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COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderspersons: Barczak
Lajsic
Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderspersons: Kopplin
Lajsic
Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderspersons: Kopplin
Trudell
Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderspersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderspersons: Sengstock
Weigel
Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0057

Final Action:

FEB 18 2004

Resolution authorizing a Professional Services Contract for Engineering Services for National Avenue flood abatement and intersection design at a total estimated cost of \$255,000.00.

WHEREAS, The Purchasing/Central Services Division has reported that it duly advertised a request for proposal for Design and Engineering Services for construction of the West National Avenue flood abatement structure over the Root River and for reconstruction of the West National/Oklahoma Avenue intersection, that the proposals received as shown on the attached bid report were reasonable; and,

WHEREAS, subsequent to the two highest rated firms, based upon their written proposal, being interviewed, the evaluation team unanimously recommended that the contract award be made to the highest rated and lowest priced firm, TN and Associates; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated February 6, 2004 submitted by TN and Associates, Inc. for providing engineering and design services for the estimated total net sum of \$255,000.00 in accordance with City of West Allis RFP #818 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the proper city officials be and are hereby authorized to enter into a contract for the aforesaid services.

PCSD818

ADOPTED

February 18, 2004

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

APPROVED

February 23, 2004

Jeannette Bell, Mayor

CITY OF WEST ALLIS

BID TABULATION

RFP #818

Design and Engineering Services for National/Oklahoma Ave.

Open: 2/27/04

	Total Points Awarded	Price
Applied Technologies, Inc.	16	Price proposal not opened
Owen Ayers & Associates, Inc.	60	Price proposal not opened
Graef, Anhalt, Schloemer & Associates, Inc.	61	Price proposal not opened
The Parsons Company	77	\$286,790.00
TN & Associates, Inc.	85	\$231,498.75

CITY OF WEST ALLIS
AGREEMENT FOR
PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, the City has solicited proposals from qualified persons to furnish design and engineering services for the construction of the W. National Avenue Flood Abatement Structure over the Root River and for the reconstruction of the W. National Avenue/W. Oklahoma Avenue Intersection (the "Project"); and,

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


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

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

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

TN & ASSOCIATES, INC.

CITY OF WEST ALLIS, WISCONSIN

By: 

Title: Contracts Manager

Date: April 27, 2004

By: 


Title: City Engineer

Date: 4/29/2004

ATTACHMENTS:

GENERAL CONDITIONS OF AGREEMENT
SCOPE OF SERVICES
CONSULTANT'S PROPOSAL
INSURANCE REQUIREMENTS
WORK ORDER

Approved as to form this 23rd day of
April, 2004.



City Attorney

**CITY OF WEST ALLIS
GENERAL CONDITIONS OF AGREEMENT FOR
PROFESSIONAL SERVICES**

CONSULTANT: T N & ASSOCIATES, INC.

PROJECT: DESIGN AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE W. NATIONAL AVENUE FLOOD ABATEMENT STRUCTURE OVER THE ROOT RIVER AND FOR THE RECONSTRUCTION OF THE W. NATIONAL/OKLAHOMA AVENUE INTERSECTION

1.01 BASIC SERVICES

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

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

2.01 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

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

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

3.01 BASIC SERVICES

A. CITY shall pay CONSULTANT (TN & Associates, Inc or Inter-Fluve, Inc. or Traffic Analysis & Design, Inc.) for Basic Services rendered under Section 1 on the basis of CONSULTANT'S Hourly Rate, plus Reimbursable Expenses and Services of Professional Associates and other Consultants as defined in this Section 3.

B. CONSULTANT estimates that the total cost of the Basic Services, Phase I, as enumerated in Section 1 is Two Hundred Thirty Thousand Six Hundred Eighty-five Dollars (\$230,685). CONSULTANT estimates that the total cost of the Basic Services, Phase II, is One Hundred Two Thousand Six Hundred Seventy-nine Dollars (\$102,679). CONSULTANT is authorized to proceed with Phase I only. CONSULTANT shall not proceed with Phase II until it

receives written authorization to proceed from the CITY. Hourly labor rates for TN & Associates, Inc., Inter-Fluve, Inc., and Traffic Analysis & Design, Inc. shall be billed to CITY as follows: Senior Engineer \$101.92, Staff Engineer \$67.17, Technician \$53.03.

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

3.02 ADDITIONAL SERVICES

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

1. For Additional Services of CONSULTANT'S (TN & Associates, Inc. or Inter-Fluve, Inc. or Traffic Analysis & Design, Inc.) principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of CONSULTANT'S Hourly Rate.
2. For services and Reimbursable Expenses of independent Professional Associates and Consultants employed by CONSULTANT to render Additional services pursuant to Section 2, subconsultant expenses shall be billed at CONSULTANT's direct cost plus subcontractor handling fee of 4.11%. CONSULTANT's expenses shall be billed at direct cost plus general & administrative costs of 19.55%.

3.03 REIMBURSABLE EXPENSES

A. As used in this Agreement Reimbursable Expenses mean the actual expense incurred by CONSULTANT (including G&A of 19.55%) or its independent Professional Associates or Consultants (including subcontractor handling fee of 4.11%), directly or indirectly in connection with the Project, such as expenses for: toll telephone calls and express mailings, reproduction of reports, drawings, specifications, bidding documents, laboratory tests and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by the CITY, overtime work requiring higher than regular rates.

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

3.04 HOURLY RATES.

As used in this Agreement hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all CONSULTANT'S (TN & Associates, Inc. or Inter-Fluve, Inc. or Traffic Analysis & Design, Inc.) personnel engaged directly on the Project, including but

not limited to other technical and business personnel as set forth in the Consultant's Hourly Rates. Hourly labor rates for TN & Associates, Inc., Inter-Fluve, Inc., and Traffic Analysis & Design, Inc. shall be billed to CITY as follows: Senior Engineer \$101.92, Staff Engineer \$67.17, Technician \$53.03.

3.05 TIME OF PAYMENT

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

4.01 COMMENCEMENT OF WORK

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

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

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

4.02 COMPLETION OF WORK

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

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

5.01 APPLICABLE LAW

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

6.01 APPROVALS OR INSPECTIONS

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

7.01 DISPUTE RESOLUTION

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

8.01 ASSIGNMENT

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

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

9.01 CANCELLATION; TERMINATION

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

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

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

D. If this AGREEMENT is cancelled or terminated by the CITY for reasons other than

the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments, which had become firm prior to the cancellation or termination.

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

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

10.01 DISCLOSURE

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

11.01 ENTIRE AGREEMENT; AMENDMENTS

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

12.01 FORCE MAJEURE

No party shall be responsible to the other party for any resulting losses and it shall not be a default of this Agreement if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual adverse weather conditions, or by any other cause not within the control of the party whose performance was interfered with and which by the exercise of reasonable diligence

such party is unable to prevent, whether of the class of enumerate causes or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. Upon the occurrence of a force majeure, written notice to the other party shall be given as herein provided. If the period of non-performance exceeds thirty (30) days from the receipt of the notice, the party whose ability to perform has not been so affected may, by written notice, terminate this Agreement.

13.01 INDEMNIFICATION; LIABILITY

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

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

14.01 INDEPENDENT CONTRACTOR

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

15.01 REPORT AND DOCUMENTATION REQUIREMENTS

A. The CONSULTANT'S invoices will be reduced by the sums set forth below for each week that the CONSULTANT fails to submit a report or document required under this AGREEMENT'S time schedule unless the CITY determines that such delay is attributable to a

force majeure as defined in SECTION 12.01, above. These reductions shall accrue after thirty (30) days written notice as provided in SECTION 30.01 in the amount of 5% of the Work Order for the first week and 10% of the Work Order for each week thereafter, for each report or document, which is overdue.

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

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

16.01 NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

17.01 OWNERSHIP OF DOCUMENTS

A. Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 9.01 all reports, specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the CITY.

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

18.01 OWNERSHIP OF WASTES [Environmental Contract Only]

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

19.01. PERIOD OF AGREEMENT

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

20.01 RELEASE OF INFORMATION

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

21.01 SAFETY

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

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

22.01 SITE ACCESS; DATA

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

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

23.01 STANDARD OF PERFORMANCE

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

24.01 SURVIVAL

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

25.01 SUCCESSORS AND ASSIGNS

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

26.01 TITLES

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

27.01 ACCESS TO RECORDS

A. The CONSULTANT and subcontractors to the CONSULTANT if any, agree to maintain for inspection by the CITY all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

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

28.01 ERRORS AND OMISSIONS

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

29.01 CONFLICT OF INTEREST

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

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

30.01 NOTICE

All notices, demands, certificates, reports or other communications under this

CITY OF WEST ALLIS

SCOPE OF SERVICES

RFP #818

**DESIGN AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE
W. NATIONAL AVENUE FLOOD ABATEMENT STRUCTURE OVER THE ROOT RIVER AND FOR THE
RECONSTRUCTION OF THE W. NATIONAL/OKLAHOMA AVENUE INTERSECTION**

I. INTRODUCTION

- A. This is a work for hire. All products of this project become the sole property of the City of West Allis.
- B. The City of West Allis is seeking proposals from engineering consulting firms to provide Design and Engineering Services for the Construction of the W. National Avenue Flood Abatement Structure over the Root River and for the Reconstruction of the W. National/Oklahoma Avenue Intersection.

II. BACKGROUND

One of the recommendations of the Root River Watercourse Flood Management Plan Advance Planning Analysis done by the Milwaukee Metropolitan Sewerage District (MMSD) and Parsons Engineering was that a flood abatement structure was needed at the W. National Avenue crossing of the Root River. The flood management alternative selected by the Root River Stakeholders was a combination of an engineered approach (flood abatement structure) and property acquisition. Negotiations between the City of West Allis and MMSD resulted in the recommendation of demolition of the existing bridge and the construction of a three span Con-Span type structure allowing the 1% recurrence interval flood to pass under the bridge.

The City of West Allis also was selected to receive federal Hazard Elimination Safety (HES) funds to improve safety problems at the intersection of W. National Avenue with W. Oklahoma Avenue (CTH NN) and with Root River Parkway (Milwaukee County Parkway road). The accident rate on this segment is extremely high with 1,237 accidents/100 million-vehicle miles. According to the agreement the City signed with the Wisconsin Department of Transportation (WisDOT), all HES funds for this project were allocated to the construction phase of the project. The City is responsible for all design engineering costs. The intent of this portion of the project is to provide WisDOT with all necessary documents so they can bid, and construct the intersection per WisDOT rules and regulations.

This project is unique and challenging both in scope and coordination. It's anticipated that two separate projects, with difference sponsoring agencies, will be built at the same time inside a rather small area. Obtaining approvals and permits from the various governmental agencies will be challenging enough. But, the specifications and plans must be drafted in order to successfully coordinate construction of these two projects with a minimum amount of delay to the public.

According to the City's agreement with WisDOT, design work must start by November 2004. The WisDOT agreement also specifies that construction work must start by November 2006. It's the City's intent to construct the project in 2005.

III. SCOPE OF SERVICES

The design of both the flood abatement structure and the reconfiguration of the W. National Avenue intersection with W. Oklahoma Avenue and Root River Parkway will be included in this proposal. The flood abatement structure will be let and managed by the City of West Allis with all construction engineering services provided as part of this proposal. The reconstruction of the W. National Avenue intersection with W. Oklahoma Avenue and Root River Parkway will be let and managed by WisDOT.

IV. RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for the professional quality, technical accuracy, clarity and completeness of

the Contract Documents. An outline of the services to be provided by the Consultant is listed below. Any work that, in the consultant's experience, is not included listed and may be needed should be mentioned in the proposal documents:

A. Project Management and Coordination

Manage the project to meet the objectives mutually agreed upon with the CITY's Project Manager. The project management tasks will include:

1. Prepare and submit for approval a work plan within one week of Notice to Proceed identifying staffing assignments, level of effort by task, communications, project record keeping and filing, task schedule, and deliverables.
2. Conduct and summarize in memorandum format kick-off meetings with project staff from the CITY, MMSD, the Wisconsin Department of Natural Resources (WDNR), WisDOT, the Milwaukee County Department of Parks and the Department of Public Works along with any other agencies, to review the project work plan and clarify issues as necessary.
3. Develop and maintain the project schedule.
4. Coordinate subconsultant assignments and activities.
5. Provide monthly invoices, project status, and schedule reports by the 15th of each month to the CITY.
6. The Consultant shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with the Wisconsin Department of Transportation (WisDOT) benchmarks, will be reported monthly (by the 15th of the month) to WisDOT. The projected date and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to WisDOT. The report shall be delivered in Excel spreadsheet format consistent with current WisDOT standards.
7. Prepare for, attend, and summarize in memorandum format progress meetings as needed with the CITY
8. Coordinate the work in progress with the CITY Project Manager. CITY Project Manager will contact appropriate CITY personnel to provide interpretation as needed of general CITY concerns.
9. Prepare for, attend, and summarize in memorandum format other project meetings with MMSD, WDNR, WDOT, or Milwaukee County.

B. Hydrology and Hydraulics (Flood Abatement Structure)

HSPF and HEC-RAS models of the Root River have been developed and calibrated during preparation of the Milwaukee Metropolitan Sewerage District's Root River Watercourse Flood Management Plan. These models are updated to reflect new information on existing and 2020 land use conditions (SEWRPC, 1998).

The CONSULTANT shall use these models to develop information necessary to complete the hydraulic and hydrologic analysis for this project as outlined below.

1. Determine the final size and configuration of the flood abatement structure and the streambank restorations such that the design meets the objectives of the MMSD's Root River Watercourse Flood Management Plan (does not create unacceptable water elevations upstream, downstream of the project area or adjacent to either side of the project area). Develop final flow and stage conditions with the HEC-RAS models used by Parsons Engineering Science, Inc. if necessary.
2. Incorporate design features that satisfy that desires of the MMSD, Milwaukee County, City of West Allis, and meets WDNR and Federal regulatory requirements.

C. Subsurface Investigations

Consultant shall perform as a part of the contract all Geotechnical Testing Investigations for the project area where culvert demolition, structure reconstruction, streambank restoration, and road construction are needed. Consultant is responsible for disposal of any related soil or sediment borings. Consultant shall conduct the following:

1. Geotechnical investigations shall be performed to provide engineering information to be used in the civil, geotechnical, and structural design of the project area. It shall consist of:
 - a. Review information available in any previous Root River report (Southeastern Wisconsin Regional Planning Commission Community Assistance Planning Report No. 130) and/or any other relevant documents.
 - b. Design of the field investigation program.
 - c. Identify right-of-way requirements associated with field boring and coordinate utility and Digger's Hotline for driller. Coordinate with the City's real estate consultant to obtain permission for access to all properties where geotechnical drilling is determined necessary.
 - d. Procure and schedule a driller.
 - e. Develop a site safety plan and applicable disposal plan for soil borings.
 - f. Prepare appropriate erosion control measures consistent with all applicable municipal ordinances and state requirements.
 - g. Coordinate and observe the field investigations.
 - h. Obtain a sufficient number of soil samples for moisture content, gradation, atterberg limits, and unconfined compressive strength to adequately characterize conditions along project area.
2. Develop Geotechnical memorandum utilizing collected data to support plans and specifications for the final design documents. Consultant shall prepare a Subsurface Investigation Report summarizing the Geotechnical Investigations.

This report will review subsurface investigation data and identify any conditions which may prevent implementation of the design and agreed upon WDNR requirements within the estimated construction cost. If such conditions exist, Consultant and City shall review the constraints and revise the project scope accordingly.

D. Design Tasks

TASK 1: -Design of Culvert Demolition, Structure Reconstruction and Streambank Restoration

1. Design Survey
Conduct design topographic surveys of culvert, streambank and roadway elevations. Review as-built information and field locate utilities and sewers. Field locate wetland delineation points established by SEWRPC.
2. Culvert Demolition and Structure Reconstruction Plans, Specifications, and Cost Estimates
Prepare construction drawings and specifications suitable for bidding for the removal of the existing culverts and the construction of a three span Con-Span type structure. Address any modifications to the various utilities attached to or constructed near the structure including, but not limited to, City of West Allis storm sewers, sanitary sewers, water mains, WE Energies natural gas mains, and Ameritech ducts. Prepare a cost estimate of probable construction cost.

3. Structural Alternative Analysis
Complete a preliminary structural alternative analysis to assess using a single span bridge with precast box girders versus a three span ConSpan type bridge. The analysis will consider construction staging issues, hydraulics, profile, and preliminary construction and design costs. Prepare a summary report of findings.
4. River Bank Reconstruction Plans, Specifications, and Cost Estimates
Analyze river hydraulics and shear stress to design bank treatments for site. Prepare construction drawings and specifications for the reconstruction of both banks. Prepare a cost estimate of probable construction cost.
5. Permitting
Obtain all necessary local, state and federal permits for design and assist with permits for construction as needed at each site. At a minimum, we anticipate a Chapter 30 permit from the WDNR for construction at the site and a permit from Milwaukee County. MMSD staff has offered to assist the consultant with obtaining all permits for work related to the bridge and Root River.

TASK 2: Design Reconfiguration of W. National Avenue Intersection with W. Oklahoma Avenue (CTH NN) and Root River Parkway

1. Design Survey
Conduct design topographic survey along proposed road alignment on W. National Avenue, W. Oklahoma Avenue, and Root River Parkway.
2. Concept Design and Alternatives Analysis
Develop three concept designs and evaluate the preliminary designs in sufficient detail to quantify the impacts and costs. Traffic engineering will include intersection capacity analyses to determine appropriate lane configurations for each of the alternatives. Right-of-way needs will also be assessed.
3. Design Meetings
As described in subsection 9 below, Consultant will participate in an informational meeting with the property owners adjacent to W. National Avenue, W. Oklahoma Avenue and Root River Parkway to coordinate design of the reconfigured intersection. Arrange and facilitate meetings with the MMSD, Milwaukee County Parks and Public Works Departments and WisDOT to coordinate construction of the proposed reconfigured intersection over the proposed flood abatement structure.
4. Road Plans, Specifications, and Cost Estimates
Prepare final construction plans, specifications and estimates for the reconfigured intersection of W. National Avenue with W. Oklahoma Avenue and Root River Parkway. Road plans shall be designed in accordance with the principles, standards, and practices adopted by the WisDOT as specified in the Facilities Development Manual, and shall be developed in accordance to the DOT's Standard Specifications for Highway and Structure Construction. The Plans will be subject to review and examination by the City of West Allis, WisDOT, and the Federal Highway Administration (FHWA).
5. Design Reports.
 - i. Design Study Report will be prepared for the project.
 - ii. Pavement Type Selection Report will be prepared only for a concrete pavement alternate. A life cycle cost analysis will not be performed.
 - iii. Exceptions to Design Standards Report will be prepared if necessary for the project and Consultant will be compensated for such report as an Additional Service.
 - iv. Encroachment Report will be prepared if necessary for the project.
6. Environmental Documentation.
 - i. Type II pER – programmatic Environmental Report will be prepared for the project.
 - ii. Hazardous Materials/Contamination Assessments
 1. A Reconnaissance Investigation and a Phase 1 Record Search and Report will be prepared for the project in accordance with WisDOT's Facilities Development Manual.

- 2. A Phase 2 Investigation will be performed within the right-of-way at the former auto service station adjacent to the roadway between W. National and W. Oklahoma Avenue.
 - iii. Agricultural Impact Notice is not included in this contract.
 - iv. Section 4(f) Evaluation is not included in this contract.
 - v. Section 6(f) Evaluation is not included in this contract.
 - vi. Section 106 Documentation and Historical and Archaeological Surveys and Studies are not included in this contract.
 - vii. Noise Analysis is not included in this contract.
 - viii. Air Quality Analysis is not included in this contract.
7. Agency Coordination.
- i. Section 404 permits are not included in this contract.
 - ii. Section 9 and 10 Permits are not included in this contract.
8. Utility Involvements.
- i. This is not a TRANS 220 project.
 - ii. One coordination meeting with utilities having facilities on the project will be held.
9. Public Involvement.
- i. One informational meeting will be held to acquaint the public with the concepts and probable impacts of this PROJECT.
 - ii. Public hearings are not included in this contract.
10. Surveys.
- i. Survey includes all topography for the project including utilities as marked by Diggers Hotline, establishing control points, and establishing benchmarks.
 - ii. Monumentation of the proposed right of way is not included in this contract.
 - iii. Temporary marking of the existing right of way for coordination with utilities is not included in this contract.
11. Soils and Subsurface Investigations.
A total of 2 soil borings to a depth of five feet for the purposes of classifying soils by pedological means to provide pavement design parameters are included under this contract.
12. Road Plans.
- i. Road Plans will include the following:
 - 1. Title Sheet
 - 2. Typical Cross Sections and General Notes
 - 3. Special Details including roadway elements, geometric layouts, and salvage/disposal of highway materials.
 - 4. List of Standard Detail Drawings
 - 5. Miscellaneous Quantities
 - 6. Plan and Profile Sheets
 - 7. Computer Earthwork Data and Mass Diagrams
 - 8. Cross Sections
 - 9. Traffic Control Plan
 - 10. Erosion Control Plan
 - 11. Storm Sewer Plan
 - 12. Marking and Signing Plan
 - 13. Traffic Signal Plans
 - ii. Two traffic signal plans will be designed for the intersections of Oklahoma Avenue and Root River Parkway with W. National Avenue. Traffic signal plans will include:
 - 1. Signal layout plans
 - 2. Signal interconnect plans
 - 3. Sequence of operations
 - 4. Signal Cabling plans
 - 5. Signal timing plans
 - 6. Signal progression plans

- 7. Construction details
- 8. Miscellaneous quantities
- 9. Special provisions
- iii. Street Lighting Plans will be designed as an extension of the City of West Allis new National Avenue “parallel” circuit which ends at Oklahoma Avenue. The existing “series” circuits on Oklahoma Avenue must also be modified and maintained. The existing Milwaukee County Parks lighting circuit along the Root River Parkway must also be maintained.

13. Meetings.

- i. An Operational Planning Meeting will be held to discuss the organization and processing of the Services under this contract.
- ii. Three meetings shall be held with local officials to plan, review, and coordinate the project.
- iii. Three meetings shall be held with City of West Allis staff prior to the public information meeting and before major project submittals.
- iv. A 30% submittal will be prepared according to the District 2 Local Program 30% meeting guidelines.
- v. A 60% plan review meeting with WisDOT and City of West Allis staff will be held prior to the Design Study Report submittal. Information and displays presented at this meeting will be prepared according to the WisDOT District 2 Local Program 60% Meeting Guidelines.
- vi. A 90% - prefinal plan review meeting with WisDOT and City of West Allis staff will be held, as scheduled by the WisDOT, approximately 45 – 60 days prior to PS & E submittal date. Information and displays presented at this meeting will be prepared according to the WisDOT District 2 Local Program 90% Meeting Guidelines.
- vii. One coordination meeting with utilities having facilities on the project will be held.
- viii. One pre-construction conference will be attended as scheduled by WisDOT.

14. Plats.

Preparation of a right of way plat, legal descriptions, and title searches are not included in this contract.

15. Traffic.

- i. Traffic analysis will include turning movement counts at the intersections of Oklahoma Avenue and Root River Parkway with W. National Avenue, Pedestrian counts at the intersection of W. National Avenue and Root River Parkway, review and analysis of existing traffic counts provided by the City of West Allis, comparison analysis of alternatives, and recommendations of intersection configurations.
- ii. Traffic signal warrants will be performed only at the intersection of W. National Avenue and Root River Parkway.
- iii. Temporary traffic signal design is not included in this contract.
- iv. Accident analysis is not included in this contract.

TASK 3: Utility Coordination

1. WE Energies

Coordinate culvert removal plans with WE Energies. WE Energies will be responsible for the design and relocation of impacted gas mains.

2. Ameritech

Coordinate bridge removal plans with Ameritech design. Ameritech will be responsible for the design and relocation of the phone duct package.

3. City of West Allis Engineering Department

Coordinate culvert removal plans with the Engineering Department water main, storm and sanitary sewer design staff. The Consultant will be responsible for the design and for providing plans and specifications for the relocation of the impacted storm sewers and street lighting circuits.

E. Drawings, Specifications, Cost Estimate, and Schedule

Consultant shall prepare drawings and specifications suitable for bidding and constructing the two separate construction projects, based on the findings of Tasks B and C for the project area. The following subtasks are involved:

1. Define temporary easement requirements and provide to City. City is responsible for right-of-way and easement acquisition for this project.
2. The Consultant shall prepare a 30% submittal according to the WisDOT District 2 Local Program 30% meeting guidelines.
3. The Consultant shall hold a 60% plan review meeting. The Information and displays presented at this meeting will be prepared by the Consultant according to the WisDOT District 2 Local Program 60% Meeting Guidelines.
4. The Consultant shall hold a 90% plan review meeting as scheduled by WisDOT. The Information and displays presented at this meeting will be prepared by the Consultant according to the WisDOT District 2 Local Program 90% Meeting Guidelines. The meeting shall be held approximately 45 – 60 days prior to PS & E submittal date.
5. Provide a copy of design drawings at estimated 30%, 60% and 90% completion level to the City, and permitting agencies (MMSD, WDNR, U.S. Army Corps of Engineers (ACOE), WisDOT, Milwaukee County) and other affected agencies and utilities for their review and comment.
6. Respond to 30%, 60% and 90% completion level comments and prepare final design drawings, specifications, and construction cost estimate.
7. Prepare specifications using standard specifications from MMSD and WisDOT and use the new watercourse specifications. The MMSD shall provide electronic copy of all sections requested by Consultant.
8. The Consultant shall provide estimated quantities for asphalt (Tons), concrete pavement (S.Y.) base aggregate (Tons), concrete bridge deck overlays (S.F.), concrete masonry bridge deck, (S.F.), and common and borrow excavation (C.Y.) as applicable for the PROJECT. An initial estimate shall be provided at the 30%, 60% and 90% milestones.
9. The City drafting standards are designed to be compatible with Microstation CAD software. All electronic files must be delivered in a native .DGN file format, one file per drawing and registered to the Wisconsin State Plane Coordinate System. No file translations from another CAD software to .DGN file format will be accepted by the City. All files, fonts, etc. used or referenced in each .DGN file must be included with the electronic submittal. The electronic files should meet a standard that they will open in Microstation and print the hard copies submitted on standard plotters without requiring additional modifications. File names must meet the file naming convention provided by the City. One set of 22" x 34" mylars and one (1) electronic copy on CD-ROM media will also be required for final drawing submission for final design and record drawing.
10. Prepare appropriate erosion control measures consistent with all applicable municipal ordinances and state requirements.
11. Select and edit appropriate sections of the current MMSD Master Specifications for watercourse projects.
12. Prepare detailed essentially complete Final project specifications adequately coordinated with the Plans. Incorporate comments received on the Preliminary specifications.
13. Perform internal Design QC review of essentially complete Final construction drawings and specifications, in accordance with Consultant's review procedures. Incorporate internal QC review comments before submittals for WDNR or WisDOT review and approval and for Final stage review.

14. Respond to consolidated City review comments and incorporate items as mutually agreed upon between the City and the Consultant into the essentially complete construction drawings and specifications.
15. Assist the City in obtaining regulatory agencies' approval of contract documents, attend joint meetings with the City and regulatory agencies and incorporate into the construction drawings and specifications comments from regulatory agencies review. Submit original, sealed construction drawings and final prototype specifications to the City for printing and bidding purposes.
16. Prepare a memorandum for use by the resident engineer. This memorandum shall include the following information as a guide to field personnel during construction. The draft memorandum shall be submitted to the City for review before finalization.
 - a. A list of construction submittals that are required by the contract Documents that will be reviewed by the Consultant during construction and that are critical to construction scheduling.
 - b. A description of special or unique construction conditions that require special attention by project management and/or construction field staff. Reference the pertinent details and/or specification relating to the special or unique conditions identified.
 - c. A list of specifications that contain special insurance requirements, hold-point inspections and/or special testing and acceptance criteria for items not covered by standard technical references(s).
 - d. A list of equipment and materials that may require special handling and/or site storage requirements.
17. Incorporate site, traffic, maintenance, and permit requirements into the specifications.
18. Submit one reproducible copy of contract documents for City reproduction, advertising, and bidding.

F. Bid and Award Services (Flood Abatement Structure)

Consultant shall provide the following services during the bid phase of the project:

1. Prepare Invitations to Bid.
2. Respond to bid inquiries.
3. Attend the pre-bid meeting, site tour, and bid opening.
4. Prepare addenda as required.
5. Analyze bids, prepare bid tabulations and prepare engineer's cost estimate.

G. Engineering Services During Construction (Flood Abatement Structure)

Consultant shall provide engineering construction management services for the construction of the flood abatement structure and restoration of the streambank as well as providing engineering support services for the intersection reconstruction which is being managed by WisDOT. The Consultant shall assist the City during construction as follows:

1. Participate in the preconstruction conference.
2. Manage and coordinate design team engineering support during construction.
3. Review and document the contractor's technical submittals for compliance with Contract Documents.
4. Interpret the technical content of the drawings and specifications with respect to requests for clarifications and/or deviation from them and make recommendation for specific action.

5. Assist the City in the resolution of claims, disputes and/or deviations from the Contract Documents and assist in the preparation and negotiation of contract modifications.
6. Perform stream slope stakes and bridge control point stakes as required for construction.

H. Responsibilities of the City

In order that the work contained in this Scope of Services may be completed in an efficient and expeditious manner, the City shall provide the following items or services to the Consultant.

1. Provide a Project Manager to coordinate City support.
2. Maintain contact through the Project Manager with the Consultant.
3. Provide feedback and direction as the project progresses.
4. Attend joint meetings with Consultant, the City, regulatory review agencies and other stakeholders as needed.
5. Access to City records.
6. Provide any customized detail drawings or specifications that the City wishes to be included in the plans and specifications.

CONTRACT PRICING PROPOSAL W. NATIONAL AVENUE/OKLAHOMA INTERSECTION DESIGN

W. National Avenue / Oklahoma Design
Design Engineering
Root River Parkway to Oklahoma Avenue
Intersection Total 4-8-04

Phase 1																				
Task Description	WBS Level	Task 1000		Task 2000		Task 3000		Task 4000		Task 5000		Task 6000		Task 7000		Task 8000		Task 1200		
		Administration & Coordination	Design Reports		Environmental Document		Agency Coordination		Utility Coordination		Public Involvement		Survey		Preliminary		Meetings & Conferences			
		01.01		01.02		01.03		01.04		01.05		01.06		01.07		01.08		01.12		
Direct Labor Categories	Labor Rate	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	
Senior Engineer	\$ 101.92	25	\$ 2,548	21	\$ 2,140	59	\$ 6,013	44	\$ 4,484	10	\$ 1,019	8	\$ 815	3	\$ 306	90	\$ 9,173	56	\$ 5,708	
Staff Engineer	\$ 67.17	10	\$ 672	46	\$ 3,090	126	\$ 8,463	34	\$ 2,284	28	\$ 1,881	4	\$ 269	50	\$ 3,359	228	\$ 15,315	104	\$ 6,986	
Technician	\$ 53.03	13	\$ 689	10	\$ 530	45	\$ 2,386	0	\$ -	18	\$ 955	16	\$ 848	42	\$ 2,227	156	\$ 8,273	28	\$ 1,485	
1 Total Labor		48	\$ 3,909	77	\$ 5,760	230	\$ 16,862	78	\$ 6,768	56	\$ 3,855	28	\$ 1,932	95	\$ 5,892	474	\$ 32,761	188	\$ 14,179	
Non-Labor Categories		Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		
Materials / Supplies		\$ -		\$ -		\$ 150		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 678		
Equipment		\$ -		\$ -		\$ 1,694		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
Reproduction / Copying		\$ 65		\$ 66		\$ 40		\$ 39		\$ 65		\$ 65		\$ 33		\$ 130		\$ 65		
Travel: Mileage		\$ -		\$ 5		\$ 46		\$ 44		\$ -		\$ 5		\$ 293		\$ 15		\$ 54		
2 Other Direct Costs		\$ 65	\$ 71	\$ 1,930	\$ 83	\$ 65	\$ 70	\$ 326	\$ 145	\$ 797										
Subcontractors		Hours	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	Cost (\$)	
STS Consultants		0	\$ -	0	\$ 1,475	0	\$ 3,290	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
Great Lakes Analytical				\$ 1,180																
Senior Engineer (Traffic Analysis and Design Inc.)		\$ 101.92	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Staff Engineer (Traffic Analysis and Design Inc.)		\$ 67.17	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Technician (Traffic Analysis and Design Inc.)		\$ 53.03	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Other Direct Cost (Traffic Analysis and Design Inc.)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3 Total Subcontracts		0	\$ -	\$ -	\$ 2,655	\$ 3,290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4 TOTAL PRICE		48	\$ 3,974	77	\$ 5,831	230	\$ 21,447	78	\$ 10,141	56	\$ 3,920	28	\$ 2,002	95	\$ 6,218	474	\$ 32,906	188	\$ 14,976	

CONTRACT PRICING PROPOSAL W. NATIONAL AVENUE/OKLAHOMA INTERSECTION DESIGN

W. National Avenue / Oklahoma Design
Design Engineering
Root River Parkway to Oklahoma Avenue
Intersection Total 4-8-04

Task Description	Phase 2											Project Total		
	Phase 1 Total			Task 9000		Task 1100		Phase 2 Total						
	WBS Level			Final Design		PS & E Documents								
				01.09		01.11								
Direct Labor Categories	Labor Rate	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	Total Hours	Total Cost			
Senior Engineer	\$ 101.92	316	\$ 32,206	98	\$ 9,988	83	\$ 8,459	181	\$ 18,447	497	\$ 50,653			
Staff Engineer	\$ 67.17	630	\$ 42,319	222	\$ 14,912	52	\$ 3,493	274	\$ 18,405	904	\$ 60,724			
Technician	\$ 53.03	328	\$ 17,393	310	\$ 16,439	16	\$ 848	326	\$ 17,287	654	\$ 34,680			
1 Total Labor		1274	\$ 91,918	630	\$ 41,339	151	\$ 12,800	781	\$ 54,139	2055	\$ 146,057			
Non-Labor Categories			Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		Total Cost (\$)			
Materials / Supplies			\$ 828		\$ -		\$ -		\$ -		\$ 828			
Equipment			\$ 1,694		\$ -		\$ -		\$ -		\$ 1,694			
Reproduction / Copying			\$ 568		\$ 130		\$ 65		\$ 195		\$ 763			
Travel: Mileage			\$ 461		\$ 15		\$ 15		\$ 29		\$ 491			
2 Other Direct Costs			\$ 3,551		\$ 145		\$ 80		\$ 225		\$ -		\$ 3,775	
Subcontractors			Cost (\$)		Cost (\$)		Cost (\$)		Cost (\$)		Total Cost (\$)			
STS Consultants			0 \$ 4,765		\$ -		0 \$ -		0 \$ -		0	\$ 4,765		
Great Lakes Analytical			\$ 1,180						0 \$ -		0	\$ 1,180		
Senior Engineer (Traffic Analysis and Design Inc.)	\$ 101.92	0	\$ -	128	\$ 13,046	0	\$ -	128	\$ 13,046	128	\$ 13,046			
Staff Engineer (Traffic Analysis and Design Inc.)	\$ 67.17	0	\$ -	231	\$ 15,516	0	\$ -	231	\$ 15,516	231	\$ 15,516			
Technician (Traffic Analysis and Design Inc.)	\$ 53.03	0	\$ -	26	\$ 1,379	0	\$ -	26	\$ 1,379	26	\$ 1,379			
Other Direct Cost (Traffic Analysis and Design Inc.)			\$ -		\$ 749		\$ -		0 \$ 749	0	\$ 749			
3 Total Subcontracts		0	\$ 5,945	385	\$ 30,690	0	\$ -	385	\$ 30,690	385	\$ 36,635			
4 TOTAL PRICE		1274	\$ 101,414	1015	\$ 72,174	151	\$ 12,880	1166	\$ 85,054	2440	\$ 186,468			

**CONTRACT PRICING PROPOSAL
FLOOD CONTROL STRUCTURE DESIGN**

Root River Flood Control Structure Design
Root River Parkway to Oklahoma Avenue

		Task 1000		Task 2000		Task 3000		Task 4000		Task 5000		Task 6000	
Task Description		Administration & Coordination		Agency Coordination		Utility Coordination		Public Involvement		Environmental Documentation		Preliminary Design	
WBS Level		01.01		01.02		01.03		01.04		01.05		01.06	
Labor Rates		No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost	No of Hours	Cost
Direct Labor Categories													
Senior Engineer		24	\$ 4,844	18	\$ 3,612	3	\$ 306	10	\$ 1,010	2	\$ 204	117	\$ 11,415
Staff Engineer		0	\$ -	40	\$ 2,837	20	\$ 1,243	4	\$ 289	24	\$ 1,612	66	\$ 4,433
Technician		53.03	\$ 742	0	\$ -	0	\$ -	15	\$ 440	10	\$ 500	178	\$ 8,852
Total Labor		53	\$ 5,226	78	\$ 6,560	23	\$ 1,649	30	\$ 2,136	36	\$ 2,246	304	\$ 22,530
Non-Labor Categories													
Materials / Supplies			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Reproduction / Copying			\$ 60		\$ 50		\$ -		\$ 40		\$ -		\$ 60
Travel / Mileage			\$ -		\$ 25		\$ 10		\$ 10		\$ 170		\$ 200
Other Direct Costs			\$ 60		\$ 75		\$ 10		\$ 50		\$ 220		\$ 265
Subcontractors													
Labor Phase - Senior Engineer		Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)
Labor Phase - Technician		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	187	\$ 19,059
Other Direct Cost (Labor Phase)		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 618
STS Consultants		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Material Testing Laboratory		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Subcontract		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	199	\$ 30,185
TOTAL PRICE		53	\$ 5,226	78	\$ 6,635	23	\$ 1,659	30	\$ 2,186	36	\$ 2,466	503	\$ 52,980

**ENGINEERING DEPARTMENT
OF THE CITY OF WEST ALLIS**

INSURANCE REQUIREMENTS FOR CONSULTANTS

A. INSURANCE REQUIRED.

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

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

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

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

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

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

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

B. GENERAL ENDORSEMENTS.

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

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

8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the City.
9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
10. Indemnification. The policies shall contain an acknowledgement by the underwriters that the Consultant shall indemnify and save harmless the City of West Allis against any and all claims resulting from the wrongful or negligent acts or omissions of the Consultant or other parties acting on its behalf under the Contract; and that the hold harmless assumption on the part of the Consultant shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

C. **MINIMUM LIMITS AND OTHER PROVISIONS.**

1. WORKER'S COMPENSATION INSURANCE.

Workers Compensation Insurance:

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

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

2. GENERAL LIABILITY INSURANCE.

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

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

Premises and Operations

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

Personal Injury with Employment Exclusion deleted

Unlicensed Mobile Equipment

Explosion, Collapse and Underground Hazard Coverages

Blanket Contractual (Independent Consultant's Protective)

Broad Form Property Damage
Contingent Coverage for Subcontractors

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

b. Minimum Limits of Liability:

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

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

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

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

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

b. Minimum Limits of Liability:

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

4. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE**

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

b. Minimum Limits of Liability:

Minimum \$1 Million

C:/My Documents/Agreements/Insurance Instr-Consultants.doc

CITY OF WEST ALLIS
WORK ORDER

TO: TN & ASSOCIATES, INC.

DATE: April 23, 2004

PROJECT: Construction of the W. National Avenue Flood Abatement Structure over the Root River and Reconstruction of the W. National Avenue/W. Oklahoma Avenue Intersection

SUBJECT: Design and Engineering Services

In accordance with Resolution No. R-2004-0057 adopted February 23, 2004 and the Agreement for Professional Services dated as of April 29, 2004, 2004 (the "Agreement"), you are directed to proceed with work on Phase I of the Project as outlined below. CONSULTANT shall not proceed with Phase II until it receives written authorization to proceed from the CITY.

Work: See attached Scope of Services dated April 23, 2004.

Estimate: \$ 230,685.00

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

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

Issued:

Received and Approved:

CITY OF WEST ALLIS

TN & ASSOCIATES, INC.

By: [Signature]

By: [Signature]

Title: City Engineer

Title: Contracts Manager

Date: 4/29/2004

Date: April 27, 2004

COMPTROLLER'S CERTIFICATE

Countersigned this 29 day of April, 2004 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.

[Signature]
Gary Schmid, Manager of Finance/Comptroller