

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

09/15/2021

2022 WEBSTER AVE. CONCRETE PAVEMENT AND SIDEWALK REPAIR PROJECT (ROSELAWN BLVD. TO ALLOUEZ AVE.)

As indicated in their 6-yr CIP, the County will be repairing the Webster Ave. concrete pavement from Roselawn Blvd to Allouez Ave. in 2022. Their work consists of the spot removal and replacement of defective concrete pavement (panels), replacement of defective curb and gutter and removal and replacement of the existing retaining walls mainly located along the eastside of the roadway. In most cases the retaining walls will be removed and the county will be grading back into the yards. Where the removal of an existing wall is not feasible due to landscaping, trees and grade, the County will be installing a new poured-in-place wall. The County funded project has an estimated cost of \$1.5 million.

In conjunction with the County project the Village is proposing to remove and replace defective sidewalk. South of Hwy 172 this consists of the spot replacement of defective sidewalk. North of Hwy 172 due to the overall condition of the existing sidewalk, the existing sidewalk will be removed in its entirety (both sides) and replaced to our best ability meeting ADA requirements. See the attached photos.

The cost to design and repair the sidewalk is the Village's responsibility at an estimated cost of \$350,000. It is our intent to incorporate the sidewalk work into the County project to gain economy of scale and to minimize inconveniences to Village residents and motorists.

The Village this spring had borrowed funds in the amount of \$320,000 for the project. It is anticipated that TID money will be used to fund the remaining sidewalk repair cost.

The Village of Allouez has received a proposal from raSmith in the amount of \$25,441 for the design and preparation of plans. In general, the work includes preparing an existing ground DTM based on Village-provided survey and 2-d layout of sidewalk, curb ramps, curb and driveways.

Staff Recommendation

Recommendation to the Village Board to proceed with the sidewalk repair project in conjunction with the County planned 2022 concrete pavement repair project and to accept the engineering proposal provided by raSmith in an amount not to exceed \$35,000.









THIS IS AN AGREEMENT effective as of September 7, 2021 ("Effective Date") between the Village of Allouez ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Village of Allouez Webster Avenue Sidewalk Repair ("Project").

Professional's services under this Agreement are generally identified as follows:

Design of Sidewalk Repair on Webster Avenue from Rose Lawn Boulevard to Allouez Avenue ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in Attachment A, titled Webster Avenue Sidewalk Repair Proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment. Other than sums withheld on a disputed invoice, due for Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services on a lump sum basis of \$25,441.40 including all labor and direct expenses charged in support of the project. The lump sum fee is based on the level-of-effort presented in Attachment B, titled Webster Avenue Sidewalk Repair Fee Breakdown. Fees will be invoiced monthly on a percent complete basis.
- B. *Additional Services:* For Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:

- 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
- c. By Client, for convenience, effective upon Professional's receipt of written notice from Client
- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
- e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*
- The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. *Design Without Construction Phase Services*
- Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- C. *Opinions of Cost*
- Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client

agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;
2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$2,000,000.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.



PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Village of Allouez Webster Avenue Sidewalk Repair

Client: Village of Allouez

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: _____

Print name: Brad Severson, P.E.

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: _____

Firm's Certificate No.: 1R12170

State of: Wisconsin

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.
16745 West Bluemound Road
Brookfield, WI 53005



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

September 7, 2021

Sean J. Gehin, P.E.
Director of Public Works
Village of Allouez
1900 Libal Street
Green Bay, WI 54301

Re: Proposal for Webster Avenue Sidewalk Repair

Dear Mr. Gehin:

raSmith appreciates the opportunity to work with the Village of Allouez on the Webster Avenue sidewalk repair project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Scope of Services

Processing of Village-provided Survey Data

The Village of Allouez will provide survey points and an AutoCAD .dwg drawing of existing topographical features. raSmith will process the Village-provided survey points to create an existing ground Digital Terrain Model (DTM) for use in design of sidewalk repairs and replacements from the westbound STH 172 ramps to Allouez Ave. The DTM will extend from the back of curb to the ground shots taken behind the sidewalk or on driveways.

Sidewalk Repair Design – Rose Lawn Blvd to STH 172 Eastbound Ramps

raSmith will create double plan view sheets to be inserted into Brown County's pavement repair project on CTH X for spot sidewalk repairs between Rose Lawn Blvd and the eastbound STH 172 ramps (4,275 lineal feet). The sheets will use aerial photo background, alignments, and existing right of way data provided by Brown County. No sidewalk, curb ramp, or driveway design work will be performed on this segment. The plans will note to the contractor that the Village will determine locations and extents of sidewalk repair areas during construction in this segment.

Although they may not comply with current Americans with Disabilities Act (ADA) standards, existing curb ramps and driveways will not be designed for replacement within this segment. Sidewalk, driveways, and curb ramps will not be reviewed for compliance with ADA standards.

Sidewalk Replacement Design – STH 172 Westbound Ramps to Allouez Avenue

raSmith will create double plan view sheets to be inserted into Brown County's pavement repair project on CTH X for full sidewalk replacement between the westbound STH 172 ramps and Allouez Avenue (3,585 lineal feet). No curb ramps are to be designed at the STH 172 interchange, and only the southern ramps will be designed for the Allouez Avenue intersection. The plans will show 2-dimensional drawing of sidewalk and curb ramp replacements. Curb ramps will only be designed and provided at existing curb ramp locations.

As requested by the Village, curb ramps will be designed to meet ADA standards to the maximum extent practical within the existing right of way and without replacement of adjacent pavement. The Village understands that



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sidewalk slopes, widths, level landings, and other curb ramp parameters may not be fully compliant with ADA standards due to these restrictions. The curb ramp design will strive to improve upon the existing conditions.

At driveways, the sidewalk will need to be depressed from the current conditions to strive toward ADA compliance. Cross sectional designs will be checked to determine the extents of driveway replacement necessary, but cross section sheets will not be included in the plans.

Deliverables

raSmith will provide the following deliverables for this project:

- Existing ground DTM based on Village-provided survey data.
- 1"=40' scale double plan view sheets of proposed sidewalk repair areas between Rose Lawn Blvd and the eastbound STH 172 ramps. Plan sheets will be on Brown County sheet borders and will show County parcel mapping of property and right of way lines supplemented with Village property corners. Property addresses will be shown.
- 1"=40' double plan view sheets of proposed sidewalk replacement, curb ramps, and driveway replacements between the westbound STH 172 ramps and Allouez Avenue.
 - Design to include 2 dimensional design of sidewalk and curb ramps, as well as driveway and curb replacement areas as necessary for reconstruction of the sidewalk and curb ramps. Elevations, slopes, x/y coordinates, and station/offsets will not be provided. CAD files can be provided to the contractor for informational purposes only if requested by the awarded contractor.
 - Plan sheets will be on Brown County sheet borders and will show County parcel mapping of property and right of way lines supplemented with Village-provided property corners. Property addresses will be shown.
- Roadway typical half section for sidewalk repair and replacement areas.
- Construction detail for modified Type 1A curb ramps.
- Construction detail showing a typical driveway, including typical curb and gutter replacement limits, sidewalk thickness, typical sidewalk sloping requirements, typical driveway pavement section, and typical driveway slopes.
- A list of Wisconsin Department of Transportation (WisDOT) Standard Detail Drawings to be inserted into the Brown County pavement repair plans.
- Description of any utility poles that may need to be relocated to complete the sidewalk replacement.
- Description of inlet castings that will need to be replaced to improve curb ramp designs.
- Final quantities and construction cost estimates for sidewalk repair and replacement.

Meetings and Site Visits

raSmith will attend up to two (2) meetings as part of the project, anticipated to include the following:

- Meeting with Village of Allouez to discuss sidewalk design.
- Meeting with Village of Allouez and Brown County to discuss incorporating sidewalk plans into the



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Director of Public Works
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County's pavement repair project.
raSmith will attend two (2) site visits to the project to review proposed sidewalk improvements.

Extra Services

The following tasks will be considered Extra Services:

- Field survey.
- Title searches.
- Computation of existing right of way.
- Utility relocation coordination.
- Sidewalk, driveway, or curb ramp design south of STH 172.
- Design of grading for removal of existing retaining walls.
- Design of new retaining walls.
- Design of new curb ramps and crosswalks.
- Design of Rectangular Rapid Flashing Beacons (RRFBs).
- Signing or pavement marking design.
- Traffic control design.
- Bus stop design.
- Identification of encroachments.
- Identification or design of water valve adjustments.
- Submittal of proposed 3 dimensional surfaces.
- Plat, construction permits, or real estate acquisition services.
- Cross section plan sheets.
- Inspection or plan details related to inlet repair or replacements.
- Preparation of bid advertisement and letting services.
- Attendance at bid opening or preconstruction meetings.
- Construction staking.
- Construction inspection or administration.

Completion Schedule

We propose the following schedule:

- Preliminary plans for Village Review November 1, 2021
- Final plans and quantities November 24, 2021



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Professional Fees

The above services will be provided for a lump sum fee of \$25,441.40, including usual and customary expenses such as mileage, printing, delivery and postage. Services will be billed each month based on the work completed. This proposal does not include any services beyond those described in the above scope of services.

Client Responsibilities/Assumptions

The following data will be provided by the Village of Allouez and Brown County. Verification of information provided by others is not part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith:

- Field survey data:
 - Ground shots for use in creating existing ground DTM.
 - Shots of any field located property corners.
 - AutoCAD .dwg of existing sidewalk and curb & gutter.
- Preparation and acquisition of construction permits for grading outside the existing right of way.
- County parcel mapping and aerial photos.

Brown County will incorporate the sidewalk repair and replacement plans and quantities into their planned pavement repair plans and bid package.

The Village of Allouez will address the design of any inlet replacements, water valve adjustments, and any other work that may be required on Village-owned facilities.

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 120 days.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. If there are any questions concerning the above or the terms as presented, please contact me.

Thank you again for your consideration of raSmith to work on your project.

Sincerely,
raSmith

A handwritten signature in black ink, appearing to read 'Brad Severson'.

Brad Severson, P.E.
Project Manager

Enclosures: Professional Services Agreement
Fee Breakdown

Attachment B - Webster Avenue Sidewalk Repair Fee Breakdown					Hours per Task	Labor Fee per Task
Labor Task	raSmith Hours					
	Project Manager	Senior Design Engineer	Design Engineer	Technician		
	\$148	\$127	\$110	\$90		
Data Collection	0	0	2	2	4	\$400.00
Process Village-provided survey data	0	4	8	8	20	\$2,108.00
Curb ramp layouts (STH 172 to Allouez Ave, 24 ramps)	4	4	42	0	50	\$5,720.00
Sidewalk layout (STH 172 to Allouez Ave)	1	2	8	0	11	\$1,282.00
Driveway modeling and 2d linework	2	4	32	4	42	\$4,684.00
Typical sections, construction details	1	2	8	8	19	\$2,002.00
Plan detail sheets (Rose Lawn Blvd to STH 172)	1	1	4	6	12	\$1,255.00
Plan detail sheets (STH 172 to Allouez Ave)	2	4	8	12	26	\$2,764.00
Quantities and Estimates	1	2	4	8	15	\$1,562.00
Meetings and Site Visits	12	0	8	0	20	\$2,656.00
Project Management/Quality Control	4	2	0	0	6	\$846.00
Total	28	25	124	48	225	\$25,279.00
				Expenses		
				Reimbursable Expenses		\$162.40
						\$162.40
				Total Project Fee \$25,441.40		