

**CITY OF VERONA**

**PUBLIC WORKS/SEWER & WATER COMMITTEE**

**MONDAY, JULY 8, 2019 – 5:15 P.M.**

**VERONA CITY CENTER**

**111 LINCOLN STREET**

**VERONA, WI 53593**

**A G E N D A**

1. Call to order.
2. Roll call.
3. Approval of the minutes of the June 10, 2019 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding Professional Services agreement with AECOM for Construction Related Services for Project 2016-123 CTH PD, Woods Road to CTH M.
5. Discussion and action regarding Professional Services agreement with JT Engineering for construction administration and inspection in regards to work within right-of-way.
6. Discussion regarding Verona waterworks rate study update.
7. Discussion regarding on-going public works and utility projects.
8. Adjourn.

Evan Touchett  
Chairperson

POSTED: Verona City Hall, Verona Public Library, Miller's Market

ALL AGENDAS ARE POSTED ON THE CITY'S WEBSITE AT [www.ci.verona.wi.us](http://www.ci.verona.wi.us)

IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMMODATION TO ACCESS THE MEETINGS, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

**CITY OF VERONA**

**MINUTES**

**PUBLIC WORKS/SEWER & WATER COMMITTEE**

**MONDAY, JUNE 10, 2019**

1. The meeting was called to order by Mr. Touchett at 5:15pm.
2. Roll Call: Present: Evan Touchett, Chad Kemp, and Sarah Gaskell. Also present: Theran Jacobson, Public Works Director; Adam Sayre, Planning Director / Interim City Administrator; Jim Ferolie, Verona Press.
3. MOVED by Touchett, seconded by Kemp, to approve the minutes of the May 28, 2019 meeting of the Public Works/Sewer and Water Committee. Motion carried 3-0.
4. Mr. Jacobson provided an overview of curb side services that are contractual or provided by staff.

Sayre entered at 5:28pm

- Waste Management contracted curb side pick-up regarding Refuse and Recycling. Jacobson presented the following:
  - Contract terminates end of 2021.
  - All information is readily available on the website.
  - Refuse is weekly and includes bulk item pickup curb side.
  - Recycling is bi-weekly and does not include any additional pickup; all items shall be placed in the cart.
  - Of the approximately 3,900 stops only 16 stops have an additional refuse or recycling cart that is contracted through waste management on a one year contract for \$5 a month.
  - Staff requested an estimate from Waste Management in late 2018 to modify the recycling from bi-weekly to weekly and that cost was an additional \$25 per stop annual. This would be a pass through cost to the refuse and recycling budget of just under a \$100,000.
  - Staff noted the challenges are cardboard and that is the primary inquiry received. Staff always directs residents to breakdown and bundle their cardboard.
  - Alternative option is to coordinate a cardboard dumpster to be located at public works facility for use by residence and shall breakdown cardboard. Jacobson noted he had coordinated this request with Waste Management and is awaiting a price.
  - Gaskell noted she would like to see a full recycling drop off location at the new public works facility that requires a permit fee for use. This would help users that have excess recycling and not have an adverse cost to other not in need of additional recycling services. Jacobson noted they would evaluate and include as part of the design and provide future information as the design progress in 2019 – 2020.
- Committee mutually discussed that no changes to curb side pick provided by Waste Management should be considered.
  - Touchett noted the cardboard dumpster would help as this is the largest item(s) that accumulates the recycling cart. Breaking down the cardboard and bundling great increases the efficiency of any resident's cart. Touchett request any additional information that can be placed on the website would be helpful.
    - Jacobson noted that staff has been working with waste management as of last week to get additional recycling information.

- Kemp noted the lack of numbers with residents with second carts does not support any change for all residents due to the costs.
- Gaskell noted she would like to see a full recycling drop off location at the new public works facility that requires a permit fee for use. This would help users that have excess recycling and not have an adverse cost to other not in need of additional recycling services.
  - Jacobson noted they would evaluate and include as part of the design and provide future information as the design progress in 2019 – 2020

Ferolie left at 5:33 pm

- Public works staff curb side pick-up regarding brush, leaf, and yard waste. Jacobson presented the following:
  - Comparison of multiple communities curbs side services for brush, leaf, and yard waste.
  - Verona Brush collection is 2<sup>nd</sup> and 4<sup>th</sup> week of the month, all brush and tree debris from residents are collected. No size limitation on diameter and pile size. No commercial contractors waste is collected. Two full crews and take two days to pass through City on typical week. Brush can be transferred and disposed of at public works facility during operating hours.
    - Other communities are:
      - Monthly with size limitation on diameter and pile
      - Varies if have alternative drop off site similar to Verona
  - Verona leaf collection is fall only, from early / middle October to end of November or first snow fall. No pile size limitation. Pickup is weekly. No commercial contractor's leaf is collected. Primary public works activity, full forces dedicated to service with street sweeping occurring immediately after pickup. Leaves can be transferred and disposed of at public works facility during operating hours.
    - Other communities are:
      - Leaf collection in fall
      - Equipment varied from trailer mounted vacuum or Vacall units
      - 5 of the 11 communities surveyed picked up leaves in spring
        - ❖ 3 of the 5 were contracted and was a pickup in April and May only
          - Material to be placed in open bags or storage containers to be emptied
        - ❖ 2 remaining communities had multiple Vacall leaf collection equipment
      - One community did not include grass clippings
      - Varies if have alternative drop off site similar to Verona
  - Verona yard waste collection is fall only, from early / middle October to end of November or first snow fall with leaf collection. No pile size limitation. Pickup is weekly. Yard waste, leaf, and brush piles are to be segregated for pickup. Yard waste can be transferred and disposed of at public works facility during operating hours. Yard waste bunk at the public works facility is being utilized. For instance, the bin was emptied Friday June 7 in the afternoon and again after Saturday drop off hours (with compaction of the bin and site management), and Monday am the bin was emptied again.
    - Other communities are:
      - 5 of the 11 communities do not pickup yard waste.
      - Yard waste is pickup up with leaf collection
      - 4 communities pick up with spring leaf collection
        - ❖ 2 of the 4 were contracted and was a pickup in April and

May only

- Material to be placed in open bags or storage containers to be emptied
  - ❖ 1 of 4 remaining communities had material to be placed in open bags or storage containers
  - ❖ 1 of 4 remaining communities used a trailer mounted vacuum
- Jacobson noted any changes to public works staff curb side collection would require additional equipment and staff. Additional equipment alone would represent capital costs of \$125,000 to over \$200,000 depending on the type of equipment and process necessary to modify collection.
  - Residents still place yard waste curb side even when not collected and it is tagged with a flyer. Any spring collection unfortunately would be non-compliant.
  - Jacobson noted that he has stated previously that we would provide an isolated 24 / 7 brush, leaf, and yard waste bin at the new public works facility policed by video surveillance for compliance.
  - Committee mutually discussed that no changes to curb side pick-up provided by public works staff should be considered.
    - Touchett noted the service provided is above what other communities provide, the drop off site is readily available, and that other services would be impacted also from an operations standpoint.
    - Kemp noted he lived in a community where leaf and other curb side collection required bagging the process was inefficient as compared to unlimited pile sizes available for Verona currently.
    - Gaskell noted she support the drop-off expansion at the new facility but not additional curb side services. Ultimately, this contradicts sustainability and impacts operations from a street sweeping and storm water management perspective.
    - Committee thanked staff for the detailed comparison between communities.

MOVED Kemp, seconded by Gaskell, to maintain current level of services for curb side pickup. Motion carried 3-0.

5. Mr. Jacobson provided an update on Gateway Pond as staff is waiting on permit requirements from Wisconsin Department of Natural Resources.
6. MOVED by Touchett, seconded by Kemp, to adjourn at 6:00pm. Motion carried 3-0.

Note: These minutes were prepared by Theran Jacobson, Director of Public Works. These minutes are based on the notes of the recorder and are subject to change at a subsequent meeting.

# **Public Works Committee**

July 8, 2019

## **Item (4) Professional Services agreement with AECOM for Construction Related Services for Project 2016-123 CTH PD, Woods Road to CTH M.**

This Consulting Services Agreement with AECOM is for construction staking, contract administration, product review, request for information, right-of-way staking, and shop drawing review of their design services during construction:

- Construction Staking
- Product Submittal review
- Request for Information
- Contract Administration
- Progress meetings
- Pay requests review
- Property corner / right-of-way staking at project completion
- Project Closeout

The construction inspection will be completed by City staff.

The cost is not to exceed \$79,361.

## **Item (5) Professional Services agreement with JT Engineering for construction administration and inspection in regards to work within right-of-way.**

This Consulting Services Agreement with JT Engineering is to assist Public Works staff with administering, enforcement, and inspection of work with City of Verona right-of-way and easements by utility companies. The cost of these services will be billed back to the company through the permit issued. Depending on the size of the application, a retainer will be required at time of application and permit issuance.

Mr. Jacobson has been approached by two other fiber optic companies that are looking to place transmission facilities in Verona.

As each application is applied for and a permit is issued, a work order will be issued to JT Engineering by staff.

This contract approach is being used by communities that do not have the staffing capabilities to administer and / or inspect projects of such scope and size.

The draft work order included in the contract is \$15,000 to cover the two applications mentioned above. These two projects will require a retainer at permit issuance.

City attorney has reviewed the Public Works staff approach with this and it can be completed under our current codes.

Action shall be contingent on legal review of the contract.

**Item (6) Verona waterworks rate case update.**

Baker Tilly our City Auditors and City staff (Utility) submitted the water rate case to Wisconsin Public Service Commission in July of 2018 after recommendation for Public Works Committee on July 23, 2018. The rate case is nearing the final stages after multiple data requests from PSC staff, coordination with Auditors and PSC staff, and data request responses by staff and Auditors. Here are the formal updates:

1. Utility received a response from PSC staff on May 15, 2019 that PSC staff has analyzed the rate case based upon information provided by Utility and Auditors and confirmed the revenue requirement. Next steps is cost-of-service analysis and proposed rate design.
  - a. Utility and Auditors reviewed the PSC letter.
  - b. Utility responded on May 21, 2019 to the letter that the Utility is in agreement.
2. Utility received a response from PSC staff on June 14, 2019 that PSC staff has completed the cost-of-service analysis and proposed rate design.
  - a. Utility and Auditors reviewed the PSC letter.
  - b. Utility responded on June 18, 2019 to the letter that the Utility is in agreement.

PSC commission will ultimately act of the case at a date to be determined and then Utility / City will act for any changes necessary to rates and codes. City staff has inquired with the PSC on the schedule for the following events:

1. Hearing is scheduled for July 31, 2019
2. Effective dates on when the rates need to be implemented will be determined in the order from PSC.
3. Formal Order is anticipated to be issued mid-August.

**Current Water Rates:**

**Quarterly Fixed Service Charge**

Meter Size	Water
5/8"-3/4"	\$ 15.71
5/8"-3/4" OSW	\$ 7.80
1"	\$ 27.81
1" OSW	\$ 15.00
1-1/2"	\$ 46.35
1-1/2" OSW	\$ 25.00
2"	\$ 70.04
2" OSW	\$ 39.00
3"	\$ 108.15
3" OSW	\$ 108.15
4"	\$ 164.80
4" OSW	\$ 164.80
6"	\$ 290.46
6" OSW	\$ 290.46
8"	\$ 440.84
8" OSW	\$ 440.84
10"	\$ 638.60
10" OSW	\$ 638.60

**Volume Charges per 1,000 gallons**

<b>Residential*</b>	
Water	\$ 2.47
Sewer	\$ 3.54
<b>All Other</b>	
Water first 30,000 gallons	\$ 2.78
Water next 70,000 gallons	\$ 2.52
Water over 100,000 gallons	\$ 1.56
Sewer	\$ 3.54

Enclosed are the **DRAFT rates proposed** by PSC staff that will go to the PSC commission for action.

**Verona Water Utility**  
**Customer Water Bill Comparison at Present and Proposed Rates**

Customer Type	Meter Size	Volume (1000 Gallons)	Quarterly		Percent Change
			Bills at Old Rates	Bills at New Rates	
Small Residential	5/8"	7	\$ 33.00	\$ 45.36	37.45%
Average Residential	5/8"	13	\$ 47.82	\$ 66.24	38.52%
Large Residential	5/8"	30	\$ 89.81	\$ 125.40	39.63%
Large Residential	1"	75	\$ 213.06	\$ 297.00	39.40%
Large Residential	5/8"	125	\$ 324.46	\$ 456.00	40.54%
Multifamily Residential	5/8"	350	\$ 665.51	\$ 1,274.00	91.43%
Multifamily Residential	2"	650	\$ 1,187.84	\$ 2,423.00	103.98%
Multifamily Residential	2"	750	\$ 1,343.84	\$ 2,781.00	106.94%
Multifamily Residential	3"	500	\$ 991.95	\$ 1,952.00	96.78%
Commercial	1 1/2"	1,100	\$ 1,866.15	\$ 3,217.00	72.39%
Commercial	2"	1,100	\$ 1,889.84	\$ 3,250.00	71.97%
Commercial	4"	1,500	\$ 2,608.60	\$ 4,526.00	73.50%
Commercial	6"	3,725	\$ 6,205.26	\$ 10,972.00	76.82%
Industrial	2"	6,000	\$ 9,533.84	\$ 16,970.00	78.00%
Industrial	3"	1,450	\$ 2,473.95	\$ 4,296.00	73.65%
Industrial	3"	1,100	\$ 1,927.95	\$ 3,316.00	72.00%
Industrial	4"	1,000	\$ 1,828.60	\$ 3,126.00	70.95%
Public Authority	2"	175	\$ 446.84	\$ 660.00	47.70%
Public Authority	2"	600	\$ 1,109.84	\$ 1,850.00	66.69%
Public Authority	2"	1,600	\$ 2,669.84	\$ 4,650.00	74.17%
Public Authority	3"	225	\$ 562.95	\$ 866.00	53.83%

The rates need to be implemented within 90 days from the service date of the final decision or as directed by Commission or Commission staff.

**Item (7) On-going public works and utility projects**

Discussion and updates for ongoing public works and utility projects.

## DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this June 17, 2019, is by and between City of Verona, a Wisconsin Municipal Corporation, (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** (“Deliverables”) in accordance with the schedule (“Project Schedule”).

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CLIENT:**

City of Verona  
111 Lincoln Street  
Attn: Adam Sayre, Interim City Administrator

**TO AECOM:**

AECOM Technical Services, Inc.  
1350 Deming Way, Suite 100  
Middleton, WI 53562

Attn: Zach Larson, PE, Project Manager

Claims-related notices shall be copied to:  
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

### 5. AECOM’S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way

related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services. AECOM shall not be responsible for defects in its Services attributable to its reliance upon or use of information provided by Client.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

## **9. DATA RIGHTS**

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

**10. RECORD DRAWINGS** Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

## **11. ELECTRONIC FILES**

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

## 12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

**13. CHANGED SITE CONDITIONS** The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

**14. MATERIALS AND SAMPLES** Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

**15. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**16. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule and compensation in the foregoing circumstances.

**17. INSURANCE**

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

**18. INDEMNITY**

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

**19. CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

**20. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

**21. DISPUTES RESOLUTION**

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice

shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

**22. GOVERNING LAW** All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

### **23. TERMINATION**

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

### **24. ASSIGNMENT**

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

**25. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**26. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**27. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

**28. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**29. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**30. ORDER OF PRECEDENCE**

- Executed Change Orders
- Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
- Design Engineering Services Agreement Articles 1 through 30 and 32
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

**31. SPECIAL TERMS AND CONDITIONS**

<i>None</i>

**32. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

*(Signature page follows)*

**AECOM Technical Services, Inc.**

**CLIENT: City of Verona**

\_\_\_\_\_  
Signature

Randall L. Fuchs, PE

\_\_\_\_\_  
Printed Name

Vice President

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Address  
1350 Deming Way, Suite 100  
Middleton, WI 53562

\_\_\_\_\_  
Signature

Luke Diaz

\_\_\_\_\_  
Printed Name

Mayor

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Address  
111 Lincoln Street  
Verona, WI 53593

(End of page)

## EXHIBIT A

### SERVICES

Services: AECOM shall provide Construction Related Services (CRS) during the construction of the CTH PD (Woods Rd – CTH M) project. This work will include the following:

#### A. Survey

1. Provide general supplemental control. Control points will be reestablished and provided to the contractor for the contractor’s construction staking.
2. Provide temporary limited easement (TLE) limits.
3. Provide final Right of Way pins after construction is complete.
4. Miscellaneous survey up to 40 hours.
5. Clearing and grubbing limits, erosion control, construction staking, and all other items not listed above are not included in this contract.

#### B. Project administration

1. Review Shop drawings submitted by general contractor for compliance with specification
2. Prepare recommendations for approval of pay requests
3. Address RFI’s submitted by general contractor
4. Prepare necessary change orders as required
5. Attend weekly on-site construction meetings (70 total)
6. General project administration
7. Provide recommendation letter to City for project closure

Schedule: Construction is anticipated to begin in June 2019 and be complete by November 2020. Project close-out by December 2020 excluding Tree and Shrub planting surveillance and maintenance.

Deliverables: Electronic copies of all shop drawings, meeting minutes, RFI responses, and other data or information pertinent to the City for the completion of this project. One complete package will be delivered to the City at the end of the project.

Assumptions:

- City will provide construction observation for this project.
- There will be contractor provided construction staking.

AECOM Project Manager

Name	Zach Larson, PE
Title	Project Manager
Address	1350 Deming Way, Suite 100, Middleton, WI 53562
Phone Number	608-828-8165
Email Address	Zachary.Larson@aecom.com

Client Project Manager

Name	Theran Jacobson, PE
Title	Director of Public Works
Address	410 Investment Court, Verona, WI 53593
Phone Number	608-845-6695
Email Address	Theran.Jacobson@ci.verona.wi.us

(End of page)

## EXHIBIT B

### COMPENSATION AND PAYMENT

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[X] Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ 79,361). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

The breakdown of the estimated NTE fee is as follows:

1. Survey	\$34,615
2. Project Administration	\$44,746
<b>Total Estimated Fee</b>	<b>\$79,361</b>

Although the amount of an individual line item may be exceeded, the total estimated fee will not be exceeded without a written amendment to the Agreement

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

Intentionally Omitted
-----------------------

**2.2 OTHER HOURLY LABOR RATE CATEGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM .

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

**6 PAYMENT**

**6.1** If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

**6.2** Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM’s invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and

AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)

AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**

**SAMPLE CHANGE ORDER FORM**

In accordance with the Consulting Services Agreement dated \_\_\_ 20\_\_\_ between \_\_\_\_\_ (“Client”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, (“AECOM”), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**


**2. Change to Deliverables:**

--

**3. Change in Project Schedule** (attach schedule if appropriate):

--

**4. Change in CONSULTANT’s Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of \$\_\_\_\_\_. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ \_\_\_\_\_

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** Cost \$ \_\_\_\_\_ and Fee \$ \_\_\_\_\_

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ \_\_\_\_\_.

**5. Project Impact:**

--

6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_

[End of Agreement]

**MASTER SERVICE AGREEMENT  
BETWEEN  
JT ENGINEERING, INC.  
AND  
THE CITY OF VERONA**

This Master Service Agreement is made and entered into this \_\_\_\_ day of July, 2019 by and between **THE CITY OF VERONA**, hereinafter referred to as the CITY, and JT Engineering, Inc. 6325 Odana Road, Suite 2, Madison, Wisconsin 53719, hereinafter referred to as the CONSULTANT.

Whereas CONSULTANT agrees to provide professional services to the CITY in connection with one or more projects (each project referred to as a "Project").

The CONSULTANT acknowledges by endorsement of this Contract Agreement that:

- (a) CONSULTANT has the expertise and has a thorough knowledge of the professional services required to complete the proposed work and is qualified to render such professional services
- (b) CONSULTANT shall comply with all applicable laws, regulations, and orders in the performance of the work
- (c) the work shall be performed in a manner consistent with that level of care, quality and skill ordinarily exercised by others performing similar work under similar circumstances.

The parties agree as follows:

CONSULTANT shall furnish the services to the CITY for each Project/Work Order:

- as identified in a Work Order executed by the parties in connection with this agreement and each Project. Whether or not a Work Order specifically references this Agreement, the services shall be conducted under the terms and conditions of this Agreement. Unless modified in writing by both Parties, CONSULTANT shall not exceed the services set forth in the applicable Work Order. To the extent there is a conflict between the terms of a Work Order and the terms of this Agreement, the terms of this Agreement shall apply unless the Work Order specifically references that it is to govern over the terms of any conflicting terms contained in this Agreement. Nothing in this Agreement shall be interpreted to mean that either Party is guaranteeing any amount, level or volume of work to the other Party.

**Section I – BASIC SERVICES**

**1.1 Basic Services**

The Basic Services to be performed under this Agreement are more fully identified in accordance with the terms of the respective Work Order in connection with this Agreement.

**Section II – RESPONSIBILITIES**

**2.1 CITY's Responsibilities**

- 2.1.1** Assist and cooperate with the CONSULTANT in completing the work in a timely and effective manner.
- 2.1.2** Make available to the CONSULTANT drawings, specifications and data which the CONSULTANT considers pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
- 2.1.3** Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope, timing, or performance of services of the CONSULTANT.

## Section III – TIME SCHEDULE

### 3.1 Authorization

Unless otherwise directed by the CITY, the CONSULTANT shall commence the performance of the Basic Services upon execution of this Contract by both parties which shall constitute Authorization to Proceed.

### 3.2 Expeditious Performance

The CONSULTANT recognizes that the services under this Contract are to be performed as expeditiously as practical after Authorization to Proceed. Every reasonable effort will be made to substantially complete the Basic Services within the period described above.

## Section IV – INVOICES AND PAYMENT

### 4.1 Invoices

Invoices shall be submitted once a month or upon completion of services, whichever occurs earlier, for services provided under Section 1.

### 4.2 Payment

**4.2.1** The CITY shall pay the CONSULTANT based on the monthly invoices, with total payment not to exceed the total contract amount.

**4.2.2** It is expressly understood and agreed by both parties that the CONSULTANT will be paid by the CITY within 30 days after receipt of the invoice provided by the CONSULTANT. The CITY agrees to process the CONSULTANTS invoices promptly.

## Section V – CHANGES

### 5.1 Written Authorization

THE CITY or CONSULTANT may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Subcontract.

### 5.2 Equitable Adjustment

If such changes cause an increase or decrease in the CONSULTANTS cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made, and this Contract shall be modified in writing accordingly.

## Section VI – DISPUTES

### 6.1 Resolution Procedure

Except as this Contract otherwise provides, in all claims, counter-claims, disputes, and other matters in question (**Dispute**) between the CITY and CONSULTANT arising out of or relating to this Contract or the breach of it, the CITY and CONSULTANT will negotiate a resolution of the Dispute at a reasonable time and location set by CONSULTANT. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Mediation shall be conducted in Dane County, WI, unless CONSULTANT shall agree to another location. CONSULTANT and the CITY agree that those disputes not settled by mediation will be decided by binding arbitration, unless CONSULTANT elects to have said Dispute resolved in a court of competent jurisdiction.

**6.1.1 Negotiation** Following written notice of a Dispute, two (2) face-to-face meetings (or less if the Dispute is resolved) shall be held.

**6.1.2 Mediation** If negotiation is unsuccessful, a mutually acceptable third party (**Facilitator**) having expertise in the subject of the dispute shall be engaged to mediate the Dispute. Should the CITY and CONSULTANT be unable to reach agreement on a Facilitator, either party may request a Circuit Judge Dane Co., WI to appoint said Facilitator. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, one (1) face-to-face meeting shall be held within the sixty (60) day period beginning on the date of the Facilitator's engagement.

Following the meeting, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended or otherwise unsuccessful in the resolution of said Dispute, the Dispute shall be resolved by binding arbitration upon the request of either party or in the alternative, by judicial adjudication, solely at the option of JT.

**6.1.3 Arbitration** If the dispute is arbitrated, (a) the arbitration shall be decided in accordance with the current construction Industry Arbitration Rules of the American Arbitration Association; (b) the demand for arbitration may not be made more than one (1) year after the date on which the claim in dispute arose; and (c) the arbitration proceeding may not include, by consolidation or otherwise, any third person absent the consent of JT. Any decision rendered by the arbitrator(s) shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

## **Section VII – SUSPENSION OF WORK**

### **7.1 Convenience of the CITY**

The CITY may order CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANTS services for such period of time as the CITY may determine to be appropriate for the convenience of the CITY.

### **7.2 Adjustment in Schedule**

If the performance of all or any part of the CONSULTANTS services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CITY, an appropriate extension of time shall be made for any such delay in the performance of this Contract necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

## **Section VIII – TERMINATION OF CONTRACT**

### **8.1 Written Notice**

It is expressly understood and agreed that the CITY may terminate this Contract at any time by giving the CONSULTANT 10 days written notice in writing either personally at one of the offices of the CONSULTANT or sent by registered mail, return receipt requested, to the principal office of the CONSULTANT. The CONSULTANT may terminate this Contract upon 30 days written notice in the event of nonpayment by the CITY of CONSULTANTS' invoices rendered for a period of 60 days or in the event the CITY otherwise substantially fails to fulfill its obligations under this Contract.

### **8.2 Adjustment for Services Performed**

In the event that this Contract is terminated by either the CITY or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for the CONSULTANTS actual time spent on the work.

## **Section IX – INSURANCE**

### **9.1 Coverage**

Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Contract at its own expense the insurance with insurance companies licensed in the State where the project is located.

### **9.2 Minimum Coverage**

The minimum required coverage is the following:

**9.2.1 Worker's Compensation and Employer's Liability** Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State of Wisconsin.

**9.2.2 General Liability** Commercial general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability on an occurrence basis as set forth below:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000

**9.2.3 Professional Liability** Liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

## **Section X – GENERAL PROVISIONS**

### **10.1 Independent**

CONSULTANT represents that it is an independent contractor and is not an employee of the CITY.

### **10.2 Indemnification**

CITY hereby agrees to indemnify, pay for defense, and hold JT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of the CITY, its employees, agents and third parties who perform any of the services of CITY hereunder, and anyone else for whose acts as the CITY is responsible under this contract.

### **10.3 Interpretation**

Interpretation and enforcement of this Contract shall be in accordance with the laws of the State of Wisconsin.

### **10.4 Notices**

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Contract. An address may only be changed by written notice.

### **10.5 Applicable Law**

If applicable to this Contract, CONSULTANT will comply with the requirements of:

**10.5.1** The Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended.

**10.5.2** Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

**10.5.3** All other federal, state and local laws and regulations or orders issued under such laws.

### **10.6 Entire Agreement**

This Contract, including any schedules, attachments and referenced documents, is the entire agreement between the CITY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the CITY and CONSULTANT.

### **10.7 Execution Authority**

This Contract is a valid and authorized undertaking of the CITY and CONSULTANT. The representatives of the CITY and CONSULTANT who have signed below have been authorized to do so. IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year shown on the cover page.

**JT Engineering, Inc.**  
6325 Odana Road, Suite 2  
Madison, WI 53719

**City of Verona**  
410 Investment Ct.  
Verona, WI 53593

By: \_\_\_\_\_  
Doug Sina, PE  
Vice President

By: \_\_\_\_\_  
Luke Diaz, Mayor

Date: \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Ellen Clark, City Clerk

Date \_\_\_\_\_

WORK ORDER FOR ENGINEERING SERVICES

CITY OF VERONA UTILITY COORDINATION

CLIENT: CITY OF VERONA

CONTRACT AGREEMENT DATED: July \_\_\_\_, 2019

WORK ORDER NUMBER: #190001

**SCOPE OF SERVICES**

GENERAL – This is an agreement for utility coordination services.

For the utility coordination, the scope is as follows:

- Coordinate with utility companies and/or their contractors and the City of Verona staff to provide inspection services for work related to City owned facilities within the right-of-way.
- Inspection will be as needed or directed by the City to verify that the utility construction complies with the Street Opening Permit and City of Verona specifications.
- Assist the City of Verona in review of utility plans and specifications as they pertain to issuing and enforcing Street Opening Permits.

**COMPENSATION**

For all Basic Services, the CITY agrees to compensate CONSULTANT as follows:

Specific hourly rates, including equipment needed to complete the work, to be used for hours in which the CONSULTANT’S employees are directly engaged in performing the work or services required by this contract:

Employee Classification	Hourly Rate <sup>(1)</sup>
Engineer I	\$79.00
Engineer II/Surveyor I	\$100.00
Project Manager	\$105.00

<sup>(1)</sup> All rates are effective until September 30, 2020

The following non-labor direct costs will be reimbursed based on the CONSULTANT’S actual cost:

Item Description	Unit	Unit Cost <sup>(2)</sup>
Mileage – Personal Vehicle	Mile	\$0.58

<sup>(2)</sup> Actual cost to be determined by reimbursement rates published by the General Services Administration

Compensation for all services provided by the CONSULTANT under the terms of this Work Order shall not exceed \$15,000.00.

**SCHEDULE**

Services will begin upon execution of the Work Order, which is anticipated on July \_\_\_\_, 2019. Services will continue until compensation limit is reached or the contract is terminated.

**WORK ORDER AUTHORIZATION AND ACCEPTANCE:**

CITY OF VERONA

JT ENGINEERING, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date