

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

MONDAY, September 11, 2023

5:15 P.M.

VERONA CITY CENTER, ROOM D122

111 LINCOLN STREET

VERONA, WI 53593

Agenda Items

1. Call to order.
2. Roll call.
3. Approval of the minutes: N/A
4. Discussion and Possible Action: Engineering Services Agreement; West Verona Ave – Legion St Intersection Improvements.
5. Discussion: 2024 Project Updates
 - a. Eastview Reconstruction
 - b. Sewer Trail Phase 2
 - c. Legion-West Verona Ave Intersection
 - d. Mark Dr Reconstruction (Design)
 - e. Well 6
 - f. Well 4 Rehab
6. Staff Report:
7. Adjourn.

Evan Touchett
Chairperson

Notice is hereby given that a majority 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.

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.

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this _____, 2023, 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

a. 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,
Verona, WI 53593
Attn: Adam Waszak

TO AECOM:

1350 Deming Way, Suite 100
Middleton, WI 53562
Attn: Tyler Tkachuk, P.E., 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, civil unrest, 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

<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.

AECOM Technical Services, Inc.

CLIENT: City of Veorna



Signature

Signature

Michael Preboske, P.E.

Luke Diaz

Printed Name

Printed Name

Department Manager

Mayor

Printed Title

Printed Title

August 22, 2023

Date

Date

Address

1350 Deming Way, Suite 100
Middleton, WI 53562

Address

111 Lincoln Street
Verona, WI 53593

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EXHIBIT A

SERVICES

Services:

AECOM shall perform the engineering services along West Verona Avenue at the intersections of Legion Street and Rita Avenue. This work will include the design for the installation of a traffic signal and additional turn lanes at the Legion Street intersection.

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

A. Survey

1. Survey is required as part of this contract. Topographic survey will be provided by AECOM.
2. AECOM is to provide the following survey data:
 - a. Collect and process survey data to create a digital terrain model of the project area. The survey shall include pavements, buildings, trees, contour breaks, ditch lines, fences, above and below ground utilities, wetlands, property and section corners; to prepare a one-foot contour interval topographic map of the roadway corridors.
 - b. Full width of the westbound pavement section, crowns, and super elevation transitions shall be collected at 25-ft intervals.
 - c. Cross section data collection not on pavement shall be at 50-ft intervals.
 - d. Utility mapping will be verified with private utilities; including but not limited to American Transmission Company, MG&E, TDS, Charter, and Alliant Energy.
 - e. The survey limits at the project intersection:
 - i. W Verona Ave (from 500 feet west of Legion Street to 500 feet east of Legion Street)
 - ii. Legion Street (300 feet south of W Verona Ave)
 - iii. Rita Street (300 feet north of W Verona Ave)
 - f. The survey CADD files will be provided in four (4) separate CADD files including:
 - i. Digital Terrain Model (DTM) – Showing the surface
 - ii. Topographic Shots – Showing all line work
 - iii. Existing Right-of-Way file
 - g. Survey will be based on Wisconsin coordinate system coordinates (WISCRS), Dane County, NAD83 (2011), in U.S. survey feet.
 - h. Vertical datum shall be NAVD88 (2012).
 - i. CADD files shall follow WisDOT format.

B. Traffic Signal

1. Prepare traffic signal plans at West Verona Avenue & Legion Street intersection.
 - i. Traffic signal plan
 - ii. Sequence of Operations sheet
 - iii. Cable routing sheet
 - iv. Traffic signal details
 - v. Miscellaneous Quantities
2. Create Synchro traffic models for the intersection. Prepare models for three timing periods, anticipated to be AM peak, PM peak, and Off-peak for the permanent signal.
3. Complete traffic signal design per Manual on Uniform Traffic Control Devices (MUTCD) and WisDOT Traffic Signal Design Manual (TSDM) requirements.
4. Prepare quantity take off and cost estimates of the traffic signal improvements for the modifications at the intersection.
5. Coordinate with the City of Madison Traffic Engineering Department.
6. Design intersection lighting for the intersection in accordance with IESNA RP-8, AASHTO, and WisDOT Traffic Engineering, Operations and Safety Manual (TEOpS).

C. Roadway Design:

1. Prepare roadway plans for intersection improvements along West Verona Avenue at the Legion Street and Rita Avenue intersections.
 - i. W Verona Ave (from 500 feet west of Legion Street to 500 feet east of Legion Street)
 - ii. Legion Street (300 feet south of W Verona Ave)
 - iii. Rita Street (300 feet north of W Verona Ave)
2. Prepare roadway plans as follows:
 - a. West Verona Avenue eastbound approach: one left turn lane and one shared through/right turn lane.
 - b. West Verona Avenue westbound approach: one left turn lane and one shared through/right lane.
 - c. Legion Street northbound approach: one shared left/through turn lane and one right turn lane.
 - d. Convert Rita Avenue to right in/right out access with a raised median along West Verona Avenue. Eliminate the existing access off Rita Avenue closest to West Verona Avenue that serves the parcel in the northwest quadrant of the West Verona Avenue and Rita Avenue intersection.
 - e. Provide a shared access for the two parcels along the north side of West Verona Avenue across from Legion Street.
3. Prepare quantity take off and cost estimates of the proposed roadway improvements at 60%, 90%, and final design stages.
4. Prepare staged construction plans. It is assumed that Legion Street and Rita Avenue will be closed during construction.
5. Design roadway improvement modifications to accommodate additional lanes and intersection improvements. Design will include typical sections, roadway modeling, intersection improvements including curb ramps and sidewalks, construction staging, signing, pavement marking, erosion control, and drainage modifications.
6. A pavement design will be developed for this project.
7. Prepare a Transportation Project Plat (TPP) for use in acquiring the lands require for project development, including:
 - a. Develop new right of way and easements
 - b. Calculate the area of the new right of way and easements

D. Drainage Design:

1. Prepare storm sewer plans and profiles for relocated north leg of Legion Street and the West Verona Avenue & Legion Street intersection.
2. Review water quality standards with City staff and determine a direction for meeting these standards.
3. Prepare quantity take off and cost estimates for the proposed drainage and municipal utility adjustments at 60%, 90%, and final design stages.
4. Prepare a Wisconsin Department of Natural Resources (WDNR) Notice of Intent (NOI) permit application.
5. Prepare a City of Verona Erosion Control permit application.
6. Prepare a City of Verona Stormwater Management permit application.

E. Plans, Specifications, & Estimate

1. Develop plans adhering to WisDOT and City of Verona standards. Anticipated plan sheets include:
 - a. Title
 - b. General Notes
 - c. Project Overview
 - d. Typical Sections

- e. Construction Details & WisDOT SDD's
- f. Intersection Details
- g. Removal Details
- h. Plan Details
- i. Curb Ramp Details
- j. Erosion Control Plans, Details, and Notes
- k. Storm Sewer Plan
- l. Permanent Signing & Pavement Marking
- m. Traffic Signal Plan
- n. Traffic Signal Phasing
- o. Cable Routing Chart
- p. Advanced Warning Signing
- q. Traffic Control
- r. Staged Construction
- s. Alignment
- t. Right-of-Way Plat
- u. Plan and Profile
- v. Special Sign Details
- w. Earthwork Quantities
- x. Cross Sections

2. Develop special provisions based on the City of Verona standards.
3. Develop estimates using City of Verona standard items and necessary WisDOT items.
4. Prepare project manual and bid documents for construction of the improvements. Project manual should incorporate the City's standard specifications and standard detail drawings where appropriate.
5. Prepare technical specifications as necessary for project; i.e. specifications not covered by the City of Verona standard specifications. WisDOT specifications will be used where appropriate.
6. Prepare CADD files for use by contractor
7. Prepare 30% plans, 60% plans with estimate, 90% plans with estimate and project manual, and final plans with estimate and project manual.

F. Meetings and Project Management

1. Attend up to ten (10) (in person or virtual) meetings with the City of Verona. The meetings will include up to three AECOM employees present. AECOM shall perform other project management and administrative tasks as needed to execute and complete the project.
2. Meet with applicable utility companies. Up to three (3) AECOM employees will attend one time.

G. Agency Coordination / Public Involvement / Utility Coordination

1. Public Involvement
 - a. Hold one (1) public involvement meeting. Up to two (2) AECOM employees will attend one time.
 - i. Up to one public involvement letter mailing with graphics will be required and will be sent out prior to the public involvement meeting.

H. Transportation Project Plats

1. Prepare the transportation project plat for the PROJECT in accordance with Wisconsin Statute 84.095, WisDOT Guide to Utility Coordination and the MANUALS. R/W and/or TLE is anticipated for the north leg of the West Verona Avenue/Legion Street/Rita Avenue intersection.
 - a. Prepare each transportation project plat sheet showing coordinates on all section corners and on all main line and side road survey line/reference line PI's.
 - b. All coordinate information will be referenced to Wisconsin Coordinate Reference System coordinates (WISCRS), Dane County, NAD 1983 (2011), In U.S. survey feet.
 - c. Provide the CITY an electronic CSV file with unique point ID's of all right-of-way points, PI's and section corners on the project.

- d. Provide the CITY with an electronic report describing all elements within all alignments and an electronic XML file, for each alignment.
 - e. Show all newly monumented right-of-way points and reestablished right-of-way points with the size and kind noted (ex. 1" I.P.) in accordance with the MANUALS.
 - f. Show all recovered monuments with the size and kind noted in accordance with the MANUALS.
 - g. Note on the plat existing access control or access covenants from previous CITY projects, CSM's or subdivisions.
 - h. Note on the plat existing property lines along with CSM's, subdivisions, assessor plats, county plats, and condominium plats, plats of survey and other surveys of record.
 - i. Assign a note or table to every transportation project plat to include the historical basis for dimensioning the existing highway right-of-way; include intersecting roads.
 - j. Show the bearing and distance along the section line to the adjacent quarter corner or section corner whenever the mainline reference line and the right-of-way lines cross a section line. Note on the plat the type and coordinates of the section corner.
 - k. Provide the CITY with a Cogo Printout of the exterior boundaries of the right-of-way, which specifies closure of the traverse.
 - l. Submit a final full size, 22" x 34" pdf, unless otherwise specified by the county, in accordance with the MANUALS upon final approval of the CITY.
 - m. Submit the plat PROJECT DOCUMENTS in accordance with the MANUALS upon receiving final approval from the CITY.
1. Title Searches/Updates
 - a. CLIENT to provide Title searches. It is estimated that up to four (4) title searches are required.
 3. Provide right-of-way descriptions for up to 4 (four) individual parcels of land and interests to be acquired as right-of-way for the PROJECT. Write descriptions in accordance with Wisconsin Statute 84.095 (7) and the MANUALS.
 4. Prepare the descriptions using Microsoft Word 2007 or software compatible with the CITY, and provide a copy of the descriptions, excluding the recording information, in an electronic format to the CITY. Contact the CITY'S real estate unit for current formatting instructions prior to writing any descriptions.
 5. Provide, upon request, two survey efforts to field locate and temporarily mark the new right-of-way boundaries including all temporary and permanent easements in a manner which will facilitate the appraisal of all affected parcels and relocation of affected utilities. Staking activities shall be coordinated with the CITY'S real estate section to provide at least two weeks lead time for the CITY to notify property owners.
 6. Monument the new and reestablished right-of-way points, as depicted on the transportation project plat, prior to construction. Submit to the CITY an as-staked document after right-of-way staking is complete.
 7. Be responsible for all revisions to the transportation project plat and right-of-way descriptions, until the transportation project plat is recorded with the County Register of Deeds Office, unless specifically excluded by the CONTRACT. All amendments or revisions to the recorded transportation project plat shall be made in accordance with Wisconsin Statute 84.095, and the transportation project plat guidelines.
 8. Submit the transportation project plat to the CITY for review and approval. The CITY will be responsible for the recording of all transportation project plats.

I. Bidding

1. Upload bidding document to Quest
 - a. Bid to be an electronic bid through Quest
2. Prepare up to two (2) Addendums
3. Administer the bid opening
4. Prepare bid tally of the received bids
5. Prepare a letter of recommendation to award the contract to contractor.

J. Permit Applications

1. Prepare and submit the following permit applications:
 - a. Wisconsin Department of Natural Resources NOI permit application.
 - b. City of Verona erosion control permit application.
 - c. City of Verona stormwater management permit application.

Schedule:

The plans, specifications, and construction estimate will be completed as shown below assuming the project is initiated the week of August 28, 2023.

1. Field Survey (Provided by AECOM)	September 29, 2023
2. 30% Plans	January 1, 2024
3. 60% Plans, Estimate	April 1, 2024
4. Recorded Plat	May 1, 2024
5. Right-of-Way Acquisition Completed (By others)	January 1, 2025
6. 90% Plans, Estimate, Project Manual, Permit Applications	September 20, 2024
7. Final PS&E/Project Manual	November 15, 2024
8. Bid Date	February 7, 2025

Deliverables:

Prepare up to five (5) submittals for this project:

1. 30% plans
2. Preliminary plans will consist of 60% plans and 60% quantity take off and cost estimate.
3. Pre-Final PS&E will consist of 90% plans, 90% quantity take off and cost estimate, and 90% project manual.
4. Final PS&E/Project manual will consist of final plans, final quantity take off and cost estimate, and complete project manual.
5. CADD files/Contractor Data Packet
6. WDNR NOI and City of Verona Permit Applications

Assumptions:

1. This agreement does not include fees associated with permit applications to state agencies. CLIENT agrees to pay these fees directly to the permitting agency at the time the actual fee amount is determined.
2. CLIENT to provide as-built plans along West Verona Avenue, Legion Street, and Rita Avenue within project area.
3. R/W and/or TLE is anticipated for the north leg of the West Verona Avenue/Legion Street/Rita Avenue intersection.
4. Geotechnical investigation and reporting shall be performed by CLIENT.
5. No Hazardous Materials impacts are anticipated. If any Hazardous Materials are discovered, it will be considered extra work.
6. No archeological impacts are anticipated. If any archeological impacts are discovered, it will be considered extra work.
7. Infiltration is exempt as per City of Verona Ordinance Sec. 15-2-3(3)(f).
8. Peak Rate Control is exempt as per Dane County Ordinance Sec. 14.08(3).
9. There will be no relocation of sanitary mains or water mains, therefore no WDNR water/sanitary sewer permits will be anticipated.
10. Public utilities as-builts will be provided.
11. All existing private utilities underground will be relocated by others to avoid the location of the new north leg of the West Verona Avenue/Legion Street/Rita Avenue intersection. This project does not include any utility design (e.g. gas) except for electrical for intersection lighting and signals.
12. Property acquisition and negotiations will be handled by CLIENT.
13. Title searches completed by CLIENT.
14. No design reports or environmental reports are required for this project.

- 15. No wetlands will be impacted by project. If any wetlands are discovered to be impacted, it will be considered extra work.
- 16. Traffic signal equipment will be ordered after 90% plans due to long lead times.

AECOM Project Manager

Name	Tyler Tkachuk, P.E.
Title	Project Manager
Address	1350 Deming Way, Suite 100, Middleton, WI 53562
Phone Number	608-828-8211
Email Address	tyler.tkachuk@aecom.com

Client Project Manager

Name	Adam Waszak
Title	Park and Urban Forestry Director/ Interim Public Works Director
Address	410 Investment Court, Verona, WI 53593-8749
Phone Number	608-848-6809
Email Address	adam.waszak@ci.verona.wi.us

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EXHIBIT B

COMPENSATION AND PAYMENT

1 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.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ 231,759.00). 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:

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 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 plus ten percent (10%) to cover related administrative costs.

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

(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:

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

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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]