

Consulting Services Contract
City of Waukesha – Single Source, Inc.
Project Name: Real Estate Services 2022 Surface Transportation Program (STP) St. Paul Ave.
Reconstruction

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Single Source, Inc., 1250 South Sunny Slope Rd., Brookfield, WI 53055, 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:

Real Estate Services 2022 Surface Transportation Program (STP) St. Paul Ave. Reconstruction

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

The Consultant submitted a proposal (Exhibit 1) 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 (Scope of Work) and Schedule B (Cost), according to the terms and conditions of this Contract. Schedule A and B are 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 \$32,850.99 for performance of the Work in compliance with the terms and conditions of this Contract described in Schedule B. 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 May 1, 2021, 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 Craig Ausen, P.E.
 City of Waukesha
 130 Delafield Street
 Waukesha WI 53188

To Consultant: Attention Steve Boll
Single Source, Inc.
1250 Sunny Slope Road
Brookfield, WI 53005

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:_____

Single Source, Inc.

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

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

Schedule A

Scope of Work

GENERAL INFORMATION

The City of Waukesha has applied for and will be receiving funding from WisDOT STP Urban over 200,000 programs. This RFP is to provide Engineering and Real-Estate services for the following project ID's:

<u>Project I.D.:</u>	2718-04-01	2718-04-21
<u>Street:</u>	West St Paul Avenue	West St Paul Avenue
<u>From:</u>	Mountain Avenue	Mountain Avenue
<u>To:</u>	Madison Street	Madison Street
<u>Length:</u>	0.5 Mi	0.5 Mi
<u>Service:</u>	Design	Real-Estate

The project includes preparation of real-estate documents, preliminary and final plat, and right-of-way acquisition. The roadway design and supporting documents will be completed by internal City staff. The consultant is expected to work with City staff to provide required AutoCAD files, plan sheets, estimates, and WisDOT reports and supporting documents.

All Engineering and Design requirements shall meet the standards and requirements of the Wisconsin Department of Transportation.

Project Description:

W. St Paul Avenue is a major arterial roadway on the border of downtown Waukesha. The majority of land use along W. St Paul Avenue is commercial in nature. The roadway currently consists of a poor condition 40'-48' wide urban cross section with sidewalks on both sides of the street throughout most of the project limits. The existing right-of-way for W. St Paul Avenue varies from 60 to 70 feet wide. It is anticipated that ROW will need to be acquired for the roadway reconstruction project. The roadway and utility reconstruction plan for W. St Paul Avenue will be designed by the City of Waukesha.

Plat Preparation and Right-of-Way acquisition

- It is anticipated Right-of-Way or easements will be needed for the installation of new sidewalk and curb ramps at intersections. Also, temporary easements will be needed for construction purposes.
- A total of 21 parcels (7 appraisal parcels approximately and 14 nominal appraisal parcels approximately) are involved with this construction project.
- The Consultant agrees to provide a Project Data Book, Nominal Payment Parcel Report, Appraisals, Negotiation and Acquisition Services and Certification of Local Public Agency Right of Way Acquisition Form to the City in conformance with the Wisconsin Department of Transportation Real Estate Manual (MANUAL), Wisconsin Statutes of Eminent Domain, other appropriate and pertinent State and Federal laws, policies and guidelines.
- No charges can be incurred for Appraisals, Negotiations and Acquisition Services until the Project Data Book has both Federal and State approvals.
- The Consultant shall provide all necessary forms as outlined in the LPA MANUAL for all aspects of Appraisal and Negotiations.
- The Appraiser for this project shall be a certified General Appraiser by the State of Wisconsin.

- The Consultant will send out the “Offering Price Letter” and copy the City.
- The Consultant is responsible for Partial Release Forms.
- Within 10 working days of the receipt of the notice to proceed, the Consultant shall have contacted all parcel owners, as described in the MANUAL. Specific attention is directed to the following and the appropriate sections of the MANUAL.
 - a) The Consultant shall prepare for negotiations in accordance with the MANUAL. The individuals performing appraisal services shall have the appropriate certifications as required by the State of Wisconsin. Under no circumstances shall the same individual who performed the appraisal for a given parcel perform the negotiations for that parcel.
 - b) The Consultant shall perform assigned field activities in a professional manner.
 - c) The Consultant shall maintain detailed negotiation diaries.
 - d) The Consultant shall proceed with basic negotiation steps as described in the MANUAL
- Any appraisals received from property owners shall be handled according to the MANUAL. The Consultant shall submit a copy of such appraisals to the City with the Consultants' reviews and recommendations. An invoice and recommendation for payment or non-payment of the owners' appraisal fee shall be submitted to the City for consideration.
- For the property owner to be eligible for appraisal payment, the appraisal must be delivered to the Consultant or the City within the 60 day period defined in the MANUAL.
- When Revised Offers appear warranted due to errors, design changes, owner's counter-proposal, litigation protection, etc., the Consultant shall proceed as follows:
 - a) When an increase in the approved offer (based on justification) is proposed, the Consultant shall:
 - Submit to the City and WisDOT Coordinator for review. Then the WisDOT Coordinator shall submit to WISDOT, for review and approval, the proposed increase using an Administrative Settlement form.
 - The Consultant shall present to the owner the approved Settlement or Revised Offer in writing. Follow normal negotiation procedures as outlined in the LPA MANUAL
- By the end of each month, or as requested, the Consultant shall submit to the City a progress report for that month's activities which shall include, but not be limited to;
 - A summary of activities for the month,
 - a project log indicating the status of each parcel and
 - any problems encountered.
 - At the same time, the Consultant shall turn in to the City, any completed parcel acquisition files.
- If a voluntary settlement cannot be reached, the Consultant shall prepare documents for acquisition under Wisconsin Statutes of Eminent Domain, which shall include the drafting of related documents (i.e., Jurisdictional Offer, Lis Pendens, Award of Damages, etc.)
- The Consultant shall update title reports for each parcel, prior to the closing of each parcel.

- The Consultant shall assume responsibility for the final disposition of the acquisition including negotiation notes, required memos, letters, vouchers, payment, all closing or condemnation actions required, and shall deliver the acquisition documents to the City.
- The Consultant will be responsible for completing in full the DOT Reimbursement form and all necessary attachments.
- Consultant shall work with other City's consultants in the preparation of the plat.

MAJOR PROJECT ELEMENTS

- Preparation of Right-of-Way plat, Right-of-Way staking, and Right-of-Way acquisition.

ADDITIONAL PROJECT ELEMENTS INCLUDE:

- Provide at a minimum the following meetings with the City of Waukesha:
 - Initial kickoff meeting
 - Bi-weekly conference calls
 - Stakeholder meetings for Real-Estate (as needed for Real-Estate acquisition)
 - One public information meetings (only required for Real-Estate)
 - Review meetings (30/60/Draft PS&E)
- Consultant shall work with the City to develop the delivery schedule. Consultant shall submit studies/reports/plans/specials/estimate for review at the following City project milestones:
 - 30% (2/1/2020) (Tentative)
 - 60% (7/1/2020) (Tentative)
 - Preliminary Plat (7/1/2020) (Tentative)
 - 1078 (9/1/2020) (Tentative)
 - Final Plat (9/1/2020) (Tentative)
 - Draft PS&E (5/1/2021) (Tentative)
 - Final PS&E (8/1/2021)
 - Let (12/14/2021)
- The Public Information meeting shall be for affected residents, Common Council Members and the general public.

ITEMS AVAILABLE FROM THE CITY INCLUDE:

- Scanned images of design and/or as-built plans, may be available.
- City GIS data.
- Electronic Civil 3D Roadway design files for the reconstruction project (Updated as design level progresses)

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 City Attorney
- City of Waukesha Parks, Recreation, and Forestry Department
- City of Waukesha Board of Public Works

- City of Waukesha Common Council
- Wisconsin DNR
- WisDOT
- Wisconsin Historical Society
- Any other permitting agencies
- Other project consultants
- City of Waukesha Finance Department
- Conflicting Utility Companies

Schedule B

Costs - Single Source, Inc	Fee	Total Fee
Project Data Book (PDB)		\$3,500
7 Appraisals (\$1,300 each)	\$9,100	
7 Appraisal Negotiations / Acquisitions (\$750 each)	<u>\$5,250</u>	
TOTAL APPRAISALS PARCELS	\$14,350	\$14,350
14 Nominal Negotiations / Acquisitions (\$750 each)		\$10,500
Nominal Payment Parcel Report		\$250
LPA Right-of Way Certification		\$250
Technical Review; (PDB, Appraisals, Nominal Payment Parcel)		\$3,500
Project Management		<u>\$500</u>
TOTAL PROJECT COSTS		<u>\$32,850</u>
Single Source, Inc.		



REQUEST FOR PROPOSAL

Real Estate Appraisal & Acquisition Services
West St. Paul Avenue: – Mountain Avenue to Madison Street
Project ID: 2718-04-21

PREPARED FOR

City of Waukesha; Department of Public Works
City Hall Annex
Mr. Craig Ausen – City Engineer
130 Delafield Street
Waukesha, Wisconsin 53188

PREPARED BY

SINGLE SOURCE, INC.

July 9, 2019

City of Waukesha; Department of Public Works
City Hall Annex
Mr. Craig Ausen – City Engineer
130 Delafield Street
Waukesha, Wisconsin 53188

Subject: PROJECT ID: 2718-04-21
Real Estate Appraisal & Acquisition Services
West St. Paul Avenue: – Mountain Avenue to Madison Street
City of Waukesha, Waukesha County, Wisconsin
Project ID: 2718-04-21

RE: Request for Proposal for Real Estate Services

Dear Mr. Ausen:

Thank you for the opportunity to submit a proposal to the City of Waukesha to provide real estate services for the subject project. It is our understanding that twenty-one parcels will be affected, 7 appraisal parcels and approximately 14 nominal parcels. The Project Manager for the proposed projects will be Steve Boll. Contact information for Mr. Boll is as follows; Single Source, Inc., 1250 South Sunny Slope Road, Brookfield, Wisconsin 53005. Mr. Boll can be reached by telephone; 262-789-8300, ext. 103 or via email at steve@single-source-inc.com.

We are looking forward to providing real estate services to the City of Waukesha. Please do not hesitate to call or email with any questions.

Respectfully,



Single Source, Inc.

Steve Boll

Principal

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COMPANY PROFILE

Single Source, Inc., an "S" corporation
1250 South Sunny Slope Road
Brookfield, WI 53005
Telephone No.: 262-789-8300
Toll-Free Telephone No.: 866-605-8301
Fax No.: 262-789-1302

FIRM'S PRINCIPALS

Steve Boll; Steve is one of two principals at Single Source, Inc. Steve is a Wisconsin Certified General Appraiser and a Wisconsin Department of Transportation approved negotiator. Steve has been involved in real estate appraisal and right-of-way acquisition for the past 27 years. Steve is actively involved with the International Right-of-Way association, is a candidate for the SR/WA designation. In-addition, Steve has served on the Wisconsin Department of Transportation District 2, Local Public Agency committee.

Over the past 26 years, Steve has acquired thousands of parcels of land, both partial and full acquisitions, appraised over 2,000 partial and full acquisitions and completed numerous relocation assignments. Steve's most recent acquisition and/or appraisal experience include; CTH S – Kenosha County, CTH W – Kenosha County, County Trunk Highway F – Kenosha County, West National Avenue – City of West Allis; STH 89 – City of Lake Mills; CTH D – Village of Belgium (Two Phases); 18th Avenue – City of West Bend; CTH I – Waukesha County; STH 15 – State of Wisconsin; US45/STH 100 – State of Wisconsin; West Mill Road – Milwaukee County; STH 26 – State of Wisconsin; STH 241 – State of Wisconsin; STH 29 - State of Wisconsin; STH 60 & 83 – City of Hartford; Pilgrim Road & STH 74 – Village of Menomonee Falls; CTH L - Waukesha County; CTH K - Kenosha County; West National Avenue - City of West Allis; Ryan Creek Interceptor - City of Franklin; West Capitol Drive - City of Brookfield; South 13th Street - Milwaukee County; East College Avenue - Milwaukee County; South 60th Street – City of West Allis; 8th / 9th Street – City of Monroe; Calhoun Road – City of Brookfield; West Drexel Avenue – City of Franklin; Downtown Redevelopment - City of Cudahy ; USH 41, Winnebago County and Outagamie – State of Wisconsin; CTH "X" - Waukesha County; Drexel Avenue (two separate projects) and South 51st Street - City of Franklin ; Pigeon Creek Flood Mitigation Project - Village of Thiensville; STH 32 and STH 38, Milwaukee and Racine Counties - WISDOT; State Highway 50 and Interstate 94 Interchange Project - WISDOT; State Highway 61 – WISDOT and City of Fennimore; Oakwood Road and South 31st Street - City of Franklin; Roosevelt Road - City of Kenosha; Cold Spring Road - City of New Berlin.

Many of the above noted assignments involved complex appraisals, which included severance damages, cost-to-cure items, proximity issues, access issues and economic and uneconomic remnants.

Marc McSorley; Marc is one of two principals at Single Source, Inc. Marc is a Wisconsin Certified General Appraiser and a Wisconsin Department of Transportation approved negotiator. Marc is actively involved with the International Right-of-Way association, is a candidate for the SR/WA designation and is also a candidate for the Appraisal Institute MAI designation.

Marc's main strengths are in right-of-way appraisal and acquisition. Marc has provided review services for acquisition agencies and lenders for the past 27 years. Most recently Marc; acquired and/or appraised numerous properties for; CTH S – Kenosha County, CTH W – Kenosha County, County Trunk Highway F – Kenosha County West National Avenue – City of West Allis; STH 89 – City of Lake Mills; CTH D – Village of Belgium (Two Phases); 18th Avenue – City of West Bend; CTH I – Waukesha County; STH 15 – State of Wisconsin; US45/STH 100 – State of Wisconsin; STH 26 – State of Wisconsin; West Mill Road – Milwaukee County; STH 241 – State of Wisconsin; STH 29 - State of Wisconsin; STH 60 & 83 – City of Hartford; Pilgrim Road & STH 74 – Village of Menomonee Falls; CTH L - Waukesha County; CTH K - Kenosha County; West National Avenue - City of West Allis; Ryan Creek Interceptor - City of Franklin; West Capitol Drive - City of Brookfield; South 13th Street - Milwaukee County; East College Avenue - Milwaukee County; South 60th Street – City of West Allis; 8th / 9th Street – City of Monroe; Calhoun Road – City of Brookfield; West Drexel Avenue – City of Franklin; Downtown Redevelopment - City of Cudahy; USH 41, Winnebago County and Outagamie – State of Wisconsin; CTH “X” - Waukesha County; Drexel Avenue (two separate projects) and South 51st Street - City of Franklin ; / Pigeon Creek Flood Mitigation Project - Village of Thiensville; STH 32 and STH 38, Milwaukee and Racine Counties - WISDOT; State Highway 50 and Interstate 94 Interchange Project - WISDOT; State Highway 61 – WISDOT and City of Fennimore; Oakwood Road and South 31st Street - City of Franklin; Roosevelt Road - City of Kenosha; Cold Spring Road - City of New Berlin.

Many of the above noted assignments involved complex appraisals, which included severance damages, cost-to-cure items, proximity issues, access issues and economic and uneconomic remnants.

Please find education, qualifications, licenses, certifications and designations for Steve and Marc on the following pages.

**QUALIFICATIONS
STEPHEN D. BOLL**

EDUCATION:

Bachelor of Science, Economics, University of Wisconsin-Madison, 1990

Master of Science, Urban & Regional Planning with an emphasis in Real Estate Analysis, 1992

Successfully completed the following courses of the Appraisal Institute:

Basic Valuation Procedures
Capitalization Theory and Techniques, Part A
Capitalization Theory and Techniques, Part B
Standards of Professional Practice Parts A & B
Highest & Best Use Analysis

International Right of Way Association Seminar—Sale Studies & Nominal Acquisition

International Right-of-Way Association Course 201 — Principles of Real Estate Acquisition

International Right of Way Association Course 401—The Appraisal of Partial Acquisitions

International Right of Way Association Course 501—Relocation Assistance

International Right of Way Association Course 900-Principles of Real Estate Engineering

PROFESSIONAL CERTIFICATIONS

Wisconsin Certified General Appraiser #872

Wisconsin Licensed Real Estate Broker

Wisconsin Department of Transportation Certified Negotiator

Currently an International Right of Way Association candidate for the SR/WA designation

Currently an Appraisal Institute candidate for the MAI designation

SKILLS

Computer literate with the windows, WordPerfect, Microsoft Word, Excel and Argus.

PROFESSIONAL EXPERIENCE:

2003 - Present	Single Source Inc., Principal
1998 - 2003	HNTB Corporation, Milwaukee WI, Real Estate Project Manager
1996 - 1997	Metropolitan Appraisal, Milwaukee, WI Commercial & Residential Appraiser
1995 - 1996	Hamilton County Auditors Office, Cincinnati OH, Commercial Appraiser
1992 - 1995	Stewart Lazowick & Associates, Plantation FL, Residential & Commercial Appraiser

**QUALIFICATIONS
MARC MCSORLEY**

EDUCATION:

Bachelor of Business Administration, Real Estate and Urban Development, University of Wisconsin-Milwaukee, 1990

Successfully completed the following courses of the Appraisal Institute:

Real Estate Appraisal Principles
Basic Valuation Procedures
Capitalization Theory and Techniques, Part A
Capitalization Theory and Techniques, Part B
Standards of Professional Practice Parts A & B, 1999

International Right of Way Association Seminar--Sale Studies & Nominal Acquisition, 2000

International Right of Way Association Course 401--The Appraisal of Partial Acquisitions, 1999

Currently an International Right of Way Association candidate for the SR/WA designation

Currently an Appraisal Institute candidate for the MAI designation

State of Wisconsin Certified General Appraiser No. 594, expiring December 14, 2017

SKILLS

Computer literate with the Windows and Macintosh environments; software literate with WordPerfect, Word, Lotus 123, Excel, Pro-Ject +, and Argus.

PROFESSIONAL EXPERIENCE:

2003 - Present	Single Source, Inc., Principal
1998 - Present	McSorley & McSorley Real Estate Services, Inc., Principal
1993 - 1998	McCartan Appraisal Company, Ltd., Vice President-Commercial Group
1990 - 1992	Glodt Associates, Inc., Associate Appraiser

KEY PERSONNEL

Jay McSorley; Jay is a Wisconsin Certified General Appraiser and has been providing appraisal services to major lending institutions, in addition to numerous municipalities for over 27 years. Jay is a candidate for the Appraisal Institute MAI designation and holds a master's degree in Real Estate from the University of Florida. Jay's main strengths are in appraisal.

Gerald Baker; Gerald has been involved in the real estate field for over 42 years, but specifically right-of-way since 1987. Gerald's main strengths are in acquisition, but also has experience in appraisal and relocation. Most recently; Gerald has acquired property for STH 89 – City of Lake Mills; CTH D – Village of Belgium (Two Phases); 18th Avenue – City of West Bend; Business 51 – State of Wisconsin; STH 22 – State of Wisconsin; Elm Street – City of Mequon; US 45/STH 100 – State of Wisconsin; City of Milwaukee; West Mill Road – Milwaukee County; STH 26 – State of Wisconsin; STH 241 – State of Wisconsin; STH 60 – City of Hartford; STH 83 – City of Hartford; West Coffee Road – City of New Berlin; West Lincoln Avenue – City of New Berlin; CTH L - Waukesha County; CTH K - Kenosha County; West National Avenue - West Allis and CTH SC - Jefferson County.

Sue Kiel; Sue has been the office manager / administrative assistant at Single Source, Inc. for over 15 years. Sue's main function is to provide assistance to the appraisers, negotiators, relocation agents, property management and coordinate with the project managers. Sue has worked on most of the Wisconsin Department of Transportation and local agency projects (LPA). Sue is very knowledgeable at securing partial releases, utility Release of Rights and electronic recording of legal documents (including eRETR filing and recording). Sue has provided property management services to WisDOT and has participated in group discussions and training exercises for WisDOT's READS (Real Estate Automated Data System) system and assists appraisers, when needed.

Jill Becker; Jill is an office assistant and helps set up and maintain the negotiator's files. She also is familiar with WisDOT's READS system.

Please find qualifications, licenses, certifications and designations for, Gerald and Jay on the following pages.

**QUALIFICATIONS
GERALD A. BAKER**

Education:

BS Degree – Business Management – Pennsylvania State University

MBA Degree – Keller Graduate School of Business

Wisconsin School of Real Estate – Pre-licensing training for real estate sales and broker

State of Wisconsin – Numerous courses and seminars on right-of-way acquisition and Relocation benefits.

Experience:

Real Estate Agent/ Right of Way Agent Independent real estate broker active in residential sales and construction (1977 – 1987).
Real Estate Agent - Milwaukee County (1987-2013).
Real Estate Specialist - Single Source, Inc. (2010-Present)

Projects:

Right of way agent:
(Negotiator)

(2014)	STH 26 (Fond du Lac County)	WisDOT (2015)
	STH 241(Milwaukee County)	WisDOT (2014)
	STH 60 & 83 (Washington County)	City of Hartford (2014)
	Pilgrim Rd. (Waukesha County)	Village of Menomonee Falls

(2014)	STH 74 (Waukesha County)	Village of Menomonee Falls
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	CTH L (Waukesha County)	Waukesha County (2013)
	West Coffee Road (Waukesha County)	City of New Berlin (2012)
	CTH L (Waukesha County)	Waukesha County (2012)
	CTH K (Kenosha County)	Kenosha County (2012)
	CTH SC (Jefferson County)	Jefferson County (2012)
	West National Ave (Milwaukee County)	City of West Allis (2011)
	Durham Drive (Waukesha County)	City of Muskego (2011)
	West Capitol Drive (Waukesha County)	City of Brookfield (2010-11)

Right of way Agent:
(Coordinator)

	East College Avenue (Milwaukee County)	Milwaukee County (2010)
	South 13 th Street (Milwaukee County)	Milwaukee County (2009-10)
	N. Port Washington (Milwaukee County)	Milwaukee County (2003-04)
	Mill Road Bridge (Milwaukee County)	Milwaukee County (2002)
	West Layton Avenue (Milwaukee County)	Milwaukee County (1999-2001)

Currently licensed as a Real Estate Broker and Notary Public.

**QUALIFICATIONS
JAY MCSORLEY**

EDUCATION:

Masters of Arts in Real Estate and Urban Analysis, University of Florida- Gainesville, graduated December 1991.

Bachelor of Science in Urban Analysis and Development, University of Wisconsin- Whitewater, graduated December 1988.

Wisconsin State Certified General Appraiser, #458- granted August 16, 1993

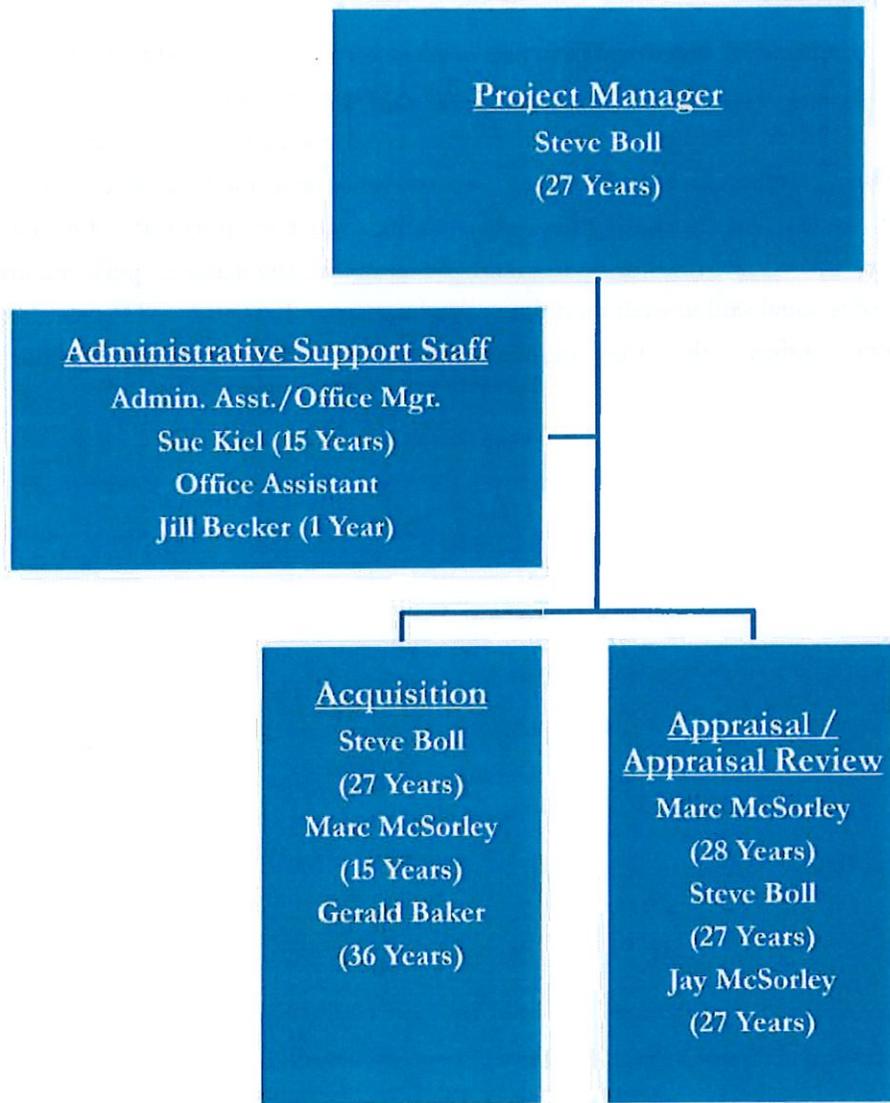
Currently an Appraisal Institute candidate for the MAI designation- #M89-1741

SKILLS

Computer literate with the windows environment; software literate with WordPerfect, Word, Lotus 123, Excel, Pro-Ject +, and Argus.

PROFESSIONAL EXPERIENCE:

2003 - Present	Single Source, Inc. Real Estate Appraiser
1994 - Present	McSorley & McSorley Real Estate Services, Inc. Principal & Single Source, Inc. Associate
1991 - 1994	Appraisal Systems Real Estate Analyst and Appraiser
1990 - 1991	Kevin K. Nunnink & Associates, Inc. Real Estate Analyst and Appraiser



SUB-CONSULTANTS

No sub-consultants will be required for this project.

STAFF OVERVIEW

Our staff is comprised of seven key individuals, three of whom are WISDOT approved negotiators, four of whom are Wisconsin Certified General Appraisers, with over 100 years of real estate experience combined. Having four skilled appraisers on our staff allows us the flexibility, training, and knowledge to explain the acquisition process and analysis to the landowners to obtain the fairest and quickest results. We also have an excellent administrative support staff. Our experienced staff and the size of our company allow us to retain the flexibility and sense of personal involvement, yet assure the professional skill in each discipline. We have several experienced Project Managers, whose past experience indicate that they understand how to deliver projects on-time and to your satisfaction.

RECENTLY COMPLETED PROJECTS / REFERENCES

WEST NATIONAL AVENUE (South 76th Street to South 70th Street)

Peter Daniels, City Engineer
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
414-302-8374
Email: pdaniels@westalliswi.gov

This project consisted of appraisals and acquisitions of 37 parcels. The parcels consisted of residential, multi-family and commercial properties. Single Source, provided standard “before” and “after” appraisals. This project was completed on time and under budget.

STH 89 (Main Street)

Steve Wilke, City Manager
City of Lake Mills
200D Water Street
Lake Mills, WI 53551
Office: 920-648-2344
Email: swilke@ci.lake-mills.wi.us

This project consisted of appraisals and partial acquisitions of over 130 parcels and 1 full acquisition. The properties consisted of agricultural, residential and commercial properties. Single Source provided standard “before” and “after” appraisals for the project. This project and was completed on time and within budget in August of 2017.

CTH D (Main Street)

Vickie Boehnlein, Village President
Village of Belgium
104 Peter Thien Avenue
Belgium, WI 53004
Office: 262-285-7931
Email: vboehnlein@village.belgium.wi.us

This project consisted of appraisals and partial acquisitions. This was a Two (2) Phase project, consisting of over 100 parcels. The properties consisted of agricultural, residential and commercial properties. Single Source provided standard “before” and “after” appraisals for the project. This project and was completed on time and within budget in August of 2017.

18th AVENUE

Max Marechal, City Engineer
City of West Bend
1115 South Main Street
West Bend, WI 53095
Office: 262-335-5130
Email: maxmarechal@westbendwi.gov

This project consisted of appraisals and partial acquisitions of 21 parcels. The properties consisted of residential and multi-family properties. Single Source provided standard “before” and “after” appraisals for the project, including appraisals with severance damage allocated for proximity. This project and was completed on time and within budget in October of 2017.

COUNTY TRUNK HIGHWAY S and N

Clement Abongwa
Kenosha County Highway Department
19600 75th Street
Bristol, WI 53104
Phone 262-857-1870
Email: Clement.Abongwa@kenoshacounty.org

This project consisted of one appraisal and partial acquisition and two partial acquisitions via the nominal process. This project was completed on time and within budget in July 2017.

COUNTY TRUNK HIGHWAY H and Bain Station

This project consisted of appraisals and partial acquisitions of eight parcels. One appraisal was complex in nature and involved proximity and cost-to-cure items. This project and was completed on time and within budget in July 2017.

Clement Abongwa
Kenosha County Highway Department
19600 75th Street
Bristol, WI 53104
Phone 262-857-1870
Email: Clement.Abongwa@kenoshacounty.org

COUNTY TRUNK HIGHWAY W

Gary Sipsma, retired
Kenosha County Highway Department
19600 75th Street
Bristol, WI 53104
Phone 262-857-1870
Email: Gary.Sipsma@kenoshacounty.org

This project consisted of thirteen partial acquisitions, mainly residential in nature and one Release of Rights from WE Energies. This project was completed on time and within budget in January 2017.

CTH I (West Beloit Road)

Karen Braun, Senior Civil Engineer
Waukesha County Department of Public Works
1320 Pewaukee Road
Waukesha, WI 53188
Office: 262-896-8538
Email: KBraun@waukeshacounty.gov

This project consisted of appraisals and partial acquisitions of 57 parcels. The properties consisted of residential, commercial and multi-family properties. Single Source provided standard “before” and “after” appraisals for the project. This project and was completed on time and within budget in January of 2017.

USH 45 / STH 100 (South 108th Street, Hales Corners)

Wisconsin Department of Transportation
Craig Andersen, Real Estate Supervisor
141 NW Barstow Street
Waukesha, WI 53188
Office: 262-521-5341
Email: craig.andersen@dot.wi.gov

This project consisted of appraisals and partial acquisition of approximately 73 parcels. The properties consisted of residential, commercial, multi-family and institutional. Single Source provided standard “before” and “after” appraisals for the project. This project and was completed on time and within budget in September of 2016.

WEST MILL ROAD

This project consisted of appraisals and partial acquisitions of 17 parcels and utility release of rights. Most of the properties were agricultural with some residential and commercial properties. Single Source provided standard appraisals for the project. This project was completed on time and within budget in December of 2015.

SOUTH 5th AVENUE – CITY OF OAK CREEK

This project consisted of appraisals and partial acquisitions of 7 parcels, 4 full acquisitions (two with Relocation services needed). Most of the properties were agricultural with some residential and commercial properties. Single Source provided standard appraisals for the project. This project and was completed on time and within budget in November of 2015.

STATE HIGHWAY 26 – STATE OF WISCONSIN

This project consisted of appraisals and partial acquisitions of 72 parcels. Most of the properties were agricultural with some residential and commercial properties. Single Source provided standard appraisals for the project. This was a fast track project and was completed in January of 2015.

WOODS ROAD TRAIL - CITY OF MUSKEGO

This project consisted of partial acquisitions of 11 parcels for a recreational bike trail. Most of the properties were residential. All of the parcels were acquired via the nominal process and were completed in June of 2012.

ADDITIONAL REFERENCES

Mike Paulos
Graef, Anhalt, Schloemer & Associates, Inc.
One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, Wisconsin 53214-1470
Telephone: 414-266-9086
mike.paulos@graef-usa.com

Pat Hawley
Project Manager
R.A. Smith & Associates
16745 West Bluemound Road – Suite 200
Brookfield, Wisconsin 53005
Telephone: 262-317-3204
pat.hawley@rasmith.com

E. Jay Viste
Real Estate Project Manager
Northeast Regional Office
Wisconsin Department of Transportation
Telephone: 920-492-7715
cjay.viste@dot.wi.gov

Jason W. Schall
City Engineer
City of Hartford
109 North Main Street
Hartford, WI 53027
262-673-8260
jschall@ci.hartford.wi.us

SIMILAR PROJECT EXPERIENCE

Our past experience with similar projects provides us with the knowledge to deliver this project on time, within budget and with no additional time or efforts to our client.

PROJECT APPROACH / UNDERSTANDING

- a. Relocation Order - The relocation order includes a plat or map showing the old and new locations and the land and interests to be acquired. A copy of the order shall be filed with the County Clerk within 20 days of its issue.
- b. Schedule a meeting between a Single Source, Inc. team member and the City of Waukesha personnel before any work can commence. Our past project experience allows us the foresight to recognize any potential problems, which may delay the project.
- c. If asked, review the right-of-way plat and plans and suggest potential changes that may decrease the property impacts as well as potentially reduce project costs.
- d. Assist the City of Waukesha with preparing a letter of introduction to all affected property owners, accompanied by "The Rights of Landowners" brochure, Wisconsin Statutes Section 32.05.
- e. Based on the information provided in the bid packet from the City of Waukesha, it appears that fourteen (14) parcels could be nominal acquisitions. Single Source, Inc. will prepare a Nominal Parcel Payment Report, if relevant and submit to the City of Waukesha for their review and approval. However, if an appraisal is deemed appropriate, Single Source, Inc. will provide full appraisals and submit to the City of Waukesha for their review and approval.
- f. Send the "Offering Price Letter" via certified mail to all affected property owners. Following initial contact with all property owners, if deemed necessary, Single Source, Inc. will arrange for a blitz meeting within the subject project area, if we deem efficient and necessary. Having three appraisers and multiple negotiators on staff, provides us with the flexibility to contact numerous property owners simultaneously, without delaying the project. This will allow all landowners an opportunity to attend a blitz and receive one-on-one attention. Having MULTIPLE negotiators gives us the ability to conduct a "blitz" that will make property owners feel comfortable and should enable us to complete a high number of acquisitions at the blitz. For example; if a property owner would like to go out and visit a site during the blitz, we have enough staff available to accommodate this property owner and to ensure all other property owners attending the blitz will be provided with timely and accurate assistance. We will also meet with any affected property owners who may want some up front project detail or information specific to their parcel in-advance of formal negotiation. This helps put many property owners at ease and makes for a smooth, seamless acquisition.
- g. After a settlement has been reached, obtain a Partial Release of Mortgage, if required.
- h. Maintain control of project from the beginning. If any problems occur, we will immediately discuss via email and/or telephone with the City of Waukesha Project Manager. We will find a solution to the problem without delay to the project.
- i. Provide property owner's appraisal, with our review, to the City of Waukesha. Any appraisal received from property owners shall be handled according to the Real Estate Program Manual, Chapter 3, Section 3.4.6. Single Source, Inc. shall submit a copy of such

appraisals, with a recommendation for payment or non-payment, to the City of Waukesha for review and approval. To be eligible for payment, the owner's appraisal MUST be delivered and date stamped to Single Source, Inc. within 60 days of the date of delivery of appraisal/offer (postmarked by the due date is acceptable).

- j. Without delay, submit all potential revised offers to the City of Waukesha for review and approval.
- k. Conduct negotiations with property owners in accordance with Section 32 of the Wisconsin State Statutes. Close all transactions via Warranty Deed, Permanent Limited Easement or Temporary Limited Easement. If a voluntary settlement cannot be reached, we will prepare all documents under Wisconsin Statutes for Eminent Domain for acquisition via Eminent Domain.
- l. On parcels being acquired by "Award", Single Source, Inc. shall –
 - (a) Prepare the Jurisdictional Offer and coordinate with the City of Waukesha for review and approval prior to the Single Source, Inc. forwarding to the property owner and other parties of interest.
 - (b) Upon approval, Single Source, Inc. will send the Jurisdictional Offer to the property owner, and other parties of interest, via 'certified mail, return receipt requested'.
 - (c) Single Source, Inc. will prepare a 'Lis Pendens' and forward, along with a copy of the Jurisdictional Offer and legal description of the property, to the 'Register of Deeds' for filing within 14 days of mailing the Jurisdictional Offer to the property owner.
 - (d) At the time the Jurisdictional Offer is mailed to the property owner, an Award and payment request shall be submitted to the City of Waukesha for final approval.
- m. Single Source, Inc. shall maintain an individual acquisition Parcel File Folder for each affected parcel. Typed, detailed negotiation diaries shall be maintained on a parcel by parcel basis.
- n. All individual parcel files are considered to be the property of the City of Waukesha and shall be turned over to the City of Waukesha by Single Source, Inc. as they are completed.

At a minimum, individual Parcel Files should contain, as applicable, the following:

- Parcel Check List
- Title Search Report
- Legal Description for Acquisition Area
- Copy of Introductory Letter(s)
- Approved 'Offering Price Report'
- Offering Price Letter
- Negotiation Diary
- Copy of the 'Partial Release' (if applicable)
- Closing Statement Form
- Disposition of Real Estate Tax Forms (if applicable)

- Property Remnant Report (if applicable)
 - Property Inventory Report (if applicable)
 - Statement to the Construction Engineer
 - W-9 Form (if applicable)
- o. Submit a monthly progress report to the City of Waukesha including but not limited to;
 - a) Summarizing all activities for the previous month.
 - b) Project log indicating the status of each parcel.
 - c) Any questions or problems encountered.
 - p. Record All Appropriate Documents.
 - q. Secure Utility Interests (if required).
 - r. Prepare Certification of LPA R/W (Form 3028), as deemed necessary by the City of Waukesha.

FIRM'S ESTIMATED TIMELINE

We anticipate that this project will be completed in advance of the May 1, 2021 requirement. The project team and project manager will follow the requirements of Wisconsin Administrative Code, Chapter 32 and the Uniform Act as amended.

Our past project experience allows us the foresight to recognize any potential problems, which may delay the project. Our team for this project gives us the flexibility to contact numerous property owners at once, completing the appraisal and acquisition assignments without delay.

Please see our project timeline on the following page;

Project 2718-04-21

September / October 1, 2020 (Final Plat complete)	November 1, 2020	November / December 1, 2020	January 1, 2021	April 1, 2021	May 1, 2021 (PS &E)
Prepare Project Data Book; submit to City of Waukesha for review and approval. Submit Nominal Parcel Payment Report to City for review and approval.	All Nominal Offers sent to owners to begin negotiations.	If necessary, and relevant, nominal offers not successfully negotiated will be appraised. Conduct appraisals on parcels designated for appraisal.	All appraisals complete and last offer submitted to owner following approval.	End of 60-day time line; if necessary, submit Jurisdictional Offer.	All parcels acquired via Deed, Easement, or Award.

***Project 2718-04-21 – Assuming a September / October 1, 2020 project start date and all parcels acquired by May 1, 2021**

FIRM OVERVIEW / CAPABILITIES

Single Source, Inc. originated in 2003 and is a full service real estate firm specializing in turnkey services for eminent domain. Our team's depth and experience provides us the foresight to anticipate and address potential easements, right-of-way plat review, design, lease negotiation, lease creation, appraisal, appraisal review, acquisition, property management, and relocation problems. Single Source, Inc. is a multidiscipline firm with over 100 years of combined project experience. We have an in-depth understanding of the issues and a demonstrated track record of schedule adherence. Our structure is designed to efficiently manage and coordinate the efforts of our team.

Single Source, Inc. follows Chapter 32.05, Wisconsin Department of Transportation guidelines and uses all approved LPA forms and documents in all of our projects. We are based in Brookfield, Wisconsin and have a strong understanding and knowledge of the local market.

As noted, we are a full-service real estate right-of-way firm, offering appraisal, acquisition / negotiation, relocation and project management expertise. We offer the resources necessary to complete any project, with a single point of contact. Our strengths are experience, dedication, and our multiple disciplined cross-training.

In-addition, having multiple experienced appraisers and negotiators, provides us with the knowledge and resources to complete large scale projects within time, budget and to your satisfaction. We also provide in-house relocation services.

We know how to handle details so our clients require minimal effort to achieve the results they expect.

We have expertise and experience in:

- Acquisition of land in fee, partial acquisitions and easements for state and local government, utility easements, floodway easements and urban renewal.
- Appraisal of commercial, industrial, multi-family, agricultural, residential and strip acquisitions. We have extensive experience in valuation of parcels that entail cost-to-cure items and severance damages.
- Preparation of Conceptual Stage Relocation Plans, Relocation Plans and providing Relocation Assistance.
- Right-of-way cost estimates.
- Project Management.
- Property Management.
- Condemnation Assistance.
- Public Meetings.
- Litigation Assistance.
- Route Estimates.
- Risk Management.
- Electronic recording of conveyances, including eRETR filing.
- Utility Release of Rights.