

5.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2010-0202 Resolution Introduced

Resolution authorizing a Professional Service Contract with Single Source Inc. for Real Estate Consulting Services for a total sum of \$28,170.00.

Introduced: 9/21/2010

Controlling Body: Administration & Finance Committee

B. of Public Works

Sponsor(s): Administration & Finance Committee

B. of Public Works

COMMITTEE RECOMMENDATION

Adopted

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<i>9/21/2010</i>			Barczak	✓			
			Czaplewski	✓			
			Kopplin				
			Lajsic				
			Narlock				
			Reinke				
			Roadt	✓			
			Sengstock	✓			
		✓		Vitale			
			Weigel	✓			
			TOTAL	5			

SIGNATURE OF COMMITTEE MEMBER

Henry Barczak

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<i>9-21-10</i>			Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	10	1		



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0202

Final Action: 9/21/2010

Sponsor(s): Public Works Committee

Resolution authorizing a Professional Service Contract with Single Source, Inc. for Real Estate Consulting Services for a total sum of \$28,170.00.

WHEREAS, The Purchasing/Central Services Division has reported that it duly advertised a request for proposal for Local Public Agency (LPS) Real Estate Appraisal Acquisition/Negotiation Consulting Services related to the W. National Ave. Improvement Project for the WisDOT & Engineering Department of the City of West Allis, that the proposals received as shown on the attached bid report were reasonable; and,

WHEREAS, subsequent to the highest rated firm meeting our requirements, the evaluation team recommended that the contract award be made to the best qualified and lowest priced firm, Single Source, Inc.

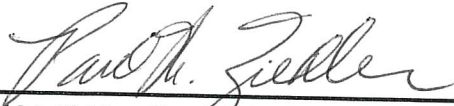
WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposal of Single Source, Inc. be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated September 7, 2010 submitted by Single Source, Inc. for furnishing Real Estate Consulting Services for a total net sum of \$28,170.00 in accordance with City of West Allis RFP 1094 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the Purchasing/Central Services Division be and is hereby authorized to enter into a contract for the aforesaid services.

PCSD1094

ADOPTED 09/21/2010



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

APPROVED 9/24/10



Dan Devine, Mayor

CITY OF WEST ALLIS

RFP 1094

REAL ESTATE CONSULTING SERVICES

TABULATIONS

	Single Source	Highland Group
Points Awarded	96	89
	87	88
Total Points Awarded	183	177
Price Proposal	28,170.00	52,760.00
Price per Point	153.93	298.08

Local Public Agency _____ Contract No. _____

RECEIVED

SEP 28 2010

CITY OF WEST ALLIS
ENGINEERING DEPT

CONTRACT BETWEEN
THE MUNICIPALITY OF City of West Allis (MUNICIPALITY),

AND Single Source, Inc. (CONSULTANT).

Project: National Avenue

Termini: S. 84th Street to S. 92nd Street

Highway: Local Road

County: Milwaukee

The CONSULTANT Representative is Steve Boll, whose
work address/telephone number is: (262) 789-8300 Ext. 103

The MUNICIPALITY Representative is Peter Daniels, whose
work address/telephone number is: (414) 302-8374

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$ 28,070.

This contract will extend for the term of seven months,
Beginning on October / 1 / 2010, Ending on May / 1 / 2011.
month day year month day year

For the CONSULTANT

By: [Signature]

Title: Principal

Date: 9/27/10

Social Security Number or FEIN _____

Do you
need copy
of this for
R-2010-0202
PCD

For the MUNICIPALITY of City of West Allis

[Signature] Michael Lewis
Authorized Official

Director of Public Works/City Engineer _____
Title / 9/28/2010
Date

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STANDARD PROVISIONS

I. SCOPE OF SERVICES

(1) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the MUNICIPALITY OF WEST ALLIS (HEREON KNOWN AS MUNICIPALITY).

(2) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the current Real Estate Program Manual (MANUAL). The MUNICIPALITY shall provide copies of the appropriate Manual section to the CONSULTANT upon request.

(3) The CONSULTANT shall from time to time during the progress of the services confer with the MUNICIPALITY and shall prepare and present such information, studies, or reports as may be necessary or as may be requested by the MUNICIPALITY to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the MUNICIPALITY. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by the MUNICIPALITY required changes in the detail of the services.

4) Meetings may be scheduled at the request of the CONSULTANT or the MUNICIPALITY for the purpose of discussing and reviewing the services under this CONTRACT. Meetings may include a visit to the PROJECT site. Meeting schedules are to be coordinated with the MUNICIPALITY Representative.

II. PROSECUTION AND PROGRESS

A. GENERAL

(1) Services under this CONTRACT shall commence upon notification from the MUNICIPALITY to the CONSULTANT, which order will constitute authorization to proceed.

(2) The CONSULTANT shall complete the services under this CONTRACT within the specified time for completion. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the MUNICIPALITY in the event of a delay attributable to the MUNICIPALITY, or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.

(3) The CONSULTANT may notify the MUNICIPALITY in writing when the services have been completed. Upon the MUNICIPALITY subsequent determination that the services have satisfactorily been completed, the MUNICIPALITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed services.

(4) Unless the CONTRACT has been terminated prior to completion of the services, the CONTRACT shall not be considered terminated upon completion and acceptance of the services, or upon final payment, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections to the services as are necessary for correcting errors or omissions made by the CONSULTANT.

B. DELAYS AND EXTENSIONS

(1) Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documented increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustment.

(2) Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of this CONTRACT by the other party.

(3) The MUNICIPALITY reserves the right to reduce the remaining contract compensation by \$0 for each business day (Saturday, Sunday, and Legal Holidays excluded) that the contracted service is late.

(NOTE: Item II (B)(3) is not applicable when FEDERAL dollars are used for real estate purposes.)

C. TERMINATION

(1) The MUNICIPALITY reserves the right to terminate all or part of this CONTRACT at any time with not less than ten days written notice to the CONSULTANT.

(2) In the event the CONTRACT is terminated by the MUNICIPALITY without fault on the part of the CONSULTANT, or by the CONSULTANT under II.B(2) above, the CONSULTANT shall be paid a prorated amount for the services rendered. The prorated amount shall be the same ratio to the total CONTRACT price as the percent of services completed or partially completed and delivered to the MUNICIPALITY, as determined by mutual agreement between the MUNICIPALITY and the CONSULTANT as a CONTRACT amendment.

(3) In the event the services of the CONSULTANT are terminated by the MUNICIPALITY for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value for the services rendered and delivered to the MUNICIPALITY up to the time of termination. The value of the services will be determined by the MUNICIPALITY.

(4) In the event of the death of any member or partner of the CONSULTANT'S firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the MUNICIPALITY and the survivors, in which case the CONSULTANT will be paid as set forth in II.C.(2) above.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

(1) The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the MUNICIPALITY.

(2) Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.

(3) No subcontracting or assignment of any services under this CONTRACT shall state, imply, intend, or be constructed to limit the legal liability of the CONSULTANT or the sub-consultant.

III. BASIS OF PAYMENT

(1) The CONSULTANT will be paid by the MUNICIPALITY for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, expenses, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT supplement. The CONSULTANT will not be compensated for poor or improper performance.

(2) The CONSULTANT shall submit detailed invoices not more often than once per month during the term of the CONTRACT, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the MUNICIPALITY within three months of completion of the CONTRACT. Final payment of any balance due to CONSULTANT will be made promptly after verification by the MUNICIPALITY, for completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the MUNICIPALITY. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.

(3) The MUNICIPALITY has the right to withhold any sum due and payable to the CONSULTANT under this CONTRACT, any amount the MUNICIPALITY determines the CONSULTANT owes the MUNICIPALITY, whether arising under this CONTRACT or under any other CONTRACT.

(4) The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the MUNICIPALITY, or WISCONSIN DEPARTMENT OF TRANSPORTATION, and FEDERAL HIGHWAY ADMINISTRATION(FHWA) during normal business hours in their respective offices for a period of five years following the financial closure of the project and final CONTRACT payment.

(5) If, in the CONSULTANT'S opinion, orders or instructions given by the MUNICIPALITY would require the discarding or redoing of services which were based upon earlier direction, approvals, or instructions given by the MUNICIPALITY, that would involve services not within the scope of services, the CONSULTANT must notify the MUNICIPALITY in writing if it desires extra compensation or a time extension. The MUNICIPALITY will review the CONSULTANT'S submittal, and if acceptable, approve a CONTRACT supplement.

IV MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF DOCUMENTS

At the option of the MUNICIPALITY and upon completion or termination of this CONTRACT all manuals, guides, written instructions, unused forms, books, information and documents furnished to the CONSULTANT by the MUNICIPALITY for performance of this CONTRACT or collected or prepared by the CONSULTANT in the performance of this CONTRACT shall be properly assembled, delivered, and become the property of the MUNICIPALITY. Documents collected or prepared by the CONSULTANT in the performance of this CONTRACT may be used without restriction by the MUNICIPALITY for any public purpose. Any such use shall be without compensation or liability to the CONSULTANT.

B. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the MUNICIPALITY shall have the right to annul this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

C. LEGAL RELATIONS

(1) The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

(2) In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the MUNICIPALITY, WISCONSIN DEPARTMENT OF TRANSPORTATION, or FHWA thereby, there shall be no personal liability upon the authorized representatives of the MUNICIPALITY, DEPARTMENT, and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.

(3) The CONSULTANT shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the CONSULTANT'S performance of the services under this CONTRACT.

(4) The CONSULTANT shall indemnify and save harmless the MUNICIPALITY, DEPARTMENT, and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence, errors or omissions of the CONSULTANT in conjunction with performance and completion of the services covered by this CONTRACT.

D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01(5)Wis. Stats., sexual orientation as defined in sec. 111.32(13m)Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship. Except with respect to sexual orientation, the CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

If there are federal funds on the project the "REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACT", State of Wisconsin/Department of Transportation, RE 1004 88 (Replaces RA 124) must be attached to the contract.

E. ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the MUNICIPALITY for any losses to or costs to repair or remedy as a result of the CONSULTANT'S negligent acts, errors, or omissions.

F. CONFLICT OF INTEREST

The CONSULTANT warrants it has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this CONTRACT. The CONSULTANT shall not employ any person currently employed by the MUNICIPALITY for any services included under the provisions of this CONTRACT.

G. DISADVANTAGED BUSINESS UTILIZATION

The CONSULTANT agrees to ensure that Disadvantaged Businesses as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT by the MUNICIPALITY or other such remedy as the MUNICIPALITY deems appropriate.

The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of services.

The CONSULTANT shall maintain records and document its performance under this item.

H. CONTINGENCY FEES

These fees allow flexibility for payment for services that go beyond the contracted scope of work and include such things as, additional parcels, changes required to previously accepted work because of project changes, meetings required by DOT for consultation beyond the scope of the contract and any other additional services needed. This does not include time or expense for correcting contractor errors or meetings requested by the contractor/agency to clarify the assignment.

I. PROJECT COST ESTIMATE FEES

The CONSULTANT shall prepare the Project Cost Estimate (Form # LPA 3045) for this project and submit it to the City of West Allis. The fee for these services shall be \$250.

J. REIMBURSEMENT SERVICE FEES

The CONSULTANT shall prepare an original Right of Way Detailed Statement of Expenditures (Form # LPA 1959) and submit form to the MC for review along with photocopies of the supporting materials and / or documents described in the LPA Manual (Form # LPA 1002). The fee for these services shall be \$1,340.

K. TAX SERVICE FEES

The CONSULTANT shall prepare the IRS 1099-S Forms for all applicable parcels and submit to the City of West Allis. The fee for these services shall be \$10 per parcel.

L. CERTIFICATION SERVICES

The CONSULTANT shall prepare the Certification of Local Public Agency Right of Way

Acquisition (Form # LPA 1959) for the project and submit to the City of West Allis. The fee for these services shall be considered incidental to other items of work.

VII. SPECIAL PROVISIONS - REAL ESTATE APPRAISAL

The CONSULTANT represents qualification by training and experience and is able to prepare and furnish to the MUNICIPALITY the desired appraisal reports in order to assist the MUNICIPALITY in determining present fair market value.

Total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "A" attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented appraisals of the parcel(s) listed on Exhibit "A" attached.

The MUNICIPALITY shall furnish the CONSULTANT with parcel numbers, right of way plat sheets, legal descriptions and names and addresses of record owners (unless identified elsewhere in this contract), and construction plan data (when available) sufficient to identify the property and define the appraisal assignment. However, the CONSULTANT will assume responsibility for the completeness, accuracy or applicability of appraisal-type information, sales, or other data given to the CONSULTANT from whatever source.

Note: Any and all costs to obtain information, or bids, that is desired, or required, in order to do a complete and professional appraisal must be included in the appraisal bid exhibit "A" below. (I.E. fixture appraisal, cost to cure bids, etc.)

The Appraisal report on each parcel and sales study, if applicable, shall deliver three (3) copies by the dates set forth in Exhibit "A" attached hereto. Any extension of time must be expressly granted in writing by the MUNICIPALITY. The MUNICIPALITY reserves the right to retain five (5) percent of the CONSULTANT'S fee pending review and acceptance of the appraisal report. The MUNICIPALITY may not, however, exercise a right to retain any portion of the CONSULTANT fee for matters only involving differences of professional opinion. Any matters not remedied promptly after proper notice is given, unless the time to comply is specifically extended, shall constitute a material breach of this contract.

If Nominal Payment Parcels are to be negotiated as a part of this contract, the CONSULTANT shall be responsible for the negotiation and appraisal of those parcels identified as Nominal Payment Parcels on the Exhibit "A". It is agreed that the Consultant shall be available to the Municipality for additional appraisals if needed. **The fee for these additional appraisals shall be \$1,000 per parcel.** The Municipality will not seek reimbursement from Federal or State funds for these additional appraisals and will pay for them with Municipal funds.

It is agreed that the CONSULTANT shall be available to the MUNICIPALITY for pretrial conferences with Counsel and the MUNICIPALITY for parcels contracted to appraise herein at the compensable per hour rate of: \$125

It is also agreed that the CONSULTANT will be available to the MUNICIPALITY for Court appearances and court testimony in its behalf on said properties for compensation computed on the per hour rate of: \$200

Payment for court appearances, and court testimony at the request of or in compliance with the legal process in behalf of adversary parties, not performed at the request or demand of the MUNICIPALITY, shall not be the obligation of the MUNICIPALITY.

The CONSULTANT shall apply the legal opinions and conclusions of law as given by the attorney for the MUNICIPALITY and shall use proper appraisal techniques, methods and analyses applicable, agrees to prepare the Appraisal Reports and Sales Studies, if applicable, in the approved formats to be provided by MUNICIPALITY as such formats are applicable and in accordance with all instructions provided. Exhibits "B" and "C" are attached hereto and made a part hereof as a reference summary for the CONSULTANT. The CONSULTANT also agrees to utilize the Certificate of Appraiser. The legal opinions and conclusions of law given by the attorney will be fully set forth in the appraisal report.

EXHIBIT "B"
APPRAISAL FORMATS

This is a brief summary of the three appraisal formats. For more detail see Chapter 3 of the Real Estate Program Manual, which will be provided upon request.

URAR Format (Uniform Residential Appraisal Report)

- Total taking of a residence - Note: additions required compared with usual banking requirements

Short Format Appraisal

- When a "Nominal Payment Parcel - Waiver of Appraisal Form" is rejected by the owner
- On a Non-Complex Parcel where highly comparable market data is available with minimal adjustments were required
- Present Highest and Best Use is not changed by the proposed improvement
- There are no substantial damages to the remainder and no special benefits, land severance \$2,000 or less NO building severance
- No dollar limit for Cost-to-Cure
- May include minor outbuildings, wells, septic systems, driveways or items of landscaping which may be evaluated by the cost approach

Standard Format (Detailed Appraisal)

- Complex appraisal problems
- Damages are difficult to support or determine
- Land severance damages over \$2,000
- Any building severance
- Format to be used if legal action is likely
- May be strip appraisal or before and after if buildings are affected

EXHIBIT "C"
SALES STUDIES

An acceptable sales study will contain all the comparable sales/rentals pertinent to the valuation of all subject properties contracted to appraise. **This is only a summary; the CONSULTANT agrees to refer to Chapter 3 of the MANUAL for greater detail.**

The appraiser should include the following in the sales study:

1. Vacant land sales - most current, comparable available in market area.
2. Sales with minor improvements which can be allocated. Especially valuable when vacant land sales are limited.
3. Improved Sales when applicable. Include analysis of improvements and allocate sales price between land, site improvements, various building improvements and personal property included in sales price, if applicable.
4. Include sales which are used to support adjustments in the comparative analysis or support severance damages to remainders for certain after situations.
5. Verification of sales data, preferably with principal parties in the transaction and documentation on the sales data sheets is required.
6. A sales location map with sufficient detail to easily locate all sales is required.
7. Complete a standardized sales data sheet for each comparable sale.
8. A summary of all sales will be included. Sales could be classified by use, location, size or other categories that will provide a reasonable division of the sales.
9. If the project involves properties where improvements are to be appraised and the income approach to value will be used, the CONSULTANT will contact the DEPARTMENT'S Review Appraiser assigned to project for further Rental Survey requirements.

VIII. SPECIAL PROVISIONS - REAL ESTATE NEGOTIATIONS

The CONSULTANT represents qualifications by training and experience and is able to provide the MUNICIPALITY the desired Negotiation services in order to assist the MUNICIPALITY in clearing the required Right of Way for the subject project.

The total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "A" attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented negotiation services. These services will be provided in conformance with the WISCONSIN DEPARTMENT OF TRANSPORTATION MANUAL[to be provided upon request], the Wisconsin Statutes, other appropriate and pertinent State and Federal laws, policies and guidelines described as responsibilities in this contract.

The CONSULTANT shall supply the individual parcel folders containing:

- Title Search Report
- Copy of Introductory/Brochure letter
- Original and Copy of Appraisal Report
- Approved Offering Price Report
- Negotiation Diary Forms
- Closing Statement Form
- Offering Price Letter (no date)
- Purchase Agreement Forms
- Administrative Settlement Forms
- Revised Offering Price Forms
- Typed Partial Release
- Property Inventory Report
 - Property Owners Appraisal Guidelines
 - Statement to the Construction Engineer
- Parcel Check List
- W-9 Form and Required IRS 1099-S Tax Forms
- Legal Description for Acquisition Area
- "Rights of Landowners" Brochures

The CONSULTANT shall send an Introduction/Brochure letter and "Rights of Landowners Under Wisconsin Eminent Domain Law" brochure to each parcel owner.

The MUNICIPALITY may meet with the CONSULTANT, prior to the initiation of negotiations, to review any file material pertinent to the acquisition process.

The MUNICIPALITY shall supply the CONSULTANT with the following:

- Construction Plans, Profiles and Cross Sections
- Right of Way Plats
- Design Study Report

The Consultant shall assume responsibility for the final disposition of the acquisition including voucher, payment, recording, and all condemnation actions required.

If Nominal Payment Parcels are to be negotiated as part of this contract, the MUNICIPALITY shall determine which parcels qualify as Nominal Parcels and identify such parcels on the Exhibit "A".

The CONSULTANT will determine the potential Offering Prices for all Nominal Parcels and provide the MUNICIPALITY a completed report listing those Nominal values for review and approval.

Any Appraisal Reports received from the property owners shall be handled in accordance with the MANUAL. The CONSULTANT shall submit a copy of the Appraisal Report along with a recommendation for payment or non-payment, to the MUNICIPALITY for review.

When Revised Offers or Administrative Revisions are warranted due to errors, design changes, owner's counter offers, litigation protection or other reasons, the CONSULTANT shall attempt to secure a purchase agreement from the owner subject to approval by the MUNICIPALITY in the case of a minor adjustment.

When a significant increase is involved the CONSULTANT shall set up a conference with the MUNICIPALITY

to discuss the proposed settlement prior to making any commitments to the Property Owner. The CONSULTANT should be prepared to present a recommendation and justification by means of factual data available. In either event the CONSULTANT will formally submit an Administrative Settlement or a Revised Offer to the MUNICIPALITY for approval.

By the end of each month or as requested, the CONSULTANT shall submit to the MUNICIPALITY a progress report for that month's activities.

If Nominal Payment Parcels are to be negotiated as a part of this contract, the CONSULTANT shall be responsible for the negotiation and appraisal of those parcels identified as Nominal Payment Parcels on the Exhibit "A". It is agreed that the Consultant shall be available to the Municipality for additional appraisals if needed. **The fee for these additional appraisals shall be \$1,000 per parcel.** The Municipality will not seek reimbursement from Federal or State funds for these additional appraisals and will pay for them with Municipal funds.

EXHIBIT "A"

NEGOTIATION PARCEL FEES

Negotiator				Date	
Parcel Number	Owner	Relocation ¹	Complex Negotiation Special Requirements	Required Completion Date	Negotiation Fee
1	Bovd R. Spanarud			1/20/2011	\$ 775
2	Steven A. Nennig Revocable Trust			1/20/2011	\$ 775
3	Margarethe E. Drechsler			1/20/2011	\$ 775
4	Bonnie & Mike Kroner			1/20/2011	\$ 775
5	Speedway Superamerica			1/20/2011	\$ 775
6	Charles & Mavis Kalashian LLC			1/20/2011	\$ 775
7	Kenneth M. Szymczak			1/20/2011	\$ 775
8	Jane E. Shore			1/20/2011	\$ 775
9	George K. Brell			1/20/2011	\$ 775
10	Mampre B. Ohanian Jr.			1/20/2011	\$ 775
11	RBB West Allis LLC			1/20/2011	\$ 775
12	Steven N. & Jeanine L. Sonntag			1/20/2011	\$ 775
13	Wayne J. Walton			1/20/2011	\$ 775
14	Gerald J. & Angeline Butalla			1/20/2011	\$ 775
15	Gerald J. & Angeline Butalla			1/20/2011	\$ 775
16	Community Housing Development, Inc.			1/20/2011	\$ 775
17	Mark G. & Barbara Faber			1/20/2011	\$ 775
18	Oliverio Perez-Rebollar			1/20/2011	\$ 775
19	Joanne C. Cook-Aldridge & Bradley L. Aldridge			1/20/2011	\$ 775
20	A. Smetals, Inc.			1/20/2011	\$ 775
21	Tammy A. Supan			1/20/2011	\$ 775
22	A. Smetals, Inc.			1/20/2011	\$ 775

23	Ralph A. Peterson			1/20/2011	\$775
23	Daniel J. Krall			1/20/2011	\$775
25	Mary F. Kopplin			1/20/2011	\$775
26	Bernhard & Nancy Schreib			1/20/2011	\$775
27	School District of West Allis/West Milwaukee Et. Al.			1/20/2011	\$775
28	James R. & Marjorie Henry			1/20/2011	\$775
SALES STUDY					\$2,500
CONTINGENCY FEE (Project Cost Estimate, Form # LPA 3045)					\$250
CONTINGENCY FEE (Reimbursement Services, Form # LPA 1959)					\$1,340
CONTINGENCY FEE (Tax Services, IRS Form 1099-S)					\$280
TOTAL FEE					\$26,070
PROJECT I.D.# 2410-11-20				COUNTY Milwaukee	

*If this box is checked, you must confer with the MUNICIPALITY prior to beginning the negotiation assignment.