

July 17, 2024

City of Racine Water Utility  
Attn: Chad Regalia  
101 Barker Street  
Racine, WI 53402

RE: **Proposal for Traffic Control Design Services**  
Project Title: STH 31, STH 11 – STH 20  
County: Racine

Dear Mr. Regalia:

The following proposal has been prepared to perform traffic control design services on STH 31 between STH 11 and STH 20 in Racine County.

Our scope of services is listed below. If you have any questions as you review this submittal, please let me know.

### **Scope of Services**

The following services will be delivered by EMCS unless otherwise noted. Other services will be performed by City of Racine Water Utility or other parties.

The EMCS contract completion date is December 1, 2024.

### **Traffic Control/Staging**

1. Develop traffic control and staging plans for the project. It is anticipated that STH 31 will remain open to traffic. Side roads may be temporarily closed to through traffic without detour. Construction staging plan efforts include:
  - a. Mainline and intersection staging plans
  - b. Traffic control construction details
  - c. Accommodations to maintain pedestrian access
  - d. Compiling of temporary traffic control standard detail drawings.
  - e. Electronic file submittal

### **Exclusions**

The following items are not anticipated but can be included at an additional cost:

1. Traffic control device quantities and estimates
2. Traffic control specifications
3. Reviewing permits for work inside of the right-of-way.

### **Schedule**

The deliverables above will be prepared on the following schedule:

Traffic Control sheets – October 1, 2024

**Payment**

For all contracted services as described above, EMCS proposes a total lump sum fee in the amount of \$28,970.00.

**EMCS Contact:** Aaron Schramm, PE  
EMCS, Inc.  
1300 W Canal St, Suite 200  
Milwaukee, WI 53233  
414-347-1607, [aschramm@emcsinc.com](mailto:aschramm@emcsinc.com),



Aaron Schramm, P.E.  
Project Manager  
EMCS, Inc.

**Authorized Representative for EMCS, Inc.**

Signature: Brian J. Wilson  
Title: Vice President  
Date: 7/17/2024

**Representative for City of Racine Water Utility**

Client Signature: Michael Holt  
Title: Water Utility Director  
Date: 07/18/24

## CONTRACT AGREEMENT

### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made July 17, 2024 by and between City of Racine Water Utility, hereinafter referred to as the Client, with offices at 101 Barker Street, Racine, WI, and EMCS, Inc., hereinafter referred to as the Consultant, with offices at 1300 West Canal Street, Milwaukee, WI, WITNESSETH, that the Consultant has entered into an Agreement with the Client, for Traffic Control Design Services.

NOW THEREFORE, the Client and the Consultant agree as follows:

#### 1. SCOPE OF SERVICES

The services to be rendered by the consultant shall consist of those specifically defined in Exhibit A.

The schedule for completion of these services is outlined in Exhibit A.

#### 2. COMPENSATION

The Client will pay, and the Consultant agrees to accept, in full compensation for all services required under this Agreement, lump sum fee of twenty-eight thousand, nine hundred and seventy dollars (\$28,970.00) for the services outlined.

#### PARTIAL PAYMENTS

Payment to the Consultant for services rendered under this Agreement will be made monthly by the Client based upon work completed as shown in monthly invoices submitted to the Client by the Consultant. To insure timely processing of partial payment requests, the Consultant shall submit to the attention of Chad Regalia monthly invoices, prior to the tenth day of each calendar month. Payments for extra work, if required and if authorized, will also be paid monthly. Payment will be made within thirty working days after receipt of Consultant's invoice by the Client.

#### 4. EXTRA WORK

In case it is advisable or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expenses of the work, such alteration shall not annul or vitiate this Agreement. The Consultant shall furnish all the necessary labor, material, and engineering knowledge to complete the work as altered within the time limit originally specified or as extended by the Client.

Alteration of the work under this Agreement shall be authorized by a written order from the Client. When, in the opinion of the Consultant, such an order involves extra work for which the Consultant will require added compensation, the Consultant shall submit a request in writing to the Client requesting a cost adjustment for such work. The Client shall review the Consultant's submittal and, if acceptable, issue a letter form change order as an amendment to this Agreement. Work under such change order shall not proceed unless and until so authorized by the Client. The basis of payment or credit resulting from such altered work

shall be in accordance with the provisions of this Agreement or as amended by the change order.

#### 5. DELAYS AND EXTENSIONS

When approved by the Client, the Consultant shall be given an extension of time for delays beyond the Consultant's control of or those caused by tardy approvals of work in progress.

#### 6. FINAL SETTLEMENT

Unless the Agreement has been terminated prior to the completion of the work as hereinbefore provided, the Agreement shall be considered terminated upon completion and acceptance of the work, or upon final payment therefor.

Should the parties hereto fail to reach agreement as to the proper performance of this Agreement, or on any questions, whatever they may be, not included under the terms of the preceding paragraph, then any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration.

The procedure in any arbitration proceeding or proceedings shall be governed by the applicable provision of Chapter 788 of the Wisconsin Statutes and acts and laws amendatory thereof and supplemental thereto, and such arbitration provisions of the Wisconsin Arbitration Statutes.

All expenses incurred during any arbitration proceeding or proceedings shall be paid in equal shares by the parties.

#### 7. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, the original plans and copies of notes, studies, reports, estimates, specifications, maps, etc., shall be delivered to and become the property of the Client. Reuse of any of the documents of the Consultant by the Client on extensions of this project or any other project without the written permission of the Consultant shall be at the Client's risk and shall not constitute any liability on the Consultant.

#### 8. ACCEPTABILITY OF WORK

Acceptability of services performed under this Agreement shall be determined by the Client.

#### 9. INSURANCE

The Consultant shall procure and maintain such insurance for protection from claims against it under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, the Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which the Consultant is legally liable. However, the Consultant hereby states and the Client acknowledges, that the Consultant has no professional liability (errors and omissions) or other insurance, and is unable to reasonably

obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Waste includes materials to be recycled, reconditioned or reclaimed. Accordingly, the Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against the Consultant, its principals, employees, agents and consultants if such claim in any way arises out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project.

Certificates of insurance shall be provided to the Client upon request.

10. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable Federal, State and local laws and ordinances, as shall all others employed by the Consultant in carrying out the provisions of this Agreement.

11. ENDORSEMENT OF PLANS

The Consultant shall endorse and seal all plans prepared by itself in the manner required by the Client.

12. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Wisconsin.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and approved on the date hereinbefore written by their authorized offices and representatives.

CLIENT  
City of Racine Water Utility

CONSULTANT  
EMCS, INC.

By: 

By: 

Title: Water Utility Director

Title: Vice President

Date: 07/18/24

Date: 7/17/2024