

February 4, 2025

Ms. Traci Gengler, P.E.
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

RE: **Proposal for Traffic Signal & Roadway Design Services**
W. National Avenue (S. 65th Street to Union Pacific Railroad Crossing)
West Allis, Wisconsin

Dear Ms. Gengler:

Thank you for giving raSmith the opportunity to provide a quotation for professional services. The contents of this letter contract spell out the Project Understanding, Scope of Services, Information Provided by the Client, Completion Schedule, and Professional Fees under which this proposal is being made.

PROJECT UNDERSTANDING

The City of West Allis is interested in making traffic signal and roadway improvements along W. National Avenue from S. 65th Street to the Union Pacific Railroad. The recommended improvements are identified in Exhibit A and include but are not limited to: median modifications, curb extensions, traffic signal modification, pedestrian crossing improvements, and intersection lane geometry modifications. The City asked raSmith to prepare a proposal for design services to develop construction plans and specifications. The scope of services is outlined in the following section.

SCOPE OF SERVICES

The following scope of services was developed from information provided by the City and our experience in delivering similar projects and services.

- 1) Develop draft and final roadway plans to be submitted to the City for approval, including the following plan sheets:
 - Title page
 - Project overview
 - General notes
 - Construction details
 - Standard detail drawings
 - Intersection detail sheets
 - Curb ramp detail sheets (up to 8 quadrants)
 - Storm Sewer Plans (plan view only at up to 2 quadrants)
 - Permanent traffic signal and intersection lighting (if required)
 - Permanent traffic signal sequence of operations
 - Permanent signing and pavement marking removals
 - Permanent pavement marking
 - Permanent signing



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- 2) Review intersection design vehicle turning templates (previously prepared by raSmith) and compare to the proposed conceptual intersection improvements. Identify potential conflicts and design alternatives to accommodate the selected design vehicle.
- 3) Prepare project special provisions and submit to the City for their inclusion in the project manual, including boilerplate City specifications and project special provisions.
- 4) Develop construction cost estimate for use by the City.
- 5) Prepare permanent traffic signal timing plans at the W. National Avenue intersection with S. 66th Street to provide to contractor when traffic signal modifications are completed.

All designs and deliverables will be completed in accordance with City of West Allis standards and MUTCD guidelines. In the absence of City design standards, WisDOT standards will be used.

FIELD SURVEY:

- 1) Contact Digger's Hotline to obtain facility system maps and mark utilities in the field prior to the utility field survey (one time).
- 2) Coordinate field survey needs with and obtain field survey data from the City along W. National Avenue, S. 66th Street, and S. 65th Street in the vicinity of the project site. The survey will include the following components:
 - Topographic / mapping features
 - Existing utility mapping as designated by Digger's Hotline
 - Storm Sewer measure-downs, as necessary

Limits of the field survey include up to 50 feet past the point of tangency on each leg of the project intersections, within the existing right-of-way.

- 3) Obtain GIS right-of-way, parcel, and public utility information from the City. Right-of-way boundaries will be shown based off the GIS data, are approximate, and will be used to identify potential right-of-way impacts. Title searches and plat development are considered extra services.

UTILITY COORDINATION:

- 1) Using a City-provided utility contact list, request system maps from utilities with facilities in the project area.
- 2) Identify potential utility conflicts based on utility system maps and surveyed field markings and modify the design accordingly.

MEETINGS:

- 1) Attend up to two (2) in-person meetings with City staff. Meetings shall include the following:
 - Preliminary design review
 - Preconstruction meeting

All services beyond the tasks included in this proposal will be completed on a time-and-materials basis as authorized.



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Client Responsibilities/Assumptions

Based on discussions with the City and our knowledge of the project, the following assumptions will apply. Any change to these assumptions may result in additional fees.

- City shall be responsible for all field survey on the project. Coordinate survey scope and needs with raSmith prior to conducting field survey work. Additional survey requests may be required beyond the initial request and will need to be completed in a timely manner to keep the project on schedule.
- Survey mapping of the entire functional area of the intersection is not included in the project. Plans will be prepared using the most recently available orthophotos from Milwaukee County, City of West Allis, or other reputable source.
- Alignment stationing will be approximated using the existing roadway centerlines and provided for the contractor's reference only.
- Monotube signal poles and corresponding signal bases will not be used.
- Assistance with direct purchase of any City-procured traffic signal materials is considered extra services.
- Traffic control will utilize standard detail drawings. Detours will not be required.
- Soil borings are not required.
- Utility relocations are not anticipated. Designer is not responsible for utility conflicts that arise during construction.
- Temporary traffic signals are not required.
- Coordination and permitting with WDNR and MMSD are not anticipated and considered extra services.
- Coordination with the railroad is not anticipated and considered extra services.
- Public involvement activities are not included in the scope of services.
- Construction management and inspection services are not included in this scope of services. If requested, construction services will be provided under a separate contract.
- Temporary or permanent real estate acquisition is not required with the project and a right of way plat is not included in the scope of services. If required, construction permits will be coordinated directly between the property owner and the City.

Completion Schedule

raSmith will submit the draft plans to the City according to the following schedule:

- Draft plans – within twelve (12) weeks of receiving authorization to proceed and complete field survey data
- Final plans – within four (4) weeks of receiving comments from the City on the draft plan set



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raSmith is aware of the City's desire to complete construction as soon as possible and will make every effort to allow the project to start in early Summer 2025. Please be aware that material lead times for certain types of traffic signal equipment (namely traffic signal cabinets, poles, and meter breaker pedestals) have exceeded six months in recent years.

Professional Fees

The lump sum fee for completing the above Scope of Services is \$41,800, including expenses.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to me at john.bruggeman@rasmith.com. Once received, we will execute and return a copy for your records.

We look forward to working with you on this project!

Sincerely,
raSmith

A handwritten signature in black ink that reads 'John Bruggeman'.

John Bruggeman, P.E., PTOE
Senior Traffic Project Manager

Enclosures: Professional Services Agreement (Contract)
Exhibit A – Recommended Improvements



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of West Allis ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Traffic Signal & Roadway Design Services: W. National Avenue (S. 65th Street to Union Pacific Railroad Crossing) - West Allis, WI ("Project").

Professional's services under this Agreement are generally identified as follows:

Please see Scope of Services in the attached proposal letter. ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: Traffic Signal & Roadway Design Services: W. National Avenue (S. 65th Street to Union Pacific Railroad Crossing) - West Allis, WI

Client: City of West Allis

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: Traci Gengler, P.E.

Print name: John Bruggeman, P.E., PTOE

Title: _____

Title: Senior Traffic Project Manager

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of West Allis

R.A. Smith, Inc.

7525 W. Greenfield Avenue

16745 West Bluemound Road

West Allis, WI 53214

Brookfield, WI 53005

Client's Phone:

Professional's Phone: (262) 317-3353

Client's Email:

Professional's Email: john.bruggeman@rasmith.com

