacts of this project and project ID's 4291-00-01 and 4650-02-00.

(1) Wetland Investigations

The Department of Natural Resources will identify wetlands in the project area. The CONSULTANT will survey those areas identified and in conjunction with the Department of Natural Resources provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002."

(2) Historical and Archaeological Surveys and Studies:

Submit this PROJECT for archeological and historical clearance on the WisDOT Environmental Services screening list.

(3) Native American Coordination

Prepare the notification letter and submit to the DEPARTMENT for review and approval. Letters will be mailed out by CONSULTANT. One combined Native American notification letter will be prepared to include this project and project ID's 4291-00-01 and 4650-02-00.

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. Request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be obtained prior to the PS&E date. Scope assumes any wetland impacts will be mitigated at a wetland bank site and will be handled by the DEPARTMENT.

(2) Coordinate with the United States Fish & Wildlife Service (US F&WS) for potential impacts to the Northern Long Eared Bat (NLEB). For NLEB Coordination follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indian Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition, follow the WisDOT "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process."

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Coordination
 - (a) Coordinate the PROJECT with the Northeast Region Railroad Coordinator.
- (2) Utility Coordination
 - (a) Perform all utility coordination in accordance with The MANUAL and the WisDOT Guide to Utility Coordination.
 - (b) The 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.
 - (c) Transmit final utility-related documents to the DEPARTMENT. This submittal includes the following information:
 - i. USR
 - ii. Utility-related special provisions
 - iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
 - vi. Approved Work Plans by LPA.
 - (d) 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) Public Involvement Mailing:
 - (a) Prepare and mail documentation to explain the concepts and probable impacts of this PROJECT to the public.
 - (b) Prepare all exhibits and supplementary materials to complete the public involvement mailing.
 - (c) Prepare a summary report of responses from the after the public involvement mailing.

- (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of the comments and suggestions received from the public involvement mailing.
- (e) Provide the MUNICIPALITY with copies of all mailing materials for review and approval.
- (f) One combined public involvement letter will be prepared to include this project and project ID's 4291-00-01 and 4650-02-00.

F. MEETINGS

- (1) Hold an Operational Planning Meeting(OPM) to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend 30%, 60%, and 90% plan review meetings with the MUNICIPALITY and the DEPARTMENT.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.
- (4) All meetings will be held at the MUNICIPALITY's office in conjunction with the meetings for project ID's 4291-00-01 & 4650-02-00.

G. SURVEYS

- (1) Complete the topographic survey of three (3) intersections to provide the geometric details needed to prepare bidding documents. It is assumed that the information needed for the remaining 6 intersections will be available from plan sheets provided by the MUNICIPALITY.
- (2) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:
 - (a) Construction Details
 - (b) Project Overview
 - (c) Traffic Signal Plans
 - (d) Plan Sheets with Erosion Control
 - (e) Miscellaneous Quantities

- (2) One set of plans and bidding documents will be prepared to include this project with project ID's 4291-00-01 and 4650-02-00

I. TRAFFIC

- (1) Collect traffic counts and develop traffic projections for the year 2041 at the following locations:
 - (a) Indiana Ave (24-hour weekday and 4-hour Saturday counts)
 - (b) New Jersey Ave (13-hour weekday count)
 - (c) Pennsylvania Ave (13-hour weekday count)
 - (d) Erie Ave (24-hour weekday and 4-hour Saturday counts)
 - (e) Superior Ave (13-hour weekday count)
 - (f) Saeman Ave (24-hour weekday count)
 - (g) N 15th St (13-hour weekday count)
 - (h) Geele Ave (13-hour weekday count)
 - (i) North Ave (13-hour weekday count)
- (2) Model entire project corridor utilizing Synchro software to provide measures of effectiveness and timing plans for all signalized intersections listed above.
- (3) Complete site review to calibrate model to existing conditions
- (4) Complete a review of the equipment at each intersection listed above to determine the equipment needs to facilitate the installation of radio and video detection equipment.
- (5) Complete a corridor review to identify any intermediate equipment needs to facilitate radio connections between signals.
- (6) Coordinate a system wide connection of the signals in this project and Project ID's 4291-00-01 & 4650-02-00 to the MUNICIPALITIES centrally located facility.
- (7) Complete site review to after construction is complete to calibrate signal timing based on actual traffic.

J. SERVICES PROVIDED BY THE DEPARTMENT

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

1. Assist the WisDNR with wetland determination as needed

K. SERVICES PROVIDED BY THE MUNICIPALITY

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

1. Existing right-of-way plats if available
2. Mailing list for the public informational mailing
3. List of known utilities
4. Horizontal and vertical control for surveys

5. Copies of municipal mapping
6. As-built plans
7. Publication of PIM notice
8. Approved Utility Work Plans

PROSECUTION AND PROGRESS

- (1) 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 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 January 1, 2020.

Report Title	Date
Operational Planning Meeting	1/15/20
Public Involvement Plan	2/1/20
30% Plans, Estimate, and Roadbuilders Quantities Submittal	3/15/20
Public Information Mailing	4/1/20
Environmental Document	5/1/20
Traffic Management Plan	6/1/20
60% Plan, Estimate, and Road Builder's Quantities Submittal	6/15/20
Corridor Traffic Report	6/15/20
Design Study Report	8/1/20
90% Plan, Estimate, and Road Builder's Quantities Submittal	10/1/20
Draft PS&E submittal	11/15/20
Final P.S. & E.	1/12/21
Project Letting	3/25/21
Attend Pre-construction Conference	Summer 2021

Consultant Individual Direct Labor Rates
JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

Employee Name / ID Number	Classification	Current Rate	Rate of Pay After October 2019 (+3.1%)	Rate of Pay After October 2020 (+3.1%)	Rate of Pay After October 2021 (+3.1%)	% of Work At Current Rate	% Work After October 2019	% Work After October 2020	% Work After October 2021	TOTAL %	FINAL Weighted Average Hourly Rate
Employee #0048	Project Manager	\$ 57.75	\$ 59.54	\$ 61.39	\$ 63.29	15%	70%	15%	0%	100%	\$ 59.55
Employee #0026	Lead Designer	\$ 41.50	\$ 42.79	\$ 44.12	\$ 45.49	15%	70%	15%	0%	100%	\$ 42.80
Blended Rate	Design Engineer	\$ 30.63	\$ 31.58	\$ 32.56	\$ 33.57	15%	70%	15%	0%	100%	\$ 31.58
Employee #0078	Senior Traffic Engineer	\$ 47.00	\$ 48.46	\$ 49.96	\$ 51.51	5%	65%	30%	0%	100%	\$ 48.84
Employee #0077	Traffic Engineer	\$ 34.50	\$ 35.57	\$ 36.67	\$ 37.81	5%	65%	30%	0%	100%	\$ 35.85
Employee #0025	Engineer Technician	\$ 26.50	\$ 27.32	\$ 28.17	\$ 29.04	15%	70%	15%	0%	100%	\$ 27.33
Employee #0038	Survey Chief	\$ 35.00	\$ 36.09	\$ 37.21	\$ 38.36	80%	20%	0%	0%	100%	\$ 35.22
Employee #0053	Admin Assistant	\$ 22.25	\$ 22.94	\$ 23.65	\$ 24.38	15%	70%	15%	0%	100%	\$ 22.95

Contract Completion Date: 10/1/2021

Escalation Factor = 3.1%

Summary of Staff Hours and Direct Labor Costs
JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

		Project Manager		Design Engineer		Lead Designer		Senior Traffic Engineer		Traffic Engineer		Engineer Technician		Survey Chief		Admin Assistant		Total Direct Labor	
		\$59.55		\$31.58		\$42.80		\$48.84		\$35.85		\$27.33		\$35.22		\$22.95			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	30.0	\$ 1,786.50					4.5	\$ 219.78	1.0	\$ 35.85	1.0	\$ 27.33			2.0	\$ 45.90	38.5	\$ 2,115.36
Manage Project Quality	890	22.0	\$ 1,310.10															22.0	\$ 1,310.10
Manage Project Stakeholders	743	2.0	\$ 119.10	3.0	\$ 94.74	7.0	\$ 299.60	2.5	\$ 122.10	1.0	\$ 35.85	3.0	\$ 81.99			4.0	\$ 91.80	22.5	\$ 845.18
Design Geometrics and Details	776			40.0	\$ 1,263.20	6.5	\$ 278.20					59.0	\$ 1,612.47					105.5	\$ 3,153.87
Develop Quantities and Estimates	786			8.0	\$ 252.64			6.0	\$ 293.04	16.0	\$ 573.60	6.0	\$ 163.98					36.0	\$ 1,283.26
Develop PSE Documents	856			22.0	\$ 694.76	8.0	\$ 342.40	4.0	\$ 195.36	12.0	\$ 430.20							46.0	\$ 1,662.72
Conduct and Process Existing Field Survey	723													30.0	\$ 1,056.60			30.0	\$ 1,056.60
Analyze Archaeological and Historical Impact and Tr	763			3.0	\$ 94.74											2.0	\$ 45.90	5.0	\$ 140.64
Environmental Documentation and Agency Coordina	769			7.0	\$ 221.06	6.0	\$ 256.80					2.0	\$ 54.66					15.0	\$ 532.52
Analyze Traffic Data/ Forecast	313							59.0	\$ 2,881.56	143.0	\$ 5,126.55							202.0	\$ 8,008.11
Collect Traffic Field Data	347			37.0	\$ 1,168.46			7.0	\$ 341.88	10.0	\$ 358.50							54.0	\$ 1,868.84
Design Traffic Signal and Details	785							75.0	\$ 3,663.00	136.0	\$ 4,875.60							211.0	\$ 8,538.60
Develop Traffic Control and Staging	788			8.0	\$ 252.64	3.0	\$ 128.40											11.0	\$ 381.04
Coordinate Utilities	746			7.0	\$ 221.06	11.0	\$ 470.80					6.0	\$ 163.98			4.0	\$ 91.80	28.0	\$ 947.64
Coordinate Railroad	847			2.0	\$ 63.16	1.0	\$ 42.80											3.0	\$ 105.96
Manage Construction Start	791	1.5	\$ 89.33															1.5	\$ 89.33
																		0.0	\$ -
																		0.0	\$ -
		55.5	\$ 3,305.03	137.0	\$ 4,326.46	42.5	\$ 1,819.00	158.0	\$ 7,716.72	319.0	\$ 11,436.15	77.0	\$ 2,104.41	30.0	\$ 1,056.60	12.0	\$ 275.40	831.0	\$ 32,039.77

Direct Expenses by Item

JT Engineering

STH28/14th Street Traffic Flow Improvement

North Ave - Indiana Ave

Sheboygan County

Project ID 4640-01-01

Item	Activity Code	Unit Amount	Unit Type	Rate	Total Expenses
Plan Review Meetings (30/60/90)					
Mileage	887	150	Miles	\$0.580	\$87.00
Project Stakeholder Meetings					
Mileage	743	132	Miles	\$0.580	\$76.56
Traffic Modeling					
Mileage (calibrate existing model)	313	150	Miles	\$0.580	\$87.00
Meals - Lunch	313	2	Each	\$14.00	\$28.00
Survey - Topo					
Mileage	723	450	Miles	\$0.580	\$261.00
Meals - Lunch	723	3	Each	\$14.00	\$42.00
Design Traffic Signals and Details					
Mileage (review of existing traffic signal equipment)	785	170	Miles	\$0.580	\$98.60
Meals - Lunch	785	1	Each	\$14.00	\$14.00
Mileage (site reviews of existing signals for repeater needs and mounting details-2 site visits)	785	340	Miles	\$0.580	\$197.20
Meals - Lunch	785	2	Each	\$14.00	\$28.00
Traffic Data Collection/Counts					
Mileage (Traffic Counts)	347	775	Miles	\$0.580	\$449.50
Miovision County (13-hour week day)	347	6	Each	\$325.00	\$1,950.00
Miovision County (24-hour week day)	347	3	Each	\$456.00	\$1,368.00
Miovision County (weekend)	347	2	Each	\$100.00	\$200.00
Pre-Con Meeting					
Mileage	791	50	Miles	\$0.580	\$29.00
TOTAL					\$4,915.86

Fee Computation Summary by Engineering Task
JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee Amount	Direct Expenses	Totals
Manage Project Scope and Schedule	887	\$2,115.36	\$3,016.71	\$383.41	\$87.00	\$5,602.48
Manage Project Quality	890	\$1,310.10	\$1,868.33	\$237.46	\$0.00	\$3,415.89
Manage Project Stakeholders	743	\$845.18	\$1,205.31	\$153.19	\$76.56	\$2,280.24
Design Geometrics and Details	776	\$3,153.87	\$4,497.78	\$571.64	\$0.00	\$8,223.24
Develop Quantities and Estimates	786	\$1,283.26	\$1,830.06	\$232.59	\$0.00	\$3,345.91
Develop PSE Documents	856	\$1,662.72	\$2,371.20	\$301.37	\$0.00	\$4,335.29
Conduct and Process Existing Field Survey	723	\$1,056.60	\$1,506.82	\$191.51	\$303.00	\$3,057.93
Analyze Archaeological and Historical Impact and Tribal Consultation	763	\$140.64	\$200.57	\$25.49	\$0.00	\$366.70
Environmental Documentation and Agency Coordination	769	\$532.52	\$759.43	\$96.52	\$0.00	\$1,388.47
Analyze Traffic Data/ Forecast	313	\$8,008.11	\$11,420.37	\$1,451.47	\$115.00	\$20,994.95
Collect Traffic Field Data	347	\$1,868.84	\$2,665.15	\$338.73	\$3,967.50	\$8,840.22
Design Traffic Signal and Details	785	\$8,538.60	\$12,176.90	\$1,547.62	\$337.80	\$22,600.92
Develop Traffic Control and Staging	788	\$381.04	\$543.40	\$69.06	\$0.00	\$993.50
Coordinate Utilities	746	\$947.64	\$1,351.43	\$171.76	\$0.00	\$2,470.83
Coordinate Railroad	847	\$105.96	\$151.11	\$19.21	\$0.00	\$276.28
Manage Construction Start	791	\$89.33	\$127.39	\$16.19	\$29.00	\$261.91
						\$0.00
		\$32,039.77	\$45,691.91	\$5,807.22	\$4,915.86	\$88,454.76

Fixed Fee 7.25%

Indirect Rate 142.61%

CONSULTANT CONTRACT TOTAL FEE COMPUTATION
JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

Project ID	4640-01-01				TOTALS
Number of Staff Hours	831				831
Total Direct Labor	\$32,039.77				\$32,039.77
Total Indirect Costs	\$45,691.91				\$45,691.91
Fixed Fee Amount	\$5,807.22				\$5,807.22
Direct Expenses	\$4,915.86				\$4,915.86
Subtotal	\$88,454.76	\$0.00	\$0.00	\$0.00	\$88,454.76
					\$0.00
					\$0.00
					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$88,454.76	\$0.00	\$0.00	\$0.00	\$88,454.76

Indirect Cost Rate (%) 142.61%

Fixed Fee (%) 7.25%

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute a contract for engineering services regarding road improvements on State Highway 28/14th Street between North Avenue and Indiana Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: June 20, 2019

MEETING DATE: June 25, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: \$88,454.76
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: In January of 2019, the City of Sheboygan entered into a State Municipal Agreement with the Wisconsin Department of Transportation for updating the signalized intersections along the State Highway 28/14th Street corridor from North Avenue to Indiana Avenue for the proposed sum of \$758,800.00 of which the Federal Share is \$607,040.00 and of which the City of Sheboygan's share is \$151,760.00. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans, and retiming and coordinating traffic signals.

STAFF COMMENTS: The approval of this three party engineering services contract for the analysis and design for the State Highway 28/14th Street Traffic Flow Improvements from North Avenue to Indiana Avenue allows the City of Sheboygan and the Wisconsin Department of Transportation to hire a consultant to complete the engineering design so that this project can be constructed.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 50-19-20 authorizing the appropriate City officials to execute a contract for engineering services regarding road improvements on State Highway 28/14th Street between North Avenue and Indiana Avenue.

ATTACHMENTS:

- I. Res. No. 50-19-20
- II. Three Party Design Engineering Contract