

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

MONDAY, SEPTEMBER 27, 2021

5:00 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 of the August 30, 2021 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding Ordinance No. 21-988 Fire Hydrants.
5. Discussion and action regarding professional services agreement with JT Engineering for construction engineering / inspection services at the Woods at Cathedral Point Phase 3 project.
6. Discussion regarding 5-year Capital Improvement Program for 2022 budget.
7. Discussion and action regarding Project ID 2018-108 Eastside Interceptor Gravity Sanitary Sewer Replacement.
8. 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.

CITY OF VERONA

MINUTES

PUBLIC WORKS/SEWER & WATER COMMITTEE

MONDAY, AUGUST 30, 2021

1. The meeting was called to order by Mr. Touchett at 5:08pm.
2. Roll Call: Present: Evan Touchett, Chad Kemp. Also present: Theran Jacobson, Director of Public Works; Brian Peterson, Street Superintendent; Joe Spair, Pellitteri; Daniel Pellitteri, Pellitteri; Mike Schoenleber, Waste Management; Jim Leszcynski, LRS; Susan Malmanger, LRS.
3. MOVED by Touchett, seconded by Kemp, to approve the minutes of the July 26, 2021 meeting of the Public Works/Sewer and Water Committee. Motion carried 2-0.
4. DISCUSSION regarding refuse and recycling contract.

Jacobson opened the discussions with the following:

1. Waste Management is current under contract through 2021. Waste Management has been the refuse and recycling contractor for at least 10-years under the current contract.
2. Past discussion with the committee [May 10, 2021] resulted in no proposed changes to the scope of services for what is to be included for collection under the future contract.

Jacobson noted that City staff distributed a request for services on July 9th, 2021 with a response deadline of July 28th, 2021. City staff received three (3) responses to the request for services. The responses were from the following contractors:

1. Waste Management (WM)
2. Pellitteri Waste Systems (Pellitteri)
3. Badgerland Disposal an LRS Company (LRS)

Jacobson reviewed the schedule:

~~7/28/2021— Quotes back from contractors~~

~~8/3/2021— Staff review quotes from contractors~~

~~8/30/2021— Meeting with PW S&W Committee~~

9/tbd/2021 – Meeting with PW S&W Committee as necessary

10/11/2021 – Finalize contract with Contractor

10/11 or 10/25/2021 – PW S&W Committee to recommend council to approve contract

City staff [Theran Jacobson, Kimberly Marshall, Dave Walker, and Mari Freber] reviewed the responses from each contractor and Brian Peterson contacted references for Pellitteri and Badgerland Disposal an LRS Company.

Jacobson provided a summary of the responses that pertain to the following:

	Topic	Contractor		
		WM	Pellitteri	LRS

	General Review			
1	Price responses	Y	Y	Y
2	Provided municipal contacts for management team	Y	Y	Y
3	Compressed Natural Gas (CNG)	Y	Y & N	N
4	Adjacent communities within Dane County & size	Y	Y	N
5	Wisconsin clients of similar size	Y	Y	N
6	Clients with multi-day collection (that we found)	Y	Y	N
7	Local presence	Y	Y	limited
8	Response overview	Y	Y	Y
	Scope Items			
9	Acknowledgement of scope and bulk items	Y	Y	Y
10	Detailed response of scope for through understanding	N	Y	N
11	E-waste	Y	Y	Y
	Supplemental Information Provided			
12	Detailed hauler transition plan provided	Y	Y	Y
13	Testimonials from clients	N	Y	N
	Customer Service			
14	Local call center / no teleprompts	N	Y	Y
15	Call center (local ?)	N	Y	Y
16	Customized website on contractors page	N	Y	Y*
17	Reference checks positive	N/A	Y	varies
18	Provided examples of information crafted to residents / brochures	N/A	Y	N

Y = included information in the response

N = no information included in the response

N/A = not applicable

Topics to note for above items:

6 – LRS City of Waterloo (3,300) is largest listed in Wisconsin but is one-day collection. Village of Johnson Creek (3,000) is also one-day collection.

8 – LRS response seemed to be brochure / boiler plate type response. Pellitteri seemed to research the details of the draft contract and scope by proposing or clarifying certain items.

16 & 17 – Pellitteri reference had positive feedback, LRS reference checks had negative feedback on call centers.

Pellitteri received very positive reviews for the collection management, coordination with municipal staff, and customer service center.

LRS received varying reviews with complaints of the customer service center. Collection management and coordination with municipal staff was positive but they noted a one-day service for most of their community.

Jacobson noted that no references were checked for Waste Management as they are our current provider and we know the service and staff that we are currently working with. Waste Management has provided a great service to the City of Verona for many years; there have been some hurdles and complaints on the call center. The call center is the most noted complain we receive and occurs weekly. Jacobson noted we have worked with Waste Management on this and most complaints are due to the unique scope we have for bulk collection.

Jacobson presented the price differences between the three responses and the current 2021 rate. Pellitteri and LRS proposed 2022 rate is below the current 2021 rate with Waste Management. Waste Management proposed 2022 rate was the highest of the three responses.

Jacobson noted that staff requested prices for weekly recycling which Pellitteri and LRS provided a response to along with a 10-year overall contract price option.

Kemp asked how many residents have a second recycling cart?

Jacobson responded the last check was prior to the request for services and was greater than 20 but less than 40 [*post-note: actual is 22*]. Jacobson noted that the City has over 4,000 stops. Jacobson also noted that we at Public Works do not receive many inquiries for increased recycling or additional recycling carts. Jacobson said if the requests were significant in numbers and the second recycling cart numbers were high he would have brought this up to the committee for input. Jacobson reiterated that we discussed weekly recycling at the committee level in June 2019, and at that time there were only 16 stops with an additional recycling cart. The June 2019 discussion prompted the City to request the bulk cardboard dumpsters at the Public Works drop-off site for use by residents. Jacobson acknowledges that these dumpsters are highly utilized and could be aiding in the decrease in cardboard volume curbside in the carts. Touchett noted that collapsing cardboard curbside is a user issue that takes some self-discipline but frees up significant volume in recycling carts.

Jacobson did present that we are paying for a service not a product here and noted this is not like a road engineering design project that you can delay if you are not receiving the service (and quality) anticipated and agreed upon. The refuse and recycling service is a weekly task that needs to succeed from day one.

Jacobson suggested to Touchett to open up the discussion for a question and answer session between City staff and Contractors.

Jacobson noted that Pellitteri proposed scope changes as part of their response:

1. Pellitteri proposed collection Monday through Thursday as compared to Monday and Tuesday currently.

Touchett asked Jacobson if this is an issue. Jacobson noted staff discussed and the only challenge will be more carts throughout the City in differing locations that will be more obstacles throughout the week during leaf collection and snow removal. The number of carts will be same but spread out in the City longer with less density.

Jacobson noted whatever changes occur notifications will be made to the residents.

Kemp and Touchett both noted this was not an issue.

2. Pellitteri proposed to require bed mattresses and box springs be bagged.

Q – Kemp asked are large items to be bagged?

Leszczynski responded no for LRS.

Spair responded yes for Pellitteri but that is only box springs and mattresses. Spair noted this is to reduce the spread of germs such as bed bugs or others and to aid in the health of their staff.

Touchett asked Jacobson if this is something that could be available for purchase at Public Works? Jacobson noted we would provide resources for purchase options from retail vendors and potentially purchase at Public Works.

Schoenleber responded no for Waste Management.

Q - Touchett asked on the life expectancy of the fleet vehicles?

Spair responded that their fleet is on a 5-year replacement cycle.

Leszczynski responded that their fleet is on an 8-10-year replacement cycle.

Schoenleber responded that their fleet is on a 10-year replacement cycle and will be all compressed natural gas (CNG) by fall of 2021.

Q - Kemp asked of the fuel sources of the fleet vehicles?

Spair responded that their commercial fleet is CNG that would serve the municipal buildings for the front load dumpsters but all the curb-side collection fleet is diesel.

Leszczynski responded that their fleet in Wisconsin is diesel and they have purchased CNG for the fleet in Illinois.

Schoenleber responded again WM Wisconsin fleet will be all CNG by fall of 2021 with no fuel surcharges.

Q - Touchett asked what are the fuel surcharges?

Spair responded that this is an agreed upon rate change based upon market fuel prices set by the government.

Jacobson clarified that this would be written in the contract if necessary and is a table that if the price of diesel is between X and Y there is no changes to the rate, but if the price of diesel is less than X the City gets a credit, and if the price of diesel is greater than Y the unit price per stop is increased.

Q - Kemp asked what are the intentions for green energy?

Spair responded that their commercial fleet is CNG and that they take into consideration the future benchmark of trucks and go with CNG. Spair also noted this is the ownership group decision but Pellitteri is an environmentally conscious business and is conscious of the request for green energy.

Leszczynski responded that they have purchased CNG for the fleet in Illinois and is looking to continue that trend in Wisconsin and Illinois.

Schoenleber responded again WM Wisconsin fleet will be all CNG by fall of 2021 so they are a leader in the industry for green energy.

Q - Kemp asked how do we maintain the level of service with LRS that doesn't have clients the size of Verona and with limited Wisconsin presence?

Malmanger responded that they have a client in Illinois of similar size as shown in the response on page 12 and 13 in Skokie, IL and Highland Park IL. LRS has offices in Milton, WI, Monona, WI, and Deforest, WI. The fleet to serve the area is based out of Monona. Backup fleet if necessary is located in Milton, WI. LRS also noted they have websites for their existing clients in Illinois.

Malmanger noted that LRS is still co-branding as Badgerland due to the recent acquisition.

Spair also responded that Pellitteri desires the 4-day pickup to better serve the community based upon the current size and growth Verona is experiencing.

Jacobson noted that Pellitteri serves Waunakee with a 4-day pickup which also allows for weekday pickup during weeks a holiday occurs.

Touchett noted the following:

1. Concerns with LRS call center reference checks
2. Verona is four (4) times the size vs any other community LRS services in Wisconsin
3. Pellitteri has a bigger presence and more reliability
4. Not confident LRS can provide the reliability
5. \$80,000 is a price difference between LRS and Pellitteri

Kemp noted the following:

1. More torn
2. Comfortable with a contractor you know and see
3. Understand the cost difference that Pellitteri is greater than LRS
4. Concerns with
 - a. Call center, these can be worked out
 - b. New contractor in a new area / state
 - c. Larger municipality than any other served in Wisconsin
5. Negative concerns on LRS client size, this is a plus for Pellitteri
6. Worth to pay for security with accounts of the same size and service level
7. Less headaches

Kemp and Touchett continued open discussions with the following notes:

Touchett noted that Jacobson brought up a great point about service. We are getting a service.

Touchett noted whom do we want representing our City.

Pellitteri noted two adjacent and recent contracts were awarded to Pellitteri and they were not the low price. The communities were Fitchburg and Sun Prairie. Pellitteri continued to note that they market recycling and sustainability and have resources for their clients to utilize and distribute.

Touchett noted that Pellitteri has local presence. LRS has risk and is new to the area.

Touchett again noted this contractor represents our City.

Touchett ask if City staff could cold-call LRS call center. Jacobson noted this afternoon he called LRS and acted as a Johnson Creek resident and claimed his garbage was not collected. Jacobson noted there were no issues but he went through prompts to receive a person to coordinate with.

Kemp noted he is not worried about LRS call center as that can be addressed.

Kemp stated his greatest concern is the size of communities LRS is currently serving vs Pellitteri. LRS price is warm and fuzzy but we are getting a service. Kemp noted there is a cost difference but there is a reason.

Spair noted that Pellitteri sells on years of service and investing in the company not others. Such as investing in recycling of cardboard. Others come to us and we invest in all elements by donations and community involvement.

Q- Kemp asked of what staff starting pay ranges are?

Pellitteri responded that their roll-off drivers with Class A CDL start in range of \$22 to \$23 per hour and this is the lowest pay grade position.

Leszczynski responded \$24 per hour for route collection staff.

Pellitteri noted they are a family-owned business. They have different price structures for different levels of service. They know what the service levels are and what the expectations are for the local area.

Touchett is concerned with LRS acquisitions to create a presence in Wisconsin. LRS is big, doesn't feel they are Wisconsin.

Leszczynski stated drivers are local for LRS.

Touchett asked Jacobson what is needed from the committee. Jacobson responded with a need for direction on whether additional information is required, contract negotiation, and if a future meeting is needed for a recommendation.

Kemp stated he has heard enough information.

5. MOVED by Kemp, seconded by Touchett, to recommend awarding contract to Pellitteri Waste Systems for refuse and recycling services, subject to City Attorney and City Administration review. Motion carried 2-0.

Touchett noted he was on the fence but seconded the motion because he was more comfortable with Pellitteri and their experience with servicing communities of a similar size to Verona and their positive reference checks.

6. MOVED by Touchett, seconded by Kemp adjourn at 6:43pm. Motion carried 2-0.

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

Base Cost Comparison - 5-year Contract

City of Verona - Refuse and Recycling

All quotes per stop per month

A = Weekly Refuse, Bi-weekly Recycling

B = Weekly Refuse & Recycling

Contractor: Days of Collection	A	B	A	B	A	B	A	B	A	B
	2022		2023		2024		2025		2026	
Pellitteri: M-Th	\$ 11.35	\$ 13.55	\$ 11.98	\$ 14.25	\$ 12.61	\$ 14.95	\$ 13.24	\$ 15.65	\$ 13.87	\$ 16.35
LRS: M&T	\$ 10.95	\$ 12.15	\$ 11.28	\$ 12.52	\$ 11.62	\$ 12.89	\$ 11.96	\$ 13.27	\$ 12.32	\$ 13.67
LRS: 5 day	\$ 9.70	\$ 10.90	\$ 9.99	\$ 11.23	\$ 10.29	\$ 11.56	\$ 10.60	\$ 11.91	\$ 10.92	\$ 12.27
WM: M&T *	\$ 15.49	no bid	*	no bid						
* WM annual cost escalators by CPI index										
2021 Current: Waste Management: M&T	\$ 12.48									

Cost difference as Compared to 2021 WM	\$ / month
Pellitteri: M-Th	\$ 1.13
LRS: M&T	\$ 1.53
LRS: 5 day	\$ 2.78

E-Waste

Contractor	\$ / lb				
	2022	2023	2024	2025	2026
Pellitteri					
TVs & Monitors	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Eligible Electronic Devices	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
Computers	\$ (0.05)	\$ (0.05)	\$ (0.05)	\$ (0.05)	\$ (0.05)
LRS					
TVs & Monitors	\$ 0.39	\$ 0.42	\$ 0.45	\$ 0.48	\$ 0.51
Eligible Electronic Devices	\$ 0.45	\$ 0.50	\$ 0.55	\$ 0.60	\$ 0.65
Computers	\$ 0.55	\$ 0.60	\$ 0.65	\$ 0.70	\$ 0.75

credit

2019 Totals (excluding free E- Waste Day) lbs	Cost Comparison; LRS vs Pellitteri using 2019 totals \$
36,892	\$ 9,223.00
5,868	\$ 1,173.60
-	\$ -
	\$ 10,396.60
36,892	\$ 14,387.88
5,868	\$ 2,640.60
-	\$ -
	\$ 17,028.48

LRS vs Pellitteri	\$ 6,631.88
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Public Works/Sewer & Water Committee

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

Item (4) Ordinance No. 21-988 Fire Hydrants.

Fire Department and Public Works staff coordinated to revise code language regarding the winter maintenance activities of fire hydrants. This proposed ordinance is to re-insert language staff believed to be within the code regarding the blocking of fire hydrants due to snow. City attorney reviewed the past ordinance language and prepared the proposed ordinance for Fire and Public Works review.

Section 5-5-81 paragraph (a) is currently in our code.

Section 5-5-81 paragraph (b) is proposed language regarding snow removal responsibilities around fire hydrants throughout the City.

Item (5) Professional services agreement with JT Engineering for construction engineering / inspection services at the Woods at Cathedral Point Phase 3 project.

This agreement is for construction engineering / inspection services at “Woods at Cathedral Point” for the phase 3 public improvements. JT Engineering is also performing the construction engineering / inspection services for the phase 1 and 2 work.

Public Works staff is recommending that the contract with JT Engineering be approved.

This is a pass-through cost to the developer.

The contract shall not exceed \$64,471.00.

Item (6) 5-year Capital Improvement Program for 2022 budget.

City staff will present the proposed Capital Improvement Program included with the 2022 budget cycle.

Item (7) Project ID 2018-108 Eastside Interceptor Gravity Sanitary Sewer Replacement.

Staff will provide a construction update on the Eastside Interceptor Replacement Project.

ORDINANCE NO. 21-988

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 5
OF THE CODE OF ORDINANCES, CITY OF VERONA,
RELATING TO FIRE HYDRANTS**

The Common Council of the City of Verona, Dane County, Wisconsin, do ordain that Title 5, Chapter 5, Article F of the Code of Ordinances, City of Verona, Wisconsin is hereby amended as follows:

1. Section 5-5-81 is hereby repealed and recreated to read as follows:

Sec. 5-5-81 - Blocking of Fire Hydrants Prohibited; Snow Removal.

- (a) Except where marked with official traffic markings, no person shall park any motor vehicle within ten (10) feet of any fire hydrant or connection, or otherwise interfere with the accessibility of any fire hydrant by piling, dumping, or placing any other obstructive material or object within ten (10) feet of a fire hydrant, nor between them and the centerline of the street, without first obtaining written permission from the Fire Chief. Every calendar day during which such interference continues shall constitute a separate offense.
- (b) Snow removal.
 - (1) All property owners that have fire hydrants located on their property, or adjacent road right-of-way, shall remove all snow and ice from a 2-foot radius around each fire hydrant. The 2-foot radius shall be cleared within a 24-hour period from the last snowfall.
 - (2) Any property which is found to be noncompliant shall have, at the option of the City, such snow and ice removed, and a charge for not less than \$50 per hydrant billed to them. Any outstanding bill amount and accrued interest will be placed on the tax roll as a charge against the property, due and payable to the City as any other non-installment assessment is payable.
 - (3) If a property owner is unable to perform the snow removal responsibilities, it shall be their responsibility to hire or enlist the help of others to ensure that the hydrant is clear from snow and ice obstruction. The property owner may call the Verona Fire Department to avoid being fined if all options to remove the snow have been exhausted.

- (4) In instances where a fire hydrant is located on a lot line, it shall be the responsibility of the property owner to the north or to the east to ensure that the hydrant is free from snow and ice.

2. This ordinance shall become effective upon passage and publication as required by law.

The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on _____, 2021.

CITY OF VERONA

Luke Diaz, Mayor

(seal)

Holly Licht, City Clerk

ENACTED: _____

PUBLISHED: _____

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

This Contract Agreement is made and entered into this 22nd day of September 2021 by and between THE CITY OF VERONA, hereinafter referred to as the CITY, and JT Engineering, Inc. 6325 Odana Road, Suite 2, Madison, Wisconsin 53719, hereinafter referred to as the CONSULTANT.

The CONSULTANT acknowledges by endorsement of this Contract Agreement that:

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

The parties agree as follows:

CONSULTANT shall furnish Construction Inspection Services to the CITY for the Project as described below.

CONSULTANT shall furnish the Basic Services as outlined in the attached scope of services if contract is executed by October 1, 2021 and shall be completed by May 1, 2022.

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

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

Employee Classification	Hourly Rate
Project Engineer I	\$100.00 ⁽¹⁾
Project Manager	\$130.00
Project Administrator	\$147.50
Accountant	\$103.50

(1) Rate includes dedicated GPS unit for use on project.

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$64,471.00 based on the estimated working schedule attached.

Section I – BASIC SERVICES

1.1 Basic Services

The Basic Services to be performed under this Contract include construction inspection services as identified in the attached scope of services commentary.

Section II – RESPONSIBILITIES

2.1 CITY's Responsibilities

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

Section III – TIME SCHEDULE

3.1 Authorization

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

3.2 Expeditious Performance

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

Section IV – INVOICES AND PAYMENT

4.1 Invoices

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

4.2 Payment

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

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

Section V – CHANGES

5.1 Written Authorization

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

5.2 Equitable Adjustment

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

Section VI – DISPUTES

6.1 Resolution Procedure

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

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

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

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

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

Section VII – SUSPENSION OF WORK

7.1 Convenience of the CITY

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

7.2 Adjustment in Schedule

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

Section VIII – TERMINATION OF CONTRACT

8.1 Written Notice

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

8.2 Adjustment for Services Performed

In the event that this Contract is terminated by either the CITY or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due.

Section IX – INSURANCE

9.1 Coverage

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

9.2 Minimum Coverage

The minimum required coverage is the following:

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

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

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

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

Section X – GENERAL PROVISIONS

10.1 Independent

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

10.2 Indemnification

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

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

10.3 Interpretation

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

10.4 Notices

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

10.5 Applicable Law

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

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

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

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

10.6 Entire Agreement

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

10.7 Execution Authority

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

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

City of Verona
111 Lincoln Street
Verona, WI 53593

By: 

Doug Sina, PE
President

By: _____
Luke Diaz, Mayor

Date: 9/22/2021

Date _____

By: _____

By: _____
Holly Licht, City Clerk

Date: _____

Date _____

SCOPE OF SERVICES COMMENTARY

PROJECT: The Woods at Cathedral Point Phase III CITY OF VERONA, DANE COUNTY

GENERAL – This is a subdivision development project that will include earthwork, aggregate base course, installation of sanitary sewer, water main, and storm sewer utilities, ancillary concrete, and HMA paving. The expected scope of the construction work is assumed to generally follow the plans prepared by D’Onofrio Kottke and Associates, Inc.

For the estimate of construction engineering costs, the scope is as follows:

- A. Inspection – Construction oversight and inspection to verify that the construction complies with the plans and specifications. Inspection staff will provide a daily report to the City documenting details about the work that was completed. Inspector’s daily reports will be filed on Microsoft Teams and shared with the City. Full-time inspection based on a 5-day work week (Monday – Friday) is anticipated as attached in the Estimated Construction Inspection Schedule.
- B. Survey – Verification survey for use in as-built drawings and for the City’s Geographic Information System. No project staking by JT staff is included, as this is the responsibility of others. JT will supply a dedicated GPS unit for data collection of underground utilities and as directed by the City.
- C. Project Records – The following project records will be completed and submitted to the City of Verona at the conclusion of the project:
 - 1. As-built plan set depicting the actual construction of the project and any significant plan changes
 - 2. Review of shop drawings
 - 3. Materials records and documentation submittals from the contractor
 - 4. Project diaries including project photos



Number of Weeks	Week Begin Sunday	Week End Saturday	Classification	Project Engineer	Project Manager	Project Administrator	Accountant			
			Hourly Wage	\$100.00	\$130.00	\$147.50	\$103.50			
				Hours	Hours	Hours	Hours	Hours	Hours	Hours
	25-Jul-21	31-Jul-21								
	1-Aug-21	7-Aug-21								
	8-Aug-21	14-Aug-21								
	15-Aug-21	21-Aug-21								
	22-Aug-21	28-Aug-21								
	29-Aug-21	4-Sep-21								
	5-Sep-21	11-Sep-21								
	12-Sep-21	18-Sep-21								
	19-Sep-21	25-Sep-21								
1	26-Sep-21	2-Oct-21	9	1	0.5	0.5				
2	3-Oct-21	9-Oct-21	45	1						
3	10-Oct-21	16-Oct-21	50	1						
4	17-Oct-21	23-Oct-21	50	1						
5	24-Oct-21	30-Oct-21	50	1						
6	31-Oct-21	6-Nov-21	50	1						
7	7-Nov-21	13-Nov-21	50	1						
8	14-Nov-21	20-Nov-21	50	1						
9	21-Nov-21	27-Nov-21	50	1						
10	28-Nov-21	4-Dec-21	50	1						
11	5-Dec-21	11-Dec-21	50	1						
12	12-Dec-21	18-Dec-21	40	1						
13	19-Dec-21	25-Dec-21	40	1						
14	26-Dec-21	1-Jan-22	40	1	0.5	0.5				
	2-Jan-22	8-Jan-22								
	9-Jan-22	15-Jan-22								
	16-Jan-22	22-Jan-22								
	23-Jan-22	29-Jan-22								
	30-Jan-22	5-Feb-22								
	6-Feb-22	12-Feb-22								
	13-Feb-22	19-Feb-22								
	20-Feb-22	26-Feb-22								
		Totals	624	14	1	1	0	0	0	
		Cost	\$62,400.00	\$1,820.00	\$147.50	\$103.50	\$0	\$0	\$0	

Total Estimated Contract Amount \$64,471.00