

## **ENGINEERING SERVICES AGREEMENT**

This AGREEMENT (“Agreement”) is made as of January 8, 2024 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**

The Consultant shall perform or furnish professional services, as outlined herein for design of Phase 1 Lower Kronenwetter Drive & Miscellaneous Streets and Phase 2 Upper Kronenwetter Drive to Kowalski Road. The Consultant shall generally provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, assessment and supporting documentation.

#### **DETAILS OF SERVICES**

1. The consultant’s firm, including principals, project managers, and key personnel, shall have relevant experience with similar work and shall be competent to perform the services required for the project scope.
2. The work contemplated is professional in nature. It is understood that the consultant, acting as an individual, corporation, or other legal entity, is of professional status, is licensed to perform in the State of Wisconsin, is licensed for all applicable professional disciplines requiring licensing, and shall be governed by the professional ethics of said professions in its relationship to the Village.
3. It is understood that all reports, information, or data prepared or assembled by the consultant for the benefit of the Village of Kronenwetter and shall not be made available in whole or in part to any individual or organization, except the Village of Kronenwetter, without the prior written approval of the Village of Kronenwetter.
4. The consultant shall be responsible for complying with local, state and federal codes, legislation procedures, and regulations affecting work in their profession.

#### **SCOPE OF SERVICES**

The Consultants shall perform or furnish professional services, as outlined herein, for design of Phase 1 Lower Kronenwetter Drive & Miscellaneous Streets and Phase 2 Upper Kronenwetter Drive to Kowalski Road. The Consultant shall generally provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, assessment and supporting documentation.

A phased approach will be taken for project compartmentalization and contracting, but not for timing of the design work contemplated in this contract. The services to be provided include, but are not limited to the following:

## **Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets Design**

The scope of services for Phase I shall include planning, design and construction documents for various roadway resurfacing or reconstruction of the following roadways (services herein are assumed to be full reconstruction for the purpose of engineering scope): (19,800 LF)

- Kronenwetter Drive from Maple Ridge Road to Village Limits
- Sedona Court (100%)
- Pinedale Lane (100%)
- Wedgewood Drive (100%)
- Windwood Road (100%)
- Oakdale Lane (100%)

The roadway bridge at the Bull Junior Creek is to be excluded from this scope, however, new approaches will be investigated for incorporation into this scope and will be included if technically feasible. The pedestrian walkpath & bridge will be excluded from resurfacing or replacement.

Scope of work includes the following services or work products:

1. Project Management
2. Land Surveying & Topography (ROW pins, 20' beyond ROW, Elevs.)
3. Geotechnical & Pavement Cores
4. Design Elements:
  - Base & Pavement Design
  - Culvert Evaluation/Inspection
  - Drainage & Hydrology for Culverts
  - Bridge Approach Design
  - Street Lighting Design
  - Utility Coordination
  - Safety Review
  - Environmental & Cultural Due Diligence
  - Public Participation Plan
  - Traffic Control Plans
  - Erosion Control Plans
  - Signage Plans
  - Design Report (DSR)
5. Permitting
6. Meetings
7. Specifications
8. Quantities
9. Bidding
10. Initial Contract Administration, Document Sets (3)

## Phase 2 - Upper Kronenwetter Drive to Kowalski Road Design

The scope of services for Phase II shall include planning, design and construction documents for various roadway resurfacing or reconstruction of the following roadway (services herein are assumed to be full reconstruction for the purpose of engineering scope): (9,500 LF)

- Kronenwetter Drive from Maple Ridge Road north to Kowalski

Scope of work includes the following services or work products:

1. Project Management
2. Land Surveying & Topography (ROW pins, 20' beyond ROW, Elevs.)
3. Geotechnical & Pavement Cores
4. Design Elements/Deliverables:
  - Base & Pavement Design
  - Culvert Evaluation/Inspection
  - Drainage & Hydrology for Culverts
  - Bridge Approach Design
  - Street Lighting Design
  - Utility Coordination
  - Safety Review
  - Environmental & Cultural Due Diligence
  - Public Participation Plan
  - Traffic Control Plans
  - Erosion Control Plans
  - Signage Plans
  - Design Report (DSR)
5. Permitting
6. Meetings
7. Specifications
8. Quantities
9. Bidding
10. Initial Contract Administration, Document Sets (3)

### B. COMPENSATION

Consultant shall provide professional services through Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets and Phase 2 - Upper Kronenwetter Drive to Kowalski Road as authorized by the Village. These services are to be compensated on an allocated lump sum fee for each analysis part as follows:

Phase 1 – Lower Kronenwetter Drive & Miscellaneous Streets

\$153,000 (\$114,000 Engineering, \$39,000 Geotechnical & Surveying)

Phase 2 – Upper Kronenwetter Drive to Kowalski Road

\$81,000 (\$60,000 Engineering, \$21,000 Geotechnical & Surveying)

**C. PROFESSIONAL STANDARDS**

In conducting the services, Consultant 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.

Consultant’s Authorized Representative: Robert J. Roth, PE, President

Surveying by: Point of Beginning, Inc.

Geotechnical by: Point of Beginning, Inc.

**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 and required public meeting, if necessary or recommended. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, land owners, 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.
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:

**January 8, 2024** – Contract for Planning & Design Agreement Executed

**January 9, 2024** – Planning/Engineering work commences ASAP. Survey work commences as weather allows. Geotechnical commences as weather allows.

**February 15, 2024** – 1<sup>st</sup> Utilities Coordination Initiated. Inspect Culverts.

**March 15, 2024** – Field work and Geotechnical work completed.

**April 15, 2024** – 2<sup>nd</sup> Utility Coordination Initiated.

**June 15, 2024** - 50% Plans, Specifications completed.

**August 15, 2024** - 90% Plans, Specifications & Engineer's Estimate completed.

**September 19, 2024** – 100% Plans, Specification & Engineer's Estimate / Bid Docs complete. Village Board approval of Plans to release for Bidding.

**September 23, 2024** – Bid Advertisement Issued

**October 15, 2024 (Approx.)** – Bid Opening

**November 3, 2024** – Construction Contract Awarded

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant.

## **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 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.

### **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**

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Chris Voll, Village Board President

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CONSULTANT

By: \_\_\_\_\_

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

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

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