

Consulting Services Contract
City of Waukesha – Foth Infrastructure & Environment, LLC
Project Name: N/NW Barstow Street Bridge Maintenance Design/Recommendations

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Foth Infrastructure & Environment, LLC, Lincoln Center II, 2514 South 102nd St., Ste. 278, West Allis, WI 53227, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the following Project: **N/NW Barstow Street Bridge Maintenance Design/Recommendations**

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP, and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the Scope of Work stated in the RFP and the Consultant's responsive Proposal, as modified by the Parties, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant \$8,010.00 for the Maintenance Report (B-67-039 Preliminary Rehabilitation Analysis/Recommendation) and, if authorized, \$14,670.00 for Preliminary Plan (B-67-039 30% Design Plans and cost estimate) for performance of the Work in compliance with the terms and conditions of this Contract. Consultant shall invoice the City, monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than September 1, 2019, subject only to delays for circumstances beyond Consultant's control, provided Consultant re-commences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
7. **Indemnification.** Consultant shall indemnify, defend, and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind to the extent that they arise out of or in connection with Consultant's performance of the Work, including court costs and actual attorney fees.

- 8. Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. Consultant shall obtain an endorsement making the City an additional insured, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
- a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Excess liability-umbrella, \$5,000,000.
 - d. Worker compensation, statutory requirements.
 - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
- 9. Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
- 10. Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
- 11. Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
- 12. Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
- 13. Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
- 14. Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
- 15. Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention Brandon Schwenn, P.E.
 Engineering Division
 City of Waukesha
 130 Delafield Street
 Waukesha WI 53188

To Consultant: Attention Thomas J. Ludwig, P.E.
 Foth Infrastructure & Environment, LLC
 Lincoln Center II
 2514 South 102nd St., Ste. 278

16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment, subject to statutory governmental immunities and liability limits.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties formed as a result of the City's RFP and the Consultant's responsive proposal. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable. If there are any conflicts among the terms of this Contract and any documents incorporated into this Contract, including Schedule A, then the terms of this Contract shall control.
24. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.
25. **Limitation of Liability.** Consultant shall not be liable for incidental or consequential contract damages. There shall be no other limitations of Consultant's liability.
26. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records and will be subject to disclosure to the public under Wisconsin's Open Records law.
27. **Effective Date.** This Contract shall be effective as of the latest date of execution shown below.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

To certify that funds are provided for payment:

Richard L. Abbott, Director of Finance
Date: _____

Foth Infrastructure & Environment, LLC

By (print name) _____
Title: _____
Date: _____

By (print name) _____
Title: _____
Date: _____



Lincoln Center II
2514 South 102nd Street, Ste. 278
West Allis, WI 53227
(414) 336-7900
www.foth.com

June 12th, 2019

Mr. Brandon Schwenn, P.E.
Project Engineer
City of Waukesha
130 Delafield St.
Waukesha, WI 53188

RE: Request for Quote- Barstow Street Maintenance Design/Recommendations

Dear Mr. Schwenn,

Foth is pleased to submit a quote of services to assist the City of Waukesha by providing rehabilitation guidance and, if authorized, preliminary structures plans for the Barstow Street bridge over the Fox River, structure B-67-39.

Foth will evaluate the current structure and provide an alternative analysis that evaluates three alternatives and provide an analysis of costs for the City's planning use. Once the cost analysis has been performed, an alternative selected, and Foth is authorized, we will complete preliminary plans for the City to use in developing final structure plans. These plans will be provided in an electronic format compatible with the City's AutoCAD Civil 3D 2018 template. It is not anticipated that and geotechnical work will be completed as part of this work, hence no services have been quoted. Previous communications with City staff indicated that the City would provide any needed survey to complete the work, hence no survey services have been quoted.

It is understood that the rehabilitation recommendations are due July 19th 2019. Preliminary plans of the structure will take place, if authorized, from alternative selection and be due September 1st 2019.

Should you have any questions about our proposed scope of services or would like further detail on our proposed tasks, please feel free to call Kevin or me at (414) 336-7900. We look forward to working with you on this project.

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in blue ink, appearing to read "T. Ludwig".

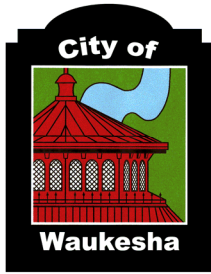
Thomas J. Ludwig, P.E.
Principle in Charge



Attached:

Updated-RFQ Barstow St Bridge-20190521.pdf

6-10-19 Engineering Estimate – Barstow Street.pdf



**CITY OF WAUKESHA
DEPARTMENT OF PUBLIC WORKS**



REQUEST FOR QUOTE

DESIGN ENGINEERING SERVICES

FOR

**N/NW Barstow Street Bridge
Maintenance Design/Recommendations**

Issued: May 20, 2019
Updated May 21, 2019

GENERAL INFORMATION

The City of Waukesha is requesting a quote to conduct Engineering services along N/NW Barstow Street from Wisconsin Avenue to E. North Street. The project includes preliminary structure rehabilitation guidance/analysis, 30% preliminary structure rehabilitation design for B-67-039 (Barstow St. over Fox River) if authorized, and 100% final structure rehabilitation design for B-67-039 (if authorized). Results of the preliminary bridge structure rehabilitation, 30% preliminary structure plan (if authorized), ~~and 100% final structure plan (if authorized)~~ will be used to assist the City in the planning and delivering final design of the N/NW Barstow St. Utility and Street Reconstruction Project.

SCHEDULE:

Preliminary B-67-039
Rehabilitation recommendations: July 19, 2019
30% B-67-039 Design
(If Authorized): September 1, 2019
~~Final B-67-039 Design
(If Authorized): : November 22, 2019~~

PROJECT DESCRIPTION AND SCOPE:

N/NW Barstow Street is a major arterial roadway on the east border of downtown Waukesha. The majority of land use along N/NW Barstow St is commercial in nature. This section of Barstow Street is one of the main entry points into Downtown Waukesha and is very important both for vehicles and pedestrians. It also provides a major access point to the Fox Riverwalk and Frame Park. As such, a main goal should be a well-designed roadway that accommodates pedestrians, bicycles, as well as vehicles providing strong and clear connections to downtown, Riverwalk and other landmarks. The section of N/NW Barstow Street included in this project is between Wisconsin Avenue and E. North Street, and includes a 4-lane bridge (B-67-039) over the Fox River. The roadway currently consists of a poor condition 40'-48' wide urban cross section with sidewalks on both sides of the street throughout the project limits. The existing right-of-way for N/NW Barstow Street varies from 60 to 70 feet wide. It is anticipated that no ROW will be acquired for the roadway reconstruction project. The final roadway and utility reconstruction plans for N/NW Barstow Street will be designed by the City of Waukesha.

Preliminary Rehabilitation Recommendations for Bridge B-67-039:

- Evaluation of the 2018 Inspection report for B-67-039
- Provide rehabilitation alternative recommendations based on the inspection report.
- Complete alternative analysis based on rehabilitation alternatives.
- Provide preliminary cost estimates for each rehabilitation alternative (Top 3 alternatives).

The 30% B-67-039 Rehabilitation Design (If Authorized)

- A 30% preliminary design for the recommended rehabilitation of B-67-039
 - Design shall incorporate the roadway design elements and cross section provided by the City's planned roadway reconstruction.
- A cost estimate in conjunction with the proposed 30% plan scope for the City's use in future budgetary purposes.
- Preliminary plan CAD files shall be compatible with the City of Waukesha AutoCAD Civil 3D 2018 template.

The Final B-67-039 Rehabilitation Design (If Authorized)

- ~~A 90% draft design for the recommended rehabilitation of B-67-039 for use during a Draft plan review meeting~~
 - ~~Design shall incorporate the roadway design elements and cross section provided by the City's planned roadway reconstruction.~~
- ~~A 100% Structure Plan, cost estimate, and construction details & specifications for B-67-039. This deliverable includes digital CAD files that are compatible with AutoCAD Civil 3D 2018. Design shall incorporate the roadway design elements and cross section provided by the City's planned roadway reconstruction.~~

Deliverables

- Recommended rehabilitation work report for B-67-039 including alternative analysis and preliminary cost estimates.
- A 30% Structure Plan and cost estimate for B-67-039 based on the City's preferred cross section alternative. This deliverable includes digital CAD files that are compatible with AutoCAD Civil 3D 2018. (If Authorized)
- ~~A 90% Structure Plan, cost estimate, and construction details & specifications for B-67-039. This deliverable includes digital CAD files that are compatible with AutoCAD Civil 3D 2018. (If Authorized)~~
- ~~A 100% Structure Plan, cost estimate, and construction details & specifications for B-67-039. This deliverable includes digital CAD files that are compatible with AutoCAD Civil 3D 2018. (If Authorized)~~

ADDITIONAL PROJECT ELEMENTS INCLUDE:

- Provide at a minimum the following meetings with the City of Waukesha:
 - Initial kickoff meeting
 - Bi-weekly conference calls
 - One interactive public input meeting
 - Review meeting
- Submit studies/reports for review at the following City project milestones:
 - 30% (If Authorized)
 - ~~90% (If Authorized)~~
 - ~~100% (If Authorized)~~

ITEMS AVAILABLE FROM THE CITY INCLUDE:

- The following Traffic Counts:
 - 24 Hour ADT and intersection turning movement counts
 - Traffic projection information
 - City will collect any other traffic data needed upon request
- The City's modified AutoCAD Civil 3D 2018 template
- Scanned images of design and/or as-built plans, may be available.
- B-67-039 July 2018 Inspection Report
- City GIS data.
- Electronic Civil 3D Roadway design files for the reconstruction project (Updated as design level progresses)
- Electronic copy or link to the current edition of the City's Standard Construction Specifications.

- Electronic copies of the Central City Master Plan (2012) and Integrated Street Master Plan (2013)
- Electronic copies of specifications for current streetscape elements (bike racks, planters, benches)

AGENCY AND UTILITY INVOLVMENT:

The Department of Public Works anticipates that the following organizations (but not restricted to) will have some involvement in this project:

- City of Waukesha Community Development Department
- City of Waukesha Parks, Recreation, and Forestry Department
- City of Waukesha Board of Public Works
- City of Waukesha Common Council
- Wisconsin DNR
- WisDOT Bureau of Structures
- Any other permitting agencies
- Downtown Waukesha Business Association

COST PROPOSAL

N/NW Barstow Street Bridge Maintenance Design/Recommendations

B-67-039 Preliminary Rehabilitation Analysis/Recommendation	\$ <u>8,010</u>
B-67-039 30% Design Plans and cost estimate (If Authorized)	\$ <u>14,670</u>
B-67-039 Final Design Plans, Specifications & Cost Estimate (If Authorized)	\$ <u> </u>

