

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

MONDAY, JANUARY 22, 2023

6:00 P.M.

VERONA CITY CENTER, ROOM D122

111 LINCOLN STREET

VERONA, WI 53593

Agenda Items

1. Call to order.
2. Roll call.
3. Public Comment.
4. Approval of the minutes: December 11, 2023.
5. Discussion and Possible Action: Stormwater Services Agreement (AECOM).
6. Staff Report:
7. Adjourn.

Evan Touchett
Chairperson

Notice is hereby given that a quorum of the members of the City Council or other standing committees of the City Council may be present at the meeting of the Public Works, Sewer & Water Committee to gather information about a subject over which they have decision-making responsibility. The City Council and any other standing committees will not take formal action at this meeting.

POSTED: Verona City Hall
 Verona Library
 Miller's Market

ALL AGENDAS ARE POSTED ON THE CITY'S WEBSITE AT 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.

Public Works/Sewer & Water Committee

Listed below is an explanation of the items on the Public Works/Sewer & Water Committee agenda.

Item (5) Stormwater Services (AECOM)

AECOM has been continuously assisting the City of Verona with a variety of stormwater services in conjunction with the Cities annual MS4 Permit. Services include:

- Public education, outreach & involvement
- Illicit discharge detection & elimination
- Construction site pollutant control
- Stormwater management ordinance compliance
- Public and private stormwater facility inspections
- Pollution prevention at public facilities
- Storm sewer system map updates
- MS4 annual report
- Verona design manual updates

The included agreement is for the continuation of the services referenced above for 2024.

Recommended Motion: Recommend to Common Council authorization of the 2024 Stormwater Services Agreement with AECOM, for a cost not to exceed \$80,595.

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

MONDAY, December 11, 2023

5:15 P.M.

VERONA CITY CENTER, COUNCIL CHAMBERS

111 LINCOLN STREET

VERONA, WI 53593

Agenda Items

1. Call to order: Meeting called to order by E. Touchett at 5:15pm.
2. Roll call: Evan Touchett, Beth Tucker Long. Also present: Adam Waszak, Interim Director of Public Works, Michael Trotter, Assistant Director of Public Works, Dave Dresser, Police Chief, Carla Fischer, AECOM, Tyler Tkachuk, AECOM.
3. Public Comment.

Jane A, resident of Enterprise Condos voiced concerns regarding the intersection of Llanos Street and Enterprise Drive. Jane stated controlling the intersection with a 3-way stop makes the most financial sense, and appears to highest rated option analyzed in the traffic study.
4. Approval of the minutes: November 13, 2023.

Moved by E. Touchett and seconded by B. Tucker Long to approve. Motion carried 2-0.
5. Discussion and Possible Action: Traffic Signal Operations Services Agreement (AECOM).

E. Touchett questioned if the equipment being installed has a software component, and if there is annual dues or subscriptions. T. Tkachuk indicated that the purchase included a 10 year subscription, paid for by a third party.

Moved by E. Touchett and seconded by B. Tucker Long to recommend approval of the Traffic Signal Operations Agreement with AECOM for 5 years, commencing on December 12th, 2023 for a cost not to exceed \$400,000. Motion carried 2-0.
6. Discussion and Possible Action: Award Project #2022-109, North Pump Station and Electrical System Update.

Moved by E. Touchett and seconded by B. Tucker Long to award project #2022-109, North Pump Station and Electrical System Upgrades to Rohde Brother, Inc for a cost not to exceed \$581,100. Motion carried 2-0.

7. Discussion and Possible Action: Enterprise Drive & Llanos Street Road Improvements.

T. Tkachuk walked through the traffic analysis completed on the intersection of Llanos St and Enterprise Dr. An ordinance was previously approved by the Public Safety Committee to install a 3-way stop at this intersection, but the stop signs were not installed.

B. Tucker Long inquired on if the location of the stop sign for the Northbound lane could be shifted further S. to create more space between the stop bar location and the adjacent driveway. T. Tkachuk indicated the sign could be potential shifted a bit, based upon sightlines.

E. Touchett recommended starting by controlling the intersection with signage, and to work with Public Safety and the surrounding property owners to monitor the area for reductions in speeding. If speeding is not reduced other physical improvements to the roadway should be further explored.

Moved by E. Touchett and seconded by B. Tucker Long to direct staff to install stop signs at the intersection of Enterprise Dr and Llanos St, and to revisit the discussion after April 1st, 2025. Motion carried 2-0.

8. Staff Report: None.

9. Adjourn:

Motion to adjourn at 5:48pm by E. Touchett and seconded by B. Tucker Long. Motion carried 2-0.

Evan Touchett
Chairperson

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DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this January 22, 2024, is by and between City of Verona, a Wisconsin Municipality, (“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:

111 Lincoln Street
Verona, WI 53593
Attn: Adam Waszak, Public Works Director

TO AECOM:

1350 Deming Way, Suite 100
Middleton, WI 53562
Attn: Rick Eilertson, 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 all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

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 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 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 or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including “acts of God,” abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party’s performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM’s performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

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

None

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.

AECOM Technical Services, Inc.

CLIENT: City of Verona



Signature

Tom Wright

Printed Name

Associate Vice President

Printed Title

January 17, 2024

Date

Address

1350 Deming Way, Suite 100
Middleton, WI 53562

Signature

Luke Diaz

Printed Name

Mayor

Printed Title

Date

Signature

Printed Name

City Clerk

Printed Title

Date

Address

111 Lincoln Street
Verona, WI 53593

)

(End of page)

EXHIBIT A

SERVICES

Services:

AECOM shall provide 2024 Stormwater Services to the City of Verona in accordance with the City's effective WPDES Municipal Separate Storm Sewer System (MS4) Permit.

The SERVICES to be provided for the PROJECT are as follows:

Task 1: Public Education and Outreach

- 1.1. AECOM will attend four (4) Madison Area Municipal Stormwater Partnership (MAMSWaP) group quarterly meetings and prepare a summary of the meetings for the City of Verona (City). Quarterly meetings may be cancelled if there is a lack of agenda items.
- 1.2. Prepare and present four (4) information and education presentations annually to the public regarding stormwater and / or water resources elements specific to the City.
 - 1.2.1. Presentations shall be presented in the evening hours.
 - 1.2.2. City staff has previous presentations that can be used as a guide, but new topics are to be developed, as necessary.
- 1.3. AECOM to prepare notification as necessary; mailing, web-site insertion, and/or announcement at other meeting. City staff can assist with the mailing.

Task 2: Public Involvement and Participation

- 2.1. AECOM to present to the public on the MS4 annual report or other stormwater information as required in the MS4 permit.
- 2.2. Assist the City with organizing an annual public participation volunteer activity per the MS4 permit such as: storm drain stenciling, community rain garden planting, clean up event, or stream monitoring.

Task 3: Illicit Discharge Detection and Elimination

- 3.1. Conduct the illicit discharge/dry weather monitoring field inspection work described in the City's Illicit Discharge Detection and Elimination (IDDE) Program in compliance with the stormwater permit. Dry weather monitoring is planned to take place at eight (8) outfalls, with results documented in one technical memorandum and provided to the City. The technical memorandum will include a narrative description of visual observations including color, odor, turbidity, oil sheen or surface scum, flow rate and any other relevant observations regarding the potential presence of non-storm water discharges or illicit dumping. If active flow is observed, AECOM will notify City staff and offer to collect and deliver a grab sample to the Public Health Madison-Dane County laboratory or test in-house via Illicit Discharge Test Kits municipally available for check-out through Ripple Effects for analysis of the presence of illicit non-storm water parameters.
- 3.2. AECOM will provide one Technical Memorandum to the City before December 31st, 2024.

- 3.3. Review the Major/Minor Outfall Exhibit and add or remove outfalls based on new construction over the past year.

Task 4: Stormwater Permit: Construction Site Pollutant Control

- 4.1. Update City of Verona's Title 15, Chapter 2 – Construction Site Erosion and Stormwater Runoff Control ordinance to comply with the pending revisions from Dane County's Chapter 14 Erosion Control and Stormwater Management ordinance and Chapter 50 Illicit Discharge ordinance. Erosion Control related updates will be included within this task.
- 4.2. Coordinate with Dane County staff and City of Verona staff to review the revisions to the City of Verona's Title 15, Chapter 2 - Construction Site Erosion and Stormwater Runoff Control ordinance to verify compliance prior to routing them through committees and Common Council for approval.

Task 5: Stormwater Permit: Post-Construction SW Management

- 5.0.1. Update City of Verona's Title 15, Chapter 2 – Construction Site Erosion and Stormwater Runoff Control ordinance to comply with the pending revisions from Dane County's Chapter 14 Erosion Control and Stormwater Management ordinance and Chapter 50 Illicit Discharge ordinance. Stormwater Management related updates will be included within this task.
- 5.0.2. Coordinate with Dane County staff and City of Verona staff to review the revisions to the City of Verona's Title 15, Chapter 2 – Construction Site Erosion and Stormwater Runoff Control ordinance to verify compliance prior to routing them through committees and Common Council for approval.

5.1. Stormwater Best Management Inspections (Public)

- 5.1.1. Field inspect and document City of Verona publicly owned stormwater management best management practices per applicable guidance documents and City standards. As of December 2023, the City has 75 public stormwater facilities to be inspected, including catch basins.
 - 5.1.1.1. Field inspect facilities once annually prior to spring rains but after snow melt.
 - 5.1.1.2. Inspection report will be completed in PermiTrack.
 - 5.1.1.3. Take photos of facilities, using background features to illustrate location and orientation at the BMP (i.e. Building, outlet structure, inlet pipes, etc.). Photos will be uploaded to PermiTrack.
 - 5.1.1.4. Prepare a summary of any critical maintenance to be performed and send to City staff.

5.2. Stormwater Best Management Facility Inspections (Private)

- 5.2.1. Input any new privately owned stormwater best management practices into PermiTrack (62 were input in 2023).
- 5.2.2. Field inspect and document the remaining sixty (60) privately owned stormwater management best management facilities per maintenance agreements documents and City standards.
- 5.2.3. Coordinate with property owners to obtain past available maintenance records. City to provide owner contact information.

- 5.2.4. Prepare follow-up documentation with property owner for any maintenance items to be addressed by 2024 annual inspection.
- 5.2.5. Coordinate with City staff and send records obtained from property owners.
- 5.2.6. Prepare a summary of any critical maintenance to be performed and send to City staff.

Task 6: Stormwater Permit: Pollution Prevention

- 6.1. AECOM will update the Stormwater Pollution Prevention Plan for the Public Works, Parks, and Fire Department.
 - 6.1.1. AECOM will perform an annual inspection at each facility and assist with quarterly inspection training and documentation.
- 6.2. AECOM will assist the City in identifying municipally controlled properties (such as parks, athletic fields, and golf courses) that require a nutrient management plan in accordance with the DNR's technical standard and fact sheet for turf nutrient management.
- 6.3. AECOM will work with the City to present an annual stormwater and Pollution Prevention training for appropriate municipal staff.
 - 6.3.1. Documentation of the date, attendees, and content will be recorded and distributed to the DNR with the annual report.

Task 8: Stormwater Permit: Storm Sewer System Map

- 8.1. AECOM will update the Storm Sewer System Map with data and information described within the MS4 permit and distribute to the City of Madison.

Task 9: Stormwater MS4 Annual Report

- 9.1. Prepare and submit annual Municipal Separate Storm Sewer System (MS4) report per Wisconsin Department of Natural Resources requirements. City staff will provide supporting information needed from operations elements.

Task 10: City of Verona Design Manual

- 10.1. Prepare design manual for use on projects proposed within the City of Verona. Existing City, County, and State documents, ordinances, and standards will be used to formulate the design manual. Additionally, other communities' design manuals will be reviewed and used as a template where possible. Up to 60 hours are budgeted for this task.

Assumptions Related to Contract Scope and Budget

- 1. The City shall furnish AECOM all available maps, parcel graphical and tabular data, and other relevant stormwater management data, all of which AECOM may rely upon without independent verification in performing the Scope of Work. It is also assumed that the above information will be provided at no cost to the project. Data files will be provided digitally to AECOM via FTP or paper copy format (if a digital format is not available).
- 2. It is assumed that current stormwater conveyance system drawings and stormwater management plans are accurate and reliable. Field verification of the data is not included in the Scope of Work.

3. There has been no provision made in this scope for environmental assessments, environmental testing, or environmental remediation and this work is not included as part of this project. Should environmental testing or remediation be required, AECOM would negotiate a fee for the specific tasks required.
4. The City will contract directly with PermiTrack.
5. Training of new or additional City staff can be negotiated and provided upon request. A scope and/or fee amendment may be required.

Schedule:

AECOM shall provide engineering services from the start date until project completion prior to December 31, 2024.

Interim deliverables include:

1. Illicit Discharge/Dry Weather Monitoring will be conducted before November 30, 2024.

Deliverables:

Task 1: Four (4) MAMSWaP meeting summaries (PDF format)
Task 1: Four (4) Information and Education (I&E) Presentations and Announcements (PPT and PDF formats)
Task 3: One (1) IDDE memorandum (PDF format)
Task 4 & 5: Updated Construction Site Erosion and Stormwater Runoff Control Ordinance – Draft and Final (PDF format)
Task 5: Seventy-five (75) <u>public</u> BMP inspection reports, including any critical maintenance needs and photos. These will be prepared through PermiTrack.
Task 5: Sixty (60) <u>private</u> BMP inspection reports, including any critical maintenance needs and photos. These will be prepared through PermiTrack.
Task 6: Updated Stormwater Pollution Prevention Plan (SWPPP) and Annual Inspection (PDF Format)
Task 6: Annual Stormwater and Pollution Prevention Training to be delivered either in-person or virtually. (PPT and PDF formats)
Task 8: Updated Storm Sewer System Map (PDF format)
Task 9: Stormwater Annual Report (PDF format, to be submitted through WAMS)
Task 10: Design manual (PDF format).

AECOM Project Manager

Name	Rick Eilertson
Title	Project Manager
Address	1350 Deming Way, Suite 100, Middleton, WI 53562
Phone Number	608-402-5862
Email Address	Rick.Eilertson@aecom.com

Client Project Manager

Name	Adam Waszak
Title	Director of Public Works
Address	410 Investment Court, Verona, WI 53593
Phone Number	608-848-6809
Email Address	Adam.Waszak@ci.verona.wi.us

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EXHIBIT B

COMPENSATION AND PAYMENT

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

Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Choose one of the following types of compensation by marking the applicable "[]":

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 80,595). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Other: *Insert other type of compensation if that type is not listed above. Any additional types of compensation require Contract Reviewer/Analyst's approval.*

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

2.1 **HOURLY LABOR RATE SCHEDULE**

INTENTIONALLY OMITTED	\$
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2.2 **OTHER HOURLY LABOR RATE CATAGORIES** 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 .

1. **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

(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:

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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]