

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

Date: June 1, 2023

LIBAL STREET PROJECT UTILITY IMPROVEMENTS – RASMITH ENGINEERING AGREEMENT

The Village of Allouez will be reconstructing Libal Street in 2024 using Federal Surface Transportation Block Grant (STBG) funding. Improvements to the public utilities are not eligible for STBG funding. In general, Village desires to renew the existing sanitary and water laterals from Hwy 172 to Allouez Ave and spot repair sanitary sewer and watermain infrastructure. The work of which will be bid separate from and constructed ahead of street improvement project.

The Village has received an engineering proposal from raSmith to assist with the development of plans, estimate and special provisions. In general, raSmith scope of work to include:

- Kickoff and Plan Review Meetings
- Assemble a topographic survey/base map for the Libal Street utility improvement project utilizing Strand Associate's topographic survey and supplementing the survey with the field collection of water service curb boxes and sanitary sewer invert elevations.
- Prepare final plans, cost estimate and bid proposal. Cost estimate to be prepared using the State of Wisconsin Standard Specification for Highway and Structure Construction and the Village of Allouez Sanitary Sewer and Watermain General Specification bid items.
- Assist with the preparation of traffic control and utility special provisions.

A copy of raSmith's proposal has been included in the agenda packet for your review. raSmith's fee to provide the engineering services is \$27,204. Work of which to be funded by 2023 bond funds.

Suggested Motion.

Staff recommendation to the Village Board to approve raSmith's engineering proposal to provide assistance with the development of the Libal St. project utility improvement plans, estimate and special provisions.

May 25, 2023
Revised June 1, 2023

Sean Gehin, P.E.
Director of Public Works
Village of Allouez
1900 Libal Street
Green Bay, WI 54301-2453
sean.gehin@villageofallouezwi.gov

Re: Proposal for Village of Allouez 2024 Libal Street Utility Improvements
raSmith Opportunity No.: 2235350

Dear Sean:

Thank you for allowing raSmith to provide you with a proposal for professional services. We are excited for the opportunity to work with the Village of Allouez on the 2024 Libal Street Utility Improvements. raSmith has the project management skills, relevant experience, and staff availability to deliver a successful project. Our team will review all aspects of your project, discuss your specific needs, and collaborate with you throughout the duration of your project. The contents of this proposal letter spell out the Project Understanding, Project Schedule, Scope of Services to be provided, the Professional Fees, and the Client Responsibilities/Assumptions under which this proposal is being made.

Project Understanding

The Village will be reconstructing Libal Street in 2024 utilizing a Federal grant (Federal Project), which is being designed by Strand Associates, Inc. (Strand). The Federal Project is not yet at 1078 plan milestone. Given improvements to public utilities are not eligible for Federal funding, the Village has requested raSmith to provide survey and design services for the 2024 Libal Street Utility Improvements Project which has two work sections.

The first work section (STH 172 to E. Allouez Avenue) is planned to consist of showing the existing sanitary and water laterals, with new laterals located in the same location, to be replaced from the respective mains to the right of way or curb stop whichever is closer.

- The curb stops are proposed to be replaced as part of the construction project and listed as such on the plans.
- The water lateral locations will be determined by Village field survey.
- The sanitary lateral locations will be provided by the Village based on previously attained closed circuit televising video/reports.
- The existing sanitary sewer manholes inverts for the existing manholes within this section will be provided by the Village.
- Given this work section is slated to be a complete reconstruct as part of the other project, utilizing Strand's proposed roadway line work and through coordination with the Village, the existing hydrants will be evaluated to determine if the proposed roadway geometrics will conflict with the existing hydrant locations. If determined the existing hydrants are in conflict, hydrant relocations will be shown on the plans.



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The second work section (Allouez Avenue to Dauphin Street and ~300 feet south of Beaupre Street to Beaupre Street) is anticipated to only show potential sanitary sewer lining work and no lateral replacements.

For the complete project, the base map and proposed roadway line work (including alignment data) completed by Strand will be provided by the Village to raSmith along with the field work as supplied by the Village. It is anticipated the plan deliverables will utilize plan and profile views for the utilities, showing the existing storm mains and trunk structures, sanitary sewer main and structures and water main data as well as the proposed storm sewer network as completed by Strand, in a similar fashion as completed for the 2023 Street and Utility Reconstruction Project (AL-2023-01).

Scope of Services

- A. Field Topographic Survey Data: Collect data with the same horizontal and vertical data used by Strand for the Federal Project.
 - 1. Work Section 1 – Obtain existing sanitary sewer manhole inverts, pipe sizes based on GIS/as-built data, water curb stop locations (anticipated 89), and existing water main valve depth to nut measurements from STH 172 to E. Allouez Avenue within Libal Street as provided by the Village of Allouez.
 - 2. Work Section 2 - Obtain existing sanitary sewer manhole inverts, pipe sizes based on GIS/as-built data, from Allouez Avenue to Dauphin Street and E. Saint Joseph Street to Beaupre Street within Libal Street as provided by the Village of Allouez.
 - 3. Provide field collected data into AutoCAD base map and incorporating Strand's base, Village's GIS parcel mapping, as reference, and Village collected sanitary sewer and curb stop location data.
- B. Plan Preparation – raSmith will create the following plan sheets and submit to the Village at Pre-Final and Final stages with comments from the Village incorporated into the Final Plan set. The plan set shall be similar to past project for the Village (AL-2023-01) and shall include:
 - 1. Title Sheet and General Notes Sheets,
 - 2. Utility Construction Details as provided by Village and Standard Detail Drawings specific to traffic control,
 - 3. Detour Plan (based on the Federal Project detour plan as provided by the Village from Strand),
 - 4. Utility Plan & Profile sheets for Work Sections 1 and 2 (anticipated 9 total sheets) with existing sanitary sewer main, water main, existing and proposed storm sewer main profiled. The proposed storm sewer will be provided by the Village from Strand.
- C. Provide Bid Items and Opinion of Costs at the Pre-Final and Final Plan submittal stages.
- D. Assist the Village with Traffic Control and Utility Special provisions and provide the Village the Bid Proposal at the Final Plan submittal.
- E. Conduct two meetings, one discussing the project kick-off and topography/utility components, and the second discussing the Pre-Final Review submittal. Both meetings are anticipated to be virtual.



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Project Schedule

Assuming Notice to Proceed for design and survey services is provided by June 9, 2023, we anticipate the following schedule:

- A. Attain Village collected data June 9, 2023,
- B. Attain Strand base map data from Village on or before June 9, 2023,
- C. Hold Kick-off meeting and topography/utility review meeting June 28, 2023,
- D. Submit Pre-Final Plans and Opinion of Costs to Village on August 18, 2023,
- E. Hold Pre-Final Review Meeting on August 23, 2023,
- F. Submit Final Plans, Opinion of Costs, Traffic Control and Utility Special Provisions, and Bid Proposal to Village on September 15, 2023.

It is anticipated the Village will begin advertising projects the week of December 4, 2023 with construction to begin in spring (mid-March through April) 2024.

Professional Fees

The above services will be provided for on a lump sum fee of **\$27,204.00**, including all labor and direct expenses charged in the support of the project. The lump sum fee is based on the level-of-effort presented in Attachment B.

Fees will be invoiced monthly on a percent complete basis.

This proposal does not include any services beyond those described in the above scope of services. raSmith offers an array of supplemental services that are available at your request. Please refer to Attachment A for a complete list of our services.

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 60 days from the date of this proposal and are conditioned upon our completion of all services within 120 days.
- B. The Client shall provide any data relevant to the proposed project including, but not limited to the following:
 - 1. Electronic AutoCAD base files of Survey from Strand Associates, Inc. including documentation related to the vertical and horizontal data utilized in attaining said topographic data,
 - 2. Electronic AutoCAD data for the proposed work from Strand Associates, Inc. (2-dimension line work for street improvements and proposed horizontal and vertical design of the proposed storm sewer),
 - 3. Any original Design or As-Built Plans and/or GIS electronic data related to the sanitary sewer, storm sewer and or water main and associated laterals,
 - 4. Electronic AutoCAD file of the water lateral curb stop locations, sanitary manhole inverts (CAD or excel format), along with common points in the Village's data to compare with and allow for potential rotation/translation to the data provided by Strand (i.e. center of sanitary manhole lid shots),



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5. Electronic AutoCAD file of the existing and proposed parcel lines,
6. CCTV data and reports (attained separately by others), if requested,
7. Review and evaluation of the CCTV data determining the locations of proposed sanitary sewer main line lining segments (anticipated to be part of a separate project let by the Client) as well as the lateral locations,
8. Review and evaluation of existing sanitary sewer structures and all existing water main valves and hydrants determining locations of needed improvements and/or replacements and
9. Locations of proposed tree removals after Pre-Final Plan submittal.

Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.

- C. The Client will prepare contract for the proposed work and publicly bid the project.
- D. The Client will coordinate the private utility coordination.
- E. No geotechnical engineering or work is included with this proposal.
- F. No permitting is anticipated or included with this proposal.
- G. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

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 'J. M. Feucht'.

Jason M. Feucht, P.E.
Assistant Director of Municipal Services

Enclosures: Professional Services Agreement - Contract
Corporate Overview - Attachment A
Level of Effort – Attachment B

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between 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:

2024 Libal Street Utility Improvements ("Project").

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

specified within the Project Understanding, Scope of Services, Schedule, and Professional Fees in the attached proposal letter ("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 the attached 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 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 in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, 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. *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.

E. 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.

F. 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.

G. 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.



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

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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

Client's Phone: _____

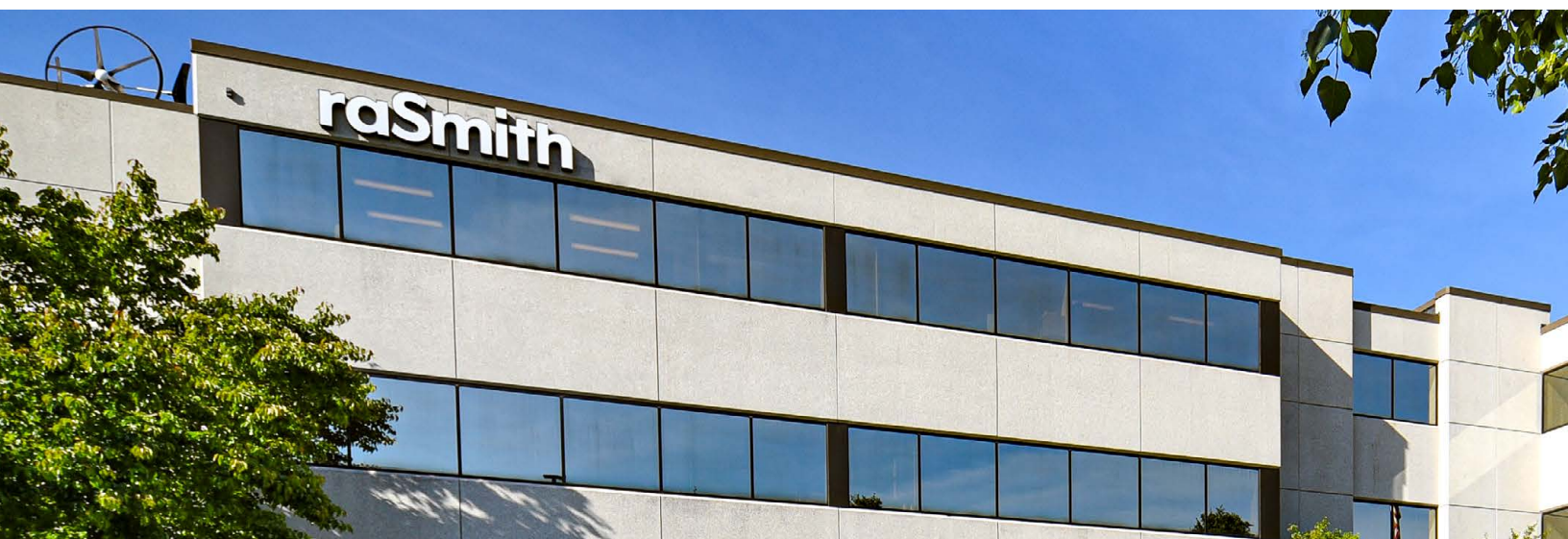
Professional's Phone: _____

Client's Email: _____

Professional's Email: _____

Corporate Overview

raSmith is a multi-disciplinary consulting firm comprising civil engineers, structural engineers, traffic engineers, land surveyors, development managers, landscape architects and ecologists. Our services are focused on our public and private sector clients' needs in design and construction including land development, site planning and design, structural engineering, municipal engineering, transportation and traffic, surveying, construction services and geographic information systems (GIS). We work on projects nationwide from our seven locations. Richard A. Smith, M.S., P.E., chairman, founded raSmith in 1978. Richard A. Smith Jr., P.E., (Ricky) leads the firm as president. The firm currently employs a staff of 215.



Our Services

[Cold-Formed Steel Engineering](#)

[Construction Inspection/Management](#)

[Development Management](#)

[Ecological](#)

[GIS \(Geographic Information Systems\)](#)

[Grant Writing](#)

[Hydrographic Surveying](#)

[Land Development](#)

[Land Surveying](#)

[Landscape Architecture](#)

[LiDAR \(3D Laser Scanning\)](#)

[Municipal Engineering](#)

[Structural Engineering](#)

[Traffic Engineering](#)

[Transportation Engineering](#)

[UAS \(Unmanned Aircraft Systems\)](#)

[Water Resources](#)

Locations

Wisconsin:

Brookfield

Appleton

Cedarburg

Madison

Milwaukee

Illinois:

Naperville

California:

Irvine

Attachment B: Level of Effort - PROJECT 2024 Libal Street Utility Improvements

2024 Libal Street Utility Improvments - Tasks	STAFF TYPE AND BILLING RATES					Fee
	Project Manager \$171.00	Project Engineer \$135.00	Design Engineer \$114.00	Technician \$95.00	Surveyor \$115.00	
Office Drafting, and incorporating Village data and Federal Project Base Map	0	2	0	8	0	\$1,030.00
Plan Preparation (noted scales are 11x17)						
Title Sheet	0	0.5	1	2	0	\$371.50
General Notes	0	0.5	1	1	0	\$276.50
(1) Utility Construction Details [3 sheets]	0	0.5	6	0	0	\$751.50
(2) Standard Detail Drawings [2 sheets]	0	0.5	2	0	0	\$295.50
(3) Detour Plan	0	4	0	8	0	\$1,300.00
(4) Utility Plan and Profile Work Section 1 [8 sheets at 40-scale]	8	16	40	60	0	\$13,788.00
(4) Utility Plan and Profile Work Section 2 [1 sheet at 40-scale]	0	1	8	4	0	\$1,427.00
Assist Village with Traffic Control and Utility Special Provisions	2	4	10	0	0	\$2,022.00
Pre-Final Quantities and Opinion of Costs	0.5	4	0	2	0	\$815.50
Final Quantities and Opinion of Costs	0.5	4	0	2	0	\$815.50
Project Coordination and Quality Control	6	12	0	0	0	\$2,646.00
Bid Proposal	1	2	0	0	0	\$441.00
Kickoff & Topo / Utility Meeting (Virtual)	2	2	0	0	0	\$612.00
Pre-Final Plan Review Meeting (Virtual)	2	2	0	0	0	\$612.00
Hours by Staff Type	22	55	68	87	0	232

Total 2024 Libal Street Utility Improvements Fee	\$27,204.00
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Notes:

- (1) Assumes same number and similar details to AL-2023-01 plans plus any new details provided by Village.
- (2) Assumes same number and similar SDD's to AL-2023-01 plans for traffic control only.
- (3) Assumes utilizing same detour as proposed for the Federal Project as provided by Village from Strand.
- (4) Assumes Village provides design markups, raSmith to CAD in sheets, use colored utility lines and annotations from AL-2023-01.