

## **ENGINEERING SERVICES AGREEMENT**

This AGREEMENT (“Agreement”) is made as of October 11, 2023 by and between the VILLAGE OF KRONENWETTER (Village) and ROTH PROFESSIONAL SOLUTIONS (Consultant) which agree as follows:

### ***SECTION 1: SERVICES TO BE PERFORMED***

#### **A. SCOPE OF SERVICES**

Consultant shall perform or furnish professional services to upgrade Lift Station 8 (hereinafter LS8) & LS4 within TID2. Consultant shall generally provide planning, surveying, geotechnical, design, plans, specifications, permitting, supporting documentation. Services would conclude with the bidding and construction contract award.

The services to be provided include, but are not limited to the following:

#### **PROJECT C: Lift Station 8, Lift Station 4**

The following is a scope of work for the tasks involved in Lift Station #8 Replacement, and Lift Station #4 upgrade:

- Schematic Design & Analysis (Completed)
- Data Acquisition, Research, Mapping
- Geotechnical
- Design Report, Analysis
- Meetings (Updates, Site Visits & Municipal)
- Utilities Coordination, Power Service Upgrade & Connections
- Engineering Plans & Specifications
  - Civil Sheets, Mechanical Sheets, Electrical Sheets, Process & Related Site Infrastructure, Forcemain, Air Release Manholes
- Permitting & Submittals
- Bid Documents for Sitework, Concrete, Metals, Pumps, Equipment, Piping, Manholes, Electrical, Instrumentation, Finishes
- Coordinate Bidding and Contracting Process to a Contract Award
- Construction services are not included and will be separately contracted

#### **B. COMPENSATION**

Consultant shall provide professional services for Project C as authorized by the Village, with one (1) project/billing format. The Consultant has estimated 575 hours, not including subconsultants. Subconsultants shall be billed through RPS and will appear on the invoice with their respective itemization. Services are to be compensated on an allocated lump sum fee for each analysis part as follows:

**\$ 80,000 LS8 & LS4**

RPS Current Hourly Rates Through This Project Phase:

RPS President, Project Manager	\$150/hr
RPS Surveyor	\$130/hr
Project Engineer, Modeler	\$120/hr
Staff Engineer or Associate	\$100/hr
Technician	\$95/hr

**C. PROFESSIONAL STANDARDS**

In conducting the services, Consultant and its designated Sub-Consultants. will apply current professional judgment and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Village acknowledges that “current professional standards” shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later established standards.

**D. CONSULTANT’S AUTHORIZED REPRESENTATIVE**

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant’s policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Village shall be subject to the approval of the Village Administrator.

Principal Municipal Engineer and Main Contact: Robert J. Roth, PE

Design Engineer, Modeler:	Yuanyuan Zhao, PE, PhD
Engineering Technician:	Wayne Casper
Alternate Engineering Assistance:	Chuck Leet, PE
	Ed Kallas, PE
	Kalvin Klimeck, RLS, PE
Geotechnical Subconsultant:	PSI Intertek
	Jeff Fischer, PE
Surveying:	Kalvin Klimeck, RLS, PE

**E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED**

1. All documents developed as a result of this Agreement are instruments of service with respect to this project. The Village shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third-party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Village has directly or indirectly paid Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the Village or persons acquiring the documents through the Village.

2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to this Agreement and make copies thereof available to the Village upon request. Digital copies shall be provided in any format requested by the Village at any time. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Village for safekeeping.

## ***SECTION II – VILLAGE RESPONSIBILITIES***

### **A. VILLAGE RESPONSIBILITIES FOR PROJECT**

The Village, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement, upon request. Unless otherwise specified, Consultant may rely upon information furnished by the Village's authorized officers and employees without independent verification.
2. Schedule and properly notice public meetings as identified within the scope. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, landowners, concerned citizens, etc.
3. Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this Agreement. Direct communication(s) by the Village to individual property owners may also be required.
4. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services or any defect or nonconformance in Consultant's services or in the work of any Contractor.
5. Furnish data in the Village's possession prepared by others to Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.
6. Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.
7. Consultant shall not be responsible for the accuracy and completeness of data furnished by the Village, including, but not limited to, computations, record drawings, and maps furnished by the Village.
8. The Village agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

**B. VILLAGE’S AUTHORIZED REPRESENTATIVE**

The Village’s Authorized Representative under this Agreement shall be the Director of Public Works, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define the Village’s policies and decisions with respect to Consultant’s services under this Agreement.

**SECTION III – PERIOD OF SERVICES**

**A. TIMETABLE**

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the Village and Consultant. However, the parties mutually agree as part of this Engineering Services Agreement that the following timetable shall apply to this project:

1. Contract execution	October 25, 2023
2. Document collection, evaluation, mapping	Completed
3. Initial Utility Coordination	December 15, 2023
4. Survey	November 15, 2023
5. Preliminary 50% Plans/Design	January 15, 2024
6. Final Utility Coordination	February 15, 2024
7. 90% Project Plans	February 28, 2024
8. WDNR Submittal	March 2024
9. Full Plans 100%, Specifications	March 2024
10. Bid Project	March-Early April, 2024
11. Award Contract	May 2024
12. Construction Start	As Soon as Summer 2024

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant. Due to the public involvement required for the project, this timeframe could be subject to delays. This can be from extended easement or right-of-way acquisition discussions, additional required public involvement or other outside jurisdictional requirement.

**B. TERM OF AGREEMENT**

This Agreement shall commence as of the date set forth above and shall expire on the date upon which the final documents for all parts of project are received by the Village.

**C. TERMINATION OF AGREEMENT**

1. The obligation to provide further services under this Agreement may be terminated:
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited

**E. DISPUTE RESOLUTION**

1. In the event a dispute shall develop between the Village and Consultant arising out of or related to this Agreement, the Village and Consultant agree to use the following process to resolve the dispute:
  - a. The Village and Consultant agree to first negotiate all disputes between them in good faith.
  - b. If the Village and Consultant are unable to resolve the dispute by negotiation as described above, the Village and Consultant agree to submit the dispute to non-binding mediation.
    - 1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.
    - 2) If the Village and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.


**F. SEVERABILITY**

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**VILLAGE OF KRONENWETTER**

  
\_\_\_\_\_  
Chris Voll, Village Board President

  
\_\_\_\_\_  
CONSULTANT

By: Robert J. Roth of RPS

Date: 10/26/2023

Date: \_\_\_\_\_

failures.

2. By Consultant upon seven days written notice if the Village has failed to pay for previous services rendered and its account is more than 90 days past due.
3. By Village effective upon the receipt of the Village's notice by Consultant.
  - a. In the event of termination not based on Consultant's failure to perform, Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the reasonable values of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

## ***SECTION V – GENERAL PROVISIONS***

### **A. INSURANCE**

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Village. Consultant shall provide the Village with a certificate of insurance upon request showing the required coverage.

### **B. ENTIRE AGREEMENT**

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

### **C. INDEMNIFICATION**

The Consultant hereby expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of services pursuant to this Agreement. The Consultant further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for failure of the Village to perform under this agreement. The Consultant is not an agent or employee of the Village.

### **D. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.