

ENGINEERING SERVICES AGREEMENT

This AGREEMENT (“Agreement”) is made as of August __, 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, as outlined in the “Request for Proposals: TID 2 Project A & B as outlined below (Hereinafter, RFP). The Consultant shall provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, assessment and supporting documentation.

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

PROJECT A – Beranek Road Reconstruction, Trail, Utilities

The scope of services Project A shall be worked concurrently with Project B.

PROJECT B - Flanner, Jamroz, Village Road Reconstruct & Drainage

The scope of services for Project B is to be concurrent with Project A. Project B includes stormwater planning and administration which will include easement or right-of-way acquisition. Traditional road rehabilitation is planned in the work. The water and sewer utilities will be limited, that will cover manhole inspections for the repair or replacement of manholes or manhole castings .valves integral with pavement construction. A new water main connection between the south end of Jamroz to west end of Village roads. Utility coordination will be required, but it is not likely that ordinary gas and electric facilities will require major relocation.

The following is a summary of services:

- Prepare project schedule based on 50%, 90%, 100% bid plans
- Title work by Surveyor
- Comprehensive road and R/W survey
- Geotechnical/borings completed and located
- Project mapping, data, CAD development
- Due diligence on initial permitting
- Preliminary drainage plan, 50%
- Prepare public participation plan, including assessment process
- Initiate public contacts – direct property owner involvements
- Meet with DPW and Staff on project coordination, data, conditions
- Preliminary design report (pavement, base, etc.) 50%
- Utilities coordination

- Drainage analysis and report 90%
- Street lighting plans
- Erosion control plans
- Project plans and specifications 90%
- Preliminary assessment roll
- Municipal presentation/delivery
- Preliminary assessment report
- Finalize permitting
- Public involvement meeting(s)
- Bid documents 100%
- Public hearing for assessments pursuant to Wis. Stats.
- Bid opening & contracts
- Final assessment roll and report

Exclusions:

- Right-of-Way or Easement Land Cost Negotiation
- Environmental, Ecological or Archaeological Mitigation Services, Wetland Delineations
- Railroad Coordination (for a railway obstruction)
- Retaining Wall Design (not anticipated)

B. COMPENSATION

Consultant shall provide professional services through each of the two (2) specified parts of the project as authorized by the Village, with those services being combined for one (1) project/billing format. The Consultant has estimated 625 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:

\$ 107,500

RPS Current Hourly Rates Through This Project Phase:

RPS President, Project Manager	\$150/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

E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED

1. All documents developed because 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 with 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 the 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 and kick-off meeting	September 15, 2023
2. Data collection, evaluation, mapping	October 15, 2023
3. Initial Utility Coordination	October 15, 2023
4. Survey	October 15, 2023
5. Preliminary Drainage Study	October 30, 2023
6. Preliminary 50% Plans/Design	October 31, 2023
7. Public Information Meeting	October 2023
8. Final Utility Coordination	December 15, 2023
9. 90% Project Plans and Final Drainage Study	December 15, 2023
10. Presentation to Village Staff	December 30, 2023
11. Public Information Meeting (Optional)	December 2023
12. Full Plans 100%, Specifications	February 2023
13. Bid Project	March 2024
14. Award Contract	April 2024
15. Project Completion	December 2024

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

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 value 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 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 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.

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: _____

Date: _____

Date: _____

Date: _____

Bobbi Birk-LaBarge, Clerk