

City of Milwaukee
Professional Services Procurement for Engineering Services

CONTRACT

Contract Number: **C523250582**

Consultant Selection: **Undertaken in accord with DPW Service Order Request Form**

Parties to the Contract: **City of Milwaukee and Single Source, Inc.**

City Work Order Number (sequentially assigned): *N/A*

WISDOT Work Order Number: *N/A*

Project Name: **State Project ID 2200-10-01; W Bluemound Road (USH 18) N 106th St to N 66th St.**

Scope of Services (attached): **A Professional Services Contract to provide Real Estate acquisitions for the rehabilitation of N Bluemound Rd (STH 18) N 106th St to N 66th St, City of Milwaukee, Milwaukee County.**

Exhibit 1: **Professional Services Proposal and Fee.**

Exhibit 2: **Insurance Requirements**

Completion Date: April 1, 2027

For Professional Real Estate Acquisition Services contracted to Single Source, Inc., the CONSULTANT'S actual cost to Single Source, Inc. based on a lump sum of \$164,650.00.

Funding Authority: **Resolution # 240108, Adopted 06/11/2024, ST320230501**

Contracting Authority: **DPW Service Order Request Form**

Consultant Project Manager: **Steve Boll**

TERMS AND CONDITIONS:

Changes. The City may authorize changes in the Contract Documents. Such changes, including any increase or decrease in the contracted scope of services and/or increase or decrease in the amount of the Consultant's compensation and/or completion date which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to the Contract Documents. No changes to this Contract shall be valid unless incorporated as a written, mutually agreed amendment thereto. Determination of the cost for a change in an individual work order shall be based on the original work order hourly rates.

Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services performed by the Consultant under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of the damages due to the City from the Consultant is determined.

Termination for Convenience. The City may terminate this Agreement at any time and for any reason by giving written notice to the Consultant of such termination and specifying the effective date, at least seven days before the effective date of such termination. If this Agreement is terminated by the City pursuant to this Section, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Consultant covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by the Consultant will be determined by the City.

Scope of Services. The Consultant is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in the Contract Documents. The Consultant is required to furnish all services and labor necessary as indicated in the Contract Documents, including without limitation, materials, equipment, supplies, and incidentals.

Standards of Performance. The Consultant agrees that the performance of the services, pursuant to the terms, conditions and agreements of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. The Consultant agrees to abide by all federal, state and local laws, regulations, and ordinances, and all provisions of this Agreement.

Compensation and Terms of Payment:

Compensation. The Consultant will be compensated by the City for the services provided under this Agreement on an actual cost-plus fixed fee not-to-exceed basis, subject to the terms, conditions and contingencies set forth within the Contract Documents.

Not to Exceed. Notwithstanding the previous section, total compensation to the Consultant under this Agreement shall be dependent on City staffing levels and future budget appropriations. A not to exceed compensation for each work order will be agreed on between the City and the Consultant prior to execution of individual work orders.

Invoicing and Payments. Payments to the Consultant for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Consultant to the City. These invoices shall document costs to date to the same level of detail as the level of effort spreadsheet (labor hours by position, labor costs by position, overhead costs, fixed fee, direct expenses, and subconsultant costs) along with percent completion of each task. Invoices shall be reviewed and approved by the Commissioner of Public Works or his designee. The final five percent (5%) of the contract amount shall be retained. The final payment of the balance due the Consultant for the completed services shall be made upon completion and acceptance by the City of the services performed by the Consultant under this Agreement. All payments made under this Agreement shall be subject to the City's prompt payment policy set forth in the section below.

Prompt Payment Policy. The City, as a matter of policy, shall strive to make timely payment on all invoices. Payments to the Consultant will be deemed timely if the payment is mailed, delivered, or transferred within forty-five calendar days after receipt of a properly completed invoice or receipt and acceptance of the service under the work order, whichever is later. If the City does not make payment by the 45th calendar day, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the City disputes the amount of the invoice).

Additional Fringe or Employee Benefits. The Consultant shall not receive nor be eligible for any fringe benefits or any other benefits to which City employees are entitled to or are receiving.

Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Consultant receiving payment under this Agreement shall be the sole responsibility of the Consultant.

Withholding of Salaries. If in the performance of this Agreement, there is an underpayment of salaries by the Consultant or by any subcontractor thereunder, the City shall withhold from the Consultant out of payments due to it an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Consultant or subcontractor, if any, to the respective employees to whom they are due.

Personnel, Qualifications, Subcontracting:

Required Personnel. The Consultant represents that it has or will secure at its own expense all personnel required to perform the services set forth in the Contract Documents. These personnel shall not be employees of or have any contractual relationship to the City.

Fully Qualified. The Consultant represents that all personnel engaged in the performance of the services set forth in the Contract Documents shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

Subcontracting. None of the services to be performed under the Contract Documents shall be subcontracted without the prior written approval of the City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

Indemnification Obligations in Civil Contracts. If this is an agreement to which Wis. Stat. § 443.20 applies, (i.e., a "civil contract" with a "design professional" for "design professional services" as those terms are defined in Wis. Stat. §§ 443.20(1)(a), (b), and (c)), then the provisions of the previous Section 9.1.1. shall not apply, and instead, Contractor agrees to indemnify City and its officers, agents, and employees for all losses damages, costs, expenses, judgements, accrued interest, liabilities, or decrees arising out of any claim, action in court, or proceeding before an administrative agency that is brought against City or any of its subcontractors, officers, agents, or employees for (1) losses proximately caused by Contractor's and/or any subcontractor's negligent performance of the design professional services that do not exceed the proportion of a loss caused by the negligent performance and (2) damages caused by Contractor's and/or any subcontractor's acts or omissions if such acts or omissions involved reckless, wanton, or intentional misconduct. Any indemnification provisions that are included elsewhere in this Contract pursuant to an agreement between City and the federal government shall also apply, notwithstanding that they may conflict with this Section 9.1.2.

Insurance. The Consultant shall be solely responsible to meet the Consultant's insurance needs as required by the City, including public and professional liability and property damage, during the term of this Agreement or any extension thereof. A Certificate of Insurance shall be provided to the City as evidence thereof naming the City as an additional insured for public liability and property damage, and providing for a 30-day notice to the City prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement. The minimum limits of insurance required by the City under this Agreement are set forth in Exhibit 2 attached hereto.

Conflicts of Interest:

The City - Governing Body. No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the Governing Body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the Consultant or its employee must be disclosed to the City.

Discrimination. The Consultant agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

Subcontracts. The Consultant shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

Access to Records. The Consultant shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, papers, or any records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

Establishment and Maintenance of Records/Public Records Law. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, etseq. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Consultant must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of the final payment under this Agreement.

Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

Entire Agreement. This Agreement, and the Exhibits attached hereto, constitute the entire agreement between the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement shall serve as the complete and exclusive statement of their agreement together.

No Additional Waiver Implied. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performances shall continue in full force and effect.

Amendment. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

Applicable Law and Venue. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in Federal District Court for the Eastern District of Wisconsin for matters arising under federal jurisdiction.

Independent Consultant. In performing its obligations under this Agreement, the Consultant shall act as an independent consultant solely for its own account and not as an agent, representative, or employee of the City.

Assignment. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The employment by the City of the Consultant to perform the services set forth in this Agreement is a personal contract and the Consultant shall not assign, sublet or transfer the Consultant's interest or obligations under the provisions of this Agreement without the prior written consent of the City. Provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notices of any such assignment or transfer shall be furnished promptly to the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.


Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Suspension/Debarment. The Consultant certifies that throughout the term of this Agreement, neither the Consultant nor any of its principles are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement Programs) and that the Consultant will not enter into any transactions with any sub-recipients, consultants, or any of their principals who are debarred, suspended, or proposed for debarment. The Consultant further certifies that it will verify that no suspended or debarred entities are under contract or participating in

activities under this agreement by reviewing the federal General Services Administration's Excluded Parties List System (EPLS), which is available in electronic format and can be accessed on the internet at www.epls.gov. Prior to signing this agreement, the Consultant has reviewed EPLS to verify the status of any sub-recipients, consultants, and their principles.

APPROVAL AND ACCEPTANCE: All services defined in this contract shall be performed in accord with the terms and conditions of the contract between the City of Milwaukee and Single Source, Inc., and that the consultant's failure to comply with such requirements shall be considered a breach of this contract.


CONSULTANT:


Steve Boll, Principal

Date:

7/9/25

CITY:


Commissioner of Public Works

Date:

7/28/25

COMPTROLLER:


Charles Rosdell
35

Date:

7/29/2025

NOTE: Any City departments utilizing the Professional Services Agreement for Master Engineering Services shall contact Kevin Muhs, City Engineer, to assign the work order number and provide him with executed copies of work orders for record keeping and tracking purposes. This document has been reviewed and approved for use by the City Attorney's office.

EXHIBIT 1

Professional Services Proposal

CONTRACT FOR PROFESSIONAL “REAL ESTATE” SERVICES BETWEEN
SINGLE SOURCE, INC. AND THE CITY OF MILWAUKEE

**PROJECT: Bluemound Road, North 106th Street to North 66th Street, City of Milwaukee /
Wauwatosa, Milwaukee County, Wisconsin.
Project ID; 2200-10-01**

Scope of Assignment and Project Approach

1. Negotiations/Acquisitions Services:

a). Single Source, Inc. responsibilities –

- (1) Single Source, Inc. shall negotiate all parcels and other acquisition services, assuming 60 partial acquisitions. Single Source, Inc shall acquire via chapter 32 upon authorization by the City of Milwaukee. Single Source, Inc shall attempt to acquire 45 parcels (TLE only) via nominal waivers. If negotiation is unsuccessful via a nominal acquisition, Single Source, Inc will appraise said parcels and acquire via a regular appraisal offer. The remaining 15 parcels with FEE and TLE shall be appraised.
- (2) Single Source, Inc. shall maintain an individual Parcel File Folder on each parcel to be negotiated which will include a negotiation diary of each contact with the property owner and/or action taken in the acquisition process as well as all other pertinent documents/correspondence relating to the negotiations/acquisition of the individual parcel. Individual Parcel Files will contain, as applicable, the following:
 - Parcel Check List
 - *Title Search Report (provided by City of Milwaukee and/or the City of Wauwatosa). *- All requests for title updates will be coordinated through the City of Milwaukee, and be considered a pass-through-cost to the City of Milwaukee.
 - Legal Description for Acquisition Area(s)
 - Copy of Introductory Letter(s)
 - Approved “Offering Price Report”
 - Offering Price Letter
 - Negotiation Diary
 - 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
 - Design Study Report (provided by City of Milwaukee, if completed)
 - Partial Releases (if deemed necessary by the City of Milwaukee, (for fee parcels only) shall be obtained by Single Source, Inc). Should a bank charge a fee for a partial release, the City of Milwaukee shall decide if reasonable and will pay as a

pass-through cost. If unreasonable, property will be acquired via a Jurisdictional Offer and an Award of Damages.

- Single Source, Inc shall pay for but be reimbursed by the City of Milwaukee for all recording fees.

All individual parcel files are considered to be the property of the municipality it exists in and shall be turned over to the respective municipality by Single Source, Inc. upon completion of the project.

- (3) Any appraisal received from property owners shall be handled according to the Real Estate Program Manual (REPM), Chapter 3. Single Source, Inc. shall submit a copy of such appraisals, with a recommendation for payment or non-payment, to the appropriate municipality for review and approval. To be eligible for payment from the appropriate municipality, 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 (post-marked by the due date is acceptable).
- (4) When an 'Administrative Revision' offer appears warranted due to market evidence, errors, design changes, owner's counter-proposal, litigation protection, etc., Single Source, Inc. shall proceed as follows –
 - (a) When a minor increase in the approved offer (based on justification) is proposed Single Source, Inc. shall –
 - (i). On nominal parcels, have owner sign Waiver showing increased amount subject to the appropriate municipality approval.
 - (ii). On all others, attempt to secure a signed 'purchase agreement', TLE or Warranty Deed from the owner for the increased amount, contingent on the appropriate municipality approval.
 - (b) When a significant increase in the approved offer is proposed, Single Source, Inc. shall discuss the proposed settlement with the appropriate municipality before making any commitments with the owner.
 - (c) Single Source, Inc. shall present to the owners all approved administrative revisions in writing, amending the previous offer.
- (5) All payment requests, with supporting documentation, shall be submitted to the appropriate municipality for processing.
- (6) On parcels being acquired by "Award", Single Source, Inc. shall –
 - (a) Prepare the Jurisdictional Offer (J.O.) and coordinate with the appropriate municipality for review and approval of the file prior to Single Source, Inc. forwarding to the property owner and other parties of interest.

- (b) Upon approval of the Jurisdictional Offer, Single Source, Inc. will send the Jurisdictional Offer (J.O.) to the property owner, and other parties of interest, via “certified mail, return receipt requested”.
 - (c) Single Source, Inc. shall prepare a “Lis Pendens” and forward, along with a copy of the J.O. and legal description of the property, to the “Register of Deeds” for filing within 14 days of mailing the J.O. to the property owner.
 - (d) At the time the J.O. is mailed to the property owner, an award and payment request shall be submitted to the appropriate municipality for final approval.
 - (e) The appropriate municipality will forward the check to Single Source, Inc. for disposition and final file closing.
- (7) Single Source, Inc. shall submit monthly progress reports to the City of Milwaukee and the City of Wauwatosa, which shall include, but not limited to, the following –
- (a) A summary of activities for the month.
 - (b) Notification of any problems encountered.
- (8) Single Source, Inc. shall provide TLEs, deeds and other documents for recording directly to the appropriate ‘Register of Deeds’ after the property owner(s) has/have been paid. However, Single Source, Inc. is not responsible for payment of any recording or filing fees. These fees shall be a pass-through cost to the City of Milwaukee and the City of Wauwatosa.
- (9) Single Source, Inc. shall assume responsibility for the final disposition of the acquisition(s) to include – payment request, payment, recording, and all condemnation actions required up to the filing of the Award of Damages.

b). City of Milwaukee Responsibilities –

- (1) The City of Milwaukee and the City of Wauwatosa shall send a “Letter of Introduction” and a “Rights of Landowners Under Wisconsin Eminent Domain Law” brochure to each parcel owner in their respective jurisdictions. The letter shall be sent on City of Milwaukee and City of Wauwatosa letterhead.
- (2) The City of Milwaukee will provide a copy of the filed ‘Relocation Order’ to Single Source, Inc. The City of Milwaukee will also provide copies of any subsequent revised relocation orders to Single Source, Inc. which may occur during the acquisition stage of the project.
- (3) The City of Milwaukee will provide copies of ‘Title Search Reports’ and legal descriptions (via Microsoft Word) of the ‘acquisition area(s)’ to Single Source, Inc. for all properties identified on the acquisition plat.
- (4) The City of Milwaukee and the City of Wauwatosa will approve all offering prices (including nominal parcel payments as necessary), revised offering prices, administrative settlements, and awards. The City of Milwaukee and the City of

Wauwatosa agrees to do so in a timely manner so as not to adversely affect Single Source, Inc's. ability to meet the terms of the project time-line.

- (5) The City of Milwaukee and the City of Wauwatosa will process all payment requests and provide checks to Single Source, Inc. as indicated by Single Source, Inc, and approved by the City of Milwaukee on a parcel-by-parcel basis.
- (6) The City of Milwaukee and the City of Wauwatosa will provide payment for all recording or filing fees, (pass through cost).
- (7) The City of Milwaukee will provide Single Source, Inc. with the following information on the project –
 - Construction Plans, Profiles and Cross Sections
 - Right of Way Plats (via PDF)
 - Design Study Report, if applicable.
 - Property Owners Address and Phone List (and the City of Wauwatosa)
 - Agricultural and/or Environmental Impact Studies (upon request, if applicable)
 - Highway Access maps (upon request, if applicable)
 - Legal Descriptions of the Acquisition Areas (PDF or Microsoft Word)

2. Appraisal Services:

- a). If a property is unable to be acquired via a nominal waiver and an appraisal is deemed appropriate and necessary, Single Source, Inc. will provide an appraisal report; “before” & “after” appraisal and submit to the City of Milwaukee or the City of Wauwatosa for their review and approval. The number of appraisals is currently unknown. All appraisals shall be partial take acquisitions, which include interests of FEE and Temporary Limited Easements, and possible site improvements within the FEE and Temporary Limited Easements. Single Source, Inc has assumed 25 appraisals (15 definite with FEE and TLE). If less or more appraisals are needed, Single Source, Inc will only charge for the needed appraisals. Each appraisal shall be invoiced at \$2,350.
- b). Appraisals will be Standard Abbreviated, "before" & "after" appraisals. If significant severance damage or cost-to-cure items are recognized, Single Source, Inc. shall have the right to amend the appraisal fee.
- c). Single Source, Inc. will prepare **Two (2)** copies of the appraisal report (with color photos) for each appraised parcel and shall be delivered to the City of Milwaukee or the City of Wauwatosa with an Offering Price Report for review and approval.
- d). The City of Milwaukee and the City of Wauwatosa will review the reports (a DOT assignment reviewer), coordinate with Single Source, Inc. any revisions or clarifications, and notify Single Source, Inc. when the report has been accepted and approved.
- e). An Expanded Sales Study will be completed by Valbridge Property Advisors, as a subconsultant to Single Source, Inc.

3. Relocation Services:

None.

4. Utility Parcels:

None.

5. Schedule:

Exact schedule dates are currently unknown. Real Estate acquisition is anticipated to begin early 2026.

5. Project Costs:

Phase II

Project Data Book: (sub-consulted to Valbridge Property Advisors)

\$ 9,000.00

\$ 9,000.00

Acquisition:

60 - Acquisitions @ \$1,400 each:

\$84,000.00

\$84,000.00

***Appraisal (If required – number of appraisals unknown at this time, assume approximately 25 appraisals). Only appraisals prepared will be invoiced:**

(25 appraisals @ \$2,350 each):

\$58,750.00

\$58,750.00

LPA Certification Phase:

\$ 3,000.00

\$ 3,000.00

Recording TLEs (60 @ \$40 each):

\$ 2,400.00

\$ 2,400.00

Project Management:

\$ 7,500.00

\$ 7,500.00

*Total Contract Amount:

\$164,650.00

7. Professionalism.

The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Pursuant to Law.

Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by Single Source under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

Records.

Single Source shall maintain all of its records (cloud based, not hard copy) pertaining to this Agreement for not less than two years following the completion of this Agreement and shall provide for the inspection and copying of such records by the City of Milwaukee upon request. However, upon completion of the project, Single Source, Inc. will return all (hard copies) negotiation files to the City of Milwaukee.

Termination.

This Agreement may be terminated upon written notice at City of Milwaukee convenience or by either party in the event of failure by the other party to perform in accordance with the terms of this Agreement. Single Source shall terminate performance of services on a schedule acceptable to City of Milwaukee, and City of Milwaukee shall pay Single Source for all services performed prior to such termination.

8. Basis of Payment:

Single Source shall submit monthly invoices, during the progress of the services noted herein; for the services completed to date. The final invoice shall be submitted to the City of Milwaukee within three months of completion of services. The above stated amounts are lump sum fees, which shall not be exceeded. Single Source, Inc shall provide all necessary acquisition services required by and reasonably necessary under the law, so that the City of Milwaukee shall acquire such parcels for the amount of such fees.

APPROVAL AND ACCEPTANCE:

Single Source, Inc.:



Date: June 1, 2025

Steve Boll, Principal

The City of Milwaukee.:

Date: _____

Title

EXHIBIT 2

Insurance Requirements

ATTACHMENT #2

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE CONTRACTS

I. Worker's Compensation and Employer's Liability

Coverage Amounts			
Worker's Compensation			Statutory
Employer's Liability			
Bodily Injury by Accident		Each Accident	\$100,000.00
	Bodily Injury by Disease	Each Employee	100,000.00
	Bodily Injury by Disease	Policy Limit	500,000.00

II. Commercial General Liability

<u>Limits of Liability</u>		
Bodily Injury/Property Damage		
	Each Occurrence	\$1,000,000.00
	General Aggregate	\$1,000,000.00
	Products/Completed	
	Operations Aggregate	\$1,000,000.00
Personal Injury	Aggregate	\$1,000,000.00
<u>To Include:</u>		
Occurrence Form		
Premises/Operations Coverage		
Products/Completed Operations Coverage		
(to extend for two (2) years after the acceptance of the work by the		
City of Milwaukee)		
Contractual liability for risks assumed in this agreement		

III. Automobile Liability

<u>Limits of Liability</u>		
Bodily Injury/Property Damage	Each Accident	\$1,000,000.00
<u>To Include:</u>		
Coverage on all Owned, Non-Owned and Hired Vehicles		

IV. Umbrella Liability

<u>Limits of Liability</u>		
Personal Injury/Property Damage	Each Occurrence	\$5,000,000.00
	Aggregate	\$5,000,000.00
<u>To Include:</u>		
Occurrence Insuring Agreement		
First Dollar Defense Coverage		
Insuring Agreement which will:		
Provide Excess Protection to the Primary Coverage (exclusive of professional liability)		

V. Professional Liability

<u>Limits of Liability</u>		
Wrongful Act	Per Incident	\$2,000,000.00
	Aggregate	\$2,000,000.00
<u>To Include:</u>		
Insuring agreement to cover errors, and omissions including loss, costs and expenses, which result from the operations of the service provider. If insuring agreement is claims made, the coverage must be continued for the duration of the contract or for a period to time after contract completion date as required by the City of Milwaukee.		

Note: With regard to Section Nos. II, III and IV, a Certificate of Insurance shall be provided to the Department of Public Works as evidence thereof naming the CITY as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to the Department of Public Works prior to change, termination or cancellation.

Prepared by:
D Moldenauer
7/24/25

C:\Users\kyvos\Downloads\
C523250582 Single Source
7/29/2025