

CITY OF VERONA
PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA
MONDAY, APRIL 13, 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/276051711>

Join the meeting via phone by dialing:
312-626-6799
Meeting ID: 276-051-711

Agenda Items

1. Call to order.
2. Roll call.
3. Approval of the minutes of the March 9, 2020 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding awarding contract for Project 2020-107, Rapid Rectangular Flashing Beacon pedestrian improvements.
5. Discussion and action regarding developer's agreement for Kettle Creek North Phase 3 public improvements.
6. Discussion and action regarding professional services agreement with JT Engineering for inspection service for development of the "Woods at Cathedral Point".
7. Discussion and action regarding intergovernmental agreement for the Madison Area Municipal Storm Water Partnership.
8. Discussion and action regarding Amendment No. 1 for Construction Related Services with AECOM at Project ID 2017-115, Well 6.
9. 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.

Public Works/Sewer & Water Committee

Web Meeting Instructions

Instructions for Public Attendees

- Attendees are automatically muted
- Public comment is not on the agenda, and will not be accepted
- If you are unable to hear, you can join the meeting by calling:
312-626-6799
Meeting ID: 276-051-711

Instructions for Committee Members

- All members are muted automatically, and should remain muted unless you need to participate
- All votes will be taken by roll call. Be sure to un-mute to respond.
- Committee Members:
 - Evan Touchett – Chair
 - Chad Kemp – Council Member

CITY OF VERONA

MINUTES

PUBLIC WORKS/SEWER & WATER COMMITTEE

MONDAY, MARCH 9, 2020

1. The meeting was called to order by Mr. Touchett at 5:19pm.
2. Roll Call: Present: Evan Touchett, Chad Kemp. Also present: Theran Jacobson, Director of Public Works; Carla Fischer, City Engineer, AECOM.
3. MOVED by Touchett, seconded by Kemp, to recommend approve the minutes of the February 24, 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 2020-101, Verona Street Asphaltic Rehabilitation Project, to Payne & Dolan, Inc. of Fitchburg, WI, in an amount not to exceed \$197,527.50. Motion carried 2-0.
5. MOVED by Touchett, seconded by Kemp, to awarding contract for Project 2020-102, Bituminous Seal Coat Project, to Fahrner's Asphalt Sealers of Waunakee, WI, in an amount not to exceed \$222,890.00 Motion carried 2-0.
6. MOVED by Touchett, seconded by Kemp, to recommend approval of developer's agreement for Whispering Coves Phase I public improvements. Motion carried 2-0.
7. MOVED by Touchett, seconded by Kemp, to recommend approval of professional services agreement with KL Engineering for inspection services for Whispering Coves Phase I, in an amount not to exceed \$347,244.00, and contingent upon legal review of contract language. Motion carried 2-0.
8. There were no updates shared other than as in the Engineer Report included in the packet and posted on the city website.
9. MOVED by Touchett, seconded by Kemp, to adjourn at 5:43pm. 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.

Public Works/Sewer & Water Committee

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

Item (4) Awarding Contract for Project 2020-107, Rapid Rectangular Flashing Beacon pedestrian improvements

The RRFB project consists of the installation of RRFB at four intersections listed below:

- North Main St and St. Andrews Church Driveway
- North Nine Mound Rd and Edward St
- South Nine Mound Rd and Military Ridge State Trail
- Whalen Rd and Military Ridge Dr.

Three bids were received for the project referenced above and are listed below in order lowest to highest:

- Cummings and Turk, Inc. of Mount Horeb, WI in the amount of \$20,905.00.
- Red Arrow Electric of Fort Atkinson, WI in the amount of \$22,300.00
- QSP Utility of Waterford, WI in the amount of \$61,300.00.

The estimate with contingencies was \$26,950.

Cummings and Turk has completed or currently working on other projects within the City of Verona. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Cummings and Turk has the personnel, equipment and financial assets necessary to complete project 2020-107, RRFB pedestrian improvements.

Item (5) Developer's agreement for Kettle Creek Phase 3 public improvements

City staff and City Attorney have worked with the developer for Kettle Creek North in preparation of the Developer Agreement. The agreement anticipates that construction of the public improvements to serve the phase will commence in late April of 2020 and will be substantially completed on or about September 30, 2020, pending permit approvals. Phase 3 is the extension of Esker Drive towards route of Tamarack Way.

Item (6) Professional services agreement with JT Engineering for inspection services for development of the "Woods at Cathedral Point"

This agreement is for inspection services at "Woods at Cathedral Point" for the public improvements. JT Engineering is also working for the City with administering street opening permits for utility projects.

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 \$96,810 and be contingent upon legal counsel review of the contract language.

Item (7) Intergovernmental Agreement for the Madison Area Municipal Storm Water Partnership.

This IGA with MAMSWAP is a renewal of an expired agreement. The IGA is for the cooperation between adjacent communities for the storm water information and education as part of our Municipal Separate Storm Sewer System permit (MS4). This is a four year agreement with a cost ranging from \$5,212 in 2020 to \$6,335 in 2024.

Item (8) Amendment No. 1 for Construction Related Services with AECOM at Project ID 2017-115, Well 6.

This amendment is for additional and extended services provided during the construction of Well 6. The services provide are as follows:

- Design revisions requested by staff
 - Sanitary sewer upsizing
 - Road design revisions ensure integrity due to field conditions
 - Chemical room containment and equipment
- Extension of contract time
- Additional shop drawing review and/or substitutions

This amendment is for additional \$35,950 above the original contract of \$130,150, therefore a new contract value not to exceed \$166,100.



City of Verona

Public Works Department
410 Investment Court
Verona, WI 53593

Phone: (608) 845-6695 Fax: (608) 845-5761
Email: theran.jacobson@ci.verona.wi.us

March 17, 2020

Verona City Council Members
111 Lincoln Street
Verona, WI 53593

Subject: **Letter of Recommendation**
2020-107, 2020 RRFB Installation Project

Dear Council Members:

In accordance with the Official Notice to Bidders, the office of the Public Works Director accepted sealed bids for the above named project until 11:00 a.m. local time on March 13, 2020. Following the close of bidding, the bids received were publicly opened and read aloud. Staff has reviewed the bids received. A copy of the Bid Tabulation is attached.

Three bids were received and are listed below in order lowest to highest:

- Cummings and Turk, Inc. of Mount Horeb, WI in the amount of \$20,905.00.
- Red Arrow Electric of Fort Atkinson, WI in the amount of \$22,300.00
- QSP Utility of Waterford, WI in the amount of \$61,300.00.

The estimate with contingencies was \$26,950.00.

Cummings and Turk, Inc is currently a subcontractor for the VASD New High School Public Improvements project and their work has been satisfactory. Cummings and Turk also successfully completed an RRFB project on Old CTH PB in 2018 for the Wisconsin Department of Transportation. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Cummings and Turk has the personnel, equipment and financial assets necessary to complete the 2020-107, 2020 RRFB Installation Project.

I would therefore recommend that the City of Verona accept the bid of Cummings and Turk for the 2020-107, 2020 RRFB Installation Project and recommend awarding a contract to Cummings and Turk in the amount of \$20,905.00.

The intersections to receive an RRFB included in the project are as follows:

- North Main St and St. Andrews Church Driveway
- North Nine Mound Rd and Edward St
- South Nine Mound Rd and Military Ridge State Trail

- Whalen Rd and Military Ridge Dr.

I will be pleased to answer any questions concerning the recommendations set forth.

Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Theran P. Jacobson', with a stylized flourish extending to the right.

Theran P. Jacobson, P.E.
Public Works Director

Drafted / reviewed by:
EAS/tpj

S:\PROJECTS\2020-107_RRFB INSTALLATION\DESIGN - PERMITTING - BIDDING\BIDDING\LETTER OF RECOMMENDATION\2020-107, RRFB
INSTALLATION LETTER OF RECOMMENDATION_2020-03-17.DOCX

**KETTLE CREEK NORTH
DEVELOPMENT AGREEMENT –
PHASE 3**

This Kettle Creek North Development Agreement – Phase 3 (the “Phase 3 Agreement”) is made this ____ day of _____, 2020, by and between H&H Properties I, LLC, a Wisconsin limited liability company (the “Developer”), and the City of Verona, a Wisconsin municipal corporation (the “City”).

RECITALS

- A. On June 12, 2017, the City and the Developer executed the Kettle Creek North Development Agreement – Phase 1 (the “Phase 1 Agreement”), which Phase 1 Agreement was recorded with the Dane County Register of Deeds Office on July 10, 2017 as Document No. 5339899.
- B. On June 25, 2018, the City and the Developer executed the Kettle Creek North Development Agreement – Phase 2 (the “Phase 2 Agreement”), which Phase 2 Agreement was recorded with the Dane County Register of Deeds Office on July 30, 2018 as Document No. 5429407.
- C. The Developer now wishes to proceed with Phase 3 of the development, including the installation of public improvements to serve Phase 3.
- D. The Phase 1 Agreement, the Phase 2 Agreement, and this Phase 3 Agreement pertain to the development of land in the plat of Kettle Creek North, recorded with the Dane County Register of Deeds Office on the 13th day of April, 2017, in Volume 60-072B of Plats, pages 386 to 391, as Document No. 5318117, located in the City of Verona, Dane County, Wisconsin
- E. The parties acknowledge that they enter into this Phase 3 Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions and liabilities.

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

- 1. Recital E of the Phase 1 Agreement is amended to include identification of Phase 3 of the Subdivision as follows: Phase 3 of the Subdivision, consisting of ten (10) lots, Lot 1 through 6 and Lots 16 through 19 (“Phase 3”).

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
City of Verona
Attn: City Clerk
111 Lincoln Street
Verona, WI 53593

P.I.N.
See Exhibit A

2. Except as modified by Sections 3 through 8 below, the Phase 1 Agreement shall apply to Phase 3 of the Subdivision to the same extent that it applies to Phase 1. For avoidance of doubt, in all instances where the Phase 1 Agreement required the Developer to take action or complete an Improvement within Phase 1, the action or Improvement is now required to be taken or completed in Phase 3.

3. Article I, Section A.3.a. of the Phase 1 Agreement is amended by this Phase 3 Agreement to read as follows:

It is contemplated that construction of the Improvements shall commence on or about April 20 _____, 2020 and shall be substantially completed on or about September 30 _____, 2020; however, the actual commencement date of construction and the projected completion date shall be determined by the contract between the Developer and its contractor(s), subject to approval by the City.

4. The parties agree and acknowledge that for Phase 3, no water service or sanitary sewer lateral is required for parklands. City acknowledges that no parkland is within or adjacent to Phase 3.

5. Article I, Section B.8. of the Phase 1 Agreement is amended by this Phase 3 Agreement to read as follows:

8. Storm Sewer and Storm Water Management Facilities.

a. The Developer shall furnish, construct and install storm sewers and storm water management facilities for Phase 3 in accordance with the design plans prepared by D’Onofrio Kottke and Associates, Inc. and as approved by the City Engineer. All storm sewer construction shall be done in accordance with construction standards of the City and shall be completed prior to the application of the binder course of asphalt street pavement. The Developer shall provide all storm water runoff calculations requested by the City Engineer to determine the adequacy of the facilities.

b. The Developer agrees and acknowledges that the Plat, as approved, does not contain sufficient storm water management facilities to handle storm water from the entire Subdivision. The Developer may proceed with Phase 3 of the Subdivision, so long as the storm water from Phase 3 remains within the Subdivision or is discharged to the City storm water system to the south of the Subdivision.

The Developer shall not proceed with a phase of the Subdivision within the watershed draining toward the north neighborhood unless and until the Developer either (i) provides temporary storm water facilities within the plat for said phase (ii) seeks approval by the City of an amended Plat,

which amended Plat shall contain sufficient storm water management facilities to serve that portion of the Subdivision which drains to the north, or (iii) pays to the City (or a third party) an amount to be determined by the City and at a time determined by the City, for off-site storm water management, with all decisions being in the City's sole discretion. The purpose of the payment in the preceding sentence shall be to help cover costs associated with the construction of storm water facilities on adjacent property (or properties), including costs related to land being set aside for the storm water facilities, which facilities serve the storm water from the Subdivision.

Further, the Developer agrees and acknowledges that the City, in its sole discretion, may establish a storm water management district that would include land within the Subdivision. The purpose of the storm water management district would be to collect annual charges from the land within the Subdivision to pay costs associated with maintaining and managing storm water facilities on adjacent property (or properties), which facilities serve the storm water from the land within the Subdivision.

6. Article I, Section B.14. of the Phase 1 Agreement shall not apply to the Phase 3.
7. The estimated fees for Phase 3, as described in Article II of Phase 1 Agreement, are as follows:
 - a. The City estimates the MMSD fees to be \$0. MMSD fees were paid as part of Phase 2 in 2018 under MMSD file No. 2018-067.
 - b. The City estimates the Water Impact Fee to be \$3,971.86, and the Sanitary Sewer Connection Fee to be \$6,796.19.
 - c. The estimated park fees total is \$12,030.
8. The amount of the letter of credit in Article IV, Section A.1. is \$262,237.50.
9. Except as modified herein, the Phase 1 Agreement and the Phase 2 Agreement shall be and remain in full force and effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

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: _____

H&H PROPERTIES I, LLC

By _____
Name: Tony Heinrichs
Title: Member

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named Tony Heinrichs, to me known to be a member in H&H Properties I, LLC, and the person who executed the foregoing instrument and acknowledged the same.

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

Attachments: Exhibit A – Phase 3 Parcel Identification Numbers

This instrument drafted by:
Bryan Kleinmaier
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

EXHIBIT A

PHASE 3 PARCEL IDENTIFICATION NUMBERS

286/0608-094-0056-2

286/0608-094-0045-2

286/0608-094-0034-2

286/0608-094-0023-2

286/0608-094-0012-2

286/0608-094-0001-2

286/0608-094-0199-2

286/0608-094-0188-2

286/0608-094-0177-2

286/0608-094-0166-2

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

This Contract Agreement is made and entered into this 2nd day of March 2020 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 April 20, 2020 and shall be completed by December 1, 2020.

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	\$91.00 ⁽¹⁾
Project Manager	\$110.00

- (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 \$96,810.00 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
Executive Vice President

By: _____
Luke Diaz, Mayor

Date: 3/10/2020

Date _____

By: _____

By: _____
Ellen Clark, City Clerk

Date: _____

Date _____

SCOPE OF SERVICES COMMENTARY

PROJECT: The Woods at Cathedral Point 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

**INTERGOVERNMENTAL AGREEMENT TO FUND A POSITION RESPONSIBLE FOR
STORM WATER INFORMATION, EDUCATION AND OUTREACH COORDINATION
FOR THE MADISON AREA MUNICIPAL STORM WATER PARTNERSHIP (MAMSWaP)**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as this “Agreement,” made and entered into by, between and among the Cities of Fitchburg, Madison, Middleton, Monona, Stoughton, Sun Prairie and Verona; the Villages of Cottage Grove, Cross Plains, DeForest, Maple Bluff, McFarland, Shorewood Hills, Waunakee and Windsor; the Towns of Blooming Grove, Burke, Madison, Middleton and Westport; Dane County; and the University of Wisconsin–Madison, hereinafter referred to individually as “Party” and collectively as the “Parties,” which will include other municipalities that may join after this Agreement has been signed by the Parties listed.

WITNESSETH:

WHEREAS, many of the Parties entered into a Cooperative Agreement to jointly apply for a storm water discharge permit, hereinafter referred to as the “Permit”, under Chapter NR 216 of the Wisconsin Administrative Code in April, 2000; and

WHEREAS, this group intends to work cooperatively on storm water information, education and outreach, notwithstanding the fact that there may not be a continuing group Permit; and

WHEREAS, one of the required work elements of each Party’s NR 216 permit is the operation of an information, education and outreach program; and

WHEREAS, many of the Parties previously signed an agreement to jointly develop, coordinate and implement an information, education and outreach program from May 2004 through April 2009 and May 2009 through December 2013 and January 2014 through December 2018 (extended to December 2019); and

WHEREAS, the materials and products that result from this joint effort are expressly developed for the Parties to partially fulfill their information and education permit obligations; and

WHEREAS, the Parties agree, pursuant to sec. 66.0301, and Ch. 36, Wis. Stats. to obtain the services of a sixty percent employee of Dane County to provide information, education and outreach services to partially meet the requirements and components of each Party’s NR 216 Stormwater Discharge Permit as detailed in the Madison Area Municipal Storm Water Partnership 2020-2024 Storm Water Information, Education and Outreach Plan.

NOW, THEREFORE, in consideration of the above premises and the covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each Party for itself, the Parties agree to the following:

1. Dane County shall maintain a 60% position (1,248 hours annually or as many hours as funding allows), hereinafter referred to as the “Position,” in its Land & Water Resources Department’s (LWRD) and limited term employees to provide information, education and outreach services in furtherance of the storm water

management programs conducted under each Party's permit. If any party fails to make their respective contribution by the due date as required by Exhibit A, the Party may be suspended from receiving services under this agreement and may be subjected to a breach of contract claim by Dane County or any other Party.

The Position shall be funded by the Parties as set forth in Exhibit A. Fees are based on 2010 Census population data. When a municipality wishes to join the information, education and outreach plan effort, it shall pay the amount set forth in Exhibit A based on its population from 2010 Census data. If a municipality joins mid-year, its amount will not be prorated. Additional municipalities' contributions shall not lessen the amount of the Parties' contributions set forth in Exhibit A, but shall be utilized for salary, benefits, and programmatic expenses directly related to the MAMSWaP. The municipality wishing to join the effort shall sign onto this Agreement and be afforded the benefits of the information, education and outreach program that are made available to all Parties.

Dane County shall provide annual documentation of direct and indirect expenses incurred with staffing the I&E position. Costs would include direct salary and benefits of staff and supervisors as well as indirect costs such as work space and support. This report for prior year shall be presented to agreement signatories on or before March 31 annually.

Should the Position become vacant, Dane County shall take all reasonable measures to assure that it is filled or its duties reassigned. During the time the Position is vacant, the LWRD Water Resource Engineering Division Manager shall assign other equivalent staff to complete the duties of the Position and shall notify all Parties in writing.

2. The Parties shall continue to operate and maintain the Information and Education Committee, hereinafter referred to as I&E Committee, previously created under the Madison Area Municipal Storm Water Partnership. The I&E Committee shall provide guidance and oversight to the Position, which is directly supervised by the LWRD Water Resource Engineering Division Manager. The five-year outreach plan developed by the I&E Committee will direct the Position's activities.

The materials and products that result from this joint effort are expressly developed for the Parties to partially fulfill their Information and Education permit obligations.

The I&E Committee shall meet a minimum of four (4) times per year. The I&E Committee shall consist of representatives of the Parties to this Agreement. The Position shall staff the I&E Committee. There is no maximum number of members for the I&E Committee. Any representative of a Party to this Agreement may be a member of the I&E Committee. At a minimum, the I&E Committee shall be comprised of one representative from Dane County, one representative from UW-Madison, one representative from City of Madison, one representative from remaining Party cities, one representative from villages, and one representative from towns (for a total of six (6)). The I&E Committee shall continue to solicit the advice and consultation of the Wisconsin Department of Natural Resources and the University of Wisconsin Cooperative Extension.

3. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all Parties.
4. Upon execution by all Parties, this Agreement shall become effective, superseding the previous agreement that was in place through December 2018, and shall end December 31, 2024 unless the Parties agree to a longer period. This Agreement may be amended and extended at any time upon the mutual agreement of all of the Parties.
5. Dane County shall invoice each of the Parties the amount set forth in Exhibit A commencing January 1, 2020 and every January 1 for years 2021, 2022, 2023 and 2024. Invoices are payable in 30 days.

6. **TERMINATION OF AGREEMENT**

In the event that any Party determines that it is in its best interest to terminate participation in this cooperative agreement with Dane County and all other Parties to this Agreement for storm water information, education and outreach, the Party may do so at any time by taking the following action:

- A) The Party shall send written correspondence to the Dane County LWRD Water Resource Engineering Division Manager and the Wisconsin Department of Natural Resources indicating its desire to terminate participation in this Agreement.

This correspondence shall include an official resolution or documented action indicating that the requested termination has been authorized by a governmental body possessing the legal authority required to terminate this Agreement, and that the signatories to this correspondence are duly authorized to sign a correspondence terminating their participation in this Agreement.

- B) Upon receipt of this correspondence, the Dane County LWRD Water Resource Engineering Division Manager shall deem the requesting party removed from the information and education joint agreement at the end of the year in which the request is made.

7. In the event that a Party withdraws and terminates its participation in this Agreement, the withdrawing Party shall be responsible for its financial contribution with regard to this Agreement until December 31 of the year the Party withdraws. No partial refund based on the date of withdrawal by the Party shall be given.

When a withdrawing Party is no longer financially responsible under this paragraph, the cost shall be re-apportioned among the remaining Parties based upon each Party's respective proportional contribution as set forth in Exhibit A if the termination results in the funding contribution total to be less than \$25,000 for programmatic

expenses plus the amount needed to fund the Position's salary and benefits for the year following the time of termination.

8. NON DISCRIMINATION

In performance of services under this Agreement, the parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

9. PERFORMANCE

Each Party to this Agreement hereby certifies that it possesses the legal authority required to enter into this Agreement, and that the signatories to this Agreement are duly authorized to sign and that its designated representatives are authorized to act in matters pertaining to this Agreement and to provide required reports and file data as may be required.

10. THIRD PARTY RIGHTS

This agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, or repeal existing rights, benefits or privileges of any third party or parties. Nothing contained herein is intended as a waiver by any party of the defenses and immunities contained within the Wisconsin Statutes, including Sec. 893.80.

11. EXECUTION IN COUNTERPART

Each Party to this Agreement acknowledges that this Agreement may be executed in counterparts by duly authorized signatories and that the final contract and the cumulative counterpart signature pages shall be considered an original document with the full force and effect as if one copy of the contract was circulated to all parties for signature.

IN WITNESS WHEREOF, the Cities of Fitchburg, Madison, Middleton, Monona, Stoughton, Sun Prairie and Verona; the Villages of Cottage Grove, Cross Plains, DeForest, Maple Bluff, McFarland, Shorewood Hills, Waunakee and Windsor; the Towns of Blooming Grove, Burke, Madison, Middleton, and Westport; Dane County; and the University of Wisconsin–Madison, hereto have caused this Agreement to be executed by their proper officers.

EXHIBIT A
FINANCIAL CONTRIBUTIONS TOWARD POSITIONS RESPONSIBLE FOR
STORM WATER INFORMATION, EDUCATION AND OUTREACH

The contributions per Party listed below for 2020 assume a 60% (1,248 hours annually) annual salary and benefits package of approximately \$50,000 based on the 2019 rate of pay for the Position, a 50% LTE (1,040 hours annually) annual salary of approximately \$25,000 and a base annual programmatic budget of \$25,000 for information, education and outreach materials and supplies. Any funds received that are not used for salary and benefits package will be carried forward and available for programmatic expenses in the following year.

The Salary and Benefits paid for the positions in the 2nd and subsequent years shall be based upon a 5% annual increase as shown in the following example (rounded to next highest dollar): year one (1) contribution \$1000, year two (2) \$1000 + \$1000*(0.05) = \$1050.00, year three (3) = \$1050 + \$1050*(0.05) = \$1103.

The programmatic budget for implementing the information and education plan is \$25,000 annually. The programmatic budget shall be increased at 5% per year using the same process described above for the Salary and Benefits portion of this EXHIBIT A.

Billing invoice amounts reflecting salary and benefits and programmatic funds shall be reviewed by the I&E Committee. If the accumulated programmatic balance exceeds \$25,000 in any given year, the I&E Committee has discretion to credit member municipalities with written notice sent to all Parties in the Agreement.

Additional increases to the Position salary (in the case of a reclassification of Position incumbent) or programmatic budgets are allowed provided the budget amendment is approved by the I&E Committee and written notice sent to all Parties in this Agreement.

Any proposed changes shall be sent by July 1 of the year preceding the proposed change so that municipalities have adequate time to budget for the additional costs. Additional costs shall be apportioned among the Parties based upon their respective proportional contribution as set forth herein.

The Position shall pursue grant opportunities wherever possible to supplement the programmatic budget and shall be responsible for submittal of those grant requests on behalf of the Parties to this Agreement.

MUNICIPALITY	2010 Population	January-December 2020 Fee	Category
Dane County*, **	N/A	NA	
UW-Madison*	N/A	\$4,184	5
City of Madison	233,209	\$16,742	1
City of Sun Prairie	29,364	\$9,366	2
City of Fitchburg	25,260	\$9,366	2
City of Middleton	17,442	\$6,278	3
City of Stoughton	12,611	\$5,212	4
Village of Waunakee	12,097	\$5,212	4
City of Verona	10,619	\$5,212	4

Village of DeForest	8,936	\$4,184	5
City of Monona	7,533	\$4,184	5
Village of McFarland	7,808	\$4,184	5
Village of Windsor	6,345	\$4,184	5
Town of Madison	6,279	\$4,184	5
Village of Cottage Grove	6,192	\$4,185	5
Town of Middleton	5,877	\$4,185	5
Village of Westport	3,950	\$2,093	6
Village of Cross Plains	3,538	\$2,093	6
Town of Burke	3,284	\$2,093	6
Town of Blooming Grove	1,815	\$2,093	6
Village of Shorewood Hills	1,565	\$2,093	6
Village of Maple Bluff	1,313	\$2,093	6
TOTAL		\$103,421	

* Contribution not based on population.

** The Parties agree that Dane County does not invoice itself, but rather contributes in-kind with office space; phone, computer, printer and other equipment; internet access; Information Management and other staff support; access to vehicles; supervision; and other overhead.

MUNICIPALITY	2020 Contribution	2021 Contribution	2022 Contribution	2023 Contribution	2024 Contribution	Cate- gory	2010 popul- ation
Dane County	NA	NA	NA	NA	NA	5	N/A
UW-Madison	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	N/A
City of Madison	\$16,742	\$17,579	\$18,458	\$19,381	\$20,350	1	233,209
City of Sun Prairie	\$9,366	\$9,834	\$10,326	\$10,842	\$11,384	2	29,364
City of Fitchburg	\$9,366	\$9,834	\$10,326	\$10,842	\$11,384	2	25,260
City of Middleton	\$6,278	\$6,592	\$6,921	\$7,268	\$7,631	3	17,442
City of Stoughton	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	12,611
Village of Waunakee	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	12,097
City of Verona	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	10,619
Village of DeForest	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	8,936
City of Monona	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	7,533
Village of McFarland	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	7,808
Village of Windsor	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	6,345
Town of Madison	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	6,279
Village of Cottage Grove	\$4,185	\$4,395	\$4,614	\$4,845	\$5,087	5	6,192
Town of Middleton	\$4,185	\$4,395	\$4,614	\$4,845	\$5,087	5	5,877
Town of Westport	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,950
Village of Cross Plains	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,538
Town of Burke	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,284
Town of Blooming Grove	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,815
Village of Shorewood Hills	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,565
Village of Maple Bluff	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,313
Total:	\$103,421	\$108,592	\$114,021	\$119,723	\$125,709		

Category	2010 Census Population
1	>50,000
2	20,000-49,999
3	15,000-19,999
4	10,000-14,999
5	5,000-9,999
6	<5,000

FOR THE CITY OF FITCHBURG

Aaron Richardson, Mayor

Date

Patti Anderson, City Clerk

Date

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

Dane County

(Type or Print Name of Contracting Entity)

By:

Joseph T. Parisi, County Executive

Date:

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By:

Satya Rhodes-Conway, Mayor

Date:

Approved:

David P. Schmiedicke, Finance Director

Date:

Eric T. Veum, Risk Manager

Date:

By:

Maribeth Witzel-Behl, City Clerk

Date:

Approved as to Form:

Michael P. May, City Attorney

Date:

FOR THE CITY OF MIDDLETON

Gurdip Brar, Mayor

Date

Lorie J Burns, City Clerk

Date

William M Burns, Finance Director

Date

Lawrence E Bechler, City Attorney

Date

FOR THE CITY OF MONONA

Mary K. O'Connor, Mayor

Date

Joan Andrusz, City Clerk

Date

FOR THE CITY OF STOUGHTON

Tim Swadley, Mayor

Date

Holly Licht, City Clerk

Date

FOR THE CITY OF SUN PRAIRIE

Aaron Oppenheimer, City Administrator

Date

FOR THE CITY OF VERONA

Luke Diaz, Mayor

Date

Ellen Clark, City Clerk

Date

FOR THE VILLAGE OF COTTAGE GROVE

John Williams, Village President

Date

Lisa Kalata, Village Clerk

Date

FOR THE VILLAGE OF CROSS PLAINS

Bill Chang, Village Administrator/Clerk

Date

Jay Lengfeld, Village President

Date

FOR THE VILLAGE OF DEFOREST

Judd Blau, Village President

Date

LuAnn Leggett, Deputy Administrator/Clerk

Date

FOR THE VILLAGE OF MAPLE BLUFF

Timothy R. O'Brien, Village President

Date

Sarah R. Danz, Village Clerk

Date

FOR THE VILLAGE OF MCFARLAND

Brad Czebotar, Village President

Date

Cassandra Suettinger, Village Clerk/Treasurer

Date

FOR THE VILLAGE OF SHOREWOOD HILLS

David J. Benforado, Village President

Date

Karla Endres, Village Clerk

Date

FOR THE VILLAGE OF WAUNAKEE

Chris Zellner, Village President

Date

Caitlin Steine, Village Clerk

Date

FOR THE VILLAGE OF WINDSOR

Robert Wippenfurth, Village President

Date

Tina Butteris, Village Administrator

Date

FOR THE TOWN OF BLOOMING GROVE

Ronald Bristol, Town Chair

Date

Michael Wolf, Town Administrator

Date

FOR THE TOWN OF BURKE

Kevin Viney, Town Chair

Date

Brenda Ayers, Town Clerk

Date

FOR THE TOWN OF MADISON

James Campbell, Town Chair

Date

Renee Schwass, Town Business Manager/Clerk/Treasurer

Date

FOR THE TOWN OF MIDDLETON

Cynthia Richson, Town Chair

Date

Barbara Roesslein, Town Clerk

Date

FOR THE TOWN OF WESTPORT

Tom Wilson, Town Attorney/Administrator/Clerk-Treasurer

Date

FOR THE UNIVERSITY OF WISCONSIN - MADISON

Laurent Heller, Vice Chancellor for Finance and Administration

Date

FOR THE COUNTY OF DANE

Joseph T. Parisi, County Executive

Date

Amendment No. 1

This Amendment No. 1, with an effective date of _____, 2020 is issued under the Design Engineering Services Agreement (“Agreement”) dated April 23, 2018 by and between City of Verona, a Wisconsin Municipality (“Client”) and AECOM Technical Services, Inc. (“AECOM”); each also referred to individually as a “Party” and collectively as “Parties”. This Amendment modifies the Agreement as follows:

1. **Changes to the Services:**

See Exhibit A – Amended Scope of Work Description

2. **Change to Deliverables:**

None

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

None

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

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

[X] Time and Materials with a Not- to-Exceed amount of **(\$35,950)**. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Amendment is **\$166,100**

5. **Project Impact:**

None

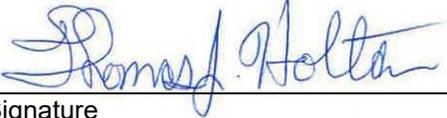
6. **Other Changes** (including terms and conditions):

None

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: City of Verona



Signature

Signature

Thomas J. Holtan

Printed Name

Luke Diaz

Printed Name

Wisconsin Water Business Leader

Printed Title

Mayor

Printed Title

April 8, 2020

Date

Date

Address
AECOM
1350 Deming Way, Suite 100
Middleton, WI 53562

Address
City of Verona
111 Lincoln Street
Verona, WI 53593

Signature

Ellen Clark

Printed Name

City Clerk

Printed Title

[End of the Amendment]

Exhibit A

The City and AECOM agreed upon a scope, schedule, and fee for Construction Related Services (CRS) during the construction of Well 6 Pump Station. During the course of the project, additional work was needed outside of the original scope and fee. The construction administration time period was delayed by one year, and time from Notice to Proceed to Substantial Completion is anticipated to be extended by 180 days, a 45% increase in construction administration duration. The following is a description of scope and budget changes that occurred during the project:

A. Construction Staking

Change in Task Budget = **-\$6,700**

1. All construction staking is complete. No additional staking is anticipated.

B. Construction Administration

Change in Task Budget = **+\$56,750**

1. Whalen Road Sanitary Sewer Upsizing - Plans were revised for sanitary sewer along Whalen Road to be upsized from 8" to 12". DNR Sanitary Sewer Approval was requested and obtained. After DNR approval, plans were reissued to the Contractor and Change Order #1 was negotiated, approved, and issued. => +\$2,900
2. Access Road Changes - Plans were updated for Access Road (in future Liberty Drive R/W) to slope drive from west to east and have ditch on east side. Plans were reissued to the Contractor. => +\$2,400
3. Chemical Containment Changes - Plans and specifications were modified to incorporate requested changes to the chemical containment for the Chemical Rooms (addition of concrete curb containment and chemical tanks were changed), Work Change Directive #1 was issued and Change Order will be processed once pricing changes are received from Contractor. => +\$2,100
4. General Project Administration – Due to the increased amount of construction schedule from the original 400 days to an anticipated 580 days for Substantial Completion (180 days total), AECOM has needed to provide a corresponding amount of general project administration activities (e.g. reviews and recommendations of payment requests, requests for information, etc.). => +\$5,250
5. Construction Progress Meeting Management – AECOM has been preparing and circulating agendas, running construction progress meetings, and preparing and circulating minutes since the October 2, 2019 progress meeting requiring additional staff time than included in the original scope. The number of meetings has also increased from 14 to an expected 26. => +\$10,700
6. Substitution Requests and Shop Drawing Reviews – Numerous substitution requests have been provided by the Contractor and subcontractors and numerous shop drawings have been incomplete requiring additional staff time to review and track. =>+\$35,500

C. Well Head Protection Plan

Change in Task Budget = **+\$2,400**

1. Preparation of the well head protection plan is projected to be more than budgeted by \$2,400.

D. Construction Observation

Change in Task Budget = **-\$16,500**

1. Construction observation time is projected to be less than budgeted by \$16,500.

Budget Summary for Contract Amendment #1

	<u>Original Budget</u>	<u>Projected</u>	<u>Change</u>
A. Construction Staking	\$21,800	\$15,100	- \$ 6,700
B. Construction Administration	\$69,250	\$126,000	+\$56,750
C. Well Head Protection Plan	\$12,850	\$15,250	+\$ 2,400
D. Construction Observation	\$26,250	\$9,750	- \$16,500
Total Contract	\$130,150	\$166,100	\$ 35,950