

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

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

*Project ID 4991-06-78
C Manitowoc, East Albert Drive
Mirro Drive – Johnston Drive
Local Street, Manitowoc 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 January 22, 2025 and included the design of a roadway reconstruction project meeting all WisDOT requirements. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Mike Cohen; Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; Michael.cohen@dot.wi.gov; and 920-492-4136.

The MUNICIPALITY REPRESENTATIVE is: Greg Minikel, Engineering Division Manager, 900 Quay Street, Manitowoc, WI 54220, gminikel@manitowoc.org; (920) 686-6910.

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

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast region office located in Green Bay, WI and will be completed by July 31, 2029. 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 \$211,356.00, plus a fixed fee of \$17,296.39, not to exceed \$228,652.39.

For geotechnical investigation subcontracted to ECS Midwest, LLC, the CONSULTANT'S actual cost to ECS Midwest, LLC not to exceed \$5,600.00 for units delivered based on rates in the table below.

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Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Mobilization	1.0	Trip	\$681.00	\$681.00
Boring Layout & Elevations	1.0	Hour	\$210.00	\$210.00
Standard Penetration Test Boring (3@6' & 2@10')	38.0	Foot	\$18.00	\$684.00
Boring Abandonment	38.0	Foot	\$5.00	\$190.00
Pavement Patch	5.0	Each	\$77.00	\$385.00
Traffic Control Signs and Cones	1.0	Day	\$210.00	\$210.00
Utility Clearance and Coordination	2.0	Hour	\$110.00	\$220.00
Moisture Content (ASTM D2216)	10.0	Each	\$15.00	\$150.00
Percent Passing the No. 200 Sieve (ASTM D1140)	3.0	Each	\$60.00	\$180.00
Atterberg Limits (ASTM D4318)	2.0	Each	\$95.00	\$190.00
Loss of Ignition on Organic Soils (ASTM D2974)	2.0	Each	\$60.00	\$120.00
Visual Classification of Soil (ASTM D2488)	1.0	Hour	\$110.00	\$110.00
Boring Log Prep and Administration	5.0	Hour	\$70.00	\$350.00
Geotechnical Project Manager (Report Prep)	14.0	Hour	\$110.00	\$1,540.00
Principal Engineer (Report Prep)	2.0	Hour	\$190.00	\$380.00

For archeological investigations subcontracted to Terracon Consultants, Inc. the CONSULTANT'S actual cost to Terracon Consultants, Inc. not to exceed \$4,350.00 for units delivered based on rates in the table below.

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Archaeological Survey	1	Each	\$3,100.00	\$3,100.00
Project Management/Administration	1	Each	\$1,250.00	\$1,250.00

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$238,602.39.

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

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 8 pages.

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SIGNATURE PAGES

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

For the CONSULTANT

Signed by:
By: Brian Chlopek
EB6227302D26463...

Title: Vice President

Date: June 23, 2025

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

TABLE OF CONTENTS

SCOPE OF SERVICES.....2

 A. DESIGN REPORTS.....2

 B. ENVIRONMENTAL DOCUMENTATION.....2

 C. AGENCY COORDINATION.....3

 D. RAILROAD/UTILITY INVOLVEMENTS.....4

 E. PUBLIC INVOLVEMENT.....4

 F. MEETINGS.....5

 G. SURVEYS.....5

 H. SOILS AND SUBSURFACE INVESTIGATIONS.....6

 I. ROAD PLANS.....7

 J. TRAFFIC.....7

 K. SERVICES PROVIDED BY THE MUNICIPALITY.....7

 L. SERVICES PROVIDED BY THE DEPARTMENT.....7

PROSECUTION AND PROGRESS.....8

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

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

VI. SPECIAL PROVISIONS

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 (60% & 90%)
- (b) Design Study Report (New Construction, Reconstruction, and Rehabilitation report type)
- (c) Pavement Design Report Including Life Cycle Cost Analysis

B. ENVIRONMENTAL DOCUMENTATION

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

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

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Section 4(f) Evaluation

Coordinate impacts to the adjacent park with the appropriate property owner and include coordination and documentation of an exception to 4(f) requirements within the Environmental Document.

(2) Historical and Archaeological Surveys and Studies:

- (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological reconnaissance and evaluation studies to the region project manager. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.
 - (b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
 - (c) Submit the project for screening for Historical evaluation. It is assumed that the project will be added to the screening list for History only.
- (3) Hazardous Materials/Contamination Assessments
 - (a) Conduct a Phase I investigation for the PROJECT and document findings in a technical memo. The area for the Phase 1 investigations will be extended to a 1/4-mile radius for this project.
 - (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.
- (4) Wetland Investigations

The DEPARTMENT and Department of Natural Resources will identify wetlands in the project area and provide the locations to the CONSULTANT. The CONSULTANT will, 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."
- (5) Native American Coordination

Prepare the notification letter/email and submit to the DEPARTMENT for review, approval, and distribution.

C. AGENCY COORDINATION

- (1) Wisconsin Department of Natural Resources (WDNR)

- (a) Coordinate project impacts with the WDNR to obtain water quality certification.
 - (b) Request a Transportation Construction General Permit for the project prior to PS&E.
- (2) US Fish & Wildlife Service (USFWS)

Initiate the coordination with USFWS via IPaC and download the initial Threatened and Endangered Species List. Analyze and determine effects to any species and habitat included on the list. Include the results of the Species List and the effects assessment with the environmental document. This CONTRACT assumes that the project improvements will result in No Effects to any listed species in the project area.
- (3) Bureau of Aeronautics (BOA) & Federal Aviation Administration (FAA)

Complete the Notice Criteria tool to identify if additional coordination is needed with FAA & BOA.

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements

Coordinate with the Region's Railroad Coordinator (RRC) on the necessary documentation needed for the completion of the PS&E.
- (2) Utility Coordination

Perform all utility coordination in accordance with:

 - (a) The MANUAL
 - (b) The WisDOT "Guide to Utility Coordination"
 - (c) Non-Trans 220 Standards
- (3) The DEPARTMENT/MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.
- (4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

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

- (2) Maintain a log of public and agency involvement activities.
- (3) Assist the MUNICIPALITY in answering all questions received from the general public.
- (4) Public Involvement Meetings:
 - (a) Conduct or assist the MUNICIPALITY in holding one (1) public involvement meeting and explain to the public concepts and probable impacts of this PROJECT. The meeting is intended to be an open house format, no formal presentation is anticipated.
 - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting.
 - (c) Prepare a summary report after the public involvement meeting.
 - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting.
 - (e) Make all the necessary arrangements for scheduling the public involvement meeting and provide notices and press releases for the MUNICIPALITY'S use.
 - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (5) Assist the MUNICIPALITY in holding one (1) on site property owner meeting to discuss the project with the property owner.

F. MEETINGS

- (1) Hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT. This meeting is assumed to be in person.
- (2) Hold 30%, 60%, and 90% plan review meetings with the MUNICIPALITY and the DEPARTMENT. It is assumed that two (2) of these meetings will be virtual.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

G. SURVEYS

- (1) Complete the following field surveys and measurements:

- (a) Full topographic survey extending approximately 100-feet beyond the project limits on East Albert Drive and 100-feet down each side road.
 - (b) Existing curb ramps will not be surveyed for compliance with ADA standards.
 - (c) Marked utilities throughout the project corridor. One (1) additional trip is anticipated for unmarked utilities after topo survey completion.
 - (d) Survey, document, and inventory all existing signs.
 - (e) Manholes and inlets will be dipped within the project limits and one structure beyond the limits.
 - (f) Set Control Points (CP) and Benchmarks (BM) and establish project coordinates and/or elevations on them for future construction efforts. Said CPs and BMs should be durable and will be set during the topographic survey.
- (2) The survey will be completed utilizing Manitowoc County coordinates. Vertical data will be related to NAD83(2011) horizontal datum referencing Manitowoc County Coordinates WisCORS. NAVD88(2012) referenced to GEOID 18 will be used for vertical datum unless a City datum is provided prior to work commencing. GPS will be used to provide a reference for the field survey.
 - (3) Locate the necessary section corners for the right-of-way plat. It is estimated that two (2) section corners need to be located and established and tied to project coordinates.
 - (4) Conduct surveys that provide information necessary for the preparation of plats and acquisition of rights of way and property. Provide right-of-way monumentation information. All such information shall be provided in an electronic file in accordance with the MANUAL.
 - (5) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY and DEPARTMENT 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. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Perform five (5) borings (2 at 10-feet deep and 3 at 6-feet deep) of the existing pavement structure, including base courses and shoulders, to determine quantities and qualities of materials available for project needs.
- (2) Perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.

I. ROAD PLANS

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

Marking and Signing Plan
Construction staging plans (include earthwork quantities for each stage)
Storm Sewer Plan
Detour Plan
Project Overview - Single Sheet Schematic Drawing

J. TRAFFIC

- (1) Complete traffic projections for the project based on corridor traffic counts provided by the MUNICIPALITY and other available data.
- (2) Gather and analyze crash data for use in the design of the PROJECT.

K. SERVICES PROVIDED BY THE MUNICIPALITY

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

- (1) As-Built Roadway Plans & existing R/W Plats (as available)
- (2) Horizontal and Vertical Survey Control (as available)
- (3) Publication of the PIM Notice
- (4) Utility List (as available)
- (5) Mailing list for PIM
- (6) Traffic counts (as available)

L. SERVICES PROVIDED BY THE DEPARTMENT

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

- (1) Wetland determination information
- (2) Screening list request

PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to:
- (a) Soil Borings and Geotechnical Reporting to ECS Midwest, LLC
 - (b) Archeological and Historical Surveys by Terracon Consultants, Inc.
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 15, 2025.

Report Title	Date
Survey	9/1/25
Soils Report	10/1/25
Haz Mat Report	10/1/25
Pavement Design Report	11/1/25
Operational Planning Meeting	11/1/25
30% Plans, Estimate, and Roadbuilders Quantities Submittal	1/1/26
Public Involvement Meeting	4/1/26
Environmental Document	6/1/26
Traffic Management Plan	8/1/26
60% Plan, Estimate, and Road Builder's Quantities Submittal	1/1/27
Design Study Report	2/1/27
Plans to Utilities	2/1/28
90% Plan, Estimate, and Road Builder's Quantities Submittal	7/1/28
Draft P.S & E. Submittal	9/1/28
Final P.S & E.	11/1/28


Certificate Of Completion

Envelope Id: E405BD85-293F-49EA-8226-F68303E09D1A		Status: Sent
Subject: 49910678-1400053033-202506-C.pdf - Shared from Box		
Source Envelope:		
Document Pages: 11	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Maiko Vang
AutoNav: Disabled		4822 Madison Yards Way
Envelopeld Stamping: Enabled		Madison, WI 53705
Time Zone: (UTC-06:00) Central Time (US & Canada)		maiko.vang@dot.wi.gov
		IP Address: 74.112.186.68

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6/20/2025 9:47:06 AM	maiko.vang@dot.wi.gov	
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Signer Events

Signer Events	Signature	Timestamp
Brian Chlopek	<div>Signed by:  EB6227302D26463...</div>	Sent: 6/20/2025 9:51:43 AM
brianc@jt-engineering.com		Viewed: 6/23/2025 8:08:46 AM
Vice President		Signed: 6/23/2025 8:10:25 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 67.53.158.114	

Electronic Record and Signature Disclosure:
Accepted: 6/23/2025 8:08:46 AM
ID: eee157f1-6688-47af-a71a-592659778920

Justin Nickels	Sent: 6/23/2025 8:10:26 AM
jnickels@manitowoc.org	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Accepted: 8/21/2024 3:46:16 PM
ID: 919ce612-9835-43bb-b1f8-f8effc049426

CAU Consultant SG

Signing Group: CAU Consultant SG
Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
MacKenzie Reed mreed@manitowoc.org City Clerk/Deputy Treasurer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/29/2024 9:04:47 AM ID: cb1e53ee-4bbc-4d36-9aea-5ac5861b0654	<div>COPIED</div>	Sent: 6/23/2025 8:10:27 AM Viewed: 6/24/2025 1:44:52 PM

Brenda Veeseer
brenda.veeseer@dot.wi.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2025 9:51:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.esse@dot.wi.gov

To advise Wisconsin Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.esse@dot.wi.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Department of Transportation during the course of my relationship with you.