

January 31, 2024

Mike Steiner, PE  
Assistant City Engineer  
City of Wauwatosa  
7725 W. North Avenue  
Wauwatosa, WI 53213

RE: Contract for Professional Services  
Wisconsin Avenue (106<sup>th</sup> Street to 98<sup>th</sup> Street)  
Real Estate Services

Dear Mr. Steiner:

Kapur & Associates, Inc. (CONSULTANT) is pleased to submit this proposed contract and scope of work to the City of Wauwatosa, WI (CLIENT) for professional services for improvements along Wisconsin Avenue.

SCOPE OF SERVICES

Kapur's scope of services includes the following tasks.

Task A: Project Administration and Coordination

Project administration for carbon reduction program document review and real estate services including subconsultant management and coordination, invoicing and scheduling, providing information as requested to facilitate real estate acquisition, and coordinating with the City of Wauwatosa.

Task B: Carbon Reduction Program Documents

Provide guidance to the CLIENT and review non-traditional project forms completed by the CLIENT for the planned HPS to LED street light conversion project funded by the Carbon Reduction Program grant.

Task C: Real Estate Services (subcontracted to Single Source, Inc.)

- (1) Negotiations/Acquisitions
  - (a) Negotiate all parcels and other acquisition services (assuming up to 15 parcels).
    - i. Up to fifteen (15) acquisitions shall be acquired via appraisal. Additional acquisitions shall be considered extra work.
  - (b) SUBCONSULTANT shall maintain an individual Parcel File Folder on each parcel to be negotiated which will include a negotiation diary of each contact with the property owner and/or action taken in the acquisition process as well as all other pertinent documents/correspondence relating to the negotiations/acquisition of the individual parcel. Individual Parcel Files will contain, as applicable, the following:
    - i. Parcel Check List





- ii. Title Search Report
  - iii. Legal Description for Acquisition Area(s)
  - iv. Copy of Introductory Letter(s)
  - v. Approved "Offering Price Report"
  - vi. Offering Price Letter
  - vii. Negotiation Diary
  - viii. Closing Statement Form
  - ix. Disposition of Real Estate Tax Forms (if applicable)
  - x. Property Remnant Report (if applicable)
  - xi. Property Inventory Report (if applicable)
  - xii. Statement to the Construction Engineer
  - xiii. W-9 Form
  - xiv. Design Study Report
  - xv. Partial Releases (if deemed necessary). Should a bank charge a fee for a partial release, CLIENT shall decide if reasonable and will pay cost. If unreasonable, property will be acquired via a Jurisdictional Offer.
  - xvi. SUBCONSULTANT shall be reimbursed by CLIENT for all recording fees.
- (c) All individual parcel files are considered to be the property of CLIENT and shall be turned over by SUBCONSULTANT upon completion of the project.
- (d) Any appraisal received from property owners shall be handled according to the Real Estate Program Manual (REPM), Chapter 3. SUBCONSULTANT shall submit a copy of such appraisals, with a recommendation for payment or non-payment, to CLIENT for review and approval. To be eligible for payment from CLIENT, the owner's appraisal must be delivered, and date stamped to SUBCONSULTANT within 60 days of the date of delivery of appraisal/offer (post-marked by the due date is acceptable).
- (e) When an 'Administrative Revision' offer appears warranted due to market evidence, errors, design changes, owner's counter-proposal, litigation protection, etc., SUBCONSULTANT shall:
- i. When a minor increase in the approved offer (based on justification) is proposed SUBCONSULTANT shall:
    - 1. On nominal parcels, have owner sign Waiver showing increased amount subject to CLIENT approval.
    - 2. On all others, attempt to secure a signed 'purchase agreement' from the owner for the increased amount, contingent on CLIENT approval.
  - ii. When a significant increase in the approved offer is proposed, SUBCONSULTANT shall discuss the proposed settlement with CLIENT before making any commitments with the owner.
  - iii. SUBCONSULTANT shall present to the owners all approved administrative revisions in writing, amending the previous offer.
- (f) All payment requests, with supporting documentation, shall be submitted to CLIENT for processing.





- (g) On parcels being acquired by "Award", SUBCONSULTANT shall:
  - i. Prepare the Jurisdictional Offer (J.O.) and coordinate with CLIENT for review and approval of the file prior to SUBCONSULTANT forwarding to the property owner and other parties of interest.
  - ii. Upon approval of the Jurisdictional Offer, SUBCONSULTANT will send the Jurisdictional Offer (J.O.) to the property owner, and other parties of interest, via "certified mail, return receipt requested".
  - iii. SUBCONSULTANT shall prepare a "Lis Pendens" and forward, along with a copy of the J.O. and legal description of the property, to the "Register of Deeds" for filing within 14 days of mailing the J.O. to the property owner.
  - iv. At the time the J.O. is mailed to the property owner, an award and payment request shall be submitted to CLIENT for final approval.
  - v. CLIENT will forward the check to SUBCONSULTANT for disposition and final file closing.
- (h) SUBCONSULTANT shall submit monthly progress reports to CLIENT, which shall include, but not limited to, the following:
  - i. A summary of activities for the month.
  - ii. Notification of any problems encountered.
- (i) SUBCONSULTANT shall provide deeds and other documents for recording directly to the appropriate 'Register of Deeds' after the property owner(s) has/have been paid. SUBCONSULTANT shall pay any recording and filing fees.
- (j) SUBCONSULTANT shall assume responsibility for the final disposition of the acquisition(s) to include – payment request, payment, recording, and all condemnation actions required up to the filing of the Award of Damages.
- (k) CLIENT'S responsibilities include:
  - i. CLIENT shall send a "Letter of Introduction" and a "Rights of Landowners Under Wisconsin Eminent Domain Law" brochure to each parcel owner. The letter shall be sent on CLIENT letterhead.
  - ii. CLIENT will approve all offering prices (including nominal parcel payments as necessary), revised offering prices, administrative settlements, and awards. CLIENT agrees to do so in a timely manner.
  - iii. CLIENT will process all payment requests and provide checks to SUBCONSULTANT as indicated on a parcel-by-parcel basis.
  - iv. CLIENT will provide payment for all recording or filing fees (pass through cost).
- (2) Appraisals
  - (a) SUBCONSULTANT will furnish to CLIENT complete and fully documented appraisal reports of fifteen (15) partial acquisitions. Additional acquisitions shall be considered extra work.





- (b) Appraisals will be Standard Abbreviated, "before" & "after" appraisals.
  - (c) SUBCONSULTANT will prepare two (2) copies of the appraisal report (with color photos) for each appraised parcel and shall be delivered to CLIENT with an Offering Price Report for review and approval.
  - (d) CLIENT will review the report, coordinate with SUBCONSULTANT any revisions or clarifications, and notify SUBCONSULTANT when the report has been accepted and approved.
- (3) Relocations  
Not included in this CONTRACT.
- (4) Utility Parcels  
Not included in this CONTRACT.

#### SCHEDULE

According to the anticipated schedule for the Wisconsin Avenue Multi-Use Path (Design ID 2994-23-00), real estate services are anticipated to start in November 2024. Based on that schedule, Kapur and Single Source, Inc. will complete the real estate services scope of work by December 2025.

#### FEES AND BILLINGS

The CONSULTANT will be compensated by the CLIENT for services provided under this CONTRACT on the following basis:

For Tasks A-B performed by Kapur, \$8,471.08 as shown in the attached Fee Breakdown Charts.

For Task C (Real Estate Appraisals and Negotiations/Acquisitions), subcontracted to Single Source, Inc., the CONSULTANT'S actual cost to Single Source, Inc. not to exceed \$53,700.00 for units delivered based on rates in the attached proposal letter.

Compensation in excess of the total contract amount of \$62,171.08 shall not be allowed unless approved by a written contract amendment.

#### ACCEPTANCE

If this proposed contract is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office. Thank you for the opportunity to submit this proposed contract. My team is looking forward to continuing work with you on this project. Should you have any questions, or require further information, please call me at (414) 751-7230.





## STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

### Article 1 Scope of Services

ENGINEER shall provide CLIENT with services in connection with the Project as described in Scope of Services. ENGINEER shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's service.

Unless otherwise specifically included in the proposal, ENGINEER's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

### Article 2 Schedule of Services

ENGINEER shall start and complete work as set forth in the Scope of Services. ENGINEER shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of ENGINEER's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

### Article 3 CLIENT's Responsibility

CLIENT shall do the following in a timely manner so as not to delay the service of ENGINEER:

**3.1** Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

**3.2** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the ENGINEER may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

### Article 4 Payment Terms

CLIENT agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

### Article 5 Term and Termination

ENGINEER's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed or suspended by CLIENT for more than three months for reasons beyond ENGINEER's control, ENGINEER may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, ENGINEER reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. ENGINEER shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to ENGINEER. If any work covered by this Agreement is suspended, terminated or abandoned for any reason other than ENGINEER'S breach of the Agreement, the CLIENT shall compensate the ENGINEER for services rendered to the date of written notification of such suspension, termination or abandonment.

### Article 6 Indemnity

CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent or intentional acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

### Article 7 Limit of Liability

CLIENT agrees that ENGINEER's total liability, in the aggregate, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, shall not exceed \$500,000.


### Article 8 Ownership and Copyright of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without ENGINEER's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

### Article 9 Electronic Media

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic formats, or other types of information furnished by ENGINEER to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of this project.

ENGINEER: **Kapur**

By:   
Print: Aaron Bubb  
Title: Associate / Project Manager  
Date: January 31, 2024

The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.

CLIENT: **City of Wauwatosa**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

2-Party Agreement  
 Wisconsin Avenue  
 Real Estate  
 City of Wauwatosa  
 Original Contract

Fee Computation Summary by Engineering Task

Task	Activity Code	Direct Labor Costs	Indirect Labor Costs	Fixed Fee	Direct Expenses	Total
PROJECT ADMINISTRATION AND COORDINATION	887	\$1,248.66	\$1,801.19	\$226.32	\$67.00	\$3,343.17
CARBON REDUCTION PROGRAM DOCUMENTS	765	\$1,954.42	\$2,819.25	\$354.24	\$0.00	\$5,127.91
TOTAL		\$3,203.08	\$4,620.44	\$580.56	\$67.00	\$8,471.08

Home Office Overhead Rate: 1.4425

Fixed Fee: 7.25%

**2-Party Agreement**  
**Wisconsin Avenue**  
**Real Estate**  
**City of Wauwatosa**  
**Original Contract**  
**Direct Expenses by Item**

Item	Activity Code	Unit	Unit Type	Rate	Total Expenses
Mileage (Coordination) - Personal Vehicle Miles	887	100	Miles	\$0.670	\$67.00
<b>TOTAL</b>					<b>\$67.00</b>

**2-Party Agreement**  
**Wisconsin Avenue**  
**Real Estate**  
**City of Wauwatosa**  
**Original Contract**  
**Consultant Contract Total Fee Computation**

Wisconsin Avenue 2-Party Agreement	Original Contract	Total for Contract
Number of Staff Hours	52	52
Total Direct Labor	\$3,203.08	\$3,203.08
Total Indirect Labor Costs	\$4,620.44	\$4,620.44
Direct Expenses	\$67.00	\$67.00
Subtotal	\$7,890.52	\$7,890.52
Fixed Fee	\$580.56	\$580.56
Subtotal	<b>\$8,471.08</b>	<b>\$8,471.08</b>
Subcontract 1 - Single Source, Inc.	\$53,700.00	\$53,700.00
<b>TOTAL COST</b>	<b>\$62,171.08</b>	<b>\$62,171.08</b>

Home Office Overhead Rate 144.25%

Fixed Fee 7.25%



January 10, 2024

Aaron J. Bubb, PE  
Kapur & Associates  
Associate / Project Manager  
7711 N Port Washington Road, Milwaukee, Wisconsin 53217

**Subject: Project ID 2994-23-00  
Wisconsin Avenue Multi-Use Path  
Honey Creek-Mayfair, Wisconsin-Potter  
Milwaukee County  
City of Wauwatosa**

**RE: Proposal Letter: Appraisal & Acquisition Services**

Dear Mr. Bubb:

Single Source, Inc. shall appraise and acquire 15 partial acquisitions, per right-of-way plat number 2994-23-00. The appraisal reports will incorporate an extraordinary assumption that the improvements equalized assessed value is equivalent to the market value of the improvements. All acquisitions shall be in compliance with WISDOT standards and Chapter 32 of Wisconsin Statutes.

The proposed fees are as follows;

15 Appraisals @ \$2,150 per report =	\$32,250
15 Negotiations @ \$1,200 per negotiation =	\$18,000
15 recordings @ \$30 each =	\$ 450
LPA Certification =	\$ 500
Project Management =	\$ 2,500
	<u>\$53,700</u>

If you have any questions or concerns, please do not hesitate to call; 262-789-8300, X103. We appreciate the opportunity and are looking forward to working with you.

Respectfully,

**Single Source, Inc.**

Steve Boll  
Principal