

**CITY OF WEST ALLIS  
AMENDED WORK ORDER #5**

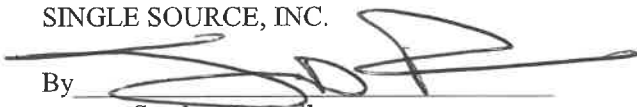
TO: **SINGLE SOURCE, INC.**  
DATE: **July 14, 2021**  
PROJECT: **REAL ESTATE APPRAISAL AND ACQUISITION/NEGOTIATION SERVICES**  
SUBJECT: **Engineering Consultant Services**

In accordance with Resolution 2016-0237, Resolution 2018-0381, Resolution 2020-0383, Resolution R2021-0070 and Resolution R-2021-0377 the Agreement for Professional Services dated as of September 26, 2016 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated June 18, 2021.  
Estimate: \$ 172,000.00  
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: \_\_\_\_\_  
Peter C. Daniels, P.E.  
Title: City Engineer  
Date: \_\_\_\_\_

Received and Approved:  
SINGLE SOURCE, INC.  
By:   
Stephen D. Boll  
Title: Principal  
Date: July 14, 2021

ATTACHMENTS:  
Scope of Services

COMPTROLLER'S CERTIFICATE  
Countersigned this 15th day of July, 2021  
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.

  
Jason Kaczmarek, Director of Finance/Comptroller

Office of the  
Engineering  
City Hall, 7525 W. Greenfield Ave.  
West Allis, WI 53214  
Phone: 414-302-8372  
[tgengler@westalliswi.gov](mailto:tgengler@westalliswi.gov)

June 18, 2021

To interested Real Estate Appraisal and Acquisition/Negotiation Consulting Firms:

SUBJECT: REQUEST FOR PROPOSAL - REAL ESTATE APPRAISAL AND ACQUISITION/NEGOTIATION SERVICES

The City of West Allis is seeking a consulting firm who can demonstrate competence and professional qualifications to provide professional services as necessary to assist the City with Real Estate Appraisal and Acquisition/Negotiation Services.

Proposal forms are available at this office and proposals must be submitted on the form furnished.

Traci Gengler, P.E.  
Principal Engineer

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PREFACE:

This Request for Proposal (RFP) is for the performance of Real Estate Appraisal and Acquisition/Negotiation services.

It is the intent of the City of West Allis to engage a consultant who will provide professional services as described herein. However, the City reserves the right, at its sole discretion, to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff, or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP, or to the selected consultant prior to approval by the City of West Allis of a consultant services agreement.

I. GENERAL CONDITIONS:

- A. Examination of the Request for Proposals  
It is the responsibility of all prospective proposers to carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to successful completion and submission of a proposal and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error or omission in the RFP, you must notify the Purchasing Supervisor in writing. Only interpretations or corrections of the RFP made in writing are binding. You shall not rely upon any interpretation or corrections given by any other method.
- B. Upon submission of a proposal to the City of West Allis the offer to perform contractual services may not be withdrawn by the contractor for a period of 45 days to allow the City of West Allis the opportunity to evaluate the proposals and to take official action.
- C. No part of the contract shall be subcontracted without prior written consent of the customer. Contractor shall retain full responsibility for all work performed.
- D. All materials submitted by Consultants become the sole property of the City. The City shall be under no obligation to return any responses or materials submitted by Consultants in response to this RFP.
- E. No costs or expenses incurred by Consultants responding to the RFP or participating in the competitive procurement will be borne by the City.
- F. The City does not regard the submission of a response as the establishment of a contract. Once the City has selected a Consultant, it expects to negotiate with that Consultant toward the formulation of a contract.
- G. The City, at its sole discretion, reserves the right to:
  - 1. Reject any or all responses with or without cause.
  - 2. Reject all responses and seek new responses when such action is judged to be in the best interests of the City.
  - 3. Request and receive such additional information as the City may feel is necessary and to disqualify any company and reject any responses for failure to promptly provide such additional information.
  - 4. To waive any informalities or incomplete responses in any of the responses.
  - 5. Negotiate with any and all Consultants.
- H. Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from any and all liability arising out of or in connection with this agreement where such liability is found upon or grows out of the errors, omissions, or negligent acts of any of the contractor, its agents or employees.
- I. Contractor shall maintain, and a Certificate of Insurance shall be furnished, for Worker's Compensation, Comprehensive General Liability including contractual liability, Automobile Liability and Errors and Omissions insurance for any claims which may arise from operations under this contract in the following amounts.

Bodily Injury	\$1,000,000	each occurrence
	\$2,000,000	aggregate
Property Damage	\$1,000,000	each occurrence
	\$2,000,000	aggregate
Automobile Liability	\$1,000,000	each accident
Errors & Omissions	\$1,000,000	aggregate
Worker's Compensation		per State Statute
Umbrella Liability	\$2,000,000	following form excess of the primary
General Liability, Automobile Liability And Employers Liability coverages.		Coverage is to duplicate the requirements as set forth herein.

Certificates of insurance, in a form satisfactory to the City Attorney, shall be filed with the City and shall give the Director of Public Works/City Engineer at least ten (10) days prior written notice of any suspension or cancellation of the policy, or any reduction in coverage or in limits.

J. NONDISCRIMINATION STATEMENT. The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

K. AMERICANS WITH DISABILITIES ACT NOTICE. Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

L. LIMITED ENGLISH PROFICIENCY STATEMENT. It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

M. This contract shall be construed according to the laws of the State of Wisconsin.

## II. TERMINATION OF CONTRACT

A. Any resulting contract may be terminated by written notification with or without cause upon 30 days' notice.

B. Contract may be terminated for non-performance or inadequate service upon 10-day advance notice.

## III. PAYMENTS

A. Invoicing will be submitted monthly and payment will be made within 30 days upon acceptance.

B. No payments will be made upon contract signing or in advance of providing material or service.

#### IV. SCOPE OF SERVICES

##### A. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Real Estate Consulting Services for the City of West Allis project:

1. Wisconsin Department of Transportation LPA, Street Improvement Project #2410-13-00, W. National Avenue from S. 62<sup>nd</sup> to S. 65<sup>th</sup> Street
2. Wisconsin Department of Transportation LPA, Street Improvement Project #2525-03-01, W. Beloit Road from S. 60<sup>th</sup> Street to W. Lincoln Avenue

##### B. Scope of Work

1. Background and Statement of Need
  - a. The City of West Allis has deemed it practical and necessary to engage in a turnkey real estate contract for services to include, but not limited to, project management, sales study, appraisal, acquisition/negotiation services and reimbursement services.
  - b. All work and documents must be completed and submitted to The City of West Allis prior to the PS&E dates as follows:
    - i. Project #2140-13-00: PS&E date is August 1, 2022.
    - ii. Project #2525-03-01: PS&E date is August 1, 2022
  - c. There are approximately 91 parcels involved: 91 will require temporary limited easements; and 1 will require partial fee acquisitions and TLE's (with no relocations); 1 will require a PLE for a railroad parcel; and 10 will require release of rights. (See Attachment A and B):
    - i. Project #2410-13-00: 24 parcels involved (24 TLE's, 1 partial fee acquisitions)
    - ii. Project #2525-03-01: 67 parcels involved (67 TLE's, 1 PLE acquisitions)
  - d. The use of a turn-key contract, over individual task contracting, was chosen to promote more uniform coordination between the individual task areas, as well as providing a project management resource to aid the City of West Allis in project tracking, public involvement, and project coordination.
  - e. Due to the need stated above, the Principal Consultant will be required to provide the expertise and resources to accomplish many coordination and public involvement activities as well as the specific tasks relating to the functional areas.

Note: See attached Exhibit A and B for greater detail of parcels and acquisitions.

2. Description of work to be performed (Tasks)  
Services to include, but not limited to:
  - a. Provide a Real Estate Project Manager
  - b. Preparation of Project Data Book
  - c. Preparation of Project Cost Estimate (form # LPA 3045)
  - d. Preparation of Acquisition Capability Statement
  - e. Preparation of Nominal Payment Parcel Report (form # LPA 1889)
  - f. Preparation of nominal value offers
  - g. Complete appraisal services (as required)
  - h. Complete Review Appraiser services by independent appraiser (as required)
  - i. Pre-project meeting(s)
  - j. Complete acquisition/negotiation services (as required)
  - k. Obtain Partial Release of Mortgages or subordination agreements from property owners listed on R/W Plats that have liens, judgments, and mortgages on parcels where a permanent interest (FEE, Highway Easement, Permanent Easements) are required.
  - l. Preparation of all parcel files
  - m. Prepare and maintain project spread sheets
  - n. Prepare all appropriate documents
  - o. Preparation of detailed Statement to the Construction Engineer (form # LPA 1528) for each parcel outlining any improvements to be removed and any filling and grading to be completed
  - p. Preparation of Certification of Local Public Agency Right of Way Acquisition (form # LPA 3028)

- q. Coordination of all plat revisions
  - r. Preparation of Right of Way Detailed Statement of Expenditures (form # LPA 1959) and submittal of all supporting materials needed for reimbursement (form # LPA 1002)
  - s. Preparation of IRS 1099-S form for all applicable parcels and submittal with IRS Form W-9 and Uniform Settlement Statement to City of West Allis
3. Qualifications and Responsibilities of the Consultants or Sub-Consultants
- a. Sub-Consultants must be disclosed when RFP in submitted.
  - b. Valuation (Appraisal and Waiver) methodologies for eminent domain acquisitions.
  - c. Acquisition procedures for eminent domain acquisitions.
  - d. Negotiation procedures for eminent domain acquisitions.
  - e. Capable of interpreting and implementing all functional areas according to laws, statutes, codes, and policies for eminent domain acquisitions.
  - f. Consultants and or sub-consultants must be certified, registered, approved, or otherwise recognized to hold such levels of competence in those areas where such levels or designations are required.
  - g. Capable of providing expertise in analytical skills, computer skills, and conflict resolution skills.
  - h. Capable of providing expertise in oral and written communications, and public involvement.
  - i. Capable of providing exhibits, drawings, graphs, or spread sheets to meet the needs of the project.
  - j. Capable of providing expertise in understanding the interconnected needs within the real estate functional areas, as well as other project related areas such as design and construction.
  - k. Consultants/Sub-consultants must be on the Wisconsin Department of Transportation Bureau of Technical Services Listing of Approved Personnel.
4. Responsibilities
- a. Will be acting as agents for the City of West Allis in all of the functional areas of real estate and project management and project reimbursement.
  - b. Will prepare Project Cost Estimate (form # LPA 3045)
  - c. Will prepare Acquisition Capability Statement
  - d. Will prepare Nominal Payment Parcel Report (form # LPA 1889)
  - e. Will provide all of the typical real estate services and will be the recommendation authority for all submittals for settlements, payments, and computations.
  - f. (Any settlement, payment, or computation approval must be approved by the City of West Allis and WISDOT LP Project Manager ).
  - g. Will prepare detailed Statement to the Construction Engineer (form # LPA 1528) for every parcel outlining any improvements to be removed and any filling and grading to be completed.
  - h. Will be responsible for preparation and accuracy of all documents, project files, and parcel files. As transactions are completed for each parcel, updates shall be submitted monthly to the City of West Allis from the start of the contract until July 1, 2022. Thereafter, reports will be submitted weekly.
  - i. Will provide liaison, support, and /or potentially direct contact and response to political, individual, agency, or any other inquiries pertinent to the real estate activities.
  - j. Will prepare an original Right of Way Detailed Statement of Expenditures (form # LPA 1959) and submit form for review along with photocopies of the supporting materials and/or documents described in the LPA Manual (form # LPA 1002).
  - k. Will prepare IRS 1099-S form for all applicable parcels and submit with IRS W-9 forms and Uniform Settlement Statement to City of West Allis

C. Procuring and Contracting Agency

- 1. This RFP is issued by the City of West Allis, which is the sole point of contact during the selection process.
- 2. The contract resulting from this RFP will be a two party contract between the Consultant, and the City of West Allis.
- 3. The contract resulting from this RFP will be administered by the City of West Allis.
- 4. The contract administrator will be Traci Gengler, Principal Engineer.

- D. Clarification of the Specifications and Requirements  
 Any questions concerning this RFP should be submitted to: Traci Gengler (email only)  
[tgengler@westalliswi.gov](mailto:tgengler@westalliswi.gov)

V. PROJECT INFORMATION AND REQUIREMENTS

SCHEDULE FOR CONSULTANT SELECTION AND PERFORMANCE		
7-14-21	City Council approves consultant finalist selection	
	Unscheduled meeting - Consultant will be expected to attend two General Public Information meetings to address concerns of the Property Owners impacted by this project.	
8-01-22	All work and documents must be completed and submitted to the City of West Allis prior to the PS&E date for both the Beloit and National Projects.	

VI. ADDITIONAL SERVICES PROVIDED BY THE CITY

City Services Shall Include, But Not Be Limited To The Following:

- A. Examine documents submitted to the City by the Consultant and timely render decisions pertaining thereto.
- B. Provide a City representative.

VII. PROPOSAL SUBMITTAL REQUIREMENTS

- A. The submittal will enable the City to appraise the general competence and qualifications of the consultant. It involves answering the following questions in the following sequence:
  - 1. Firm name, address and phone number.
  - 2. Type of organization (sole-proprietorship, partnership, or corporation).
  - 3. Firm principals who will be responsible for the project and their educational background, credentials and experience.
  - 4. Key personnel who will work on the project with their educational background, credentials and experience on comparable projects.
  - 5. Subconsultants to be used, if any, and their experience in their respective fields. Indicate the tasks to be performed by these consultants.
  - 6. Current staff-number and classification.
  - 7. List current projects or commitments for design services being handled in your office.
  - 8. List in reverse chronological order for the last four years similar projects completed or currently in progress for which your firm provided services. Indicate for each of these projects:
    - a. Name of project
    - b. Project location(s)
    - c. Brief description
    - d. Name of owner
    - e. Name of owner's contact person and telephone number
    - f. Your firm's specific involvement (i.e., prime engineer)
    - g. Status of completion
  - 9. List at least four additional references of present or past clients with their telephone numbers.
  - 10. The evaluation and selection of a consultant will be based on the information submitted in the proposal, plus references, and accompanied contract dollars as bid for the work required. Submittals should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.
  - 11. Proposals are expected to describe a plan that can be accomplished within the framework described above and identify any constraints, limitations or special arrangements that may be required to perform the tasks needed. Proposals are expected to present ideas in sufficient detail to demonstrate



an understanding of the process, and an appreciation for the degree of communication and effort needed to carry out the duties effectively and successfully.

12. The proposal shall:
  - a. Identify the specific tasks involved in the performance of the proposed work effort.
  - b. Identify the means in which these tasks would be implemented.
  - c. Identify the Principal individual(s), qualifications, and experience of those proposed to do the work.
  - d. Identify any computer or graphic aids that may assist in the preparation of documents or exhibits.
13. Each proposal will be evaluated based on the following criteria:
  - a. General requirements - based on the submittals organization and how well the qualifications and capabilities of the Consultant and Sub-Consultants meet those needs to carry out the tasks as described, and that the level of expertise matches the designated tasks.
  - b. Performance requirements - this relates to the Consultant and Sub-Consultants, and how well the individual(s) understand the requirements of eminent domain acquisition/negotiation basics and inter-relationships of the paperwork and communications required in performance of the possible unique situations, as well as the defined tasks required by WISDOT for LPA reimbursement of funds.
  - c. Support requirements - based on what technical knowledge, equipment and/or personnel the Consultant and Sub-Consultants have at their disposal for performing the defined tasks as well as unforeseen situations.
14. Incurring Cost
  - a. The City of West Allis is not liable for any cost incurred by Proposers in responding to this RFP.
  - b. The City of West Allis is not liable for any cost incurred by Proposers in preparing any cost calculations or submittals for the contract portions of this request.
15. DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFP

## VIII. CONSULTANT SELECTION PROCEDURE

The process includes the following provisions:

- A. A project Selection Committee will be formed to evaluate the proposals and to make recommendations to the City.
- B. The Selection Committee will consist of representatives of the Engineering and Purchasing/Central Services Division.
- C. The Selection Committee will screen the proposals to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.
- D. The Selection Committee will address the following criteria in its evaluation of proposals (not necessarily in order of importance):
  1. Educational background of the consultant's key individuals who will be assigned to the project.
  2. Experience with Real Estate Appraisal and Acquisition/Negotiation Services.
  3. Quality of past performances for the City or similar agencies.
  4. Qualifications of individual, within the consultant's organization, directly responsible for the work. The City reserves the right of approval of the consultant's project manager.
  5. Adequacy of staff to perform the work within the time allowed.
  6. Demonstrated ability to work effectively with City staff, other public agencies and related parties.
  7. New or innovative ideas presented by the consultant in the proposal or presentations.
  8. Demonstrated ability to keep costs within project budget and estimates.
- E. The City reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records the City deems necessary to conduct the inquiry.

IX. FEE DETERMINATION

The final consultant compensation amount for the project will be established with the successful firm after the selection process is completed. In the event the parties do not agree to a final contract within seven (7) calendar days, the City may terminate the negotiations and at its option commence negotiations with another firm. The consultant's fee will be a factor in the selection process.

CITY OF WEST ALLIS

LOCAL PUBLIC AGENCY (LPA) REAL ESTATE APPRAISAL,  
ACQUISITION/NEGOTIATION CONSULTING SERVICES

PROPOSAL

W. National Avenue (S. 62 St – S. 65 St) 2410-13-00

We hereby propose to furnish the following services, in accordance with City of West Allis specifications, at the following prices:

A.	One (1) <b>Project Data Book</b>		\$ <u>5,000</u>
B.	One (1) <b>Project Cost Estimate</b> (form # LPA 3045) & Project Management		\$ <u>3,000</u>
C.	One <b>Acquisition Capability Statement</b>		\$ <u>0</u>
D.	Cost of <b>Acquisition Services</b> for parcels with TLE's only (No. of TLE only parcels)	Cost per parcel	Total
	<u>23</u>	<u>\$900</u>	\$ <u>20,700</u>
E.	Cost of <b>Appraisal</b> for parcels with both TLE and Partial Fee Acquisitions (No. of TLE with Fee Parcels)	Cost per parcel	Total
	<u>*10</u>	<u>\$1,700</u>	\$ <u>17,000</u>
F.	Cost of <b>Acquisition Services</b> for parcels with both TLE and Partial Fee Acquisitions (No. of TLE with Fee Parcels)	Cost per parcel	Total
	<u>1</u>	<u>\$900</u>	\$ <u>900</u>
G.	Cost of <b>Partial Release of Mortgages</b> for parcels with both TLE and Partial Fee Acquisitions (No. of TLE with Fee Parcels)	Cost per parcel	Total
	<u>*1</u>	<u>\$100</u>	\$ <u>100</u>
H.	Cost of <b>Release of Rights</b> services (No. of Release of Rights Parcels)	Cost per parcel	Total
	<u>5</u>	<u>\$900</u>	\$ <u>4,500</u>
I.	Recording fees (pass through cost) (No. of parcels)	Cost per parcel	Total
	<u>24</u>	<u>\$30</u>	\$ <u>720</u>
TOTAL FOR A, B, C, D, E, F, G, H & I			\$ <u>51,920</u>

\* If needed/authorized

CITY OF WEST ALLIS

LOCAL PUBLIC AGENCY (LPA) REAL ESTATE APPRAISAL,  
ACQUISITION/NEGOTIATION CONSULTING SERVICES

PROPOSAL

W. Beloit Road (S. 60st Street – W. Lincoln Avenue) 2525-03-01/71

We hereby propose to furnish the following services, in accordance with City of West Allis specifications, at the following prices:

A.	One (1) <b>Project Data Book</b>		\$ <u>5,000</u>
B.	One (1) <b>Project Cost Estimate</b> (form # LPA 3045) & Project Management		\$ <u>5,000</u>
C.	One <b>Acquisition Capability Statement</b>		\$ <u>0</u>
D.	Cost of <b>Acquisition Services</b> for parcels with TLE's only (No. of TLE only parcels)                      Cost per parcel	Total	
	<u>66</u> <u>\$900</u>	\$ <u>59,400</u>	
E.	Cost of <b>Appraisal</b> for parcels as needed and authorized (Estimated # of Parcels)                      Cost per parcel	Total	
	<u>*25</u> <u>\$1,700</u>	\$ <u>42,500</u>	
F.	Cost of <b>Acquisition Services</b> for Railroad parcel with TLE and PLE (No. of TLE with PLE Parcels)                      Cost per parcel	Total	
	<u>1</u> <u>\$900</u>	\$ <u>900</u>	
G.	Cost of <b>Partial Release of Mortgages</b> (No. of TLE with Fee Parcels)                      Cost per parcel	Total	
	<u>N/A</u> <u>—</u>	\$ <u>0</u>	
H.	Cost of <b>Release of Rights</b> services (No. of Release of Rights Parcels)                      Cost per parcel	Total	
	<u>5</u> <u>\$900</u>	\$ <u>4,500</u>	
I.	Recording fees (pass through cost) (No. of parcels)                      Cost per parcel	Total	
	<u>67</u> <u>\$30</u>	\$ <u>2,010</u>	
TOTAL FOR A, B, C, D, E, F, G, H & I			\$ <u>119,310</u>

\* If needed/authorized