

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

TUESDAY, MAY 26, 2020

5:15 P.M.

VERONA, WI 53593

Due to the COVID-19 pandemic, the Verona Public Works/Sewer & Water Committee will hold its meeting as a virtual meeting. The Verona Public Works/Sewer & Water Committee will not meet at City Hall, 111 Lincoln Street. Members of the Verona Public Works/Sewer & Water Committee and Staff will join the meeting by using Zoom Webinar, as described immediately below.

Members of the public can join the meeting using Zoom Webinar via a computer, tablet, or smartphone, or by calling into the meeting using phones, as described immediately below.

Join the meeting via computer, tablet, or smart phone:

<https://zoom.us/j/94089952841>

Webinar ID: 940 8995 2841

Join the meeting via phone by dialing:

312-626-6799

Meeting ID: 940 8995 2841

Agenda Items

1. Call to order.
2. Roll call.
3. Approval of the minutes of the April 13, 2020 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding land acquisition agreement at 419 Lincoln Street for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement.
5. Discussion and action regarding Amendment No. 1 with Brown and Caldwell for Project 2018-114, Lincoln Street storm water management facility design.
6. Discussion and action regarding professional services agreement with AECOM for Project 2018-114, Lincoln Street storm water management facility design.
7. Adjourn.

Evan Touchett, Chairperson

POSTED: Verona City Hall, 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, APRIL 13, 2020

1. The meeting was called to order by Mr. Touchett at 5:22pm.
2. Roll Call: Present: Evan Touchett, Chad Kemp. Also present: Theran Jacobson, Director of Public Works; Carla Fischer, City Engineer, AECOM. Note: This was a remote meeting via Zoom, instructions on how to join were included with the posted agenda. No other remote attendees were present.
3. MOVED by Touchett, seconded by Kemp, to recommend approve the minutes of the March 9, 2020 meeting of the Public Works/Sewer and Water Committee. Motion carried 2-0.
4. MOVED by Touchett, seconded by Kemp, to recommend awarding contract for Project 2020-107, Rapid Rectangular Flashing Beacon pedestrian improvements, to Cummings and Turk, Inc. of Mount Horeb, WI, in the amount not to exceed \$20,905.00. Motion carried 2-0.
5. MOVED by Touchett, seconded by Kemp, to recommend approval of developer's agreement for Kettle Creek North Phase 3 public improvements. Motion carried 2-0.
6. MOVED by Touchett, seconded by Kemp, to recommend approval of professional services agreement with JT Engineering for inspection service for development of the "Woods at Cathedral Park" in an amount not to exceed \$96,810.00, as a pass-through cost to the developer, and be contingent upon legal counsel review of contract language. Motion carried 2-0.
7. MOVED by Touchett, seconded by Kemp, to recommend approval of intergovernmental agreement for the Madison Area Municipal Storm Water Partnership. Motion carried 2-0.
8. MOVED by Touchett, seconded by Kemp, to recommend approval of Amendment No.1 for Construction Related Services with AECOM at Project ID 2017-115, Well 6, in the amount not to exceed \$35,950.00. Motion carried 2-0.
9. MOVED by Kemp, seconded by Touchett, to adjourn at 5:51pm. 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.

Public Works/Sewer & Water Committee

Listed below is an explanation of the items on the Public Works Committee agenda.

Item (4) Land acquisition agreement at 419 Lincoln Street for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.

This agreement with Ms. Schultz is for the purchase of two parcels adjacent to the Badger Mill Creek east and south of Lincoln Street. The pursuit of the land was due to the needs of additional easements for the replacement of the eastside sanitary sewer interceptor.

The pursuit of this acquisition was discussed with the council at the December 10, 2019 meeting which ultimately led to the CSM submittal that was approved by council at the April 13, 2020.

Included with the packet is the land acquisition agreement between the City and owner, the highlight of the agreement:

- Payment for the two parcels.
- Indented use of lands.

Also included with the packet is an exhibit for reference. This is not an exhibit to the agreement.

The agreement shall be contingent on City Administrator and City Attorney review.

Item (5) Amendment No. 1 with Brown and Caldwell for Project 2018-114, Lincoln Street storm water management facility design

This amendment is to expand the scope of services under the original contract with Brown and Caldwell. Brown and Caldwell are under contract to perform design, permitting, and bidding services. Through the preliminary design stages meetings were held with the permitting agencies Dane County, Wisconsin Department of Natural Resources, and Army Corps of Engineers. Through those discussions addition analyses and alternatives were requested to maximize the efficiency of the facility and minimize impacts.

The additional services under this amendment are as follows:

- Additional meetings
- System modeling
- Construction drawings
- Channel classification
- Grant application to Dane Co.
- Groundwater mitigation system
- Dam design and permitting

The breakdown of the contract amount is as follows:

- Original contact amount of \$108,800
- Amendment no. 1 of \$35,470
- New contact amount of \$144,270

Item (6) Professional services agreement with AECOM for Project 2018-114, Lincoln Street storm water management facility design

This agreement with AECOM is to assist in the design for the Lincoln Street storm water management facility. Through the conversations that Brown and Caldwell had with the permitting agencies the need to perform a dam design, classification, and permitting for the project requires specialized services.

The scopes have been coordinated between Brown and Caldwell and AECOM to ensure there is no redundant work.

AECOM will be the lead on the preparation of any geotechnical design, permitting, and reporting for the Dam at the facility.

The Dam has two elements:

- In-stream earthen diversion structure
- Landscaping berm separating the Lincoln Street channel and the storm water management facility main pool(s)

The scope for AECOM is as follows:

- Hydrologic and hydraulic system modeling
- Ground water mitigation system design
- Dam design and permitting

A reference figure is included with the packet.

The agreement with AECOM is not to exceed \$65,080.

PROPERTY ACQUISITION AGREEMENT

This Property Acquisition Agreement (the “Agreement”) is made this ___ day of _____, 2020, by and between the City of Verona, a Wisconsin municipal corporation (the “City”), and Cathern Joan T. Schultz (“Schultz”).

RECITALS

- A. Schultz owns two parcels of land in the City of Verona, Dane County, Wisconsin, which land is described in Exhibit A attached hereto and incorporated herein (the “Property”).
- B. For purposes of this Agreement, Parcel A is the parcel with a tax key number of 286-0608-221-1421-4 (northern parcel), and Parcel B is the parcel with a tax key number of 286/0608-221-1207-2 (southern parcel).

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
 City Clerk
 City of Verona
 111 Lincoln St.
 Verona, WI 53593

P.I.N.
 286/0608-221-1421-4
 286/0608-221-1207-2
 XXX/XXXX-XXX-XXXX-X

- C. The City wishes to acquire Parcel A and Parcel B for public utility purposes.
- D. The City and Schultz agree and acknowledge that they enter into this Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions, and liabilities.

Comment [A1]: Note that a new tax parcel should be issued shortly after the CSM is recorded. If so, we will need to update.

Also, per my comment on page 2, the Agreement will need to be recorded on her property, as well as on the property the City is acquiring.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the City and Schultz, on behalf of themselves, their heirs, successors and assigns, agree as follows:

1. Recitals. The representations and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.
2. City Payment. The City shall pay to Schultz forty nine thousand dollars (\$49,000.00) as consideration for acquiring from Schultz Parcel A and Parcel B. The City shall pay all costs associated with obtaining title evidence and title insurance and with other closing costs, including recording fees, gap endorsement, and transfer taxes, if any. The title company used for this conveyance shall be chosen by the City. The City is

purchasing the property in as-is condition. The conveyance by Schultz to the City shall be by warranty deed, free and clear of all liens and encumbrances, other than municipal and zoning ordinances, covenants, restrictions and easements of record, and general taxes for the year of closing.

3. Additional City Obligation. The City agrees that the land acquired under this Agreement from Schultz may not be further divided and shall be kept in as-is condition, except for maintenance deemed necessary by the City or as specifically noted below.

- a. City may perform stream improvements as necessary to improve the habitat and streambank.
- b. City intends to install a maintenance path for the utilities on Parcel B south of the Badger Mill Creek.

4. Schultz Representations. Schultz represents and warrants that:

- a. Schultz is the fee simple owner of the Property and has not conveyed to others any rights in the Property.
- b. There are currently no tenants on the Property and that prior to closing Schultz shall not subject the Property to any leases and/or tenants.
- c. Schultz has full power and authority to execute this Agreement.
- d. Schultz, or her successors and assigns, shall work with the City on a sanitary utility easement modification or addition for the utilities constructed under Lot 1 of certified survey map no. _____ (“Lot 1”). Please see Exhibit A for a legal description for Lot 1, which Schultz owned at the time of execution of this Agreement.

Comment [A2]: As an FYI, this will require the Agreement to be recorded on her property.

6. City Representations. The City represents and warrants that:

- a. This Agreement has been approved by the City of Verona Common Council.
- b. The parties signing below for the City have full power and authority to execute this Agreement, and all necessary resolutions, if any, have been approved by the City authorizing the execution of this Agreement.

7. General Provisions.

- a. This Agreement shall run with the land described herein and is binding on the City and Schultz, and their heirs, successors and assigns.
- b. Non-use or limited use of the rights granted in this Agreement shall not prevent later use of the rights to the fullest extent authorized in this Agreement.
- c. Nothing in this Agreement shall be deemed to create any right or privilege in any person or entity not a party to this Agreement.
- d. This Agreement may only be amended by a written amendment instrument approved and executed by the City and Schultz, or their successors and assigns.
- e. If any part, term or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
- f. This written agreement, and written amendments, shall constitute the entire agreement between the City and Schultz.
- g. The City shall record a copy of this Agreement with the Register of Deeds on all three parcels identified in the recording box on page 1.
- h. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.
- i. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- j. This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this instrument as of _____, 2020.

CATHERN JOAN T. SCHULTZ

By: _____
Cathern Joan T. Schultz

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above-named Cathern Joan T. Schultz, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

CITY OF VERONA

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above-named Luke Diaz and Ellen Clark, to me known to be the Mayor and City Clerk of the City of Verona, and the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Attachment: Exhibit A – Legal Descriptions of the Property and Lot 1

This instrument drafted by:

Bryan Kleinmaier
Stafford Rosenbaum LLP
222 West Washington Ave., Suite 900
P.O. Box 1784
Madison, WI 53701-1784
608.256.0226

EXHIBIT A

LEGAL DESCRIPTION OF SCHULTZ PROPERTY

Parcel A: Tax Key Number: 286-0608-221-1421-4

Parcel B: Tax Key Number: 286-0608-221-1207-2

Lot Twenty-six (26), Second Addition to Neff's Subdivision Valley View, in the City of Verona, Dane County, Wisconsin, EXCEPTING THEREFROM those lands conveyed to the City of Verona as contained in the Warranty Deed recorded as Document No. 4203930.

Lot 1: Tax Key Number: _____

[Insert legal description]

Comment [A3]: Add once CSM recording information is received



2018-108, ESI
Schultz Property



City of Verona
111 Lincoln St
Verona, WI 53593
(608) 845 - 6495

DISCLAIMER: The City of Verona does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 200'

Print Date: 2/6/2020



LEGEND

	EXISTING CONTOUR
	WETLAND BOUNDARY
	PROPOSED CONTOUR
	PROPOSED WET POOL AREA
	PROPOSED EXTENDED DRY AREA

CITY HALL

WET POOL
NORMAL WATER
EL. 950.0

WETLAND BOUNDARY

EXTENDED DRY
STORAGE
BOTTOM EL. 946.0

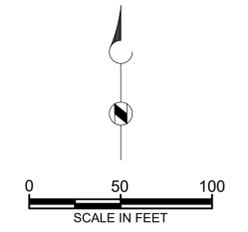
DIVERSION

DIVERSION OVERFLOW
EL. 952.5

OUTLET STRUCTURE
UNDERDRAIN PIPE @ EL. 946.0
V-NOTCH WEIR @ EL. 950.0

OUTLET SEWER

FIGURE 4
EXTENDED DRY DETENTION CONCEPTUAL PLAN
LINCOLN STREET DETENTION BASIN
CITY OF VERONA, WI



9/12/19

ATTACHMENT A

Amendment #1 Lincoln Street Stormwater Facility Design Verona Project # 2018-114 City of Verona

Overview

This scope of services describes the tasks that will be conducted by Brown and Caldwell (BC) to: 1) provide channel classification support, 2) prepare a Dane County Urban Water Quality Grant application, 3) prepare additional conceptual design drawings, 4) conduct additional system modeling to support additional conceptual designs, 5) provide coordination support and incorporate modification to drawings and specifications related to the development of a groundwater mitigation system and adjustments related to regulatory dam requirements. (When AECOM or SES are referenced it is not intended to be a thorough detailing of their respective scopes of work for the project but is provided for reference and context with respect to BC's scope of work.)

Task 1 Project Management and Meetings (Amended Task)

Extend BC's project management services (schedule and budget review, staff coordination, project status updates/invoicing, routine Client communication) through the new anticipated project end date.

In addition to the meetings identified in the original scope of services expand to include the following meetings:

1. City of Verona Public Works, Sewer, and Water Committee Meeting (September 23, 2019).
2. A second permitting agency meeting (October 1, 2019).

Task 3 System Modeling (Amended Task)

As a result of design modification requests from the permitting agencies (WDNR and Dane County), BC conducted additional WinSLAMM and XPSWMM modeling to size and evaluate the performance of alternative stormwater facility layouts.

Additionally, with the evolution of the project, the in-stream diversion structure and perimeter berm of the facility will be classified as a regulatory dam. Design of the dam related components will be completed by another engineering firm (AECOM).

AECOM will:

- update the existing XPSWMM model. As part of the initial modeling started under the original scope of services, discrepancies were found in the areas included in the WinSLAMM and XPSWMM models, and the GIS data available to BC. AECOM will solely be responsible for preparation of the hydrologic and hydraulic report for the dam. The areas of discrepancies will be investigated and verified by AECOM in the process.
- evaluate and modify outlet structure parameters and resulting flows as part of the dam permit and operation strategy (See Task 12). Includes consideration of primary outlet structure, dam spillway, auxiliary spillway, and downstream channel modifications that may be required as part of the dam design.
- develop a hydrologic and hydraulic report.

BC will:

- provide current XPSWMM and WinSLAMM models to AECOM for use in preparation of

- the hydrologic and hydraulic report for the dam. Modeling work completed to date will be summarized.
- provide conceptual stormwater facility design layout and information to AECOM for use in design and modeling of the dam.
 - coordinate with AECOM on modification to the conceptual design.
 - update WinSLAMM water quality modeling for the stormwater facility based on updated drainage area information and design modifications as a result of the modified hydrology and conceptual design.

Task 4 Construction Drawings (Amended Task)

As part of the original scope of services, BC updated the conceptual design drawing for the project. As part of discussions with the permitting agencies regarding the conceptual design drawing, the WDNR and Dane County identified recommended modifications to the proposed project to minimize the potential for thermal impacts to downstream cold-water fisheries.

BC prepared two additional conceptual designs, and associated display figures, for discussion and review with City, WDNR, and Dane County staff.

Task 9 Channel Classification Support (New Task)

BC researched and collected data to provide to the WDNR to facilitate a determination of the classification of the Lincoln Street channel. As part of this effort, BC:

1. Gathered and reviewed available data as identified below to justify the channel classification as “intermittent.” Data sources are:
 - a. Photos (from past permit applications, construction projects, and other sources).
 - b. Field notes from past construction projects (2013 & 2017 Lincoln Street Channel work, Lincoln Street Culvert replacement, City Hall construction).
 - c. Past permit applications.
 - d. Historical maps, plans, aerial photos available from Dane County’s online sources.
2. Prepared a technical memo summarizing the data and recommending a channel classification for submittal to the WDNR.
3. Attended one agency meeting with the City to discuss any questions and findings.

Task 10 Dane County Urban Water Quality Grant Application (New Task)

BC will prepare a Dane County Urban Water Quality Grant Application for the 2020 application cycle.

The City will be responsible for preparing the “Financial Capacity” components of the grant application.

Task 11 Groundwater Mitigation System (New Task)

Initial geotechnical investigations indicate high groundwater is present at the site. A groundwater mitigation/dewatering system will be designed, and construction drawings and specifications will be prepared by another engineering firm (AECOM).

AECOM will:

- coordinate with SES for any additional geotechnical investigations and testing necessary to design the system.
- provide separate plan drawings and specifications, with appropriate professional engineer’s seals to the City as required.
- coordinate groundwater testing and permitting of the collection system to discharge to surface waters (if applicable).

BC will:

- budget time for one additional meeting to meet with AECOM to coordinate design issues and provide necessary information so that AECOM can conduct the design.
- incorporate references to the underdrain system as being designed and specified by AECOM into plan and specification documents. (Information shown on BC plan sheets relating to the underdrain system will be for informational and clarification purposes only and will reference the plan drawings provided by AECOM.)
- support the groundwater mitigation design by communicating with WDNR contacts familiar with the project to request information regarding any required groundwater testing and / or permitting associated with the construction of the groundwater mitigation system. (Any subsequent field investigations or permit applications required will be conducted by AECOM, or others.)

Task 12 Dam Design and Permitting (New Task)

Project meetings and correspondence with the WDNR have identified that the diversion structure for conveying water from the Lincoln Street channel into the stormwater facility will be classified as a dam. The initial scope of work for this project assumed that that structure would not be classified as a dam. The dam design, permitting, and preparation of construction drawings and specifications will be prepared by another engineering firm (AECOM). The dam design will include dam areas, primary and auxiliary spillways, primary outlet structure, and downstream channel modifications/energy dissipation for dam spillways.

AECOM will:

- coordinate with SES for any additional geotechnical investigations and testing necessary to provide design details and permitting related to the dam, spillway, and/or discharge structures.
- provide separate plan drawings and specifications, with appropriate professional engineer's seals to the City.

BC will:

- budget time for one additional meeting to meet with AECOM to coordinate design issues and provide necessary information so that AECOM can conduct the design.
- provide conceptual stormwater facility design layout and information to AECOM for use in design of the dam and BC will communicate with AECOM during the design of the dam.
- incorporate references to the dam components as being designed and specified by AECOM into plan and specification documents. (Information shown on BC plan sheets relating to the dam will be for informational and clarification purposes only and will reference the plan drawings provided by AECOM.)

Assumptions:

The scope and budget for this project were developed based on the assumptions included as part of the original Contract. In addition to, the following conditions and assumptions.

1. The client agrees to enter into direct contracts with AECOM and SES as required to complete the scope of services.
2. AECOM is responsible for design of the groundwater mitigation system as noted in the scope of services. BC can rely on the provided information without independent review and verification.
3. AECOM is responsible for design of the dam and associated spillway/discharge structures, preparation and submittal of the WDNR New Dam Construction permit

application and related analyses as noted in the scope of services. BC can rely on the provided information without independent review and verification.

4. BC shall have no responsibility for the adequacy of the design and performance of the groundwater mitigation system and dam as designed and specified by AECOM.
5. Additional geotechnical investigations required for design of the groundwater mitigation system or dam will be conducted under a separate contract by the City. All coordination of geotechnical investigations associated with these tasks will be performed by AECOM.

Project Schedule:

Extend project schedule to March 31, 2021. BC will prepare draft plans and specifications at the 60% and 90% submittal stages in accordance with the original contract. The interim submittals will be delivered based on the following schedule.

- 60% plans, specifications, and draft permit submittal will be provided no later than August 17, 2020.
- 90% plans and specifications will be provided no later than December 9, 2020.
- Final construction documents will be provided no later than January 15, 2021.

The above referenced submittal dates are contingent upon timely delivery of information from outside parties; including other consultants, permitting agencies, and the City of Verona.

Project Budget:

BC proposes to perform the work as described in the Amendment #1 Scope of Services on a time and materials basis for a fee not to exceed \$35,470. A detailed breakdown by task is provided below, however individual task budgets may vary so long as the total budget is not exceeded without express written agreement from the City.

BC will invoice monthly on a time and materials basis at the hourly labor rates in effect at the time the services are provided up to the agreed upon project budget amount. BC reserves the right to escalate billing rates annually.

Task	Task Description	Added Labor Hours	Added Budget
1	Project Management and Meetings (Amended Task)	27	\$4,770
3	System Modeling (Amended Task)	33	\$4,900
4	Construction Drawings (Amended Task)	23	\$3,620
9	Channel Classification Support (New Task)	26	\$4,650
10	Dane County Urban Water Quality Grant Application (New Task)	32	\$4,840
11	Groundwater Mitigation System (New Task)	41	\$5,670
12	Dam Design and Permitting (New Task)	52	\$7,020

Original contract amount: \$ 108,800
Amendment #1: \$ 35,470
 Amended Contract Amount: **\$ 144,270**

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this May 26, 2020, is by and between City of Verona, a Wisconsin Municipality, (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

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

1. SCOPE OF SERVICES

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

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

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

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

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

TO CLIENT:

111 Lincoln Street
Verona, WI 53593
Attn: Theran Jacobson, Public Works Director

TO AECOM:

1350 Deming Way, Suite 100
Middleton, WI 53562
Attn: Carla Fischer, Project Manager

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

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

5. AECOM'S RESPONSIBILITIES

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

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

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

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

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

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

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

6. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

8. CONFIDENTIALITY

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

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

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

9. DATA RIGHTS

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

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

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

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

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

11. ELECTRONIC FILES

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

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

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

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

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

12. CERTIFICATION

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

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

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

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

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise

agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

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

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

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

18. INDEMNITY

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

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

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

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

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

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

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

23. TERMINATION

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

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

24. ASSIGNMENT

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

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

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

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

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

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

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

30. ORDER OF PRECEDENCE

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

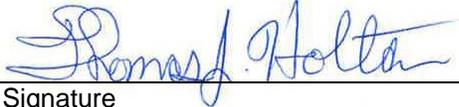
31. SPECIAL TERMS AND CONDITIONS

None

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

AECOM Technical Services, Inc.

CLIENT: City of Verona



Signature

Signature

Thomas J. Holtan, PE

Luke Diaz

Printed Name

Printed Name

Associate Vice President

Mayor

Printed Title

Printed Title

May 21, 2020

Date

Date

Address
1350 Deming Way, Suite 100
Middleton, WI 53562

Signature

Ellen Clark

Printed Name

City Clerk

Printed Title

Date

Address
111 Lincoln Street
Verona, WI 53593

)

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EXHIBIT A

SERVICES

Services:

The City of Verona is planning to construct a regional stormwater basin just south of City Hall. The basin will divert low flows from the Lincoln Street Channel to provide water quality benefits to a developed watershed within the City. The overall design of the Lincoln Street Detention Basin is being designed by Brown & Caldwell (BC). During design, some site specific challenges have arisen that require AECOM's support including: 1) updating the Lincoln Street Detention Basin watershed in the City-wide hydrologic and hydraulic (H&H) modeling, 2) preparing design documents for groundwater mitigation/dewatering system, 3) preparing design documents and permits for embankments classified as dams. (When Brown & Caldwell (BC) or Soil Engineering Services (SES) are referenced it is not intended to be a thorough detailing of their respective scopes of work for the project but is provided for reference and context with respect to AECOM's scope of work.)

The tasks listed below are numbered to coordinate with BC's amendment for consistency.

Task 1 Project Management and Meetings

- Review budget and schedule, coordinate staff, and perform invoicing.
- Up to three (3) design coordination meetings are anticipated to be held with City and BC via video conference:
 - Kickoff meeting to coordinate design issues and provide necessary information so that AECOM can perform the H&H modeling, underdrain design, and dam design and permitting.
 - Review comments on the 60% design documents.
 - Review comments on the 90% design documents.

Task 3 System Modeling

As part of the initial modeling started by BC, discrepancies were found in the areas included in the WinSLAMM and XPSWMM models, and the GIS data available to BC. Additionally, with the evolution of the project, the in-stream diversion structure and perimeter berm of the facility will be classified as a regulatory dam (see Task 12).

AECOM will:

- Review and update the existing XPSWMM 1D and WinSLAMM models and GIS data to resolve discrepancies identified by BC between the models within the Lincoln Street Detention Basin watershed. Up to 24 hours are budgeted for this subtask. Model updates are budgeted to include the items compiled by BC in "Table 4: Comparison of Areas". Because the GIS shapefiles have been regularly updated as part of the City's annual stormwater mapping process, it is assumed that models will be updated to match the GIS shapefiles. Specifics such as curve numbers and time of concentration are not expected to need updating and not included in this scope of work. Redelineation of the overall watershed and subwatersheds is not included as part of this subtask. If redelineation of City GIS subwatersheds is required, that can be added as an amendment to this agreement.
- Once the existing XP-SWMM 1D model and GIS data is consistent, AECOM will evaluate and modify outlet structure parameters (provided by BC with conceptual design) and resulting flows as part of the dam permit and operation strategy (See Task 12) in XPSWMM 1D. This includes consideration of primary outlet structure, dam spillway, auxiliary spillway, and downstream channel modifications that may be required as part of the dam design.
- Model "dam failure analysis" to analyze downstream impacts of dam failure.
- Summarize H&H analyses completed for the dam design as part of the Project Design Report, as detailed in Task 12.

BC will:

- Provide current XPSWMM 1D and WinSLAMM models as well as GIS data to AECOM for use in preparation of the H&H report for the dam. Modeling work completed to date will be summarized including any identified area discrepancies.
- Provide conceptual stormwater facility design layout and information to AECOM for use in design and modeling of the dam.
- Coordinate with AECOM on modification to the conceptual design.
- Once the WinSLAMM model is consistent with the XPSWMM 1D model, update WinSLAMM water quality modeling for the stormwater facility based on updated drainage area information and design modifications as a result of the modified hydrology and conceptual design.

Task 11 Groundwater Mitigation System

Initial geotechnical investigations indicate high groundwater is present at the site. Additional analysis of the impacts of the groundwater elevation are necessary to determine what if any the impacts will be on the design of the proposed stormwater basins. The design of a groundwater underdrain system may be required to facilitate the operation of the proposed basins as currently designed. It is AECOM's understanding that an independent geotechnical firm has been engaged by the City. AECOM will provide a recommended scope of services for a field and laboratory program if necessary. This work will be directly contracted by the City for implementation.

AECOM will:

- Review the currently available geotechnical and groundwater data available for the project site, including 8 soil borings and 3 groundwater monitoring wells and corresponding data by SES and BC dated July 29-31, 2019.
- Develop a scope of work for supplemental field and laboratory testing program including groundwater elevation monitoring if needed.
- Prepare a Geotechnical Report at 30% design summarizing the results of the review of the geotechnical and groundwater data and provide recommendations for groundwater mitigation strategies for the site and seepage and stability analysis (detailed in Task 12).
- Prepare 60%, 90%, and Final design for implementation of the preferred groundwater mitigation alternative, including calculations, drawings and specifications. AECOM's documents will be provided to BC for inclusion in the full contract documents. Design is assumed to include preparation of three-dimensional surfaces and pipe networks in Autodesk Civil 3D below the pond liner. Documents will include:
 - Plan Sheets (4 sheets total)
 - Specifications (up to 3 sections)
 - Opinion of Probable Construction Cost
- Provide bidding support. Answer questions during bidding and prepare one amendment.

BC will:

- Support the groundwater mitigation design by communicating with Wisconsin Department of Natural Resources (WDNR) contacts familiar with the project to request information regarding any required groundwater testing and / or permitting associated with the construction of the groundwater mitigation system.

Task 12 Dam Design and Permitting

Project meetings and correspondence with the WDNR have identified that the diversion structure for conveying water from the Lincoln Street channel into the stormwater facility, the berm around the south and east sides of the basin, and the outlets from the basin will all be classified as a dam. The dam design, permitting, and preparation of construction drawings, specifications, and opinion of probably construction cost for insertion into BC contract documents will be prepared by AECOM as detailed below.

AECOM will:

- Hold one (1) pre-application meeting with WDNR and US Army Corps of Engineers via video conference to identify requirements for designing an approvable project.
- Review available geotechnical investigation information. Coordinate with SES for additional geotechnical investigations and testing necessary to provide design details and permitting related to the dam, spillway, and/or discharge structures. City to contract directly with SES to obtain this data, if needed.
- Prepare 60%, 90%, and Final design for dam areas, primary and auxiliary spillways, primary outlet structure, and downstream channel modifications/energy dissipation for dam spillways. AECOM's documents will be provided to BC for inclusion in the full contract documents. Documents will include:
 - Plan Sheets
 - Plans and construction details identifying dam areas and cross sections, primary and auxiliary spillways and cross sections, primary outlet structure, and locations of energy dissipation in outlet channel (4 sheets total)
 - Erosion Control (EC)—Coordination with BC on permanent and temporary EC measures related to the dam. BC to show EC measures on their plans.
 - Specifications (up to 4 sections)
 - Opinion of Probable Construction Cost
- Prepare seepage and stability analysis for embankments and dam failure analysis (H&H for this included in Task 3).
- Prepare Project Design Report documenting narrative description of the project, hydrologic/hydraulic analyses (anticipated scope documented in Task 3), stability analysis, and dam failure analysis including proposed dam hazard rating and protection measures. As part of Project Design Report, prepare estimated itemized cost information for the project and future maintenance to confirm financial assurance (City to provide proof documentation as noted in assumptions). Project Design Report will be submitted at 60% (draft document) and 90% (final document) submittals.
- Prepare WDNR Waterway and Wetland Individual Permit Application "Dam – New Construction" via WDNR e-permitting WAMS site. Three (3) hard copies of Dam Permit attachments will be submitted to the DNR. Specifically, AECOM will:
 - Prepare "Water Resources Application for Project Permits (WRAPP)" (Form 3500-053)
 - Visit project site and take photographs that show the on-the-ground conditions of the existing project area. Label photos to illustrate where the dam and flowage will be located and provide reference points.
 - Prepare site map using the WDNR Surface Water Data Viewer (SWDV) that illustrates the location and perimeter of the project site and its relationship to nearby water resources (e.g. lakes, rivers, streams, wetlands), major landmarks, and roads. Include Wisconsin Wetland Inventory, FEMA floodplain, and NRCS soils layers.
 - Prepare exhibit showing riparian owners list including the names and addresses of the adjacent property owners.
 - Include Project Design Report (as detailed above).
 - Include design documents (as detailed above and in Task 11). BC to provide pertinent design documents for the overall basin design.
 - Submit the abbreviated Endangered Resources (ER) Review via the Natural Heritage Inventory (NHI) Public Portal prepared by BC.
- Prepare City of Verona Erosion Control permit.
- Provide bidding support. Answer questions related to AECOM designed facilities during bidding and prepare one amendment.

BC will:

- Provide stormwater facility design layout and information to AECOM for use in design of the dam-related elements.
- Provide abbreviated ER Review to AECOM for submission of the permit.
- Prepare overall project contract documents including plans, opinion of probable construction cost, and specifications for all items related to construction of the detention basin with the exception of the groundwater mitigation system (below the clay liner) and dam elements. Maintenance access and erosion control plans for the detention basin and dam-related elements will be designed by BC.

Incorporate AECOM's plans, opinion of probable construction cost, and specifications for the groundwater mitigation system and dam-related elements into the contract documents.

Assumptions:

The scope and budget for this project were developed based on the following conditions and assumptions.

1. The client agrees to enter into direct contracts with BC and SES as required to complete the scope of services.
2. AECOM shall have no responsibility for the adequacy of the design and performance of the stormwater detention system as designed and specified by BC and may rely on documents provided by BC without review or verification. It is assumed that the detention basin design will consist of finalizing the configuration shown in "Figure 4 – Extended Dry Detention Conceptual Plan" dated 9/12/19 by BC, with no major changes to footprint, depths, and volumes.
3. The project schedule assumes that the existing boring and groundwater monitoring wells are sufficient and no additional data is required. Should additional boring or groundwater monitoring data be required, the schedule may need to be adjusted.
4. Should additional geotechnical investigations be required for design of the groundwater mitigation system or dam, they will be conducted under a separate contract by the City.
5. City is responsible for providing accurate, up-to-date existing topographic and utility survey in Civil 3D format. No post-processing of data, no additional survey, nor easement preparation is included in this scope of work.
6. No utility coordination is included in this scope of work.
7. AECOM assumes no environmental impacts are present in the groundwater in the vicinity of the project site.
8. No permit is required for the groundwater mitigation system.
9. No wetland permits nor DNR NOI permit are included in this scope of work.
10. No regional groundwater modeling will be completed.
11. WDNR dam permit is expected to take three months for initial review.
12. WDNR will prepare public notice for dam permit. City will publish in local newspaper. It is assumed that no Public Hearing will be required.
13. City will record the WDNR Dam Plan Approval with the Dane County Register of Deeds within 30 days of approval.
14. No Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required for the project or included in this scope of work.
15. ER Review will be provided by BC. A full Endangered Resources (ER) Review will not be required for the project.
16. No archeological or historical screenings are included in the scope. If either of these are determined necessary during the project, an amendment can be made to the scope and fee or the City can contract separately for these services by a third party.
17. City to pay all permit application fees.
18. City to provide proof of financial responsibility demonstrating the ability to operate and maintain the dam in good condition for a period of at least 10 years.
19. City to coordinate with affected landowners (Dane County) and will provide ownership documentation (i.e. copy of deed, land contract) and easement documentation from Dane County for construction and access of basin and dam and a flowage and flooding easement from the affected property owner(s).
20. Temporary coffer dam design is not included. If temporary coffer dams are required for construction, the design can be added via a contract amendment.
21. Up to 2 AECOM staff to attend design coordination meetings.
22. The majority of the project work is anticipated to be completed in 2020 utilizing 2020 labor rates. If the project is delayed to 2021 or beyond, labor rates would be expected to increase by 3% per year.
23. BC to prepare surfaces in Civil 3D to the bottom of the pond liner.

Schedule:

July 17, 2020 –Groundwater Mitigation System Alternatives Analysis (assumes geotechnical data is complete as-is)
August 3, 2020 – System Modeling
August 21, 2020 – 60% Plans and Specifications, Dam Permit
December 4, 2020 – 90% Plans, Specifications, Opinion of Probable Construction Cost
January 15, 2021 – Final Plans, Specifications, Opinion of Probable Construction Cost

Deliverables:

Updated and consistent XPSWMM 1D model, WinSLAMM model, and GIS data
Geotechnical Report summarizing groundwater mitigation alternatives
1 digital copy of the 60% Plans and Specifications to BC for inclusion in Contract Documents
1 digital copy of the 90% Plans, Specifications, and Opinion of Probable Construction Cost to BC for inclusion in Contract Documents
1 digital copy of the Final Plans, Specifications, and Opinion of Probable Construction Cost to BC for inclusion in Contract Documents
1 digital DRAFT Project Design Report submitted with 60% design documents
1 digital FINAL Project Design Report submitted with 90% design documents
1 digital copy of WDNR Waterway and Wetland Individual Permit Application “Dam – New Construction”

AECOM Project Manager

Name	Carla Fischer
Title	Project Manager
Address	1350 Deming Way, Suite 100, Middleton, WI 53562
Phone Number	608-828-8128
Email Address	Carla.Fischer@aecom.com

Client Project Manager

Name	Theran Jacobson
Title	Director of Public Works
Address	410 Investment Court, Verona, WI 53593
Phone Number	608-848-6801
Email Address	Theran, Jacobson@ci.verona.wi.us

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

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

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

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

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 65,080). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

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

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

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

2.1 HOURLY LABOR RATE SCHEDULE

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

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

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

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]