

26.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2008-0077 Resolution In Committee

Resolution relative to the transfer of \$20,000 from the Contingency Fund to the Planning Division Consultants Account for the preparation of a City Bicycle and Pedestrian Master Plan.

Introduced: 3/18/2008

Controlling Body: Administration & Finance Committee

Sponsor(s): Administration & Finance Committee

## COMMITTEE RECOMMENDATION

*adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
MAR 18 2008			Barczak				✓
			Czaplewski	✓			
			Dobrowski				
			Kopplin				
		✓	Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
			Vitale				
		✓	Weigel	✓			
			TOTAL	4			1

## SIGNATURE OF COMMITTEE MEMBER

*[Signature]*

Chair

Vice-Chair

Member

## COMMON COUNCIL ACTION

**ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
MAR 18 2008	✓		Barczak				✓
			Czaplewski	✓			
		✓	Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			✓				Weigel
			TOTAL	9			1



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

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**File Number: R-2008-0077**

**Final Action:**

**Sponsor(s):** Administration & Finance Committee

**MAR 18 2008**

Resolution relative to the transfer of \$20,000 from the Contingency Fund to the Planning Division Consultants Account for the preparation of a City Bicycle and Pedestrian Master Plan.

WHEREAS, the City of West Allis has received funding from the State Department of Transportation and Federal Government toward the engineering, design, and construction of the Cross-Town Connector Trail across West Allis; and,

WHEREAS, a West Allis Bicycle and Pedestrian Master Plan would serve to guide existing projects to ensure they are designed to meet the local needs of the City as well as develop future projects and programs; and,

WHEREAS, the City of West Allis needs to retain the services of a planning consultant firm to evaluate and prepare the Plan, including a comprehensive system of on-street and off-street bikeways connected to key destinations, major employers, other state and local trails, redevelopment areas, neighborhoods and schools; and,

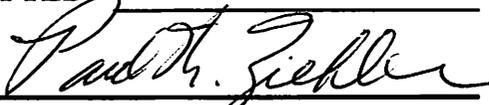
WHEREAS, no funds were budgeted in 2008 for the preparation of such a plan; and,

WHEREAS, \$20,000 will allow for the preparation of such plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that \$20,000 is hereby authorized to be transferred from the City's Contingency Fund to the Planning Division's Consultants Account for the preparation of a Bicycle and Pedestrian Master Plan for the City.

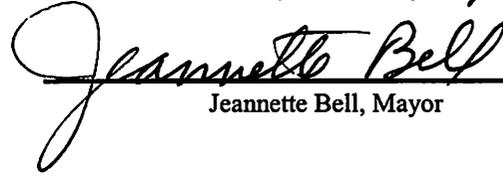
ADM\ORDRES\ADMR.348

ADOPTED MAR 18 2008



Paul M. Ziehler, City Admm. Officer, Clerk/Treas.

APPROVED March 20, 2008



Jeannette Bell, Mayor



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2008-0077**

**Sponsor(s):** Administration & Finance Committee

Please place this  
original signed  
Agreement in  
R-2008-0077 Resolution Jacket

**Final Action:**

MAR 18 2008

Resolution relative to the transfer of \$20,000 from the Contingency Fund to the Planning Division Consultants Account for the preparation of a City Bicycle and Pedestrian Master Plan.

- Thanks -

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B

WHEREAS, a West Allis Bicycle and Pedestrian Master Plan would serve to guide existing projects to ensure they are designed to meet the local needs of the City as well as develop future projects and programs; and,

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ADM\ORDRES\ADMR.348

CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
AGREEMENT FOR  
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the DEPARTMENT OF DEVELOPMENT OF THE CITY OF WEST ALLIS, Wisconsin, a municipal corporation (the "Department") and the BICYCLE FEDERATION OF WISCONSIN (the "Consultant").

WITNESSETH:

WHEREAS, the Department has solicited proposals from qualified persons to furnish professional environmental assessment services for the Bicycle and Pedestrian Master Plan (the "Project"); and,

WHEREAS, Consultant has submitted a proposal to provide such services; and,

WHEREAS, the Common Council has authorized the Department to enter into this Agreement with Consultant for such services and has authorized the expenditure of funds to pay the liability that will accrue to the Department under this Agreement.

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree as set forth in the following pages, exhibits and schedules which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Department and the Consultant have executed this Agreement together with the attachments, which are made a part hereof.

BICYCLE FEDERATION OF  
WISCONSIN

CITY OF WEST ALLIS, WISCONSIN  
DEPARTMENT OF DEVELOPMENT

By: Jack E. Hill

By: John R. Stob

Title: Executive Director

Title: Director

Date: 4-28-2008

Date: 5-2-08

- ATTACHMENTS:  
GENERAL CONDITIONS OF AGREEMENT  
SCOPE OF SERVICES  
CONSULTANT'S HOURLY RATES  
INSURANCE REQUIREMENTS  
WORK ORDER

CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
GENERAL CONDITIONS OF AGREEMENT FOR  
PROFESSIONAL SERVICES

CONSULTANT: BICYCLE FEDERATION OF WISCONSIN

PROJECT: CITY OF WEST ALLIS BICYCLE AND PEDESTRIAN MASTER PLAN

1.01 BASIC SERVICES

A. Basic Services of CONSULTANT to be provided under this AGREEMENT are listed in the Scope of Services, attached hereto and made a part of this Agreement by reference.

B. Payment for Basic Services shall be made in accordance with Section 3 of this Agreement.

2.01 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

A. Those services listed in the Scope of Services but not identified in Section 1 of this AGREEMENT may be requested by the DEPARTMENT to complete the work, are considered additional services. The DEPARTMENT may request CONSULTANT at a future date to perform any or all of these services by a written authorization to proceed with the Additional Service(s). The written authorization to proceed shall become an Amendment to the Agreement.

B. Payment for the Additional Service(s) shall be in accordance with Section 3 of this AGREEMENT.

3.01 BASIC SERVICES

A. DEPARTMENT shall pay CONSULTANT for Basic Services rendered under Section 1 on the basis of CONSULTANT'S Hourly Rate, plus Reimbursable Expenses and Services of Professional Associates and other Consultants as defined in this Section 3.

B. CONSULTANT estimates that the total cost required to perform Basic Services as enumerated in Section 1 will not exceed Nineteen Thousand Nine Hundred Thirty-four Dollars (\$19,934.00).

Given the assumptions which must be made, the DEPARTMENT recognizes that the CONSULTANT cannot guarantee the complete accuracy of its estimate of total cost, and, therefore waives any claim against CONSULTANT in this regard, except to the extent that any cost overrun can be attributable to fraudulent conduct, bad faith or inexcusable ignorance or incompetence.

### 3.02 ADDITIONAL SERVICES

DEPARTMENT shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

1. For Additional Services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of CONSULTANT'S Hourly Rate.
2. For services and Reimbursable Expenses of independent Professional Associates and Consultants employed by CONSULTANT to render Additional services pursuant to Section 2, the amount billed to CONSULTANT therefore.

### 3.03 REIMBURSABLE EXPENSES

A. As used in this Agreement Reimbursable Expenses mean the actual expense incurred by CONSULTANT or its independent Professional Associates or Consultants, directly or indirectly in connection with the Project, such as expenses for: toll telephone calls and express mailings, reproduction of reports, drawings, specifications, bidding documents, laboratory tests and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by the DEPARTMENT, overtime work requiring higher than regular rates.

B. The Reimbursable Expenses for Basic Services are as set forth in the Consultant's Hourly Rates attached hereto and made a part of this Agreement.

### 3.04 HOURLY RATES.

As used in this Agreement hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all CONSULTANT'S personnel engaged directly on the Project, including but not limited to other technical and business personnel as set forth in the Consultant's Hourly Rates.

### 3.05 TIME OF PAYMENT

A. CONSULTANT shall submit monthly statements on or before the twentieth of the month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The DEPARTMENT shall make prompt payment on or before the twentieth of the month following the date of the CONSULTANT monthly statement.

### 4.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement upon receipt of a written Work Order or verbal authorization to proceed from the DEPARTMENT. Each Work Order or verbal authorization shall define by task(s) the scope of services to be performed. Verbal authorizations shall be followed up with written Work Orders.

B. Additional services shall be commenced at within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

C. The DEPARTMENT shall not be liable to CONSULTANT and/or any of its independent Professional Associates and Consultants and/or subcontractors for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this Agreement. The sole remedy against the DEPARTMENT for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the DEPARTMENT.

#### 4.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement within the time specified in the Scope of Services, or if none is specified, then within a reasonable time for the type of work involved.

B. Additional services shall be completed within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

#### 5.01 APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Wisconsin and venue for any action concerning this Agreement shall be in Milwaukee County, Wisconsin. The CONSULTANT shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this AGREEMENT.

#### 6.01 APPROVALS OR INSPECTIONS

None of the approvals or inspections performed by the DEPARTMENT shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the DEPARTMENT formally assumes such responsibility through a letter from the DEPARTMENT expressly stating that the responsibility has been assumed.

#### 7.01 DISPUTE RESOLUTION

In the event a dispute arises under this agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision each party shall have five working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute, and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering

information and hearing the dispute. Binding mediation or arbitration shall not be chosen as a dispute resolution method.

#### 8.01 ASSIGNMENT

Neither this AGREEMENT nor any right or duty, in whole or in part, of the CONSULTANT under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the DEPARTMENT.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the DEPARTMENT and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the DEPARTMENT and the CONSULTANT and not for the benefit of any of any other party.

#### 9.01 CANCELLATION; TERMINATION

A. The DEPARTMENT reserves the right to cancel this AGREEMENT in whole or in part, without penalty, due to non-appropriation of funds or for failure of the CONSULTANT to comply with terms, conditions, or specifications of this AGREEMENT.

B. The DEPARTMENT may terminate this AGREEMENT for any reason at any time upon not less than 10 days' written notice to the CONSULTANT.

C. In the event of termination the DEPARTMENT shall pay the CONSULTANT for that portion of the work satisfactorily performed prior to the date of termination.

D. If this AGREEMENT is cancelled or terminated by the DEPARTMENT for reasons other than the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments, which had become firm prior to the cancellation or termination.

E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONSULTANT shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and deliver or otherwise make available to the DEPARTMENT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in progress.

F. If any undisputed invoice shall not be paid within the payment terms of this AGREEMENT, CONSULTANT shall have the right, after giving seven (7) days written notice, to suspend all Services on the project until all accounts have been paid. If any overdue invoice shall not be paid within forty-five (45) calendar days after the date of the invoice, CONSULTANT shall have the right to terminate this AGREEMENT.

## 10.01 DISCLOSURE

If a city official (as defined under section 3.02(1) of the Revised Municipal Code of the City of West Allis), a member of official's immediate family, or any organization in which a city official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this AGREEMENT, and if this AGREEMENT involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this AGREEMENT is voidable by the City unless appropriate disclosure is made according to section 3.5 of the Revised Municipal Code, before signing the AGREEMENT. Disclosures shall be made to the Ethics Board of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (Telephone 414-302-8200).

## 11.01 ENTIRE AGREEMENT; AMENDMENTS

This AGREEMENT, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties and previous communications or agreements pertaining to the subject matter of this AGREEMENT are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this AGREEMENT, signed by both parties prior to the ending date of this AGREEMENT.

## 12.01 FORCE MAJEURE

No party shall be responsible to the other party for any resulting losses and it shall not be a default of this Agreement if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual adverse weather conditions, or by any other cause not within the control of the party whose performance was interfered with and which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of enumerate causes or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. Upon the occurrence of a force majeure, written notice to the other party shall be given as herein provided. If the period of non-performance exceeds thirty (30) days from the receipt of the notice, the party whose ability to perform has not been so affected may, by written notice, terminate this Agreement.

## 13.01 INDEMNIFICATION; LIABILITY

A. The CONSULTANT agrees to defend, indemnify and hold harmless the DEPARTMENT and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by DEPARTMENT, to the extent such claims, suits, damages or losses are caused by negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors or employees. This agreement to indemnify, defend, and hold harmless shall not extend to any claims, suits, damages, or losses caused by the acts, omissions, or conduct of DEPARTMENT or any other person.

B. DEPARTMENT agrees to indemnify, defend and hold harmless CONSULTANT and its subcontractors, consultants, agents, directors, and employees from and against all claims, suits,

damages, and losses, including, but not limited to, those claims, suits, damages, or losses caused or arising out of, relating to, or based upon: 1) the acts, omissions, or other conduct of DEPARTMENT; and [2) the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in or into the surface or subsurface of soil, water or water course, objects, or any tangible or intangible matter, whether abated or not; except to the extent that such damage or loss is caused by the negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors, or employees.] [For environmental services only.]

#### 14.01 INDEPENDENT CONTRACTOR

The DEPARTMENT agrees that the CONSULTANT shall have sole control of the method, hours worked, and time and manner of any performance under this AGREEMENT other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the AGREEMENT. The DEPARTMENT takes no responsibility for supervision or direction of the performance of the AGREEMENT to be performed by the CONSULTANT or the CONSULTANT'S employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the CONSULTANT'S employees or agents.

#### 15.01 REPORT AND DOCUMENTATION REQUIREMENTS

A. The CONSULTANT'S invoices will be reduced by the sums set forth below for each week that the CONSULTANT fails to submit a report or document required under this AGREEMENT'S time schedule unless the DEPARTMENT determines that such delay is attributable to a force majeure as defined in SECTION 8., above. These reductions shall accrue in the amount of 5% of the Work Order for the first week and 10% of the Work Order for each week thereafter, for each report or document, which is overdue.

B. Assessment of reductions under this SECTION does not preclude the DEPARTMENT from pursuing any other remedies or sanctions because of the CONSULTANT'S failure to comply with any of the terms of this AGREEMENT, including a suit to enforce the terms of this AGREEMENT.

C. With respect to any individual failure to submit a report or document required under this AGREEMENT'S time schedule, the DEPARTMENT may at its sole discretion, in whole or in part, waive its right to penalties otherwise due under this SECTION.

#### 16.01 NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not

constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

#### 17.01 OWNERSHIP OF DOCUMENTS

A. Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 5., all reports, specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the DEPARTMENT.

B. CONSULTANT shall retain one copy of all documents for its file. Any documents generated by CONSULTANT used by the DEPARTMENT beyond the intended purpose shall be at the sole risk of the DEPARTMENT, unless otherwise agreed upon by CONSULTANT in writing. To the fullest extent permitted by law, DEPARTMENT shall indemnify, defend and hold harmless CONSULTANT, its subcontractors, consultants, officers, directors, employees and agents, for any loss or damages arising out of the unauthorized use of such documents by the DEPARTMENT.

#### 18.01 OWNERSHIP OF WASTES [Environmental Contract Only]

The DEPARTMENT acknowledges that the CONSULTANT is not, by virtue of this AGREEMENT, the owner or generator of any waste materials generated as a result of the services performed by the CONSULTANT under this AGREEMENT.

#### 19.01. PERIOD OF AGREEMENT

This AGREEMENT shall commence upon its signing by both parties and shall follow the schedule developed herein, during which period all performance as described in this AGREEMENT shall be fully completed to the satisfaction of the DEPARTMENT.

#### 20.01 RELEASE OF INFORMATION

The CONSULTANT may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the DEPARTMENT, except as required by Federal or State regulations, or court order.

#### 21.01 SAFETY

The CONSULTANT shall initiate, maintain and provide supervision of safety precautions and programs for CONSULTANT'S own employees, and shall require its subcontractors or subconsultants to comply with state and local safety laws and regulations in connection with its services. However, the CONSULTANT is not responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the project site carried on by other persons or firms directly employed by the DEPARTMENT as separate consultants or contractors. The DEPARTMENT agrees to require any such separate consultants or contractors to comply with federal, state and local safety laws and regulations and to comply with all reasonable requests

and directions of the CONSULTANT for the elimination or abatement of any safety hazards at the project site.

#### **22.01 SITE ACCESS; DATA**

A. Unless the Scope of Work provides otherwise, the DEPARTMENT shall obtain or provide reasonable access for the CONSULTANT to the project site when necessary and at any reasonable time requested.

B. The DEPARTMENT shall attempt to provide the CONSULTANT with all relevant data and information in its possession regarding the project site. However, in providing such data and information, the DEPARTMENT or the CONSULTANT assumes no responsibility for its accuracy, reliability or completeness.

#### **23.01 STANDARD OF PERFORMANCE**

The CONSULTANT'S services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

#### **24.01 SURVIVAL**

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

#### **25.01 SUCCESSORS AND ASSIGNS**

The DEPARTMENT and the CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this AGREEMENT.

#### **26.01 TITLES**

The headings or titles of SECTIONS of this AGREEMENT are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

#### **27.01 ACCESS TO RECORDS**

A. The CONSULTANT and subcontractors to the CONSULTANT if any, agree to maintain for inspection by the DEPARTMENT all books, documents, papers, accounting records and

other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

B. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the DEPARTMENT.

#### 28.01 ERRORS AND OMISSIONS

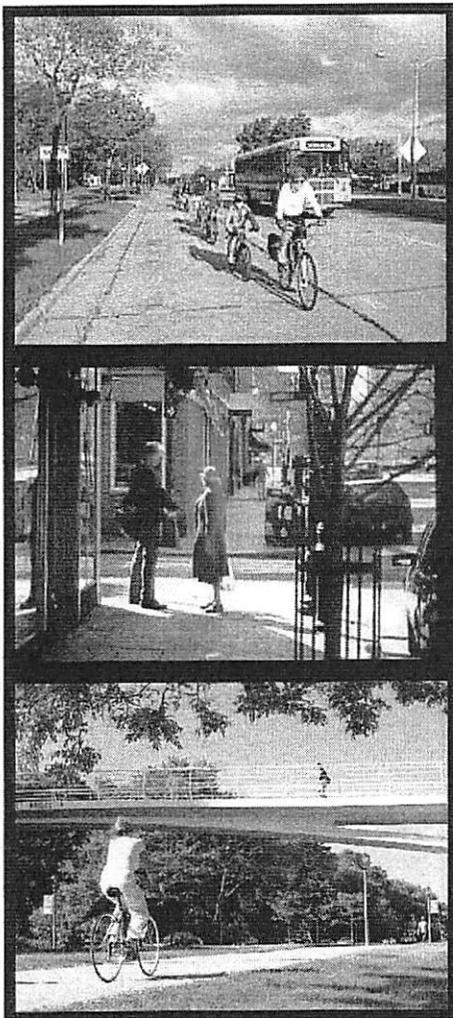
The CONSULTANT shall be responsible for the accuracy of the work performed by the CONSULTANT under the AGREEMENT, and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without additional compensation.

#### 29.01 CONFLICT OF INTEREST

A. The CONSULTANT warrants it has no public or private interest, and shall not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the AGREEMENT.

B. The CONSULTANT shall not employ any person employed by the DEPARTMENT for any work included under the provisions of the AGREEMENT.

## City of West Allis Bicycle and Pedestrian Master Plan Proposal





[www.bfw.org](http://www.bfw.org)

Jack Hirt  
Executive Director, Milwaukee

**Board of Directors**

Scott Arbit  
Recreational / Collector, Milwaukee

Ken Bates  
Recreational, Columbus

Jay Fern  
Urban, Madison

Bill Hauda  
Touring / Recreational, Spring Green

Amy Heart  
Commuting / Mountain, Stevens Point

Chris Kegel  
Commuting / Retail, Milwaukee

Dick Kendall  
Recreational / Commuting, Appleton

Laura Kreofsky  
Mountain / Recreational, Madison

Mark Madison  
Recreational, Oshkosh

Edith Merla  
Recreational, Fitchburg / Washburn

Michael Rewey  
Transportation / Touring / Infrastructure,  
Madison

Eric Schramm  
Commuting / Touring, Madison

Chick Veenstra  
Instructional / Racing, Racine

Edward Zappen  
Recreational / Legal, Wisconsin Rapids

106 East Doty Street · Suite 400 · Madison, Wisconsin 53703  
608/251-4456 · 608/251-4584 (fax) · [Info@bfw.org](mailto:Info@bfw.org) · [www.bfw.org](http://www.bfw.org)

1845 North Farwell Avenue · Suite 100 · Milwaukee, WI 53202  
414/271-9685 · 414/273-7293 (fax) · [mkeinfo@bfw.org](mailto:mkeinfo@bfw.org) · [www.bfw.org](http://www.bfw.org)

Bicycle Federation of Wisconsin  
1854 N Farwell Avenue, Suite 100  
Milwaukee, WI 53202

October 4th, 2007

Mr. John F. Stibal  
City Hall Room 220  
7525 W. Greenfield Ave  
West Allis, WI 53214

Re: City of West Allis Bicycle and Pedestrian Plan Proposal

Dear Mr. Stibal,

The Bicycle Federation of Wisconsin is pleased to submit a proposal for the City of West Allis's Bicycle and Pedestrian Master Plan.

The Bicycle Federation of Wisconsin is uniquely qualified to create an excellent Bicycle and Pedestrian Plan for the City of West Allis. The Bicycle Federation of WI (BFW) has extensive expertise in bicycle and pedestrian planning in Wisconsin. The BFW is currently completing bicycle plans for 3 communities in Wisconsin and has been awarded the contract to update the City of Milwaukee's Bicycle Master Plan. The BFW has completed multi-use trail infrastructure studies and bicycle plans including:

- Milwaukee On-Street Bikeway Feasibility Study
- Milwaukee Off-Street Bikeway Feasibility Study
- Village of Mount Pleasant Bicycle Master Plan

The BFW team will consist of Jack Hirt, Project Manager, with support from Jessica Wineberg and Greg Rybarczyk. With this team, the BFW brings bicycle user and facilities knowledge, expertise in bikeway and pedestrian planning and design, local access and knowledge, Geographic Information System expertise, hands-on experience with education and encouragement programs, and the ability to develop creative and innovative solutions to implement projects.

We look forward to the opportunity to work with you in completing this project and thank you for reviewing the BFW Proposal for the City of West Allis Bicycle and Pedestrian Plan. Please contact me with any further questions you may have.

Respectfully submitted,

Jack E. Hirt, Executive Director

Over the past several years, Milwaukee County communities have achieved substantial gains in the area of bicycle and pedestrian transportation. Bicycle and pedestrian planning is a key component of this success. These communities, such as West Allis, recognize that pathways, on-street bikeways, sidewalks, and parks and green space are critical components of a livable urban community. For West Allis a complete bikeway and walkway system can offer numerous benefits from air and water quality improvements, reduced dependency on automobiles, stronger community and neighborhood identity, recreation opportunities, and improved public health. A comprehensive system of on-street and off-street bikeways connected to key destinations will also serve pedestrians and help harness redevelopment and outside funding opportunities for the City of West Allis. Further, key state multiuse trail projects that run through West Allis are already being planned (such as the Hank Aaron State Trail Extension and the West Allis Cross Town Connector). The West Allis Bicycle and Pedestrian Master Plan can serve to guide these existing projects to ensure that they are designed to meet the local needs of the city as well as develop future projects and programs. Though short and long-term infrastructure and policy solutions, a Bicycle and Pedestrian Master Plan will help West Allis's decision makers achieve desired bicycle and pedestrian mode share goals.

To create an effective Bicycle and Pedestrian Master Plan for the City of West Allis the Bicycle Federation of WI (BFW) proposes to:

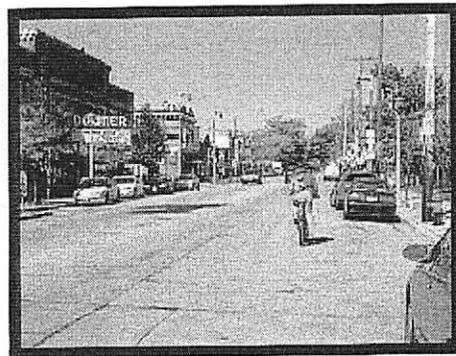
- **Inventory and Evaluate** the existing Bikeway Network – both on and off street
- **Inventory and Evaluate** the existing sidewalk and crosswalk ordinances and design standards
- **Enhance and Expand the City's Bikeway and Pedestrian Network**
- Recommend **"State-of-the-Art" Bicycle and Pedestrian Facilities** suited for West Allis
- Recommend **Bicycle Parking** and other end-of-trip facilities such as change facilities, lockers and showers
- **Improve Connectivity**, including pedestrian and bicycle access to transit, future trail corridors and key destinations
- Work to **Integrate any New Bikeways** into the update of the Milwaukee by Bike Map
- Recommend **Education and Outreach** strategies to reach pedestrians, cyclists and motorists
- Provide **Design Standards** that meet all national and



- local laws
- Recommend **Health and Wellness** marketing strategies
- **Enhance Safety** through infrastructure and law enforcement countermeasures
- **Analyze Spending**, both current and recommend levels for pedestrian and bicycle facilities, programs and maintenance
- Recommend **Funding Sources**
- Serve the needs of all West Allis's **Diverse Neighborhoods**

The Bicycle Federation of Wisconsin combines local knowledge with extensive planning expertise. The BFW is a statewide membership-based nonprofit bicycle education and advocacy organization that also does bicycle planning and mapping consulting. Our mission, to Make Wisconsin a Better Place to Bicycle, embraces the basic vision behind the organization; that bicycling is a viable, healthy and environmentally sustainable means of transportation, recreation and sport. We promote bicycling as an integral part of a balanced transportation system, a healthy and fun lifestyle, and a prosperous economy.

The Bicycle Federation has been making Southeast Wisconsin a better place to walk and bicycle for almost a decade through successful and diverse efforts. Projects from the Milwaukee office range from Education (Safe Routes to School education and planning work which supports both walking and biking) and Encouragement (Bike To Work Week, Bike-In Movie Series, Bike Racks on Buses Campaign) to Enforcement (coordinated with Milwaukee Police Department on school zone law enforcement) and Engineering/Facilities (Off-Street Bikeways Study, Milwaukee By Bike Map). The BFW is currently working on 3 Bicycle Plans for communities across the state and has completed many bicycle planning projects for the City of Milwaukee including the Bike Lane Design Guide, The Off-Street Bikeways Study, and the Bicycle Parking Plan. In addition BFW was recently awarded the contract to update the City of Milwaukee Bicycle Master Plan.



## Project Approach

Our approach will build upon any previous bicycle planning efforts undertaken by the City of West Allis and bring them up to date and augment them with national best practices, resulting in a high-quality product focused on implementation.

Prior to undertaking any project, we gain a thorough understanding of the project's context and issues, as well as the client's goals and objectives. We assign a project team with the strongest relevant project experience to complete the project at hand. We will develop a detailed work plan for the client's approval that includes all tasks to be completed, deliverables, project schedule, and project budget. The BFW team's approach to the project includes the following proposed tasks:

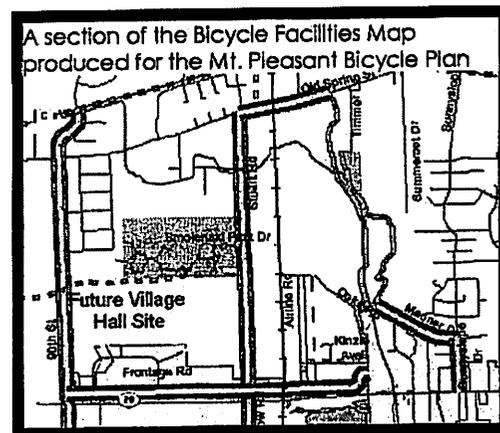
### Task 1: Comprehensive Public Outreach Strategy (70 hours)

The BFW Team will work with staff to form a Bicycle and Pedestrian Plan Steering Committee, conduct a series of public meetings for this project, and ensure that participants reflect the diversity of West Allis's population and many neighborhoods. At a minimum, the Steering

Committee should consist of representatives from the West Allis Public Works Department, Parks and Recreation, Police and Fire Departments, members of the bicycling public, neighborhood representatives and local school districts. Public members of the committee such as those from the bicycle community and schools will be solicited through BFW's local network and via public and school events. BFW will meet with the Steering Committee as needed to review progress and receive input on the draft and final report. Our strategy also integrates an online and print survey as well as Citywide and local neighborhood public workshops.

**Task 2: Existing Conditions (50 hours)**

Building on the previous planning efforts, BFW will review all previous pedestrian and bicycle planning documents as well as other relevant plans and policies. Combined with field surveys of the City, BFW will capture a snapshot of existing facilities, policies and planning. To ensure the project can be completed efficiently, the BFW team will rely on our staff's intimate familiarity with the City to update and evaluate the existing inventory of bikeway facilities. We will collect all GIS based information available from the City. We understand a key product of the background data collection is to identify bicycle deficiencies based upon existing and planned roadway conditions, including assessing opportunities for crossing major barriers. Reviewing local roadway standards and future roadway plans, combined with fieldwork, will be an extensive component of this phase of the master planning effort.



**Task 3: Needs Analysis (70 hours)**

Drawing on innovative national best practices, the BFW will gather and analyze data on existing bicycle usage and collisions as well as providing estimates and a benefit analysis of future usage and improvements. The BFW will determine key pedestrian and bicycle destinations and routes and make recommendations for improvements in these areas ensure that the proposed system meets the needs of all ages and abilities from every community and in every neighborhood. The pedestrian analysis will focus on commercial districts, school zones, and policy recommendations. The BFW will also integrate the results of the Safe Routes to School audits into the Bicycle and Pedestrian Plan.

**Task 4: Develop Design Guidelines (40 hours)**

Based on existing design guidelines at the City and State level, BFW will draw on national and international best practices to recommend changes and improvements to local design guidelines of pedestrian and bicycle facilities. BFW staff members have experience with state of the art bicycle facilities in Milwaukee and throughout the country.

**Task 5: Recommendations (60 hours)**

Drawing on the Existing Conditions data collection and guided by the Needs Analysis and Design Guidelines efforts, BFW will recommend pedestrian and bicycle facilities (on-street, off-street, signage and parking) and other roadway improvements, as well as programs (education, encouragement and enforcement) and policies. These recommendations will be presented in written and map form. Along with recommendations for specific programs,

BFW has unique experience in program implementation in the State of Wisconsin and has the ability to tailor them to the specific demographics of West Allis.

**Task 6: Implementation Plan (60 hours)**

This critical plan element will evaluate current spending and maintenance as well as make recommendations for future spending in the form of detailed cost estimates. To be as accurate as possible, cost estimates will be based on recently completed projects in the area to accurately reflect local labor and construction costs. Included in this task will be a summarized review of all possible federal and state funding sources with contacts.

**Task 7: Deliver Draft and Final Report Documents (90 hours)**

BFW will deliver high-quality draft and final reports using illustrative graphics and effective GIS-based mapping to communicate the vision for West Allis's bicycle and pedestrian network. Quality control staff will ensure the highest standards for report text and formatting. The final report will include the following:

<p><b>Chapter 1 - Introduction</b></p> <ul style="list-style-type: none"> <li>• Purpose of Plan</li> <li>• Plan Scope</li> <li>• Summary of Public Input</li> <li>• Methodology used</li> </ul> <p><b>Chapter 2 - The Importance and Relevance of Bicycling and Active Transportation</b></p> <ul style="list-style-type: none"> <li>• Social, Environmental, and Health Benefits</li> <li>• Transportation benefits</li> <li>• Economic Impact</li> </ul> <p><b>Chapter 3 - Existing Policies and Plans Related to Bicycling and Walking</b></p> <ul style="list-style-type: none"> <li>• Federal</li> <li>• State</li> <li>• County</li> <li>• Local</li> <li>• Recommended policy for the provision of walking and biking facilities</li> </ul> <p><b>Chapter 4 - Education and Safety</b></p> <ul style="list-style-type: none"> <li>• Wisconsin Bicycle Laws</li> <li>• Bicycle and Motorist Education</li> <li>• Encouragement Activities and Policies and Publicity Materials</li> <li>• Enforcement</li> </ul>	<p><b>Chapter 5 - Goals and Performance Measures</b></p> <ul style="list-style-type: none"> <li>• Set goals and objectives for overall vision</li> <li>• Recommended actions</li> <li>• Measures of Performance</li> </ul> <p><b>Chapter 6 - Recommended Facility Plan</b></p> <ul style="list-style-type: none"> <li>• Recommended On-Street Facilities (bicycle)</li> <li>• Recommended Off-Street Facilities (multi-use)</li> <li>• Map of proposed Bicycle Network</li> <li>• Construction and Maintenance Costs</li> <li>• Design Guidelines and Signage</li> <li>• Funding Sources</li> </ul> <p><b>Chapter 7 - Conclusion</b></p> <ul style="list-style-type: none"> <li>• Priority of Construction</li> <li>• Concluding Vision</li> </ul> <p><b>Appendix</b></p> <ul style="list-style-type: none"> <li>• Additional Resources</li> <li>• Public Input Meeting Notes</li> <li>• Pavement Marking Cost Estimate</li> <li>• Bicycle Taskforce By-Law Example</li> <li>• Summary of Wisconsin Bicycle Laws</li> </ul>
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The cost for the tasks and deliverables outlined above is \$19934.00. The final report will be delivered no later than 5 months after contract signing. This fee includes all labor, travel, and printing costs.

**City of West Allis Bicycle and Pedestrian Master Plan Costs**

<b>Labor</b>	<b>Rate</b>	<b>Unit of Measure</b>	<b>Cost</b>
Project Manager	\$60/hour	100 Hours	\$6,000
Planner 1	\$40/hour	170 Hours	\$6,800
Planner 2	\$40/hour	170 Hours	\$6,800
<b>Expenses</b>			
Travel	\$0.40/mile	60 miles	\$24
Large Scale Maps	\$10/map	6 maps	\$60
Bound Final Reports	\$25	10 reports	\$250
<b>Total</b>			<b>\$19,934</b>

**Organizational Capabilities**

The Bicycle Federation of Wisconsin offers a unique blend of planning and technical knowledge that will result in an effective plan focused on implementation. Our staff have specialized expertise in bicycle facilities and needs analysis, traffic calming, access to transit and non-motorized data collection/analysis.

The project will be led out of BFW's Milwaukee office, with Executive Director Jack Hirt serving as project manager. He will be responsible for project tasks, deliverables, and meeting the project schedule. Throughout the process, BFW's project manager will be in regular contact with City of West Allis staff to keep them apprised of the project effort and to seek their input at key decision points. In addition, BFW will produce detailed meeting minutes that summarize the discussion items and will include a list of follow-up tasks and the responsible party for each task.

**Bicycle Federation of Wisconsin Staff Profiles**

**Jack Hirt MS, Executive Director**, will serve as the Project Manager. Jack has managed four bicycle plan projects, authored the Crash Mapping Study, co-authored the Off-Street Bikeways Study and Bicycle Parking Plan for the City of Milwaukee, and created the City of Milwaukee Bicycle Map. He has extensive Geographic Information Systems experience and is an avid bicycle racer and a Certified League Cycling Instructor.

**Greg Rybarczyk MS, Lead Planner**, will focus on bicycle planning, cartography, and GIS analysis. Greg is pursuing a PhD in Geography at the University of Wisconsin of Milwaukee (UWM), where his current research entails bicycle forecasting methodologies using GIS. For the last 4 years his research has focused on bicycle issues such as bicycle crash prediction, bicycle crash typology, and predicting bicycle traffic based on urban morphology. Greg has presented on bicycle related topics at the conferences of both the Association of Pedestrian and Bicycle Professionals and Association of American Geographers.

**Jessica Wineberg BA, Project Coordinator**, manages the BFW Safe Routes to School

## References

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Dave Schlabowske  
City of Milwaukee Bicycle  
and Pedestrian Coordinator  
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(414) 286-3144  
dschia@mpw.net

**DEPARTMENT OF DEVELOPMENT  
OF THE CITY OF WEST ALLIS**

**INSURANCE REQUIREMENTS FOR CONSULTANTS**

**A. INSURANCE REQUIRED.**

Consultants shall purchase and maintain for the duration of the contract as required by the City or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Consultant. Some contracts may require Completed Operations, Professional Liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the City; those which exceed \$10,000 must be declared to and approved by the City. City may require a review of the latest audited financial statements of the Consultant. At the option of the City, neither the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of West Allis, their officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the City. City reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages shall be subject to all of the insurance requirements that are applicable to the Consultant. No subcontractor shall be permitted to commence work until all required coverages have been obtained and certificates and endorsements thereof are filed with the City.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be born by the general Consultant and not the City. Failure to maintain the required insurance may result in termination of this Contract at the option of the City.

**B. GENERAL ENDORSEMENTS.**

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:

1. Occurrence Based Policies. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Contract, the City does not represent or warrant that coverage and limits will be adequate to protect the Consultant, subcontractor, their agents or any project engineer.
3. Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Cancellation. The policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after at least thirty (30) days prior written notice has been given to the City.
5. Additional Insureds. The City of West Allis, their officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the Consultant's liability insurance policies which insures the City up to the required limits. Additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO Endorsement Form approved by the City and executed by duly authorized agents of said carrier.
6. Primary Insurance. Consultant's insurance shall provide primary insurance to the City, to the exclusion of any other insurance or self-insurance programs the City may carry. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
7. Waiver of Subrogation. Consultant waives all rights against the City of West Allis, their officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the Consultant is required to carry pursuant to this Contract.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the City.

9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
10. Indemnification. The policies shall contain an acknowledgement by the underwriters that the Consultant shall indemnify and save harmless the City of West Allis against any and all claims resulting from the wrongful or negligent acts or omissions of the Consultant or other parties acting on its behalf under the Contract; and that the hold harmless assumption on the part of the Consultant shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

C. MINIMUM LIMITS AND OTHER PROVISIONS.

1. WORKER'S COMPENSATION INSURANCE.

Workers Compensation Insurance:

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subcontractors and materialmen shall furnish to the Consultant and the City certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the Consultant.

2. GENERAL LIABILITY INSURANCE.

a. Coverage. Coverages must include, but are not limited to the following:

"Occurrence" Coverage Form must be as broad as 1988 "Commercial General Liability" (form CG 00 01) and include the following:

Premises and Operations

Products and Completed Operations, applicable for at least one year following acceptance of the work

Personal Injury with Employment Exclusion deleted

Unlicensed Mobile Equipment

Explosion, Collapse and Underground Hazard Coverages

Blanket Contractual (Independent Consultant's Protective)

Broad Form Property Damage  
Contingent Coverage for Subcontractors

Care, Custody and Control Coverages for City Owned or Purchased  
Materials at the Work Site

b. Minimum Limits of Liability:

Per Occurrence Limit:	\$1,000,000
Policy Aggregate:	\$2,000,000
Personal Injury Limit:	\$1,000,000
Fire Damage Limit:	\$ 50,000
Medical Expense Limit:	\$ 5,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

a. Coverage. Coverage must be as broad as CA 00 01 Ed. 1992) -  
Occurrence Form Code No. 1, "any auto".

Comprehensive Coverage for all Owned, Non-Owned or Hired Motor  
Vehicles driven by the employees of the Consultant or Subcontractors,  
including vehicles and equipment owned by the City if used exclusively for  
the project.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

Transportation by insured vehicles of pollutants, or toxic wastes (as  
determined by the EPA) shall require a minimum of the Pollution Liability  
Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90)  
to address damages and clean-up costs.

b. Minimum Limits of Liability:

Minimum Limits are the same as specifications for General Liability  
Insurance.

4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

a. Coverage. Standard form; coverage provided on a claims-made  
basis with at least one year extended reporting period; to include all liability  
assumed by the Consultant for the Project.

b. Minimum Limits of Liability:

Minimum \$1 Million (project specific).

H/Insurance Instr-Consultants  
Revised

**CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
WORK ORDER**

TO: **BICYCLE FEDERATION OF WISCONSIN**

DATE: 4-28, 2008

PROJECT: **Bicycle and Pedestrian Master Plan**

SUBJECT: **Planning Services**

In accordance with Resolution No. R-2008-0052 and the Agreement for Professional Services dated as of 4-28, 2008 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated October 8, 2007.

Estimate: \$ 19,934.00

Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefor shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Work Order is subject to approval and acceptance pursuant to the Agreement.

Issued:

Received and Approved:

DEPARTMENT OF DEVELOPMENT

BICYCLE FEDERATION OF WISCONSIN

By: John F. Stelzel

By: Jack E. Hill

Title: Director

Title: Executive Director

Date: 5-2-08

Date: 4-28-2008

ATTACHMENTS:

Scope of Services

Approved as to form this  
28 day of April, 2008.

Scott Post  
City Attorney

COMPTRROLLER'S CERTIFICATE

Countersigned this 29 day of April, 2008  
and I certify that the necessary funds have been  
provided to pay the liability that may be  
incurred by the City of West Allis under this  
Contract.

Gary Schmid  
Gary Schmid, Manager of Finance/Comptroller