



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2013-0041**

**Final Action:**

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

FEB 19 2013

Resolution relative to accepting the proposal of R.A. Smith National, Inc. for providing Engineering Consulting Services for a total sum not to exceed \$9,800.00.

WHEREAS, The West Allis Engineering Department has utilized the consulting services of RA Smith National, Inc. for Engineering Consulting Services in the past, and

WHEREAS, the City is under a tight time restraint to complete this work due to the ongoing construction of the Greenfield Avenue bridge which is generating a substantial amount of detour traffic along National Avenue, and

WHEREAS, The Wisconsin Department of Transportation and West Allis Fire Department have identified W. National Avenue and S. 84th Street both as priority emergency response routes requiring the immediate installation of Emergency Vehicle Response (EVP) equipment at traffic signals along these routes, and

WHEREAS, the Wisconsin Department of Transportation will provide the necessary Emergency Vehicle Response (EVP) equipment to the West Allis Department of Public Works at no cost, and

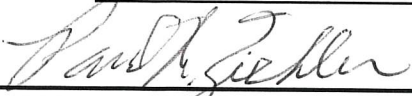
WHEREAS, The City of West Allis has prepared plans to develop a Skate Park at this same intersection of W. National Avenue and S. 84th Street in the very near future necessitating the immediate improvement of vehicle and pedestrian use at this intersection, and


NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated February 15, 2013 submitted by R.A. Smith National, Inc. for furnishing Engineering Consulting Services for the redesign of the traffic signal system to include Emergency Vehicle Preemption (EVP) and pedestrian phasing at W. National Ave. and S. 84th St. for an amount not to exceed \$9,800.00 be and is hereby accepted.

BE IT FURTHER RESOLVED, that funding for this proposal comes from the Wisconsin Department of Transportation Zoo Interchange Traffic Mitigation Funds being provided to the City of West Allis for signal timing and equipment improvements and for pedestrian and crosswalk improvements.

BE IT FURTHER RESOLVED, that the Director of Public Works/City Engineer be and is hereby authorized to enter into an agreement for engineering services with R. A. Smith and the Purchasing/Central Services Division be and is hereby authorized to issue a purchase order for the

aforementioned services.

ADOPTED FEB 19 2013  
  
Paul M. Ziebler, City Admin. Officer, Clerk/Treas.

APPROVED 2/21/13  
  
Dan Devine, Mayor

CITY OF WEST ALLIS  
AGREEMENT FOR  
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the CITY OF WEST ALLIS, Wisconsin, a municipal corporation (the "City") and RA SMITH NATIONAL, INC. (the "Consultant").

WHEREAS, the City has solicited proposals from qualified persons to furnish professional design services for the S. 84<sup>th</sup> Street and W. National Avenue Traffic Signal Improvements (the "Project"); and,

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

WHEREAS, the City has been authorized 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 City 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 City and the Consultant have executed this Agreement together with the attachments, which are made a part hereof.

RA SMITH NATIONAL, INC.

CITY OF WEST ALLIS, WISCONSIN

By: Steven R. Berg  
Steven R. Berg, P.E.  
Title: Director of Transportation  
Date: 2/22/13

By: [Signature]  
Title: DPS / City Engineer  
Date: 3/8/2013

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

Approved as to form this 5 day of March  
February, 2013.

[Signature]  
City Attorney


CITY OF WEST ALLIS  
WORK ORDER

TO: RA SMITH NATIONAL, INC.  
DATE: February \_\_, 2013  
PROJECT: S. 84<sup>TH</sup> STREET AND W. NATIONAL AVENUE TRAFFIC SIGNAL  
IMPROVEMENTS  
SUBJECT: Design Services

In accordance with Resolution No. 2013-0041 and the Agreement for Professional Services dated as of February \_\_, 2013 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated February 15, 2013.  
Estimate: \$ 8,500.00  
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:  
CITY OF WEST ALLIS  
By:   
Title: DPO / City Engineer  
Date: 3/8/2013

Received and Approved:  
RA SMITH NATIONAL, INC.  
By: Steven R. Berg  
Steven R. Berg, P.E.  
Title: Director of Transportation  
Date: 2/22/12

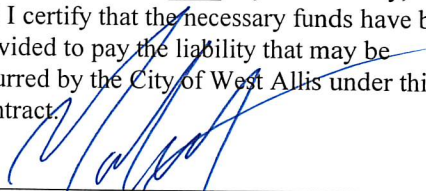
ATTACHMENTS:  
Scope of Services

Approved as to form this  
5 day of February, 2013.

  
City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this \_\_\_ day of February, 2013  
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.

  
Mark Wyss, Manager of Finance/Comptroller



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

CONSULTANT: RA SMITH NATIONAL, INC.

PROJECT: S. 84<sup>TH</sup> STREET AND W. NATIONAL AVENUE INTERSECTION TRAFFIC SIGNAL IMPROVEMENTS

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 a lump sum basis based on the 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 Eight Thousand Five Hundred Dollars (\$8,500).

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 on a percent complete basis 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 0% of the Work Order for the first week and 0% 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 and 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.

February 15, 2013

Mr. Peter Daniels  
City of West Allis Engineering Department  
City Hall, Room 212  
7525 W. Greenfield Avenue  
West Allis, WI 53214

Dear Mr. Daniels:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Project Understanding/Scope of Services, the Completion Schedule, and the Professional Fees.

- I. PROJECT NAME: Traffic Signal Design Modifications at S. 84<sup>th</sup> Street & W. National Avenue
- II. PROJECT UNDERSTANDING/SCOPE OF SERVICES:

Project Understanding

As part of the City's traffic mitigation efforts along alternate routes for the upcoming Zoo Interchange reconstruction, traffic signal upgrades are being evaluated at the S. 84<sup>th</sup> Street intersection with W. National Avenue. Upgrades include modified traffic signal phasing and new traffic signal equipment to accommodate expected traffic during and after the reconstruction project.

Scope of Services

The following tasks will be conducted by R.A. Smith National, Inc. as part of the project:

Sight Distance Evaluation

- Evaluate and document available sight distance for proposed right-turn signal heads accommodating right-turn movements from northbound 84<sup>th</sup> Street to eastbound National Avenue and southbound 84<sup>th</sup> Street to westbound National Avenue
- Compare available sight distance to MUTCD (2009) guidance in Table 4D-2
- Provide sight distance photos illustrating proposed traffic signal pole locations to accommodate signalized right-turn movements from northbound and southbound 84<sup>th</sup> Street
- Provide recommendation on implementing northbound and southbound right-turn signal heads

Video Detection Feasibility

- Evaluate intersection for video detection installation, including sight distance and camera locations
- Provide a cost estimate for purchasing equipment

Deliver excellence, vision, and responsive service to our clients.

#### Traffic Signal Operations

- Review existing traffic signal plans and proposed traffic operations at 84<sup>th</sup> & National
- Field observation of existing conditions with detour traffic during AM and PM peak periods and compare to Synchro model results
- Verify feasibility of new traffic signal cabinet construction with proposed operations with cabinet vendor

#### Traffic Signal Design – Existing Traffic Signal Equipment

- Evaluate and recommend EVP detector locations
- Provide the following deliverables for traffic signal equipment installation:
  - Traffic signal plan – includes new conduit and EVP detector locations
  - Sequence of operations
  - Miscellaneous quantities
  - Traffic signal cable routing (EVP detector cable only)
- Provide EVP timings for each existing controller

If it is determined that a traffic signal controller and/or cabinet change is necessary, the following tasks will be completed to accommodate future traffic signal operations:

#### Traffic Signal Design – Detour Operations

- Provide the following deliverables for traffic signal equipment installation:
  - Traffic signal plan – includes new conduit, cabinet, controller, traffic signal cable, right-turn traffic signal poles/heads, and pedestrian signal poles/heads
  - Sequence of operations
  - Miscellaneous quantities
  - Traffic signal cable routing (Note: traffic signal cable routing plan will follow standard WisDOT cable routing methods from traffic signal cabinet to each signal base, unless otherwise specified).
- Provide updated traffic signal timing plan, including Emergency Vehicle Preemption (EVP)

#### Traffic Signal Design – Post-Detour Operations

- Provide the following deliverables for traffic signal equipment installation:
  - Traffic signal plan (if modifications from “detour operations” plan are required)
  - Sequence of operations
  - Miscellaneous quantities (if modifications from “detour operations” plan are required)

- Traffic signal cable routing (Note: traffic signal cable routing plan will follow standard WisDOT cable routing methods from traffic signal cabinet to each signal base, unless otherwise specified).
- Provide updated traffic signal timing plan, including Emergency Vehicle Preemption (EVP)

Meetings

- Attend one meeting with the City to discuss plan comments
- Attend one field meeting with traffic signal equipment vendor and City to discuss EVP operation

III. COMPLETION SCHEDULE:

The anticipated completion schedule and deliverables for the project are as follows:

- Sight distance evaluation – March 1, 2013
- Video detection feasibility & cost estimate – March 8, 2013
- Preliminary plan set – March 15, 2013
  - Traffic signal and intersection lighting plans
  - Sequence of operations
  - Miscellaneous quantities
  - Traffic signal cable routing
  - Traffic signal timings
- Final plan set – March 22, 2013
  - Includes updates to the preliminary plans based on City comments
  - Electronic CAD (Microstation) files

Please note that all deliverable dates listed above are contingent upon receiving authorization to proceed no later than February 22, 2013.

IV. SERVICES NOT INCLUDED

The City informed us that the traffic signal modifications will be completed by the Department of Public Works. Therefore, the following contractor deliverables have not been included in this scope of services:

- Standard detail drawings
- Specifications
- Engineer's estimate

It is not anticipated that the intersection will require temporary signals during construction. Therefore, temporary traffic signal designs have not been included in this scope of services.

Modifications to roadway lighting not powered through the traffic signal cabinet, other than relocation of existing luminaires, are not included in this scope of services.

IV. PROFESSIONAL FEES:

The fee schedule for tasks outlined in this scope of services is listed below. To accommodate the City's needs, two design options are proposed. Individual services are noted within each option. If it is determined that a specific service is not needed, individual tasks may be selected by the City from either option.



Option 1 – Existing traffic conditions and future traffic signal operations

- Sight distance evaluation: \$1,500
- Video detection feasibility: \$500
- Traffic signal operations: \$1,500
- Traffic signal design / signal timing (existing traffic signal equipment with EVP): \$2,500

Total fee for all services included in Option 1 are actual costs not to exceed \$6,000.

Option 2 – Future traffic signal design modifications

If it is determined that a traffic signal sequence and controller/cabinet change will be needed with the project, the following services will be included in Option 2:

- Sight distance evaluation: \$1,500
- Video detection feasibility: \$500
- Traffic signal operations: \$1,500
- Traffic signal design / signal timing (detour operations): \$5,000
- Traffic signal design / signal timing (post-detour operations): \$5,000

Total fee for all services included in Option 2 are actual costs not to exceed \$13,500.

Due to the age and complexity of the traffic signal hardware at the intersection, traffic signal equipment vendor (Tapco) has offered to provide field equipment installation support and traffic signal controller programming assistance. If requested by the City, this service will be directly billed to the City as an additional fee. Tapco has provided us with an estimated cost not to exceed \$600 for this work.

The attached Standard General Contract Terms for Professional Services are hereby made part of this agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return one copy to our office. We look forward to a very successful project!

Sincerely,  
R.A. Smith National, Inc.



Patrick E. Hawley, P.E., PTOE  
Project Manager

**STANDARD HOURLY RATE SCHEDULE  
2013**

**ENGINEERING SERVICES****PER HOUR**

Principal-In-Charge.....	\$192
Division Director.....	\$167
Senior Project Consultant.....	\$152
Senior Project Manager.....	\$137
Project Manager.....	\$125
Senior Project Engineer.....	\$125
Project Engineer.....	\$118
Civil Engineer.....	\$ 82 - \$112
Engineering Technician.....	\$ 60 - \$108
Planner.....	\$ 88 - \$103
Landscape Architect.....	\$133
Landscape Technician.....	\$ 94
Irrigation Designer.....	\$126
Ecologist.....	\$ 94 - \$113

**SURVEYING SERVICES**

Survey Director.....	\$137
Senior Project Manager.....	\$125
Project Manager.....	\$112
2-Member Field Crew GPS/Robotics.....	\$166
Field Person GPS/Robotics.....	\$119
GPS Equipment.....	\$ 26
Project Surveyor.....	\$ 96
Survey Technician.....	\$ 67 - \$ 91
3D Laser Scan Project Manager.....	\$ 96
3D Laser Scan Technician.....	\$ 84
2-Member Field Crew w/Scanner.....	\$259
3-Member Field Crew w/Scanner.....	\$336

**CONSTRUCTION SERVICES**

Construction Services Manager.....	\$131
Construction Technician.....	\$ 70 - \$114

**GIS & VISUALIZATION SERVICES**

GIS Project Manager.....	\$109 - \$123
GIS Technician.....	\$ 56 - \$ 97
Visualization Services Manager.....	\$105
Visualization Technician.....	\$ 88 - \$ 99

**IT & ADMINISTRATIVE SERVICES**

Computer Services.....	\$142
Grants Specialist.....	\$ 97
Project Technician.....	\$ 67
Litigation/Expert Witness.....	\$216 - \$234

## 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 negligent acts of 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, its officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

RA Smith National has a \$150,000 deductible.

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 insurer shall give the Director of Public Works/City Engineer at least thirty (30) days prior written notice of any suspension or cancellation of the policy, or any reduction in coverage or in limits. A ten (10) day notice of cancellation shall apply for nonpayment of premium. In addition, the Contractor shall immediately notify the Director of Public Works/City Engineer whenever it receives notice from the insurer that the policy has been cancelled or suspended or there has been a reduction in coverage or limits. Cancellation or suspension of the policy or reduction in coverage or limits shall constitute a material breach and is grounds for immediate termination of the Contract. Upon notice to the Contractor by the City upon the City's learning of said breach, the Contractor shall immediately cease all Work on the Project.
5. Additional Insureds. The City, its officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the Contractor's General Liability insurance policy which insures the City up to the required limits. Additional insured status shall be endorsed onto the 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 and 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 and 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.

5. UMBRELLA LIABILITY

a. Five million (\$5,000,000) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.