



CONSULTING SERVICES AGREEMENT

Client: City of West Allis	Project Name: ("Project") City of West Allis - Utility Inspection
Address: 7525 W Greenfield Ave, Milwaukee, WI 53214	Project Location: S 95th St to S 108th St West Allis, WI 53214
Telephone: (414) 302-8360	
Client Contact: Traci Gengler	Consultant PM: Brad Bacilek
Client Job No.: _____	Consultant Job No.: PP02-261031.00

This agreement ("Agreement") is made by and between City of West Allis ("Client") and Alfred Benesch & Company ("Consultant") (singularly, each may be referred to as "Party," and collectively, as "Parties") on 05/20/2026 ("Effective Date"), for certain professional consulting services requested by Client in connection with the Project as specified herein. Consultant agrees to provide Client with the services ("Services") more specifically described as follows (or shown in Attachment A):

Services Description

The General Terms and Conditions and the following Attachments are hereby made a part of this Agreement:

Attachment A: Scope of Services and Fee Estimate

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all Attachments thereto. Client further agrees to pay Consultant for the Services in accordance with the Method of Payment selected below:

X By Time and Materials not to exceed: \$122,456.00 and invoice using Attachment B – Schedule of Unit Rates.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the Effective Date:

BY: Melinda K. Dejewski
CITY OF WEST ALLIS
AUTHORIZED REPRESENTATIVE
PRINT NAME: Melinda K. Dejewski, PE
TITLE: City Engineer
DATE: 5/20/2026

BY: [Signature]
ALFRED BENESCH & COMPANY
AUTHORIZED REPRESENTATIVE
PRINT NAME: Daniel R. Grosser
TITLE: Wis DM Benesch
DATE: 5/20/26

BENESCH OFFICE: Milwaukee, WI
ADDRESS: 247 W. Freshwater Way, Suite 650 Milwaukee, WI 53204

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 Scope of Services and Fees

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by Consultant shall not be exceeded unless authorized in writing by Client. The intent of the Scope of Services is to identify the Services to be provided by Consultant; provided, however, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

2.2 Payment for Consultant's Services

2.2.1 Payment

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

2.2.2 Chargeable Time

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the Services Consultant is to perform; Laboratory Tests and related reports necessary for the Services Consultant is to perform, either by Consultant or by an outside service for Consultant; Special Equipment expenses including the costs of Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the Services; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all Services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend the Services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of the Services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The hourly rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

3.2 Abandonment of Services

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of

the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

3.3.2 Termination for Convenience

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

3.4 Payment for Services Upon Abandonment or Agreement Termination

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

3.5 Liability for Incomplete Documents

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's property and the conduct of its employees thereon.

4.1.3 Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible

for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided

herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Consultant hereby affirms its support of anti-discrimination and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex, sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants when making decisions regarding employment of qualified individuals and without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including

EEO-1 and VETS-100 reports.

4.4.3 Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

4.4.4 Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

4.5.3 Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by

Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.5.4 Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

4.7 Opinions of Costs, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant

any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

5.4.1 Professional Liability

Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

5.4.2 General Liability

Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

5.4.3 Limitation of Liability

Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or

certified mail addressed to the signing Party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

6.6 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.7 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

S.1 Location of Underground Utilities

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Attachment A: Scope of Services and Fee Estimate



CITY UTILITY CONSTRUCTION OVERSIGHT
& ENGINEERING SERVICES

NATIONAL AVE. (S. 95TH TO S. 108TH ST.)

WISDOT PROJECT 2410-15-71

City of West Allis



MAY 5, 2026

May 5, 2026

Traci Gengler
Senior Principal Engineer
7525 W. Greenfield Ave.
West Allis, WI 53214

RE: **City of West Allis - National Ave. (S. 95th to S. 108th St.), WisDOT Project 2410-15-71**

Dear Ms. Gengler,

Bringing a fully qualified construction team of experts, the Benesch Team is committed to completing this project on time and within budget for the City. In addition, we bring the following benefits to this project:

- ✓ **Familiarity with the Area and Similar Projects:** Benesch has experience in similar work, including construction management for the Lake Drive STH 32 Reconstruction Project in the City of Milwaukee and the Village of Shorewood. This experience has provided valuable knowledge and insights, allowing Benesch to address complex site conditions, utility conflicts and impacts to adjacent properties with proven solutions.
- ✓ **Sewer Inspection Experts:** Benesch brings industry leading expertise in sewer inspection, proven by successful delivery of the Oakland Avenue and Lake Drive reconstruction projects. On both projects, Benesch managed complex urban environments, maintained business and residential access and provided thorough documentation and stakeholder communication. This track record demonstrates Benesch's ability to deliver high-quality sewer inspection and construction management on challenging infrastructure projects.
- ✓ **Coordination with the Contractor:** Benesch drives project success by collaborating closely with the contractor, communicating proactively, coordinating detailed schedules and resolving challenges in real time. By partnering at every stage, Benesch will minimize disruptions and deliver high-quality results that meets the City of West Allis and stakeholder expectations.

Thank you for taking the time to review our qualifications. If you have any questions regarding our submittal, please contact me any time at 414-308-1328 or by email at dgrasser@benesch.com

Sincerely,



Daniel Grassner, PE
Wisconsin Division Manager
Senior Vice President

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OUR FIRM

At Benesch, we are dedicated to enhancing infrastructure and communities nationwide. Our work spans roads, bridges, schools, parks, and airports. Through innovative planning, engineering, and design, we create impactful spaces and connections, striving to innovate beyond traditional methods.

Since our founding in 1946, Benesch has evolved into a firm that balances responsiveness with robust capabilities. Recognized among the Top 500 Design Firms by Engineering News-Record, our services cover everything from planning and feasibility studies to construction management. We have designed complex highway interchanges, commuter railway systems, and major river bridges, inspected thousands of bridges, and overseen numerous infrastructure renovations.

OUR EXPERIENCE // We tackle engineering challenges by delivering quality and value through a team approach led by senior staff, ensuring thorough and practical solutions within budget.

MUNICIPAL ENGINEERING // Our Milwaukee office's extensive municipal experience equips us to address local agency issues effectively. We work closely with municipal personnel and consultants to provide safe, top-quality services for local communities.

VALUE ENGINEERING // Benesch leads in value engineering with certified specialists and extensive training. This discipline goes beyond cost-cutting, identifying essential project needs and delivering outstanding results.

WHAT WE DO



Transportation

Aviation | Bridges | Railroads | Roads | Transit



Community Development

Civil/Site | Planning | Facilities | Parks & Recreation



Environmental & Water

NEPA | Potable Water | Stormwater | Wastewater



50 OFFICES
ACROSS **21** STATES

35 WISCONSIN
PROFESSIONALS

3 OFFICES
MILWAUKEE,
MADISON & NEENAH



1,200+
BENESCH
PROFESSIONALS

OFFICE LOCATIONS



BENESCH ON THE MAP // We routinely tap into our firm's high-level expertise to solve project challenges for clients across the country. Each of our offices benefit from the wealth of engineering, design and planning resources of the combined Benesch Team. Through proactive knowledge sharing, state-of-the-art communications technology and work sharing, we turn our nationwide capacity and expertise into high-value solutions for local infrastructure challenges.

FIRM CONTACTS

Benesch
247 W. Freshwater Way,
Suite 650
Milwaukee, WI 53204
www.benesch.com

Division Manager
Daniel Grasser, PE
P 414.343.6214
E dgrasser@benesch.com



PROJECT UNDERSTANDING AND APPROACH

The City of West Allis is a vibrant, hard-working community known for hosting the State Fair and the Milwaukee Mile. Positioned between Milwaukee and Greenfield, the City benefits from strong regional connections. National Avenue, a key corridor for motorists, pedestrians and bicyclists, links South 108th Street to South 95th Street and serves both commercial and residential areas. Benesch is collaborating with the City to manage the reconstruction of this section of National Avenue during the 2026 and 2027 construction seasons.

Benesch recognizes that the selected consultant will supervise, coordinate, inspect and document the sewer and water facilities for this project in accordance with City of West Allis standards, the Standard Specifications for Sewer & Water Construction in Wisconsin, WisDOT Standard Specifications for Highway and Structure Construction, WisDOT Facilities Development Manual and the WisDOT Construction and Materials Manual.

Pre-Construction Phase

This initial phase shapes the approach to evaluating the contractor's schedule, establishing communication with all affected agencies and businesses and verifying current site conditions relevant to the upcoming work.

Key plan review elements include:

- Reviewing business access details and initiating coordination with affected businesses
- Assessing project staging for major activities (such as water main, storm sewer) and maintaining traffic flow for vehicles and pedestrians
- Reviewing material submittals
- Identifying potential environmental concerns
- Checking plan sheets against miscellaneous quantity sheets for discrepancies
- Before construction begins, **Project Manager, Brad Bacilek, PE** will become familiar with the job site and conduct a thorough review to confirm that site conditions are accurately reflected in project documents. Any physical constraints or unusual site or traffic conditions will be identified in advance. Mr. Bacilek will also document the site with video and photographs, including drone footage, prior to construction.

During this phase, Mr. Bacilek will incorporate sanitary sewer and water main construction into the project's document control system, including quantity tracking, the project diary, submittal register, field photo logs and relevant

checklists from the WisDOT Critical Inspection Manual. The project team will conduct a pre-construction meeting before work begins on National Avenue, including sanitary sewer and water main construction. Public Involvement Specialist, **Eric Miller** will host a public information meeting to initiate ongoing communication with business owners and the community.

Construction Phase

Once construction starts, Mr. Bacilek will coordinate and lead weekly progress meetings, providing minutes to all parties and the City. These meetings will cover the contractor's schedule, completed work, submittal status, traffic impacts, stakeholder concerns and any outstanding issues.

PROVEN SUCCESS ON PREVIOUS URBAN SEWER AND WATER REPLACEMENT PROJECTS



Benesch's experience managing construction on the **Lake Drive Reconstruction** project for the **City of Milwaukee**, the **Lake Drive Reconstruction** project for the **Village of Shorewood**, as well as the **Oakland Avenue** project in Shorewood, has highlighted key inspection and coordination priorities. Effective traffic staging to maintain access to local businesses is essential to minimize

disruptions. This process starts with clear communication and setting accurate expectations with stakeholders. Another focus is thorough documentation of existing infrastructure conditions that will be integrated into the project.

These projects involved numerous businesses and residential properties, including multi-unit apartments, requiring creative staging techniques to limit disruptions. During sanitary sewer and water main replacements, the project team coordinated contractor activities to communicate service interruptions and reduce impacts on local stakeholders. Additional project details can be found on **pages 7, 8 and 9** of the proposal.

Mr. Bacilek will maintain a real-time electronic as-built record using survey data, especially for infrastructure improvements such as water main, sanitary sewer installations and private service laterals. As replacements are performed, photographs and GPS data will be collected and filed with project records.

Municipal utility service replacements may be performed at night to minimize traffic impacts. The team will remain flexible to oversee these activities according to the contractor's schedule. To provide experienced inspection coverage, Benesch will partner with **MSA Professional Services**. Real-time cost accounting will be maintained, with daily quantity tracking and weekly communication to the City. Change orders will be analyzed, processed promptly if approved and cost impacts will be communicated to the City as soon as they are identified. Payment estimates will be recommended and processed promptly.

Effective communication is central to project management. The project team will respond promptly to questions from the City, WisDOT, the contractor and stakeholders. Mr. Miller will manage public outreach, preparing project updates and additional communications as needed when work affects business and residential sewer and water services.

Inspection during construction will confirm that all work complies with contract documents, plans, specifications, Standards for Sewer & Water Construction in Wisconsin and all applicable WisDOT standards. Removal, trenching and grading will be monitored to maintain proper drainage and compact material to minimize water infiltration. Traffic control plans will be reviewed before work begins along National Avenue and at all intersections and business access points. Materials testing requirements will be tracked, monitored and coordinated with the contractor throughout construction.

Post Construction

At the end of construction, final measurements and calculations for all pay items will be completed. Final quantities will be reviewed with the contractor and any discrepancies addressed. All documentation will be cataloged for easy access, contract as-built plans will be prepared and submitted to the City and Mr. Bacilek will document final conditions with video and photographs for the City.



North Lake Drive, City of Milwaukee, CM

WisDOT



Background: Lake Drive is a highly traveled residential corridor that services commuters in north Milwaukee and the north shore and is a multimodal street with high volumes of pedestrian and bicycle traffic. This road is also part of the Lake Michigan Circle Tour utilized by tourists in the summer traversing the lake through Wisconsin, Michigan, Indiana and Illinois. The new design of this one mile section at the north edge of the City of Milwaukee incorporates traffic calming, protected bike lanes, street parking and improves accessible pedestrian access.

Scope: Benesch is leading the construction management for the Lake Drive reconstruction from Newberry Boulevard to Edgewood Ave including construction of new water valve boxes, reinforced concrete pavement, protected bike lanes, pedestrian refuge islands, street lighting and traffic signal replacement. The infrastructure improvements include adjusting water facilities, and new storm sewer laterals and catch basins. A key to the success of the project is communication with residents, key stakeholders, and local officials to minimize impacts to residential access. A major focus for the project team is ensuring the safety of pedestrians on this highly utilized corridor which has a school, a university building, a place of worship, and a public park along it's frontage.

Key Issues

- Numerous residential access points requiring access considerations
- Coordination with City water and Sewer to upgrade elements of the existing active system while maintaining continuity
- Management of contaminated soils to minimize exposure to extra costs.
- Installation of combined sewer system around numerous existing utilities with limited records on location and information on active versus abandoned.

Dates of Service

07/2024 - Ongoing

Project Cost

\$8.8M

Client References

Paul Keltner, PE
Wisconsin Department of Transportation
200 East Wells Street, Room 606
Milwaukee, WI 53202
P: 414-286-0465
E: paul.keltner@dot.wi.gov

N. Oakland Reconstruction, CM

Village of Shorewood



Background: The N. Oakland Avenue Reconstruction project in the Village of Shorewood addresses the need for comprehensive upgrades to a critical corridor serving residents, businesses and emergency routes.

Scope: Benesch is providing construction inspection and management services for the N. Oakland Avenue Reconstruction. The scope includes detailed constructability reviews, traffic management and staging plans, and coordination with residential and business stakeholders to ensure access and minimize impacts. Key activities involve reviewing project staging for major activities such as water main and storm water improvements, evaluating sidewalk and curb ramp connections for ADA compliance and verifying proposed pavement grades. The team will conduct thorough documentation of existing conditions, manage material submittals, address environmental concerns, and lead public involvement efforts to keep the community informed and engaged. The approach is designed to deliver a successful, efficient reconstruction that meets the needs of all users while maintaining project quality and schedule.

Key Issues

- Urban corridor reconstruction and upgrades
- Traffic management and stakeholder coordination
- ADA compliance and storm water improvements
- Construction inspection and project documentation

Dates of Service

10/25-Ongoing

Project Cost

\$5.0 Million

Client Reference

Leeann Butschlick
Director of Public Works
Village of Shorewood
3930 North Murray Avenue
Shorewood, WI 53211
P: 414-847-2650
E: lbutschlick@shorewoodwi.gov

North Lake Drive, Village of Shorewood, CM

WisDOT



Background: Lake Drive is a primary north-south route connecting Shorewood and communities north with downtown Milwaukee. With Atwater Park in the middle of the project and the beautiful tree lined terraces, this multimodal street experiences high volumes of pedestrian and bicycle traffic. This road is also part of the Lake Michigan Circle Tour utilized by tourists in the summer traversing the lake through Wisconsin, Michigan, Indiana and Illinois. The new design of this 1 1/4 mile section in Shorewood incorporates bike lanes, street parking and improves accessible pedestrian access.

Scope: Benesch is leading the construction management for the Lake Drive reconstruction from Edgewood Ave to Kensington including construction of an improved subgrade section, reinforced concrete pavement, bike lanes, street lighting and traffic signal replacement at Capitol Drive. The infrastructure improvements include new water main, new water laterals, services and fire hydrants, new storm sewer laterals and catch basins, and new combined sewer and laterals. A key to the success of the project is communication with residents, key stakeholders, and local officials to minimize impacts to residential access and impacts from construction activities. A major focus for the project team is ensuring the safety of pedestrians on this highly utilized corridor which has a public park and nature preserve along it's frontage. The project team has worked with numerous residents who are undergoing renovations to their historic Lake Michigan homes requiring access to contractors, architects and equipment throughout the construction of the roadway. A major milestone achieved on the project was completion of the new roadway including sidewalks, ADA ramps and restoration in front of Atwater Park prior to a major annual community event. The project team worked closely with the event organizers to ensure that their needs were met to make the event a success.

Key Issues

- Numerous residential access points requiring access considerations
- Coordination with Village of Shorewood for replacement of watermain and significant portions of the combine sewer system.
- Managing access while constructing subgrade improvements which require excavating 2' below the existing roadway for placement of compacted gravel base.
- Coordination with numerous utilities which were not accounted for as being in conflict in design but were found to be in conflict.

Dates of Service

02/2025 - Ongoing

Project Cost

\$9.9M

Client References

Kurt Flierl
Wisconsin Department of Transportation
141 NW Barstow Street
Waukesha, WI 53187
P: 414-750-3085
E: kurt.flierl@dot.wi.gov

I-43 County Line Road Interchange

Wisconsin Department of Transportation



Background: This project modernizes, increases capacity and improves safety of the I-43 interchange with County Line Road and Port Washington Road. It is a part of the overall I-43 modernization project in Milwaukee and Ozaukee Counties.

Scope: Benesch led the multi-firm collaborative effort of the reconstruction of I-43 and County Line Road and Port Washington Road interchange along with the reconstruction of Port Washington Road in Milwaukee and Ozaukee Counties as part of the I-43 N-S Corridor Reconstruction project. The \$49.5M project expands the existing four-lane freeway to six lanes for approximately 1.5 miles of mainline I-43, reconstructs and realigns over one mile of Port Washington Road, and by adding a northbound entrance ramp and southbound exit ramp at Port Washington Road. Major project elements include over 230,000 CY of excavation and embankment, 240,000 SY of concrete pavement, four HPC bridge structures over I-43, seven MSE retaining walls, five sign structures, a noise wall, a stormwater detention pond and replacement of a concrete box culvert carrying an active waterway. High-level coordination efforts were required by the Benesch Team as the project is part of the I-43 N-S Freeway Major project with multiple concurrent construction projects happening along the 14 mile reconstruction corridor. The project also featured complex staging, local stakeholder coordination, utility coordination and stream diversion during construction of a new twin cell box culvert across the freeway and adjacent roadway. Significant coordination with Wisconsin DNR was performed during planning and implementation of the stream diversion operation.

Key Issues

- Interchange reconstruction
- Realignment of local roads
- Complex staging and significant coordination

Dates of Service

01/2022 - 11/2023

Project Cost

\$49.5 million

Client Reference

Tom Erdmann
Wisconsin Department of
Transportation SE Region
141 NW Barstow St., PO Box 798
Waukesha, WI 53187
P: 414-750-2216
E: thomasp.erdmann@dot.
wi.gov



Fish creek box culvert




Project Manager / Point of Contact

Brad Bacilek, PE

Project Engineer

William Nuoffer, CCM

Construction Inspection

*Diego Lopez
Jack Fuelleman
Tom Kral (MSA)*

OUR SUBCONSULTANT PARTNER


Our subconsultant, *MSA Professional Services, Inc. (MSA)* specializes in the sustainable development of communities. They build honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals.

Brad J. Bacilek, PE

Project Manager / Point of Contact

Mr. Bacilek has a wealth of experience managing Benesch's most high profile and high value projects. As Benesch Wisconsin's construction group leader, he has been at the forefront of the largest construction management selections, which have involved multi-season complex staged construction, installation of high-risk structural components, and accelerated time tables. His experience has led him to excel at managing multiple layers of high-profile stakeholders, concurrently, while being mindful of budgetary constraints. As a project manager he has been involved with economical solutions to some of the most cost sensitive problems presented by Benesch's clients.

WisDOT - STH 32 Lake Drive, Shorewood, CM

Project Leader: The Lake Drive reconstruction project replaced the existing roadway and upgraded the infrastructure while minimizing impacts to the tree-lined terraces and historic homes along the corridor. The Benesch team performed all inspection, administration, communications and coordination for WisDOT on this signature \$9.9M project, which spanned from the south limit to the north limit in the Village of Shorewood. The project included concrete pavement replacement, new bike lanes, integral curb and gutter, curb ramps, watermain replacement, water service laterals, combined sewer replacement, storm sewer installations, new street lighting and traffic signals. The project featured a major milestone to complete the improvements adjacent to a public park early in the project to ensure access to this facility for the community. Mr. Bacilek was in charge of the project, managing all inspection activities, documentation of the work, administration of the contract and extensive coordination and communications with WisDOT, municipal partners, public and private utilities and local residents and community groups.

WisDOT - STH 32 (Lake Drive) Reconstruction, Milwaukee County, CM

Project Leader: Benesch led construction management for WisDOT on the \$8.8M reconstruction of Lake Drive in Milwaukee County. The project included concrete pavement replacement, street lighting, traffic signals, replacement of drainage structures, sidewalk, curb ramps and protected street bicycle lanes. The project was completed over two construction seasons, with all work north of Kenwood Boulevard completed in 2024 and the Kenwood intersection along with Lake Drive from Newberry to Kenwood completed in 2025. A major stakeholder for the project was the City of Milwaukee. The construction team worked with the City public works team in their Engineering, Construction, Electrical, CUC, Forestry and Signals units as well as the Milwaukee Water Works. Residential needs and concerns were a priority for the project team and numerous accommodations were made for residents moving, providing access to private contractors, and most notably for the major renovation of the WBCS Breast Cancer Showhouse and during the two-week charity event. The project team worked with the City and local residents, modifying the flexible marker posts in favor of a more architecturally pleasing design for the protected bike lanes.

WisDOT - I-43 County Line Interchange, CM

Project Leader: Benesch led the multi firm collaborative effort of the reconstruction of I-43 and County Line Road and Port Washington Road interchange along with the reconstruction of Port Washington Road in Milwaukee and Ozaukee Counties as part of the I-43 N-S Corridor Reconstruction Project. The \$49.5M project expands the existing four-lane freeway to six lanes for approximately 1.5 miles of mainline I-43, reconstructs and realigns over one mile of Port Washington Road, and by adding a northbound entrance ramp and southbound exit ramp at Port Washington Road. Major project elements include over 230,000 CY of excavation and embankment, 240,000 SY of concrete pavement, four HPC bridge structures over I-43, seven MSE retaining walls, five sign structures, a noise wall, a stormwater detention pond and replacement of a concrete box culvert carrying an active waterway. Mr. Bacilek managed the inspection teams overseeing all activities at the project site, as well as

Education

BS, Civil Engineering, Bradley University

Years of Experience: 29

Registrations and Certifications

Professional Engineer: IL, WI, CO

Certified Construction Manager (CCM)

HTCP PCC Technician 1

HTCP TMS

Brad J. Bacilek, PE

Project Manager / Point of Contact

(cont.)

coordinated all communication with WisDOT, contractors, municipalities, multiple agencies, and stakeholders for the project.

WisDOT - STH 20 CTH H/CTH A Resurfacing, CM

Project Manager: These resurfacing projects were performed as two separate contracts in the Village of Mount Pleasant. Both projects included mill and overlay on existing pavement and a higher pavement structure number to support greater anticipated traffic loading from the adjacent large-scale industrial development. Additional work included base patching, traffic signal improvements, temporary signals, storm sewer, curb and gutter, landscaping, permanent signing and pavement marking. Mr. Bacilek served as project manager.

WisDOT - IH 794 Lakefront Gateway, Design and CM

Project Leader: This project included reconstruction of four ramps connecting IH 794 to Lincoln Memorial Drive and its extension, as well as sections of Chicago Street and Clybourn Street. Elements included steel girder bridges, a prestressed concrete girder bridge, MSE panel retaining walls, EPS walls, wire faced MSE walls, sign structures, high mast lighting, communications conduit, and streetscape items such as permeable pavers, precast curbing, plantings, decorative street lighting and fencing. Mr. Bacilek oversaw activity at the project site, as well as coordinated all communication with WisDOT for the project.

WisDOT - West Waukesha Bypass, CM

Project Manager: This project included expanding existing roadways and constructing a new four-lane alignment through wetland areas to complete the connection from IH 94 to STH 59. Four new twin bridge structures were added, as well as two retaining walls, two box culverts, storm sewer, storm water ponds, traffic signals, lighting, water main relocations and landscaping. Due to several highly-sensitive environmental areas, much coordination with environmental liaison and the Wisconsin DNR was required. Mr. Bacilek oversaw all activity at the project site, as well as coordinated all communication with WisDOT.

IDOT - IL 59 Caton Farm Road to Route 52, CM

Assistant Resident Engineer: Construction inspection services were provided for the reconstruction and widening of more than three miles of IL 59. This \$35 million project included the construction of additional traffic lanes, a new cast-in-place concrete box culvert and traffic signal modernization. Mr. Bacilek was responsible for assisting with the oversight of all field operations. He managed complex coordination issues with adjacent construction contracts, local businesses, area residents and other affected governmental agencies.

Professional Affiliations

Construction Management
Association of America,
Wisconsin Chapter, Current
Board Member (Treasurer)

William Nuoffer, CCM

Project Engineer

Mr. Nuoffer specializes in construction management as both a project leader and lead structures inspector. He has extensive experience with all elements of structural components consisting of MSE walls, block walls, soldier piling, poured-in-place superstructure and substructure, helical piles and steel and concrete girder systems. He has led waterway projects with complexities involving riverbank causeway construction and underwater concrete pouring with cofferdams. His project experience around sensitive environmental waterways makes him a dependable leader when environmental oversight and coordination with the DNR is a required component of any project.

WisDOT - CTH S Reconstruction from I-94 to STH 31, CE&I

Assistant Project Lead: Benesch led the multi-year reconstruction of CTH S from I-94 to STH 31 which incorporated three separate projects (two WisDOT and one Kenosha County). The project expanded the existing two-lane roadway to a four-lane divided highway with signalized intersections and improved roadway section. The new westbound lanes required the construction of a new three-span precast girder bridge over the CP Railway and a new slab span bridge over the Kilbourn ditch as well as an extension of a 14'x10' box culvert carrying the S. Pike River. There was a second railroad crossing of the UP Railroad which was a new at grade crossing which was coordinate with UPRR forces. Mr. Nuoffer was the assistant project lead on the County portion and led inspection efforts for structure, storm sewer, and box culvert extension work.

WisDOT - CTH K 60th Street, CE&I

Assistant Project Leader: Benesch led the construction management of CTH K (60th Street) from STH 31 to the Union Pacific Railroad in Kenosha County. This project included reconstruction of the two-lane rural roadway to a four-lane urban cross section, curb ramp layout and inspection for compliance with ADA guidelines, storm sewer, coordination with the Union Pacific Railroad for new signals and crossing surface, lighting and traffic signal installation. Mr. Nuoffer led all inspection and documentation activities for this project.

WisDOT – I-43 North-South Freeway, Bender Road to Brown Deer Road, CE&I

Project Lead/Storm Sewer: Benesch participated in the reconstruction of I-43 from Bender Avenue to Brown Deer Road as part of the I-43 North-South Corridor Reconstruction. This \$201 million project expanded I-43 to six lanes over nearly four miles, realigned Port Washington Road and Jean Nicolet Road, expanded the Good Hope Interchange, and introduced the first Diverging Diamond Interchange in WisDOT's SE Region. Key work included a new UPRR bridge, mainline bridges, a box culvert, retaining and noise walls, traffic signals, lighting, and extensive storm and sanitary sewer installations. Benesch led storm sewer and underground pipe installations, providing inspection and documentation services. Mr. Nuoffer served as storm sewer task lead on this project.

WisDOT - CTH K, 94th Ct. to UPRR, CE&I

Project Lead/Department Materials Coordinator: This project includes the reconstruction of approximately 1.3 miles of CTH K, two railroad crossings, intersection improvements at CTH H, and the addition of a multi-use path for pedestrian and bicycle traffic. Work consists of grading, storm sewer consisting of over 9,000LF of storm sewer, a 48-inch pipe bored under the railroad tracks, water main, sanitary sewer, subgrade improvements, base aggregates, curb and gutter, asphalt pavement, pedestrian and bicycle accommodations, signing, signals, construction of a drainage pond, and replacement of the pipe conveying the South Branch Pike River under the roadway. Mr. Nuoffer is serving as the Project Lead and Department Materials Coordinator on this project.

Education

BS, Industrial Technology Management/Building Construction Management, University of Wisconsin-Platteville

MS, Project Management, University of Wisconsin-Platteville

Years of Experience: 22

Registrations and Certifications

Certified Construction Manager (CCM)

HTCP Portland Cement Concrete Technician I (PCCTEC-1)

HTCP Transportation Materials Sampling Technician (TMS)

HTCP Materials Coordinators Training - Department

HTCP Grading Technician- 1

10-Hour OSHA Construction Safety and Health Course

30-Hour OSHA Construction Safety and Health Course

OSHA Permit-Required Confined Space Entry Training

E-Rail Safe

Jack Fuellemann

Construction Inspector

Mr. Fuellemann brings significant experience in construction oversight of transportation improvement projects. His attention to detail, diligent inspection, and in-depth understanding of the construction process and specifications has made him an asset to the Benesch team. Mr. Fuellemann has experience inspecting a wide breadth of field operations including structures, MSE walls, grading, concrete pavement, storm sewer, ancillary concrete, SMA and HMA pavement, erosion control, traffic control, electrical work, and restoration. He has served in vital roles on major projects, currently as the lead grading inspector on the \$200M I-43 South Leg Expansion project in Milwaukee County. Mr. Fuellemann also has experience as a project Construction Lead and can fill a variety of key roles on construction projects.

WisDOT – I-43 North-South Freeway, Bender Road to Brown Deer Road, CE&I

Inspector: Benesch participated in the reconstruction of I-43 from Bender Avenue to Brown Deer Road as part of the I-43 North-South Corridor Reconstruction. This \$201 million project expanded I-43 to six lanes over nearly four miles, realigned Port Washington Road and Jean Nicolet Road, expanded the Good Hope Interchange, and introduced the first Diverging Diamond Interchange in WisDOT's SE Region. Key work included a new UPRR bridge, mainline bridges, a box culvert, retaining and noise walls, traffic signals, lighting, and extensive storm and sanitary sewer installations. Benesch led storm sewer and underground pipe installations, providing inspection and documentation services. Mr. Fuelman served as the lead inspector for stormsewer installation and mass grading operations on the project.

WisDOT - STH 32 Lake Drive, Shorewood, CM

Inspector: The Lake Drive reconstruction project replaced the existing roadway and upgraded the infrastructure while minimizing impacts to the tree-lined terraces and historic homes along the corridor. The Benesch team performed all inspection, administration, communications and coordination for WisDOT on this signature \$9.9M project, which spanned from the south limit to the north limit in the Village of Shorewood. The project included concrete pavement replacement, new bike lanes, integral curb and gutter, curb ramps, watermain replacement, water service laterals, combined sewer replacement, storm sewer installations, new street lighting and traffic signals. The project featured a major milestone to complete the improvements adjacent to a public park early in the project to ensure access to this facility for the community. Mr. Fuelman was an inspector.

WisDOT – CTH S Reconstruction IH 94 to STH 31, CE&I

Inspector: This project included the reconstruction of approximately 1.3 miles of CTH K, two railroad crossings, intersection improvements at CTH H, and the addition of a multi-use path for pedestrian and bicycle traffic. Work consisted of grading, over 9,000LF of storm sewer, a 48-inch pipe bored under the railroad tracks, water main, sanitary sewer, subgrade improvements, base aggregates, curb and gutter, asphalt pavement, pedestrian and bicycle accommodations, signing, signals, construction of a drainage pond, and replacement of the pipe conveying the South Branch Pike River under the roadway. Mr. Fuellemann served as an inspector for ancillary concrete, sidewalk and curb ramps, storm sewer, and grading operations.

WisDOT – CTH K, 94th Ct. to UPRR, CE&I

Inspector: Benesch led the multi-year reconstruction of CTH S from I-94 to STH 31 which incorporated 3 separate projects (2 WisDOT and 1 Kenosha County). The project expanded the existing 2-lane roadway to a 4-lane divided highway with signalized intersections an improved roadway section. The new westbound lanes required the construction of a new three-span precast girder bridge over the CP Railway and a new slab span bridge over the Kilbourn ditch as well as an extension of a 14'x10' box culvert carrying the S. Pike River. There was a second railroad crossing of the UP Railroad which was a new at grade crossing which was coordinate with UPRR forces. The project included over 350k CY of Excavation Common, 220k Tons of Base Aggregate, 200k Tons of Breaker Run and 88.5k Tons of Asphalt Pavement. The project required a significant amount of utility coordination in year 1 as the utility relocations were not set to be completed until the fall of the first year of construction. Mr. Fuellemann was involved in inspection of all aspects of the project including grading, paving, erosion control, traffic control and storm sewer.

Education

BS, Civil Engineering, University of Wisconsin Platteville

Years of Experience: 6

Registrations and Certifications

HTCP PCC Technician I

HTCP TMS; HTCP Materials Coordinator

HTCP Grading Technician I

Diego Lopez

Construction Inspector

Mr. Lopez is a talented young engineer and has gained a wealth of knowledge and experience working with the Benesch construction group over the last two years. As an intern in 2022, Mr. Lopez was an inspector for the CTH K/60th St. Reconstruction project in Kenosha County. His primary duties on this project included inspection of earthwork and grading, erosion control, HMA paving and ancillary concrete. After he graduated in May of 2023, he joined the Benesch Team as a full-time construction representative and has been utilizing his experience on the I-43 South Leg project in Milwaukee County. His primary duties on this project include storm sewer inspection. Mr. Lopez has also assisted on other SE Region projects such as the Hoan Bridge Fencing with traffic control inspection, and with the I-43 Corridor Utility Coordination efforts.

City of Milwaukee - North Lake Drive, CM

Inspector: The City of Milwaukee, in partnership with Wisconsin Department of Transportation (WisDOT), led the reconstructing of North Lake Drive from East Newberry Boulevard to East Edgewood Avenue. The entirety of this project included removing and replacing deteriorated pavement, curb and gutter, driveway approaches and sidewalk, rebuilding pedestrian curb ramps to meet ADA compliance, enhancing pedestrian and bike accommodations, and upgrading drainage structures, street lighting and traffic signals. Overall, the project aimed to better organize all modes of traffic, especially for pedestrians and bikers, manage driving speeds, improve visibility for all users, make travel safe and comfortable for everyone. As one of the main inspectors on the project, Mr. Lopez performed inspection on almost every aspect of the job, including pavement removal, storm sewer removal and installation, concrete paving, asphalt paving, temporary and permanent electrical lighting installation, pavement marking and restoration/landscaping work.

City of Milwaukee - Riverwalk, CM

Inspector: The Harbor District Riverwalk Site is primarily located along the west side of the Kinnickinnic River from the confluence of the Milwaukee and Kinnickinnic Rivers south to Lincoln Avenue. The Harbor District Riverwalk will extend the Milwaukee Riverwalk and invite the community to the water by establishing a public access network along the western shore of the Harbor District and along the banks of the Kinnickinnic River. The project aims to provide an active pedestrian realm within the Harbor District that includes a Riverwalk network routing that is designed to connect with existing and planned bicycle and trail routes. The project also hopes to reestablish natural ecosystems, invite the public to explore and enjoy the water and maintain the ability to utilize the waterways for commerce in the 21st century. The project includes all new lighting, benches, signage and other site furnishings that were designed to provide a unique identity for the Harbor District Riverwalk and to reflect the aesthetic of the area to accompany the pedestrian friendly paths. The site also includes landscaping and habitat elements that differ from the existing downtown Riverwalk. Within the Harbor District Riverwalk, at least 10% of the required square footage of the Riverwalk Zone must be landscaped, plantings are required to be native species with no turf grass allowed and one tree is required for every 40 feet of river frontage. As one of the main inspectors, Mr. Lopez performed inspection on all aspects of the project, including clearing and grubbing, mass excavation and fill, bioswale installation, storm sewer installation, pile driving (on land and in the Milwaukee River), asphalt paving and plantings/landscaping.

Education

BS, Civil Engineering, University of Wisconsin Milwaukee

Years of Experience: 4

Registrations and Certifications

HTCP Portland Cement Concrete Technician I (PCCTEC-1)

HTCP Transportation Materials Sampling Technician (TMS)

*Bilingual in Spanish and English



Tom Kral

ENGINEERING TECHNICIAN II

BILLING RATE: \$118/HR

Tom brings years of experience working in the field for grading, utility and landscaping contractors as a laborer, operator, project manager, production manager and field inspector. His field experience and knowledge of operations make him invaluable when collaborating with contractors and engineers. His responsibilities have included project management, project survey and design, financial analysis as well as leading company efforts to improve efficiency and morale. He values continued learning, development of himself and others and teamwork to ensure quality and efficiency in all aspects of a project. His versatility and wide-ranging experience make him a reliable supporting element of any team.



EDUCATION

Coursework in Mechanical Engineering and Mathematics, University of Wisconsin-Platteville

CERTIFICATIONS

HTCP TMS Certification, WI
HTCP PCCTEC-1, WI
HTCP Nucdensity, WI
HDPE Fusion Training Certified

AREAS OF EXPERTISE

- Construction
- Landscaping
- Project Management
- Surveying
- Inspection Services
 - DOT
 - Underground Infrastructure

SELECTED PROJECT EXPERTISE

1520-00-77 STH 73 Wood County, Wisconsin Rapids, WI

Mill and re-lay of approximately 5.9 miles of Hwy 73 in Wood County. Performed construction observation, quantity measurements, GPS survey data collection, asphalt core testing observation, assisted project engineer with pay estimates and closeout documents for WisDOT.

WisDOT Project #7050-00-72 and 7050-00-73, STH 73 Greenwood - Thorp, Rock Creek Bridge to STH 73, Thorp, WI

Full-time inspection services of a mill and re-lay of 12.6 miles of STH 73, including the Rock Creek Bridge to STH 73. The scope of the project included culvert replacement, salvaged culverts, concrete sidewalk / curb ramps, bridge deck resurfacing, asphalt core sampling, underdrain and subgrade repair. Daily duties for CRS inspection services involved completing detailed daily logs, tracking contractors' manpower and equipment, monitoring pay items and quantities with full documentation, and maintaining comprehensive notes and photos of site conditions, progress, and irregularities. MSA coordinated directly with contractors to oversee work and provide specification compliance, communicated updates and potential issues to the project engineer, and handled tasks such as preparing pay applications, using GPS equipment for quantity collection and staking, attending construction coordination meetings with the prime contractor, subcontractors, and WisDOT, and documenting materials to verify correct and approved usage.

Lilac Ave Reconstruction, Rib Mountain, WI

Full-time inspection services for Lilac Avenue which included complete road reconstruction of 2,450 linear feet of roadway. The project included reconstruction of concrete storm sewer inlets and manholes, HDPE storm sewer pipe and culverts, HMA pavement, concrete driveway and sidewalk, pavement marking, concrete medians and construction of bio-basin ponds. Daily duties for CRS inspection services involved completing detailed daily logs, tracking contractors' manpower and equipment, monitoring pay items and quantities with full documentation, and maintaining comprehensive notes and photos of site conditions, progress, and irregularities. MSA coordinated directly with contractors to oversee work and provide specification compliance, communicated updates and potential issues to the project engineer, and handled tasks such as preparing pay applications, using GPS equipment for quantity collection and staking, attending construction coordination meetings with the prime contractor, subcontractors, and WisDOT, and documenting materials to verify correct and approved usage.

CONSTRUCTION INSPECTION AND PROJECT MANAGEMENT SERVICES			
POSITION - STAFF	LABOR RATES	LABOR HOURS	LABOR COST
Project Manager - Brad Bacilek	\$235.28	45	\$10,587.60
Project Engineer - Bill Nuoffer	\$180.26	90	\$16,223.40
Inspector - Blended Rate: Tom Krall (MSA), Jack Fuellemann, Diego Lopez	\$115.25	796	\$91,739.00
Administration - Julia Jors	\$86.80	45	\$3,906.00
TOTAL	-	976	\$122,456.00