**CITY OF VERONA**

**PUBLIC WORKS/SEWER & WATER COMMITTEE**
**MONDAY, FEBRUARY 24, 2020 – 5:15 P.M.**
**VERONA CITY CENTER**
**111 LINCOLN STREET**
**VERONA, WI 53593**

# A G E N D A

1. Call to order.

2. Roll call.

3. Approval of the minutes of the December 16, 2019 meeting of the Public Works/Sewer and Water Committee.

4. Discussion and action regarding professional services agreement with KorTerra for KorWeb Enhanced Facility Mapping Services for utility locating management software.

5. Discussion and action regarding professional services agreement with AECOM for Project ID 2020-110 Verona 2020 Stormwater Services.

6. Discussion and action regarding professional services agreement with Baker Tilly for Project ID 2020-111 Utility Impact Fee Design.

7. Discussion and action regarding professional services agreement with Kueny Architects, LLC for Project ID 2019-111 Public Works Facility Design.

8. Discussion and action regarding Developer's Agreement for Woods at Cathedral Point Phase 1 public improvements.

9. Discussion and action regarding Verona sanitary sewer rates, MMSD pass-through.

10. Discussion regarding on-going public works and utility projects.

11. Adjourn.

Evan Touchett
Chairperson

POSTED: Verona City Hall, Verona Public Library, Miller's Market
ALL AGENDAS ARE POSTED ON THE CITY'S WEBSITE AT www.ci.verona.wi.us
IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMMODATION TO ACCESS THE MEETINGS, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

**CITY OF VERONA**

**MINUTES**
**PUBLIC WORKS/SEWER & WATER COMMITTEE**
**MONDAY, DECEMBER 16, 2019**

1. The meeting was called to order by Mr. Touchett at 5:15pm.

2. Roll Call: Present: Sarah Gaskell, Evan Touchett. Not present, unexcused: Chad Kemp. Also present: Theran Jacobson, Public Works Director; Carla Fischer, City Engineer / AECOM.

3. MOVED by Gaskell, seconded by Touchett, to approve the minutes of the October 28, 2019 meeting of the Public Works/ Sewer and Water Committee. Motion carried 2-0.

4. Mr. Jacobson provided an update in regards to the 2019 Wisconsin Information System for Local Roads (WISLR) submittal to WISDOT. The City added 0.69 miles of roads in 2019. Information update with no financial impacts. No action taken.

5. MOVED by Touchett, seconded by Gaskell, to recommend approval of project closeout and change order no. 1 for Project ID 2019-101, 2019 Asphaltic Rehabilitation. Motion carried 2-0.

6. MOVED by Touchett, seconded by Gaskell, to recommend approval of project closeout and change order no. 1 for Project ID 2019-102, 2019 Bituminous Seal Coat Project. Motion carried 2-0.

7. MOVED by Touchett, seconded by Gaskell, to recommend approval of project closeout and change order no. 2 for Project ID 2018-107, CTH M / Thousand Oaks / Liberty Drive traffic signals. Motion carried 2-0.

8. MOVED by Touchett, seconded by Gaskell, to recommend approval of change order no. 1 for Project 2016-123, CTH PD. Motion carried 2-0.

9. MOVED by Touchett, seconded by Gaskell, to recommend approval of change order no. 1 for Project 2017-115, Well 6. Motion carried 2-0.

10. MOVED by Touchett, seconded by Gaskell, to recommend approval of change order no. 2 for Project 2017-115, Well 6. Motion carried 2-0.

11. Mr. Jacobson provided no updates outside of the Engineer's Report that was to be presented at the Common Council that evening.

12. MOVED by Touchett, seconded by Gaskell, to adjourn at 5:48pm. 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) Professional services agreement with KorTerra for KorWeb Enhanced Facility Mapping Services for utility locating management software**

KorWeb is management software that overlays the City's utility GIS system with Digger's Hotline tickets. The City of Verona receives approximately 4,500 (17 per work day) locate tickets per year that we have to investigate, prioritize, and locate if we have utilities in the area, all within 72-hours.

KorWeb highlighted capabilities allow following efficiencies for supervisory staff as noted below:

- Graphically investigate area requested to be located on ticket vs GIS
- Clear or assign ticket within minutes
- Graphically manage workflow and assign tickets to staff for priority areas
- Manages tickets and historical data (7 years) to assist City with any claims

The startup fee is $2,500 and an annual usage fee of $5,500 per year over the three year agreement.

Additional training may be required at startup but that will be determined at rollout of the programming.

For reference MMSD rolled out this program in November of 2019.

**Item (5) Professional services agreement with AECOM for Project ID 2020-110 Verona 2020 Stormwater Services**

This Consulting Services Agreement is to perform the following tasks:

- Stormwater Permit Administration ($8,900)
    - Prepare and submit biennial report per WDNR permit regulations
    - Attend meetings with Madison Area Municipal Stormwater Partnership group
- Perform dry weather monitoring, investigation, and reporting ($4,000)
- Exploration / Investigation of flood mitigation opportunities ($8,000)
    - Discussion and analyses of green infrastructure related to flood mitigation

Total estimated fee is not to exceed $20,900.

**Item (6) Professional services agreement with Baker Tilly for Project ID 2020-111 Utility Impact Fee Design**

The City of Verona water impact fee was established in 1998 and the sewer connection fee was established in 1998 with the rates effective in 2003.

The City has recently completed the water utility master plan (2015) and sanitary sewer utility master plan (2019) identifying improvements necessary for expansion of the City utility service area. Impact and connection fees are used to finance these improvements. Impact and connection fees are paid by future users of the utility not existing users.

This is a joint effort between City staff and Baker Tilly. Baker Tilly will be creating the methodology, performing data analysis, financial analysis, create the rate structure, and reports for each utility.

City staff will be identifying the improvements necessary and cost estimates of said improvements.

The contract range is estimated to be $10,500 to $13,500.

**Item (7) Professional services agreement with Kueny Architects, LLC for Project ID 2019-111 Public Works Facility Design**

The City received five responses on November 27, 2019 to the request for proposals in regards to the design contract for the public works facility project. City of Verona public works, planning, parks, and administration staff reviewed the proposals for the following criteria listed below:

- Project approach
- Key technical issues
- Strength of project team
- Pricing
- Schedule
- Overall impression

The prices ranged from $481,163 to $973,969.

Staff short listed two consultants for in-person interviews on December 17, 2019. Staff also contacted three completed project references list in the recommended consultants response to the RFP. After the interviews, reference checks, and staff discussion we are recommending that the contract be awarded to Kueny Architects, LLC of Pleasant Prairie, WI.

The contract shall not exceed $481,163 and be contingent upon legal counsel review of the contract language.

**Item (8) Developer's Agreement for Woods at Cathedral Point Phase 1 public improvements**

City staff and City Attorney have worked with the developer for Woods at Cathedral Point in preparation of the Developer Agreement. Phase 1 includes 23 lots. The agreement anticipates that construction of the public improvements to serve the phase will commence in early April 2020 and will be substantially completed by end October 1, 2020, pending permit approvals. Phase 1 is the area at the southeast quadrant of the intersection of CTH M / Range Trail, just east of Cathedral Point subdivision.

**Item (9) Verona Sanitary Sewer Rates**

The City approved ordinance no. 16-876 amending Title 9 Chapter 2 of the Code of Ordinances on June 27, 2016. The significant cost to the utility each year is from Madison Metropolitan Sewerage District for the treatment of the City's population raw wastewater. Language within the ordinance allows the Director of Public Works to automatically adjust the sewer rate for the annual increases from MMSD. The MMSD rate change is a complex calculation with multiple variables and inputs therefore staff engages with our Auditors with the rate change analysis. Our Auditors recommend a rate change of 4.8% to satisfy the MMSD increases from 2019 base rates to 2020 new rates, therefore:

- Volume rate change from $3.71 to $3.95 per 1000 gallons
- ¾-inch residential quarterly meter charge from $40.35 to $41.12.
- Other meter sizes are identified below:

This rate increase would be effective for the quarter one (1) billing of 2020.

| | Current Rates | | MMSD Rate Change | Calculated Rates | |
|---|---|---|---|---|---|
| Volume | $3.71 | per 1,000 gals | 0.242 | $3.95 | per 1,000 gals |
| High Strength Surcharges | | | | | |
| BOD | 0.231 | per lb | 0.009 | 0.240 | per lb |
| SS | 0.325 | per lb | 0.013 | 0.338 | per lb |
| TKN | 0.733 | per lb | 0.047 | 0.780 | per lb |
| P | 3.658 | per lb | 0.709 | 4.367 | per lb |
| Meters | | | | | |
| 3/4" | $40.35 | per quarter | 0.77 | $41.12 | per quarter |
| 1" | 72.19 | per quarter | 1.90 | 74.08 | per quarter |
| 1-1/2" | 125.25 | per quarter | 3.77 | 129.02 | per quarter |
| 2" | 187.93 | per quarter | 6.02 | 193.95 | per quarter |
| 3" | 336.51 | per quarter | 11.27 | 347.78 | per quarter |
| 4" | 547.76 | per quarter | 18.77 | 566.53 | per quarter |
| 6" | 1,075.41 | per quarter | 37.52 | 1,112.93 | per quarter |
| 8" | 1,709.17 | per quarter | 60.02 | 1,769.19 | per quarter |

**Item (10) On-going public works and utility projects**

Discussion and updates for ongoing public works and utility projects.

# KorWeb Services Billing Authorization

City of Verona, WI agrees to purchase KorWeb Enhanced Services from KorTerra listed below. Annual support and maintenance are included in the ticket fees listed below. Annual Ticket Volume Estimates are: 5,000

| Product/Service | Price | Minimum Usage Fee | Est. Total |
|---|---|---|---|
| KorWeb Advanced<br>Positive Response via Email<br>Attachments (includes 10GB)<br>Facility Mapping | $0.39 Per Ticket Per Year | $5,500.00 Per Year | $5,500.00 Per Year |
| | | | **Total: $5,500.00** |

Pricing Valid for 60 Days

| **KorWeb Onetime Setup Fees** | |
|---|---|
| KorWeb Onetime Setup Fees (Facility Mapping) | $2,500.00 |
| Virtual Client Training (Optional) | $840 Per Half Day |
| **Total One Time Fees** | **$ 2,500 + TBD Training** |

**Term**

The term of this Agreement shall be for an initial period of thirty-six (36) months from the execution date of this Agreement. Thereafter, this Agreement shall automatically renew for additional thirty-six (36) month periods, unless either party terminates this Agreement with advance written notice at least sixty (60) days prior to the commencement of the immediately subsequent renewal period. Any attempt to terminate this agreement prior to the expiration will result in an early termination fee. The early termination fee shall be determined by multiplying, the number of years remaining in the term of this agreement, or any renewals thereof, by the minimum amounts listed above.

KorWeb Services will be invoiced in advance of the year term at a price of **$8,000.00 in Year 1** and **$5,500.00 annually after Year 1.** Ticket volume is based on an estimate of usage from the previous year. If the actual ticket count is less than the previous year a credit is applied to the invoice not to fall below the minimum. If the actual ticket count is greater than the previous year then this overage total is multiplied by the per ticket rate and applied to the invoice cost. Please note any payment received via wire will incur a $40 service charge.

"Ticket" as used herein shall mean any transmission from a One Call Center to KorWeb.

***Please e-mail the signed billing authorization form to sales@korterra.com.***

***KorTerra offers its clients a no-risk guarantee. The Client may terminate the KorWeb Services at any time within the first 30 days from the date the KorWeb Services are made available to the Client without incurring any charges for the KorWeb Services.***

**Billing Contact Information:**

Contact Name: Jon Bublitz

Title: _____

E-mail: _____

Street: _____

_____

City, State Zip: _____

Phone Number: _____

Will payment be submitted via wire? _____

Special Billing Instructions:

_____

Sales Tax Exempt (Y/N) If Y, please include exemption certificate

PO Required (Y/N) PO Number:

**AGREED TO:**



Copyright © 2019 KorTerra, Inc.
Revised February 2019
Confidential and Proprietary

| **Client:** | | **KorTerra, Inc.:** | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Name: | _____ | Name: | _____ |
| | (Print) | | (Print) |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

***Internal Use Only:***

| | | | |
|---|---|---|---|
| Customer ID: | | New Customer: | X |
| System ID: | | Existing Customer: | ☐ |
| Project ID: | | MSA In Place? | ☐ |
| Sales Executive: | Nick Huppert | Controller Approval: | _____ |


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KORTERRA®

Damage Prevention Software

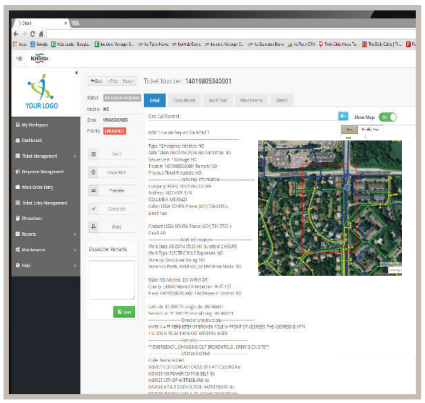
Trusted. Supported. Innovative.

# KorWeb

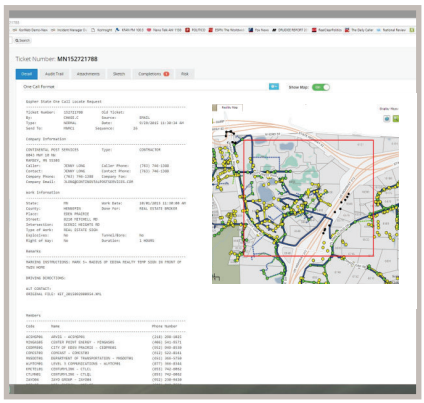
**FACILITY MAPPING**

Streamline your workflow with maps that reflect both your data and ours, accessible everywhere you are. With Facility Mapping, we integrate your company's GIS map data within KorWeb's interface. Immediately compare your One Call ticket notification area to your underground assets, and access the map from any device through a single application. KorWeb also captures data instantaneously, providing real-time information for your screeners and locators. Dispatchers get accurate information to better screen tickets and your locators will see all your facilities near the notification area.

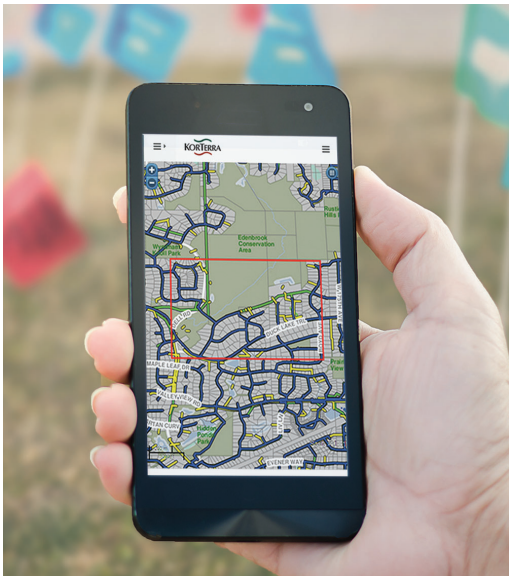
With our Standard, Advanced, and Enterprise packages, you have facility data mapping options. The Standard package comes with the Mundialis web mapping system, and the Advanced and Enterprise packages offer Mapbox services or we can integrate, add to, and use your basemap.



Add notes to the map and update information in real time.



View multiple layers of information on one map.



## GIS Integration

Facility Mapping has the flexibility to be hosted by KorTerra or integrated with any GIS platform, like ESRI, to merge all the information you need onto one map.

## Benefits

- Provides real-time data for all the maps integrated on the platform
- Displays all of the asset and location information you need on one map—no switching back and forth between screens
- Includes functioning address zoom, latitude/longitude zoom, and measuring tool
- Identifies how the One Call notification area relates to your underground assets
- Allows annotations, globally visible to the customer as a separate layer, that increase screening and locating efficiency
- Offers tools to identify facility attributes through the mapping view and can link back to the GIS platform to view additional facility data

## Features

- Shapefiles/Web Map Service (WMS)
  - Standard - Mundialis Web Map Service
  - Advanced/Enterprise - Mapbox or your basemap
- View attribute data
- Map annotations
- Zoom to address and latitude/longitude
- GPS integration to show locator location

**Contact KorTerra to find out how Facility Mapping can increase your organization's safety.**

**sales@korterra.com | (952) 368-1911 | korterra.com**

# CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this February 24, 2020, is by and between City of Verona, a Wisconsin Municipality, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

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

## 1. SCOPE OF SERVICES

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

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

**2. TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

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

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

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

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

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

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

## 5. AECOM'S RESPONSIBILITIES

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

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

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

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

## 6. CLIENT'S RESPONSIBILITIES

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

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services. AECOM shall not be responsible for defects in its Services attributable to its reliance upon or use of information provided by Client.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to

AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

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

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

**8. CONFIDENTIALITY**

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

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

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

**9. DATA RIGHTS**

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

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the

performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

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

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

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

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule and compensation in the foregoing circumstances.

**12. INSURANCE**

12.1 AECOM will maintain the following insurance coverages and amounts:

12.1.1 Workers Compensation insurance as required by Law;

12.1.2 Employer's Liability insurance with coverage of $1,000,000 each accident/employee;

12.1.3 Commercial General Liability insurance with coverage of $2,000,000 per occurrence/aggregate;

12.1.4 Automobile Liability insurance with coverage of $1,000,000 combined single limit; and

12.1.5 Professional Liability insurance with coverage of $2,000,000 per claim/aggregate.

**13. INDEMNITY**

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

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

**14. CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

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

**16. DISPUTES RESOLUTION**

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

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

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

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

**18. TERMINATION**

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

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

**19. ASSIGNMENT**

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

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

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

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

**22. SEVERABILITY AND SURVIVAL** Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

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

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

**25. ORDER OF PRECEDENCE**

Executed Change Orders
Consulting Services Agreement Article 26
Consulting Services Agreement Articles 1 through 25 and 27
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

**26. SPECIAL TERMS AND CONDITIONS**

| |
|---|
| *None* |
| |

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

**AECOM Technical Services, Inc.**

Signature

Thomas J. Holtan, P.E.

Printed Name

Associate Vice President

Printed Title

January 29, 2020

Date

Address
1350 Deming Way, Suite 100
Middleton, WI 53562

**CLIENT: City of Verona**

Signature

Luke Diaz

Printed Name

Mayor

Printed Title

Date

Signature

Ellen Clark

Printed Name

City Clerk

Printed Title

Date

Address
111 Lincoln Street
Verona, WI 53593

)

(End of page)

# EXHIBIT A

# SERVICES

Services:

AECOM shall provide 2020 Stormwater Services to the City of Verona in accordance with the City's effective WPDES Municipal Separate Storm Sewer System (MS4) Permit.

The SERVICES to be provided for the PROJECT are as follows:

**Task 1: Stormwater Permit Administration**

1. Update the MS4 outfall and drainage basin map to meet the requirements of the City's stormwater permit. The updated map will include additions of new development that drain to the City's MS4 and stormwater BMPs constructed in 2019 that are owned or maintained by the City.

2. AECOM will complete and submit the annual stormwater report to WDNR. This will include compiling the quantities used in the annual stormwater report such as curb miles of street sweeping, volume of yard waste pick-up, volume of street sweeping material, and annual costs of stormwater maintenance practices for 2019. The annual report is typically due March 31 of the reporting year.

3. AECOM will attend four (4) Madison Area Municipal Stormwater Partnership (MAMSWaP) group quarterly meetings and prepare a summary of the meetings for the City of Verona. Quarterly meetings may be cancelled if there is a lack of agenda items.

4. Assist and advise the City with other issues related to compliance with the stormwater water permit including: monitoring program, information/education program, Dane County requirements from CARPC, ordinance updates from Wisconsin Department of Natural Resources (WDNR) or Dane County, and Yahara Watershed Improvement Network (Yahara WINs) Adaptive Management Program.

**Task 2: Dry Weather Monitoring Program**

1. Carry out the field inspection work described in the City's Illicit Discharge Detection and Elimination (IDDE) Program in compliance with the stormwater permit. This includes field screening for chemical parameters in dry weather flow samples that are not permitted. An example of a permitted dry weather flow is a permitted non-contact cooling water discharge. The chemical parameters will include pH, chlorine, phenols, copper, and detergents. This estimate assumes two active/sampled sites. Dry weather monitoring will take place at 10 outfalls, two times per year, with results documented in a technical memorandum and provided to the City.

**Task 3: Flood Mitigation Support**

1. Provide discussion and analyses of green infrastructure related flood mitigation alternatives as authorized by City staff. Up to $8,000 is budgeted for this task.

**Assumptions Related to Contract Scope and Budget**

1. The City shall furnish AECOM all available maps, parcel graphical and tabular data, and other relevant stormwater management data, all of which AECOM may rely upon without independent verification in performing the Scope of Work. It is also assumed that the above information will be provided at no cost to the project. Data files will be provided digitally to AECOM via FTP or paper copy format (if a digital format is not available).

2. It is assumed that current stormwater conveyance system drawings and stormwater management plans are accurate and reliable. Field verification of the data is not included in the Scope of Work.

3. There has been no provision made in this scope for environmental assessments, environmental testing, or environmental remediation and this work is not included as part of this project. Should environmental testing or remediation be required, AECOM would negotiate a fee for the specific tasks required.

Schedule:

AECOM shall provide engineering services from the start date until project completion prior to December 31, 2020.

Interim deliverables include:

1. The MS4 outfall and drainage map will be updated by February 28, 2020.

2. The Annual Stormwater report will be submitted prior to March 31, 2020.

3. The first dry weather monitoring round will be conducted before July 1, 2020, and the second round will be conducted before November 1, 2020.

Deliverables:

| |
|---|
| MS4 Outfall and Drainage Map (PDF and GIS formats) |
| One (1) IDDE memorandum (PDF format) |
| Four (4) MAMSWaP meeting summaries (PDF format) |
| One (1) Annual Report (submit to DNR electronically) |

AECOM Project Manager

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

Client Project Manager

| | |
|---|---|
| Name | Theran Jacobson |
| Title | Director of Public Works |
| Address | 410 Investment Court, Verona, WI 53593-8749 |
| Phone Number | 608-848-6801 |
| Email Address | Theran.Jacobson@ci.verona.wi.us |

(End of page)

# EXHIBIT B

# COMPENSATION AND PAYMENT

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:
[X] Time and Materials with a Not-to-Exceed ("NTE") amount of ($ *20,900*). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

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

2.1 **HOURLY LABOR RATE SCHEDULE**

| | |
|---|---|
| *INTENTIONALLY OMITTED* | $ |

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

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

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

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

**6 PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: 2020-110 Verona 2020 Stormwater Services
AECOM Project No.:
Change Order No.: _____

# EXHIBIT C

## SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ____ 20___ between City of Verona, Wisconsin ("Client") and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20_____ modifies that Agreement as follows:

1. **Changes to the Services**:

| |
|---|
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| |
| |

2. **Change to Deliverables**:

| |
|---|

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

| |
|---|

4. **Change in CONSULTANT's Compensation**:

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

**[ ]** No change to Compensation

**[ ]** Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

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

**[ ]** Lump Sum [$]

| Milestone/Deliverable & Date | Payment Amount |
|---|---|
| | $ |

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

Therefore, the total authorized Compensation, inclusive of this Change Order is $.

5. **Project Impact**:

| |
|---|

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

| |
|---|

SAMPLE

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

| **AECOM Technical Services, Inc.** | **CLIENT:** |
|---|---|
| | _____ |
| Signature | Signature |
| Printed Name | Printed Name |
| Printed Title | Printed Title |
| Date | Date |
| Address | Address |

[End of Agreement]

SAMPLE

January 30, 2020

Baker Tilly Virchow Krause, LLP
Ten Terrace Ct; PO Box 7398
Madison, WI 53707-7398
United States of America

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

Mr. Theran Jacobson, P.E.
Public Works Director
Verona Water and Sewer Utilities
P.O. Box 188
Verona, WI 53593-0188

Dear Mr. Jacobson:

Thank you for engaging Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") to assist the Verona Water and Sewer Utilities ("the Utilities" or "you") with the project as described below. We appreciate the opportunity to work with you.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of this engagement and the nature of the services we will provide as consultants to the Utilities.

**Services and Related Report**

The services provided under this letter will be directed by Utilities management.

We will assist the Utilities in completing a revised Impact/Connection Fee Study for Water and Sewer Utilities.

We will provide the following assistance:

> Present the Utilities with an impact/connection impact fee methodology to be used for the calculation of the Utilities' fee.

> Provide the Utilities with a listing of items needed in order to compute the impact/connection fee

> Review the responses provided by the Utilities for reasonableness. Request additional information as necessary.

> Utilize the Utilities' Water and Sewer Master Plan outlining required capital improvements to support new growth in the Utilities. In addition, obtain the number of customers supported by the capital improvements and the percentage of the asset required to provide support to existing versus new customers in the system.

> Prepare an impact fee/connection narrative related to impact fee statutory requirements and compliance with Wisconsin impact fee and connection fee requirements.

> Calculate the impact/connection fee for each utility.

> Provide draft study to management for their review. Incorporate management's comments into study.

> Meet with the governing body to review the study.

The services listed above do not constitute an audit or review of the Utilities' impact fees and, accordingly, we will not express an opinion as a result of this engagement.

Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2018 Baker Tilly Virchow Krause, LLP

**Our Responsibilities and Limitations**

Because of the inherent limitations of a consulting engagement, an unavoidable risk exists that some material misstatements may not be detected, even though the engagement is properly planned and performed.

You understand that our report is intended solely for the information and use of Verona Utilities, and is not intended to be and should not be used by anyone other than these specified parties.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

**Management's Responsibilities**

Management is responsible for the following:

1. Making available to Baker Tilly, on a timely basis, the information requested in the project get ready listing that will be provided to the Utilities.

2. The Utilities attorney, or whichever attorney you choose, is involved in drafting and review of the ordinance to ensure it meets the statutory requirements. We also recommend that you consult with them early in the process to ensure they are in agreement with the methodology.

3. The Utilities to provide a comprehensive listing of utility infrastructure improvements, along with cost information and other requested information.

4. The Utilities are responsible for the completeness and accuracy of the information it provides, and client personnel to whom we may direct inquiries.

**Nonattest Services**

The services we will be providing are non-attest services. You are responsible for reviewing our work and understanding the nature of our work.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including the approval of our work product when it is submitted to you.

- Designate a competent employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services we perform.

- Evaluate the adequacy and results of the nonattest services we perform.

- Accept responsibility for the results of our nonattest services.

> Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

**Timing and Fees**

Completion of our work is subject to, among other things, (i) appropriate cooperation from Utility personnel, including timely preparation of necessary schedules and (ii) timely responses to our inquiries. When and if for any reason the Utilities are unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the study.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We estimate that our fees for these services will range from $10,500 to $13,500 plus out-of-pocket costs. In addition to our professional fees, expenses for direct engagement support including travel and subsistence, production of reports, and other direct engagement expenses will be billed separately at our cost and stated separately on our invoices.

This letter and the attached terms and conditions comprise the complete and exclusive statement of agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force. We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Jodi Dobson, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Jodi Dobson is available at 608 240 2469.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

Baker Tilly Virchow Krause, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Name

_____
Title

_____
Date

# Baker Tilly Virchow Krause, LLP

# Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Virchow Krause, LLP ("Baker Tilly", "we", "us" or "our") set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

**Section 1. Confidentiality**

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

**Section 2. Deliverables**

(a) Materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

**Section 3. Acceptance**

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any non-conformance of the Deliverables with such requirements ("Non-conformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Non-conformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

**Section 4. Standards of Performance**

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

**Section 5. Warranty**

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

(c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

(e) This section 5 is Baker Tilly's only warranty concerning the services and any deliverable and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, non-infringement, or fitness for a particular purpose, or otherwise.

**Section 6. Limitation on Damages and Indemnification**

(a) The liability (including attorney's fees and ALL other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent

behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages DELAYS, INTERRUPTIONS, OR VIRUSES arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

**Section 7. Personnel**

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

**Section 8. Termination**

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination and shall reimburse Baker Tilly for all reasonable costs associated with any termination.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

**Section 9. Dispute Resolution**

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

**Section 10. Force Majeure**

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

**Section 11. Taxes**

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 11.

**Section 12. Notices**

Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

**Section 13. Miscellaneous**

(a) This Agreement and any Statement(s) of Work constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

*Acknowledgement:*

The Business Terms above correctly sets forth the understanding of the Client.

*Accepted by:*

Signature:_____

Title: _____

Date:_____

**ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES**

The City of Verona (the "City"), and Kueny Architects L.L.C.. ("Consultant") agree as follows:

1. The Agreement for Professional Services among the City and Consultant shall consist of:

    a. This Addendum.
    b. AIA Document B101, Standard Form of Agreement Between Owner and Architect.
    c. AIA Document E204, Sustainable Projects Exhibit.
    d. The Request for Proposals dated November 6, 2019, and issued by the City.
    e. Addendum No. 1, Request for Proposals dated November 22, 2019, and issued by the City.
    f. Addendum No. 2, Request for Proposals dated November 22, 2019, and issued by the City.
    g. Addendum No. 3, Request for Proposals dated November 26, 2019, and issued by the City.
    h. Consultant's technical response to the Request for Proposals and Addendum No. 1, 2, and 3 Request for Proposals dated December 4, 2019.
    i. Consultant's cost response to the Request for Proposals and Addendum No. 1, 2, and 3 Request for Proposals dated December 4, 2019.

    Collectively, the above-referenced documents shall be referred to as the Agreement. In the event of any conflict between the terms of this Addendum and the terms of the documents identified in b. – i. above, the terms of this Addendum shall control.

2. The Project is identified as the City of Verona Public Works Facility (City Project ID 2019-111).

3. The Project Scope is identified in the Request for Proposals dated November 6, 2019; Addendum No. 1, Request for Proposals dated November 22, 2019; Addendum No. 2, Request for Proposals dated November 22, 2019; and Addendum No. 3, Request for Proposals dated November 26, 2019, and issued by the City.

4. The Consultant's estimated fee is subject to a not-to-exceed amount of $481,163; including expenses and equipment.

5. Notwithstanding anything to the contrary in the Agreement for Professional Services, Exhibit A-1 to Agreement for Professional Services, the General

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Conditions of the Agreement for Professional Services, or Consultant's response to the Request for Proposals and Addendum No. 1, Request for Proposals dated November 22, 2019; Addendum No. 2, Request for Proposals dated November 22, 2019; and Addendum No. 3, Request for Proposals dated November 26, 2019, the City shall own and may use all drawings, specifications, plans, reports, and other documents/records, electronic or otherwise, prepared by Consultant for the Project. For avoidance of doubt, if the City terminate the Agreement or choose, for any reason, not to proceed with the Project, the City shall own all drawings, specifications, plans, reports, and other documents/records prepared by Consultant for the Project under the Agreement.

6. Notwithstanding anything to the contrary in the Agreement for Professional Services, Exhibit A-1 to Agreement for Professional Services, the General Conditions of the Agreement for Professional Services, or Consultant's response to the Request for Proposals and Addendum No. 1, Request for Proposals dated November 22, 2019; Addendum No. 2, Request for Proposals dated November 22, 2019; and Addendum No. 3, Request for Proposals dated November 26, 2019, the City shall be required to furnish information or services related to the Project only to the extent that such information or services are both reasonably required and actually requested by Consultant in order to perform Consultant's services under the Agreement.

7. The Agreement shall be governed by the law of the State of Wisconsin.

8. Consultant shall comply with all applicable federal, state and local laws in the performance of this Agreement.

9. **[Insert Insurance terms.]**

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IN WITNESS WHEREOF, the parties executed this Addendum on _____, 2020.

CITY OF VERONA

By: _____
Name: Luke Diaz
Title: City of Verona Mayor

Attested By: _____
Name: Ellen Clark
Title: City of Verona Clerk

By: _____
Name: Theran Jacobson, P.E.
Title: City of Verona, Director of Public Works

KUENY ARCHITECTS, L.L.C

By: _____
Name: _____
Title: _____

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# AIA® Document B101™ – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the « Twentieth » day of «December » in the year «Two Thousand Nineteen (2019) »
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

«City of Verona »« »
«410 Investment Court »
«Verona, WI 53593 »

and the Architect:
*(Name, legal status, address and other information)*

«Kueny Architects, LLC »« »
« 10505 Corporate Drive Suite 100 »
«Pleasant Prairie, WI 53158 »

for the following Project:
*(Name, location and detailed description)*

«The City of Verona Public Works Facility - Field Surveying, Mapping, Permitting, Site Planning / Design, Architectural, and Engineering Design Services »
« »
« »

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« City of Verona Public Works facility »To meet the needs of the City's plans to construct a new Consolidated Public Works Facility housing Public Works, Water, Sewer, Storm Water Utilities, and Parks & Recreation Departments.

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

«The project consist of in all approximately 111,000 square feet of new construction »

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

«Total budget is $16 Million Dollars »

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:


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**User Notes:** (795555942)

**.1** Design phase milestone dates, if any:

« See attached schedule subject to adjustment by project team. »

**.2** Construction commencement date:

« See attached schedule subject to adjustment by project team. »

**.3** Substantial Completion date or dates:

« See attached schedule subject to adjustment by project team. »

**.4** Other milestone dates:

«See attached schedule subject to adjustment by project team. »

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

« Competitive Bids prepared by Architect in compliance with Owner's Purchasing Ordinance and competitive bidding documents and procedures as provided by Owner. »

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

«LEED Certified »

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

« Theran Jacobson, P.E.
Director of Public Works
City of Verona
410 Investment Court
Verona, WI 53593
Main 608-845-6695
e-mail: theran.jacobson@ci.verona.wi.us

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

«N/A »

**§ 1.1.9** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

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«To Be Determined »« »

**.2** Civil Engineer:

«To Be Determined »« »

**.3** Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

«N/A »

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Jon P. Wallenkamp
Kueny Architects, LLC
10505 Corporate Drive Suite 100
Pleasant Prairie, Wisconsin 53158
262-857-8101 »

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

«Kueny Architects, LLC - in House
10505 Corporate Drive Suite #100
Pleasant Prairie, Wisconsin 53158
Phone (262) 857-8101
John F. Schmidbauer, PE »« »

**.2** Mechanical Engineer:

«Southport Engineered Systems
1343 South 27th Street
Caledonia, Wisconsin 53108
Phone 262-818-4409
Tim Pann, P.E.. »« »

**.3** Electrical Engineer:

«Root Engineering Services
4215 Grove Avenue
Gurnee, Illinois 60031
Phone 847-249-8398
Richard Root, P.E »« »

**§ 1.1.11.2** Consultants retained under Supplemental Services:

«N/A »

**§ 1.1.12** Other Initial Information on which the Agreement is based:

«N/A »

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**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than «One Million Dollars » ($ «1,000,000» ) for each occurrence and «Two Million Dollars » ($ «2,000,000 » ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars » ($ «1,000,000 » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

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**§ 2.5.5** Employers' Liability with policy limits not less than «One Million Dollars » ($ «1,000,000 » ) each accident, «One Million Dollars » ($ «1,000,000 » ) each employee, and «One Million Dollars» ($ «1,000,000 » ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Two Million Dollars » ($ «2,000,000» ) per claim and «Two Million Dollars » ($ «2,000,000» ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in

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terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- **.1** facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors;
- **.3** preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- **.4** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services - Future Phase**

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## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| **Supplemental Services** | **Responsibility** *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Basic Services |
| **§ 4.1.1.2** Multiple preliminary designs | Basic Services |
| **§ 4.1.1.3** Measured drawings | N.P |
| **§ 4.1.1.4** Existing facilities surveys | Owner |
| **§ 4.1.1.5** Site evaluation and planning | Basic Services |
| **§ 4.1.1.6** Building Information Model management responsibilities | Basic Services |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Basic Services |
| **§ 4.1.1.8** Civil engineering | Basic Services |
| **§ 4.1.1.9** Landscape design | Basic Services |
| **§ 4.1.1.10** Architectural interior design | Basic Services |
| **§ 4.1.1.11** Value analysis | N.P |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | N.P |
| **§ 4.1.1.13** On-site project representation | N.P |
| **§ 4.1.1.14** Conformed documents for construction | N.P |
| **§ 4.1.1.15** As-designed record drawings | N.P |
| **§ 4.1.1.16** As-constructed record drawings | N.P |
| **§ 4.1.1.17** Post-occupancy evaluation | N.P |
| **§ 4.1.1.18** Facility support services | N.P |
| **§ 4.1.1.19** Tenant-related services | N.P |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Basic Services |
| **§ 4.1.1.21** Telecommunications/data design | Basic Services |
| **§ 4.1.1.22** Security evaluation and planning | Basic Services |
| **§ 4.1.1.23** Commissioning | N.P |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | Basic Services |
| **§ 4.1.1.25** Fast-track design services | N.P |
| **§ 4.1.1.26** Multiple bid packages | N.P |
| **§ 4.1.1.27** Historic preservation | N.P |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Basic Services |
| **§ 4.1.1.29** Other services provided by specialty Consultants | N.P |

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| Supplemental Services | Responsibility<br>*(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.30** Other Supplemental Services | N.P |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« N/A »

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

«N/A »

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;

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**.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

**.11** Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

**.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

**.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

**.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

**.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,

**.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

**.1** «Two » reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

**.2** «Ten » visits to the site by the Architect during construction

**.3** «Two » inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

**.4** «Two» inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within « » ( « N/A » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment,

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donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ « » ] Arbitration pursuant to Section 8.3 of this Agreement

[ « X » ] Litigation in a court of competent jurisdiction

[ « » ] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1** Termination Fee:

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«None »

**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« None »

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

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necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1** Stipulated Sum
*(Insert amount)*
«Four Hundred Eighty-One Thousand One Hundred Sixty-Three Dollars (481,163.00) »

**.2** Percentage Basis
*(Insert percentage value)*

« » («N/A » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**.3** Other
*(Describe the method of compensation)*

« N/A »

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

« N/A »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

« Hourly per section 11.7 »

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « zero » percent ( « 0 »%), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

« »

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | «Two | percent ( | « 2 | %) |
| Design Development Phase | « Fifteen | percent ( | « 15 | %) |
| Construction Documents Phase | «Seventy-Four | percent ( | «74 | %) |

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| | | | | |
|---|---|---|---|---|
| Procurement Phase | «Nine | percent ( | « 9 | %) |
| Construction Phase | «N/A | percent ( | «N/A | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

| Employee or Category | Rate ($0.00) |
|---|---|
| Architect | $105.00 One Hundred Five Dollars |
| Engineering | $105.00 One Hundred Five Dollars |
| Drafting | $70.00 Seventy Dollars |
| Administration | $55.00 Fifty-Five Dollars |
| Consulting | $105.00 One Hundred Five Dollars |

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Authorized out-of-town travel and subsistence;
- **.2** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.3** Bulk printing, reproductions, plots, and standard form documents;
- **.4** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.5** Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.6** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.7** All taxes levied on professional services and on reimbursable expenses;
- **.8** Site office expenses;
- **.9** Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent ( «0» %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

«N/A »

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**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** An initial payment of «zero » ($ « 0 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «N/A » ($ «N/A » ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «thirty» (« 30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*
«Zero » % « 0 »

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

« N/A »

**ARTICLE 13 SCOPE OF THE AGREEMENT**
**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
«N/A »

**.3** Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ « X» ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

« »

[ « » ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

«N/A »

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**.4** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

« Schedule »

This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| «Theran Jacobson, P.E. / Director of Public Works | «Jon P. Wallenkamp / Partner »« » |
| *(Printed name and title)* | *(Printed name and title, )* |

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# AIA® Document E204™ – 2017

## *Sustainable Projects Exhibit*

This Exhibit dated the Twenty day of December in the year Two Thousand Nineteen (2019) is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
*(Name and location or address of the Project)*

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 GENERAL PROVISIONS

**§ 1.1** This Exhibit provides for the establishment of the services of the Architect, the Work of the Contractor, and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

**§ 1.2 Definitions**

**§ 1.2.1 Sustainable Objective**

The Sustainable Objective is the Owner's goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

**§ 1.2.2 Sustainable Measure**

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

**§ 1.2.3 Sustainability Plan**

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's, Architect's and Contractor's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

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**§ 1.2.4 Sustainability Certification**
The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED®, Green Globes™, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

**§ 1.2.5 Sustainability Documentation**
The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

**§ 1.2.6 Certifying Authority**
The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

**§ 1.3** Set forth below any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that are applicable to the Architect or the performance of the Architect's services:
*(Identify incentive programs the Owner intends to pursue and deadlines for submitting or applying for the incentive program.)*

**§ 1.4** The Parties agree to incorporate this Exhibit into the agreements with the project participants performing services or Work in any way associated with the Sustainable Objective.

**ARTICLE 2 ARCHITECT**
**§ 2.1 Scope of Architect's Sustainability Services**
The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

**§ 2.2 Sustainability Certification Agreements**
If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification.

**§ 2.3 Sustainability Workshop**
As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, and the Architect's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

**§ 2.4 Sustainability Plan Services**
**§ 2.4.1** Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

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**§ 2.4.2** As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

**§ 2.4.3** As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

**§ 2.4.4** The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

**§ 2.4.5** Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

**§ 2.5 Design Phases**

**§ 2.5.1** The Architect shall prepare Schematic Design Documents, Design Development Documents and Construction Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

**§ 2.5.2** As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

**§ 2.6 Construction Phase**

**§ 2.6.1** The Architect shall advise and consult with the Owner regarding the progress of the Project toward achievement of the Sustainable Measures. Based on site visits performed in accordance with the Owner-Architect Agreement and other information received from the Contractor, the Architect shall promptly notify the Owner of known deviations from the Contract Documents and defects or deficiencies in the Work that will affect the achievement of Sustainable Measures. The Architect shall meet with the Owner and Contractor to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

**§ 2.6.2** If the Architect determines that a proposed change in the Work would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner and, upon the Owner's written authorization, further investigate such change.

**§ 2.6.3** At Substantial Completion, the Architect shall forward to the Owner all Sustainability Documentation prepared by the Contractor in accordance with the Contract Documents, except for Sustainability Documentation which by its nature must be completed after Substantial Completion.

**§ 2.6.4** The Owner's payment of the Architect's final invoice does not relieve the Architect's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

**§ 2.7 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority**

**§ 2.7.1** If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7.

**§ 2.7.2** The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

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**§ 2.7.3** The Architect shall collect the Sustainability Documentation from the Owner and Contractor; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

**§ 2.7.4** Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

**§ 2.7.5** Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

**§ 2.7.6** Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

**§ 2.7.7** Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Owner's contractors or consultants.

**§ 2.8 Copyrights and Licenses**

**§ 2.8.1** Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

**§ 2.8.2** Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants under the Owner-Architect Agreement.

**§ 2.9 Additional Services**

**§ 2.9.1** Upon recognizing the need to perform the following Additional Services, in addition to those listed in the Owner-Architect Agreement, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

**.1** Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or

**.2** Assistance to the Owner or Contractor with preparation of Sustainability Documentation, for which the Owner or Contractor is responsible pursuant to the Sustainability Plan.

**§ 2.9.2** The Architect shall provide services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

**.1** Four ( 4 ) adjustments to the Sustainability Plan

**.2** Four ( 4 ) meetings during the Design and Construction Phases required to define, develop and incorporate the Sustainable Measures into the Contract Documents

**.3** Four ( 4 ) submittals to the Certifying Authority

**.4** Four ( 4 ) responses to the Certifying Authority's comments and questions

**.5** Four ( 4 ) appeals to the Certifying Authority pursuant to Section 2.7.5

**.6** Four ( 4 ) meetings with the Owner and Contractor, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Contractor's Work.

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## ARTICLE 3 CONTRACTOR

**§ 3.1** The Contractor shall perform those Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

**§ 3.2** The Contractor shall meet with the Owner and Architect to discuss alternatives in the event the Owner or Architect recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Contractor that will adversely affect the Contractor's achievement of a Sustainable Measure for which the Contractor is responsible pursuant to the Sustainability Plan, the Contractor will promptly provide notice to the Architect and meet with the Owner and Architect to discuss alternatives to remedy the condition.

**§ 3.3** The Contractor shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner and Architect shall be entitled to rely on any such representation. In preparing this representation, the Contractor may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

**§ 3.4** The Contractor shall be responsible for preparing and completing the Sustainability Documentation required from the Contractor by the Contract Documents, including any Sustainability Documentation required to be submitted after Substantial Completion. The Contractor shall submit the Sustainability Documentation to the Architect in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Contractor will submit the Sustainability Documentation with reasonable promptness, but in no event more than 60 days after Substantial Completion, so that the Architect may submit the Sustainability Documentation to the Certifying Authority.

**§ 3.5** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents and the Contractor's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Contractor shall discuss with the Architect and Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Contractor and Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

**§ 3.6** The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Sustainability Plan and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Sustainability Plan.

### § 3.7 Construction Waste Management

The Contractor, in accordance with the Contract Documents, shall prepare and submit to the Architect and Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project. The Contractor shall recycle, reuse, remove or dispose of materials as required by the Contract Documents.

### § 3.8 Substantial Completion

Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Contractor shall submit all other Sustainability Documentation required from the Contractor by the Contract Documents no later than the date of Substantial Completion.

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**§ 3.9 Final Completion**

**§ 3.9.1** All Sustainability Documentation required from the Contractor by the Contract Documents shall be submitted to the Architect before final payment or any remaining retained percentage shall become due.

**§ 3.9.2** Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment. Final payment does not relieve the Contractor's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

## ARTICLE 4 OWNER

**§ 4.1** Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

**§ 4.2** The Owner shall provide to the Contractor and Architect any information requested by the Contractor or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

**§ 4.3** The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

**§ 4.4** The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

**§ 4.5** The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

## ARTICLE 5 CLAIMS AND DISPUTES

The Owner, Contractor and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

## ARTICLE 6 MISCELLANEOUS PROVISIONS

**§ 6.1** The Owner, Contractor and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Contractor warrant or guarantee that the Project will achieve the Sustainable Objective.

**§ 6.2**.This Sustainable Projects Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

## ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

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# REQUEST FOR PROPOSALS
# CITY PROJECT ID 2019-111

**FIELD SURVEYING, MAPPING, PERMITTING, SITE PLANNING / DESIGN, ARCHITECTURAL, AND ENGINEERING DESIGN SERVICES FOR *CITY OF VERONA PUBLIC WORKS FACILITY***

CITY OF VERONA

November 6, 2019

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## 1 Introduction

The City of Verona (the City) is requesting proposals for field surveying, mapping, permitting, site planning / design, architectural, and engineering design services associated with the proposed City of Verona Public Works Facility. These services are being requested to assist the City with the planning, design, and construction documentation preparation of the proposed project.

## 2 Background Information

The City of Verona Public Works facility is currently located at 410 Investment Court Verona, WI 53593 and was constructed in 2000/2001 and fully occupied in September of 2001. The Public Works facility is past capacity for equipment storage and personnel facilities. The Public Works facility is also the home of the facility manager, Water Utility, Sewer Utility, Storm Water Utility, Parks Department, and Recreation Department (Public Works). In 2000, the City of Verona had a population of 7,052 residences per the US Census Bureau. Currently, the City of Verona population is estimated at 12,969 as of 2017 per the US Census Bureau.

Barrientos Design and Consulting completed a space needs analysis in 2017 to assist the Department of Public Works (DPW) to determine department needs for either renovating current facility or relocating to a new location, with building size and land needs. The report is included as Exhibit A to the RFP.

During the initial concept study, it was determined that a new site was most appropriate to handle the expanded facility needs of the DPW. After reviewing various sites capable of City services, the Purple Cow site located on Range Trail Road was evaluated as the site that best fit the site requirements. The site currently has a slope from north to south, stockpiles from the current owner, a berm along the southern edge, and a drainage ditch that has also been identified as an environmental corridor.

City utility services exist on site in easements and/or adjacent roadways and some loop around to the Cathedral Point residential subdivision to the southwest. It is assumed City services located in the easement and ROW will be of sufficient capacity for the new garage complex.

The City of Verona has acquired a 877,751 square foot (20.15 acre) parcel located at 2159 Range Trail Verona, WI 53593. The Dane County parcel ID is 286/0608-271-8100-2. The parcel is further described as Lot 1 CSM 15050 Document No. 5470033 volume 106 sheet 187. The CSM is included as Exhibit B to the RFP. The City of Verona also annexed the lands that contain lot 1 of CSM 15050, see Exhibit C for annexation documents. The land owned by the City is zoned as Public Institutional per Ordinance 18-927, the zoning documents are included in Exhibit D.

As part of the due diligence process of acquiring the parcel, the City performed the following analyses that are included as Exhibits to the RFP for reference:

1. Exhibit E – Wetland Delineation (by assured delineator)
2. Exhibit F – Wetland Exemption submittal (by assured delineator)
    a. Submitted to:
        i. Wisconsin Department of Natural Resources
        ii. United States Army Corps of Engineers
3. Exhibit G – Wisconsin Department of Natural Resources wetland exemption concurrence
4. Exhibit H – United States Army Corps of Engineers wetland exemption concurrence
5. Exhibit I – Preliminary Geotechnical investigation
6. Exhibit J – Phase I Environmental Assessment of 2159 Range Trail Site
7. Exhibit K – ALTA Survey
8. Exhibit L – Cathedral Point Second Addition Recorded Final Plat

The Exhibits will be provided as a download link with the RFP due to file size and number of pages.

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# 3 Work Elements

## 3.1 General

The City is relying on the recently completed space needs study completed by Barrientos Design and Consulting as the starting point for the future size and configuration of the new facility.

The Consultant shall review the report, update the space needs assessment, and propose modifications where deemed necessary to properly size the proposed facility.

## 3.2 Sub-Consultant / Specialty Services / Incidental Work

Any work under section 3.2 and the associated subsections is part of the scope and is considered incidental to the contract.

### 3.2.1 Geotechnical

The consultant shall retain the services of a geotechnical engineer.

After the facility building locations are identified, the selected Consultant shall identify locations for soils borings, pavement cores (if necessary), stake preliminary borings in field, and survey final locations in field after borings are completed.

The Consultant shall coordinate all design work with a geotechnical engineer.

The Consultant shall review all recommendations by the geotechnical engineer, suggest alternatives, perform any structural analysis required, and incorporate all necessary details into the contract documents. The Consultant shall provide an Engineer's cost estimate for any proposed foundation support systems.

### 3.2.2 Archaeological Survey

Portions of the project will be located near wetlands, stream-beds and lake shores. Since these areas may contain Native American burial sites, the consultant shall hire an archaeologist to perform a detailed archaeological review and field survey of the entire project corridor. The archaeologist shall be licensed with the State of Wisconsin and approved to perform archaeological surveys.

After all literature review and field survey work is completed in accordance with state statutes, the archaeologist shall submit a report to the Wisconsin Historical Society and any other state organizations for approval. The archaeologist shall work with the State Historical Society to insure all state laws are met and that the proposed construction is approved by the State Historical Society. The consultant and archaeologist shall provide any special language that would need to be included in contract documents concerning archaeological regulations and/or discoveries during construction.

### 3.2.3 Cold Water Fishery

The proposed project is within the watershed of the Badger Mill Creek. Badger Mill Creek is a cold water fishery and special attention shall be considered as storm water management design occurs. Additional coordination may be required but is not anticipated.

### 3.2.4 Wetland Delineations

Depending on the final site configuration, portions of the proposed project are anticipated to be located in designated wetlands. The City consulted with Mark Gonzalez of MSA, an Assured Wetland Delineator to identify, locate, classify, and evaluate all wetlands in the project corridor.

The Consultant shall document the results of the wetlands investigation report and include all mapped wetlands on the project plans / design documents. The wetland delineation report was sufficient to obtain US Army Corp and WDNR approval.

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### 3.2.5 Roadway Improvements / Traffic Impacts

It is currently anticipated that the project will include urbanization of the west half of Range Trail along the frontage of the property and improvements to the intersection of Range Trail / CTH M. CTH M is in the jurisdiction of Dane County Highway Department at the intersection of Range Trail.

The Consultant shall evaluate all traffic impacts associated with site improvements, Range Trail urbanization, Range Trail / CTH M intersection improvements, and include the necessary traffic control plans in the design documents.

Roadway-wise, the load capacity of Range Lane Trail is not known but with an increase of heavy truck traffic, pavement cores shall be taken.

It is assumed that two openings will be allowed for traffic control and site access. Turning lanes have not been established yet or warranted but shall be evaluated. Sidewalk shall be extended on the west side of Range Trail along the frontage of the property.

### 3.2.6 Site Planning Submittal / Approval Process

The City of Verona site plan submittal/approval process shall be followed and included within the RFP.

### 3.2.7 Public Information Meeting

One (1) public information meeting is anticipated for the project. The consultant shall prepare exhibits for the meeting and attend the meeting to provide technical support to the City. The exhibits from the Planning submittal shall be sufficient for the Public Information Meeting. The Consultants project manager and lead engineer are anticipated to attend.

### 3.2.8 Committee / Council Meetings

The Public Works Department reports to the Public Works Committee and ultimately the Common Council. The consultant should plan on attending three (3) meetings with the Public Works Committee.

The Parks and Recreation Department reports to the Parks, Recreation, and Forestry Committee and ultimately the Common Council. The consultant should plan on attending three (3) meetings with the Parks, Recreation, and Forestry Committee.

The consultant shall plan to attend two (2) meetings with the Common Council.

These are meetings outside of the site planning submittal / approval process.

The City may create a subcommittee comprised of staff; member(s) of the Public Works Committee; member(s) of the Parks, Recreation, and Forestry Committee; and / or Mayor.

The City will also take suggestions from the consultant on the most effective process for staff and board involvement that has effectively been utilized for other similar projects.

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### 3.2.9 Utility Coordination

The Consultant shall coordinate, provide figures, send files, and organize a utility meeting with all local utility companies within the project corridor to determine facility and any relocation needs. The meeting shall occur after the preliminary layout is completed and feedback from the plan commission has been obtained to avoid major redesigns. Known local utility companies are as follows, but not limited to: American Transmission Company, Alliant Energy, TDS, Charter, MGE (Gas), and City of Verona (water and sewer).

### 3.2.10 Green Infrastructure

The City of Verona has interest in investing into Green Infrastructure at the Public Works Facility. Such infrastructure includes but is not limited to:

1. Building being certified as LEED
    a. The consultant shall provide separate costs for this task to allow the City to determine the pursuit of this facility being LEED certified.
2. Long term building materials such as tilt up panels
3. Electric charging stations accessible for public
4. Electric charging stations internal to the facility for future electric vehicles
5. LED lighting
6. Solar panels on roof of facility
    a. Alliant Energy has already been contacted by Public Works Director expressing interest with Alliant on a partnership
    b. Jeff McCarthy at Alliant energy is the account manager for the City of Verona
        Jeff McCarthy, Key Account Manager, Alliant Energy
        608-845-1112
        jeffmccarthy@alliantenergy.com
7. Compressed Natural Gas Vehicles

Provisions in the scope of work shall be accounted for to plan, design, and specify Green Infrastructure elements in the planning and construction documents.

### 3.2.11 Focus on Energy Programs

The Consultant shall coordinate and utilize design services as needed to assist in the design and/or to provide financial benefits to the project.

Focus on Energy is a pass through company that will perform the paperwork to get rebates for energy efficient items pending **prior approval** before purchasing the equipment.

The Dane County representative for Focus on Energy is:

Joel Roltgen, Energy Advisor
Agriculture, Schools and Government Programs
715-720-2152
Joel.roltgen@focusonenergy.com

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Mr. Roltgen has stated that lighting and controls for HVAC and lighting and VFD (variable frequency drivers) are the biggest place to save on energy with this program.

https://www.focusonenergy.com/
https://www.focusonenergy.com/programs/government-facilities

The design assistance is solely focused on design/engineering assistance for new facilities for energy efficiency. Per the website, City of Verona recommends scrolling down to the pale blue box to click item five (5) and download the design assistance information sheet to aid with this project.

https://www.focusonenergy.com/programs/design-assistance.

The cost is free if accepted into the program. The design team incentives are provided upon completion of the analysis. Once the building is completed, the building owner will receive financial incentives after verification that the energy efficiency measures were implemented.

#### 3.2.12 Constructability Review

The Consultant shall solicit the input of a contractor(s) familiar with the type of construction anticipated to conduct a constructability review. The review shall take place early enough in the design process to avoid major redesigns should portions of the selected routes be deemed unbuildable.

#### 3.2.13 Construction Phasing

The Consultant shall be able to identify (if possible) potential construction phasing to spread costs.

The Consultant shall also be able to advise on whether phasing for similar projects was completed and if there was any costs savings or if the costs ultimately increased.

Ultimately any decisions shall be made by City prior to moving forward with design preparation.

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# 4 Anticipated Scope of Services

The anticipated services to be provided by the consultant:

## 4.1 Building and Site Program

The 2017 space needs analysis by Barrientos was a planning effort that developed an initial space program, building layout and site plan, and recommended development of a new Garage and Yard at the Purple Cow site. The new facility will contain the following mix of buildings and site facilities:

1. Main Garage containing Heated Parking, Truck Wash, Repair Bay, Shops, Parts Storage, Crew Quarters, Conference Rooms, and Administration
2. Cold Storage Building
3. Recycling Drop-off

4. Yard waste and miscellaneous construction debris drop-off
5. Salt Shed
6. Materials Storage Bins
7. Parking and internal drives
8. Secure fencing, signage and landscaping

The sizes and capacities of these facility items shall be re-evaluated and refined throughout the phase of development along with further cost-estimating.

At this point, no plans for a phased construction approach have been established but shall be evaluated during the next phases of design.

## 4.2 Architectural and Engineering Services

Starting with the concept site and buildings plans developed prior, the Architect will develop preliminary then final designs of the Garage complex suitable for public bidding.

### 4.2.1 The Architect and Engineer will provide these professional design services:

1. Architecture
2. Structural Engineering
3. HVAC Engineering
4. Plumbing and Fire Protection
5. Electrical Engineering
6. Landscape Architecture
7. Site Civil Engineering
8. Utility Engineering
9. Range Trail roadway engineering
10. Storm water management and erosion control

The Architect is also to provide evaluation of sustainable design options.

The building design documents shall be created within Revit, a Building Information Modeling software. The site design documents shall be created within AutoCAD Modeling software.

### 4.2.2 Consultant shall sub-contract the following:

1. Interior Design, furnishings and signage

### 4.2.3 Phases of Design Work

For the Final Design of the Verona Public Works Garage, Architectural/Engineering services will be conducted in the phases of: Schematic Design and Permitting, Design Development, Construction Documents, and Bidding. The terms, responsibilities, definitions and phases generally will follow the AIA Owner Architect Agreement B101 2007 with the following scope governing:

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1. Detailed Facility Programming
    a. The facility programming effort will set forth the design criteria for the eventual design of a new Public Works Garage and Yard to be located on Range Trail Road. The design criteria to be established includes: assigned staff and population of each room, vehicle stall assignments, spatial needs and configuration of each room, fixed equipment identification and locations, relationship and adjacency requirements, circulation patterns for vehicles and pedestrians, height and width clearances, architectural finish requirements, interior environmental needs including HVAC, power and lighting, general security needs and major building codes affecting the design. Moreover, the program will identify the seasonal changes and how this affects facility usage, describe yard functions, and determine cold storage space requirements.
    b. Specific facility programming tasks and deliverables include:
        i. Conduct a Kick-off Workshop focusing on the facility programming process, vision for the DPW facility, organizational structure, operational delivery methods, current facility usage, and overview of space needs.
        ii. Conduct onsite interviews with key Public Works staff on the operations, equipment parking, parts storage, staff support, and administrative areas
        iii. Intake facility data on: fleet composition, major fixed equipment, parts and bulk storage, fueling, salt storage, field crews, supervisors and administration needs. In tabular form, summarize existing facility data and capacities including: number of vehicles parked, staff assigned, storage areas, fuel gallons stored, and salt tonnage stored.
        iv. Tabulate existing square footage by room and function groups. Show diagram plan of existing Garage and note square footage and current vehicle parking arrangements. Similarly, show current Yard parking and storage usage.
        v. Observe the flow of operations, traffic, material, deliveries, fueling, staging, and personnel. Document the sequence of Yard events throughout the day. Recommend the best relationship the rooms should have to each other along with grouping into compatible zones. Also identify Yard function flow and relationships. Create bubble diagrams that diagrammatically document how the functions should relate to each other.
        vi. Assess the future growth of the Public Works Department's activities along with fleet, shop, storage, and staffing changes. A percent increase in growth over the next twenty years is to be developed.
        vii. Develop an Optimal Room Tabulation Program that identifies the needed space and configuration for each room. Compare recommended square feet against existing square feet and identify percent increases.
        viii. Document the Facility Programming recommendations in a report format that follows the structure below:
            1. Executive Summary
            2. Programming Methodology & Scope

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3. Participants and Key Stakeholders
    a. List of meetings, workshops, and presentations
4. Public Works Operations and Functions
    a. Narrative on each operating group
5. Public Works Organization
    a. Staffing charts and relationships
    b. Breakdown of staff functions and count
6. Fleet Composition
    a. Listing of Fleet Vehicles
    b. Sorting of vehicle storage needs, and by season
    c. Graphic illustration of entire fleet
7. Design Criteria
    a. Truck and rolling stock storage
    b. Shops
    c. Parts and materials storage
    d. Crew support areas
    e. Administrative areas
8. Yard Functions Criteria
    a. Salt storage
    b. Brine making
    c. Fueling
    d. Truck scale
    e. Site security
9. Optimal Space Needs Tabulation
    a. Tabulate each room's configuration dimensions and square feet. Summarize recommended square feet by function area, by building and total facility.
    b. For Yard activities, establish square foot and configuration needs.
10. Room Data Sheets
    a. Room by room sheets establishing design criteria. Identify these facility criteria; staff assigned, vehicles stored, major fixed equipment, fixture and furnishing types spatial needs, configuration of space, clearances required, interior environmental needs, relationship and adjacency needs, security issues, lighting levels, telecommunication requirements and seasonal and daily usage patterns.
11. Relationship and Adjacency Diagrams
12. Optimal Floor Plan Diagram
13. Conceptual Cost Estimate
14. Projected Design and Construction Implementation Schedule

ix. Conduct a final workshop explaining the final recommendation in detail and methods used to arrive at design criteria.

x. Provide two (2) Council level presentation on PowerPoint.

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xi. Format the report into an 8 ½ x 11 booklet, provide copies along with an electronic version as required.

### 4.2.4 Schematic Design and Permitting Phase

The Schematic Design will generate building and site plan alternatives that best supports Public Work's daily operations, prepare Concept Review submittals, and provide an updated construction cost estimate.

Specific tasks to be undertaken for Schematic Design include:

ARCHITECTURAL AND SITE DESIGN

1. Create up to three (3) alternate layouts for a new consolidated facility. Alternate plans will have a concept site plans and diagram floor plans.
2. Review with staff (and committees) the three (3) alternates, weighing the pros and cons of each.
3. Revise plans per comments and edit or combine plan options so that the City has at least two edited plan options to select from.
4. Develop preliminary massing diagrams to indicate overall size and heights of the different volumes of space on the entire site. More detailed renderings will be developed in the Design Development phase.
5. Discuss preliminary concepts with engineers to gather their thoughts regarding each option. Develop preliminary concepts for selected plan.
6. Update the construction cost estimate to reflect the selected building and site plan direction.
7. Submit necessary permit applications when applicable to all levels of government including but not limited to; Federal, State, local, Army Corps of Engineers, Wisconsin Department of Natural Resources, Dane County Highway Department, Wisconsin Department of Transportation, and City of Verona.

Consultant shall allow the City appropriate time for review. Integrate any comments into the Schematic design report to ensure the appropriate direction of the project prior to starting the next phase.

### 4.2.5 Design Development and Planning Approvals

1. Finalizing of the Building and Site Plan with Public Works staff, gathering of additional room and equipment requirements.
2. Development of building sections, elevations, and typical wall assemblies.
3. Finalize site facility requirements, sizing, layout, and product lines.
4. Obtain necessary permit applications and submit applications to all levels of government including but not limited to: Federal, State, local, Army Corps of Engineers, Wisconsin Department of Natural Resources, Dane County Highway Department, Wisconsin Department of Transportation, and City of Verona.
5. Selection and specification of fixed equipment within the Building.

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6. Building Engineering: structural, HVAC, electrical, plumbing. Selection and sizing of systems.
7. Updated building and site civil cost estimates.
8. Finalize site plan development plan suitable for City's Site Plan Approval and Plan Commission requirements.
9. Develop documents for Site Plan Approval Package and Plan Commission hearings. Specific components include but not limited to: architectural plans, landscape plans, traffic plan, autoturn analysis for site circulation, utility layouts, grading plan, roadway improvement plans, stormwater, and erosion control management.
10. Submit Site Plan Approval Package and attend meetings and hearings
11. Conduct preliminary building code review.
12. Preliminary engineering of Green/Sustainable technologies, return on investment, funding applications.
13. Evaluation of LEED application process, costs, feasibility of obtaining rating.
14. Preliminary specifications.
15. Cost Estimates.
16. Presentation graphics suitable for public meetings. Includes two perspectives, colored elevations, colored site plans with landscaping.
17. Monthly client review and progress meetings as needed or more frequent as needed, no limit.
18. City Council and / or Committee presentations.
19. Submit Design Development set to the City for a Plan Commission review. Prepare documents and attend meetings, up to two (2).

#### 4.2.6 Construction and Bidding Documents

1. Final construction documents for all disciplines including plans, details and schedules.
2. Final review of products, materials and equipment.
3. Finish board of interior products.
4. Finalize technical specifications.
5. Writing of General Conditions and Bid Invitation documents.
6. Final cost estimate.
7. Value engineering options.
8. Submission of Design Documents for Building inspection / State Plan Review.
9. Client review and progress meetings as needed, no limit.

### 4.3 Sustainability Program

During Design Development, a sustainable design program will be identified and evaluated for payback efficiencies. Sustainable design practices to be incorporated within this budget include: use of recycled and renewable products, use of local products, solar orientation, extensive use of daylighting, light tube array in roof, evaluate additional insulation in roof and walls, radiant heat flooring, and rainwater roof collection.

Additional technologies and services that are to be evaluated for incorporation are: geothermal heating and cooling, photovoltaic (mounting structures only) on roof, solar power storage

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(battery system), waste oil recovery and solar hot water panels on roof. The final design incorporation and LEED certification process is not part of the base scope or cost estimating effort. If the City authorizes implementation of these technologies and a LEED application process, then these will be performed as additional services.

## 5 City of Verona Planning Submittal Process Requirements

Per the Zoning Ordinance, the Applicant is to provide the following information and follow these steps:

1. Narrative – This includes existing conditions of the property and proposed development such as operations, hours, building materials, future expansion, and land use.
2. Vicinity Map
3. Property Site Plan – This includes existing and proposed buildings, structures, paved area, access, dimensions/locations of parking and loading areas, lighting, signage, screening, drainage, and protected areas.
4. Landscaping Plan
5. Grading and Erosion Control Plan – This includes existing and proposed grades, including retention walls and devices
6. Elevation Drawings – This is to show the building height and materials used for the building.
7. Site Analysis – This includes specific natural resource areas noted, site disruption, visible damage to natural resources, soil, drainage patterns, vegetation, and mitigation areas.

Staff reviews the information. The site analysis map is submitted prior to, or concurrently with, the preliminary plat or CSM unless there is not a land division, which means the site plan analysis map is attached to the site plan.

The Plan Commission reviews the application. They can make amendments and conditions to the plans as part of the official record, which the developer will be required to do prior to moving forward by meeting the condition as noted by Staff or deemed acceptable by Staff.

The Zoning Ordinance states that no land use or development activity can occur prior to approval of the site plan, which includes clearing, grubbing, or grading. An approved site plan shall be initiated within 365 days of approval by Plan Commission and operational within 730 days of said approval. City staff will work to obtain site plan approval and extend the development activity calendar to fit to City budgetary needs.

The City is in the process of updating the zoning code. The Consultant shall keep in mind that some of these steps may change with the adoption of a new Zoning Ordinance in a year.

Consultant shall include a noise analysis to document noise generation to the adjacent neighboring properties as part of the site plan analysis for the Public Works Facility.

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3D renderings of the proposed site, landscaping, building and site circulation shall be included as part of the site plan application to the planning department.

## 6 City of Verona Building Permit Submittal Process Requirements

The process for project of such nature is as follows:

1. Obtain an approved Erosion Control Permit from City Engineer
2. Submit application for commercial plan review along with three (3) sets of building & plumbing plans
3. Submit Building Permit Application

The City of Verona has state review and permit issuance authority.

## 7 Survey Requirements

Surveying shall include the following:

1. A Wisconsin registered land surveyor (RLS) shall oversee all surveys.
2. Survey Control
    a. Vertical datum to be used shall be North American Vertical Datum of 1988 (NAVD88).
    b. All survey data shall be collected in Wisconsin County Coordinate System – Dane Zone, NAD83 (1997) datum. A newer (substantially equivalent) horizontal datum may also be allowed.
    c. Establish control points with accurate vertical and horizontal positions throughout the project: A minimum of four control points on the site, or more as deemed necessary by RLS.
    d. Control Points shall be of solid material type consistent with the terrain in which the monument is to be set and provide a degree of permanence.
    e. Provide documentation of geodetic control monuments used to establish and verify horizontal and vertical control.
3. The surveyor will be responsible for obtaining all necessary permits for survey work on public lands or public rights-of-way.
4. The surveyor will be responsible for obtaining permission from all private property owners for survey work on private property. This can be accomplished via a right of entry agreement or any other documentation the Consultant has used in the past.
5. The surveyor shall conduct the survey to a sufficient detail to prepare a digital terrain model (DTM). The site corridor shall record a grid to obtain, but not limited to sufficient data to prepare a DTM, all utilities, changes in topography (toe, top of slopes, breaklines), existing road/driveway features, existing buildings, retaining walls, above grades elements, and debris. Along corridors in public right-of-way, cross sections shall be recorded at 50-foot intervals and shall span the full width of the right-of-way. Obtain sufficient horizontal and vertical information for all surface features that may be removed during construction. This includes curbs, sidewalks, bike paths, roadways, etc., and any other features that may be disturbed during construction.

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6. The surveyor shall record all topographical features including, but not limited to, bench marks, control points, property irons, all PLSS corners, drive aprons, utilities (above and below ground), break lines, trees and shrubs, buildings, retaining structures, fencing, and any other pertinent physical features. Every effort shall be required to record property irons along the project corridor. All trees with diameters greater than four (4) inches must have the diameters labeled. The center of rim locations shall be recorded for all manholes, and all invert elevations of all culverts, pipes, and structures used for storm sewer or sanitary sewer shall be recorded and labeled. The surveyor shall notify Digger's Hotline prior to site surveying for marking of all underground facilities, and shall record and label the facilities centerlines.
7. Measure the actual invert elevations of existing sanitary and storm sewers in the survey corridor. Also, obtain elevations of all water valves, storm drains, and any other underground structures in the survey area that can be accurately measured. Provide measure down sheets for each measure down performed. Measure down sheets shall include shot numbers, surface elevation, elevation of the subsurface structure, description of the subsurface structure, and diagrams as appropriate to clarify the nature, location, and condition of the subsurface structure.
8. The surveyor shall provide appropriate traffic control in accordance to the Manual on Uniform Traffic Control Devices (MUTCD).
9. Deliverables
    a. Prepare maps showing 1-foot contour intervals, as well as spot elevations collected at required cross section intervals. Show all information which would be relevant to develop construction plans in the project areas.
    b. Supply a Digital Terrain Model (DTM) of the existing topography for project areas.

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## 8 Project Deliverables

Deliverables for each of the phases of the projects have been outlined and discussed in previous sections of this RFP. A general summary, but not limited to the major deliverables to be included for this project is provided in this section.

1. Facility Programming Recommendations report
2. Alternative layouts of facility and subsequent supporting documentation
3. Proposed layout of selected building site plan direction
4. Planning department submittal
5. Stormwater Management Plan
6. Permit applications to agencies
7. Preliminary engineering drawings
8. 60% engineering drawings
9. 90% engineering drawings
10. Project Manual / Bidding Documents

a. Prepare detailed plans and specifications to be used for construction bidding. Provide the City with paper and electronic copies of all contract documents, including the following:
    i. Electronic copies of all plans shall be supplied in AutoCad and Microstation format. Label all layers in the CAD drawings and include any special files required to view and/or print the plans.
    ii. Provide one electronic copy of the final design plans in Adobe Acrobat "PDF" format.
    iii. Provide an electronic copy of all specifications in Microsoft Word format.

# 9 Bidding Services

1. Preparation of Bid announcement –
    a. Assuming General Contractor approach with one bid package
2. Bidding issuance, walk-through, and issuance of addenda.
3. Attend a bid opening.
4. Review, tabulation and recommendation of bids.
5. Final GC contract writing.

# 10 Schedule

Written proposals for all work described in this RFP are due no later than **12:00 p.m. on Wednesday, November 27, 2019.** Consultant presentations and interviews are tentatively scheduled for Tuesday, December 10, 2019. The City expects to select the consultant services work the week of December 16, 2019. The City anticipates the selected Consultant contract negotiations to between the selection and January 6, 2020. The City approval of the contract is anticipated to occur at the Public Works Committee and Common Council meeting on January 13, 2020.

A kick off meeting shall be schedule for the week of January 27, 2020.

## 10.1 Project Schedule

The Consultant shall proceed along these milestones:

| | |
|---|---|
| 1. Kick off meeting | Week of January 27, 2020 |
| 2. Detailed Room Program and Data Sheets | 1-2 months |
| 3. Schematic Design and Permitting | 5-6 months |
| 4. Design Development | 5-6 months |
| 5. Construction Documents | 4-5 months |
| 6. Bidding and Contract Execution | 2-3 months |

Anticipated project schedule shall be 17 – 22 months. Project shall remain on schedule to execute the deliverables in an efficient and quality manner.

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Anticipated construction schedule is programed as follows (subject to change based upon budget approvals):

1. Bid – 2022 (Actual bid time is to be determined by anticipate length of construction)
2. Occupancy – September 2023

## 11 Proposal Requirements

The City requests that the proposals be as brief as possible, and limited to fifteen (15) pages of text. Proposals may be organized as you see fit, but should address the following areas:

### 11.1 Project Approach

Explain how your firm would organize the project and carry out the work. Include timelines and milestones for key tasks.

### 11.2 Key Technical Issues

Comment on key technical aspects or components of the projects that your firm believes will be particularly important to the success of the project.

### 11.3 Strength of the Project Team

Show the specialized experience and skills of the individuals to be assigned to each project, including subconsultants. Clearly indicate the responsibilities and role of each individual for each of the project tasks. Include a chart or table showing the anticipated hours from each individual (by name, not title), organized by the areas or tasks where each would be involved. Attach resumes of proposed personnel. For past project experience, emphasize the specific responsibilities carried out by the individual.

### 11.4 Pricing

Provide an estimated price range and detailed breakdown for the services to be provided. Include a breakdown of costs for each task. Show billable rates and estimated hours for the individuals to be involved for each task. Include salary multipliers to be used for the project and define the additional expenses that are billed outside of the multiplier. In general, project permit fees will be paid directly by the City and should not be included in the Consultant's Proposal.

### 11.5 Schedule

Break down each project into tasks and show how and when the various tasks will be completed to meet major milestones.

Attachments showing general firm information and organization may be included. Excessive or irrelevant materials will not be favorably received. The consultant shall e-mail, provide USB flashdrive, or a CD of a PDF of the proposal along with the submitted ten (10) copies of your Proposal for use by the selection committee.

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The fifteen (15) pages of text shall not include the following towards the total:

1. Cover letter
2. Dividers
3. 11x17 shall be counted as one page
4. Double sided printing will count as two pages
5. Resumes

Resumes shall be included in an appendix.

## 12 Evaluation of Proposals

Proposals will be reviewed by a selection committee consisting of internal City personnel. The criteria shown in the following table will be used in evaluating and ranking the Proposals received for this project:

| Criteria | Point Allocation |
|---|---|
| Project Approach | 0-20 |
| Key Technical Issues | 0-20 |
| Strength of Project Team | 0-20 |
| Pricing | 0-20 |
| Schedule | 0-10 |
| Overall Impression | 0-10 |
| **TOTAL** | **0-100** |

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## 13 Interviews

If the selection deems interviews are necessary the consultant presentations and interviews are tentatively scheduled for Tuesday, December 10, 2019. **The consultant shall be notified by 12:00pm on Thursday December 5, 2019** if interviews are required.

## 14 City of Verona Contact

Theran Jacobson, P.E.
Director of Public Works
410 Investment Court
Verona, WI 53593
608-845-6695
e-mail: theran.jacobson@ci.verona.wi.us

Drafted // reviewed by:
TPJ//mf/KM/mf

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# ADDENDUM NO. 1
# REQUEST FOR PROPOSALS
# CITY PROJECT ID 2019-111

**FIELD SURVEYING, MAPPING, PERMITTING, SITE PLANNING / DESIGN, ARCHITECTURAL, AND ENGINEERING DESIGN SERVICES FOR *CITY OF VERONA PUBLIC WORKS FACILITY***

CITY OF VERONA

November 22, 2019

DRAFT

This addendum forms a part of the Request for Proposals (RFP) and modifies the original RFP Documents dated November 6, 2019. Acknowledge receipt of this Addendum within the narrative of your proposal is required. Failure to do so may subject the RFP to disqualification.

**CHANGES TO THE REQUEST FOR PROPOSALS**

**Section 3.2.5 Roadway Improvements / Traffic Impacts**

**DELETE**:

"It is currently anticipated that the project will include urbanization of the west half of Range Trail along the frontage of the property and improvements to the intersection of Range Trail / CTH M. CTH M is in the jurisdiction of Dane County Highway Department at the intersection of Range Trail.

The Consultant shall evaluate all traffic impacts associated with site improvements, Range Trail urbanization, Range Trail / CTH M intersection improvements, and include the necessary traffic control plans in the design documents.

Roadway-wise, the load capacity of Range Lane Trail is not known but with an increase of heavy truck traffic, pavement cores shall be taken.

It is assumed that two openings will be allowed for traffic control and site access. Turning lanes have not been established yet or warranted but shall be evaluated. Sidewalk shall be extended on the west side of Range Trail along the frontage of the property."

**ADD**:

"The project will include urbanization of the west half of Range Trail along the frontage of the property. The improvements to the east half of Range Trail and the intersection

of Range Trail / CTH M are being evaluated by others for an adjacent proposed development project east of Range Trail. CTH M is in the jurisdiction of Dane County Highway Department at the intersection of Range Trail.

The Consultant shall include the necessary temporary traffic control plans for the construction phase(s) in the design documents.

The section of Range Trail adjacent to the property was re-constructed by the Wisconsin Department of Transportation (WisDOT) in 1993/1994 under WisDOT project ID 1201-04-75 when the USH 18/151 by-pass was constructed. Record drawings of Range Trail are included in Appendix A of this Addendum.

It is assumed that two openings will be constructed for traffic flow and site access. Turning lanes have not been established yet or warranted but shall be taken into account during design. Sidewalk shall be extended on the west side of Range Trail along the frontage of the property and connect to the existing sidewalk near the southeastern corner and future connection near the Range Trail / CTH M intersection."

The traffic impact analysis performed by AECOM for the intersection of Range Trail / CTH M is included in Appendix B of this Addendum.

**Section 4.2.3 Phases of Design Work subsection 1 part b paragraph iii:**

**DELETE**:

"Intake facility data on: fleet composition, major fixed equipment, parts and bulk storage, fueling, salt storage, field crews, supervisors and administration needs. In tabular form, summarize existing facility data and capacities including: number of vehicles parked, staff assigned, storage areas, fuel gallons stored, and salt tonnage stored."

**ADD**:

"Intake facility data on: fleet composition, major fixed equipment, parts and bulk storage, salt storage, field crews, supervisors and administration needs. In tabular form, summarize existing facility data and capacities including: number of vehicles parked, staff assigned, storage areas, and salt tonnage stored."

**Section 4.2.3 Phases of Design Work subsection 1 part b paragraph v:**

**DELETE**:

"Observe the flow of operations, traffic, material, deliveries, fueling, staging, and personnel. Document the sequence of Yard events throughout the day. Recommend the best relationship the rooms should have to each other along with grouping into

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compatible zones. Also identify Yard function flow and relationships. Create bubble diagrams that diagrammatically document how the functions should relate to each other."

**ADD**:

"Observe the flow of operations, traffic, material, deliveries, staging, and personnel. Document the sequence of Yard events throughout the day. Recommend the best relationship the rooms should have to each other along with grouping into compatible zones. Also identify Yard function flow and relationships. Create bubble diagrams that diagrammatically document how the functions should relate to each other."

**Section 4.2.3 Phases of Design Work subsection 1 part b paragraph viii subpart 8:**

**DELETE**:

8. Yard Functions Criteria
    a. Salt storage
    b. Brine making
    c. Fueling
    d. Truck scale
    e. Site security

**ADD**:

8. Yard Functions Criteria
    a. Salt storage
    b. Site security

**Section 5 – City of Verona Planning Submittal Process Requirements:**

Clarification on paragraph:

"Consultant shall include a noise analysis to document noise generation to the adjacent neighboring properties as part of the site plan analysis for the Public Works Facility."

Clarification:

City of Verona does not anticipate a modeled analysis for noise pollution and reduction measures to be taken. Consultants shall be able to perform and demonstrate the following:

- Noise levels from similar operations and landuse

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- Noise level decrease over a distance and approximate levels near property lines
- Demonstrate and present work flow operations that are in existence and how those reduce noise levels over the site
- If necessary utilize landscaping to soften and dissipate noise levels
- If necessary generate levels from the USH 18/151 by-pass from WisDOT study and compare to site levels anticipated

*****END OF SECTION*****

Drafted // reviewed by:
TPJ//jb

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# ADDENDUM NO. 2
# REQUEST FOR PROPOSALS
# CITY PROJECT ID 2019-111

## FIELD SURVEYING, MAPPING, PERMITTING, SITE PLANNING / DESIGN, ARCHITECTURAL, AND ENGINEERING DESIGN SERVICES FOR *CITY OF VERONA PUBLIC WORKS FACILITY*

CITY OF VERONA
November 22, 2019

DRAFT

This addendum forms a part of the Request for Proposals (RFP) and modifies the original RFP Documents dated November 6, 2019. Acknowledge receipt of this Addendum within the narrative of your proposal is required. Failure to do so may subject the RFP to disqualification.

**CHANGES TO THE REQUEST FOR PROPOSALS**

**Section 10: Schedule**

**DELETE**:

Written proposals for all work described in this RFP are due no later than **12:00 p.m. on Wednesday, November 27, 2019**. Consultant presentations and interviews are tentatively scheduled for Tuesday, December 10, 2019. The City expects to select the consultant services work the week of December 16, 2019. The City anticipates the selected Consultant contract negotiations to between the selection and January 6, 2020. The City approval of the contract is anticipated to occur at the Public Works Committee and Common Council meeting on January 13, 2020.

A kick off meeting shall be schedule for the week of January 27, 2020.

**ADD**:

Written proposals for all work described in this RFP are due no later than **12:00 p.m. on Wednesday, December 4, 2019.** The City expects to select the consultant the week of interviews. The City anticipates the selected Consultant contract negotiations to between the selection and January 6, 2020. The City approval of the contract is anticipated to occur at the Public Works Committee and Common Council meeting on January 13, 2020.

**Section 13: Interviews**

**DELETE**:

If the selection deems interviews are necessary the consultant presentations and interviews are tentatively scheduled for Tuesday, December 10, 2019. **The consultant shall be notified by 12:00pm on Thursday December 5, 2019** if interviews are required.

**ADD**:

If the selection deems interviews are necessary the consultant presentations and interviews are tentatively scheduled for Tuesday, December 17, 2019. **The consultant shall be notified by 12:00pm on Thursday December 12, 2019** if interviews are required.

*****END OF SECTION*****

**Section 11.4 Pricing**

**ADD**:

Pricing documentation shall be a separate submittal package within the response to the RFP. Include the pricing submittal package in a seal enveloped with the same number of copies as the RFP requires. Do not include the pricing in the electronic PDF submitted with the RFP. This will allow staff to focus on the qualifications of the consultants.

**Section 11.5 Schedule**

**DELETE**:

Attachments showing general firm information and organization may be included. Excessive or irrelevant materials will not be favorably received. The consultant shall e-mail, provide USB flashdrive, or a CD of a PDF of the proposal along with the submitted ten (10) copies of your Proposal for use by the selection committee.

The fifteen (15) pages of text shall not include the following towards the total:

1. Cover letter
2. Dividers
3. 11x17 shall be counted as one page
4. Double sided printing will count as two pages
5. Resumes

Resumes shall be included in an appendix.

DRAFT

**Section 11: Proposal Requirements**

**ADD**:

**Section 11.6: Response to RFP**

Attachments showing general firm information and organization may be included. Excessive or irrelevant materials will not be favorably received. The consultant shall e-mail, provide USB flashdrive, or a CD of a PDF of the proposal along with the submitted ten (10) copies of your Proposal for use by the selection committee.

The fifteen (15) pages of text shall not include the following towards the total:

1. Cover letter
2. Dividers
3. 11x17 shall be counted as one page
4. Double sided printing will count as two pages
5. Resumes
6. Pricing documentation submittal package

Resumes shall be included in an appendix.

Drafted // reviewed by:
TPJ//jb

S:\PROJECTS\2019-111_PW FACILITY DESIGN\ADMINISTRATIVE (CONTRACTS)\REQUEST FOR PROPOSAL\DESIGN\ADDENDUM NO. 2\ADDENDUM NO. 2_2019-111, VERONA PW FACILITY RFP_2019-11-22.DOCX

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# ADDENDUM NO. 3
# REQUEST FOR PROPOSALS
# CITY PROJECT ID 2019-111

## FIELD SURVEYING, MAPPING, PERMITTING, SITE PLANNING / DESIGN, ARCHITECTURAL, AND ENGINEERING DESIGN SERVICES FOR *CITY OF VERONA PUBLIC WORKS FACILITY*

CITY OF VERONA
November 26, 2019

DRAFT

This addendum forms a part of the Request for Proposals (RFP) and modifies the original RFP Documents dated November 6, 2019. Acknowledge receipt of this Addendum within the narrative of your proposal is required. Failure to do so may subject the RFP to disqualification.

**CHANGES TO THE REQUEST FOR PROPOSALS**

**Section 10: Schedule**

**CLARIFICATION**:

Written proposals shall be delivered to the Public Works Facility located at:

Verona Public Works Facility
410 Investment Court
Verona, WI 53593

https://www.google.com/maps/place/410+Investment+Ct,+Verona,+WI+53593/@42.9758902,-89.5414845,17z/data=!3m1!4b1!4m5!3m4!1s0x8807b088bf5124f7:0xcc6fb01743596208!8m2!3d42.9758863!4d-89.5392958

**Section 11.4: Pricing**

**DELETE**:

Provide an estimated price range and detailed breakdown for the services to be provided. Include a breakdown of costs for each task. Show billable rates and estimated hours for the individuals to be involved for each task. Include salary multipliers to be used for the project and define the additional expenses that are billed outside of the multiplier. In general, project permit fees will be paid directly by the City and should not be included in the Consultant's Proposal.

**ADD**:

Provide a price and detailed breakdown for the services to be provided. Include a breakdown of hours and costs for each task. Show billable rates and estimated hours for the individuals to be involved for each task. Include salary multipliers to be used for the project and define the additional expenses that are billed outside of the multiplier. In general, project permit fees will be paid directly by the City and should not be included in the Consultant's Proposal.

Drafted // reviewed by:
TPJ//km

S:\PROJECTS\2019-111_PW FACILITY DESIGN\ADMINISTRATIVE (CONTRACTS)\REQUEST FOR PROPOSAL\DESIGN\ADDENDUM NO. 3\ADDENDUM NO. 3_2019-111, VERONA PW FACILITY RFP_2019-11-26.DOCX

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KUENY ARCHITECTS, L.L.C.

# City of Verona, WI
## Public Works Facility
## Design Services

### Request for Proposal (RFP) – Project ID: 2019-111

**December 2019**

**Kueny Architects, L.L.C.**
**10505 Corporate Drive, Suite 100**
**Pleasant Prairie, Wisconsin 53158**
**12/4/2019**

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# Letter of Interest

December 4, 2019

Verona Public Works Facility
410 Investment Court
Verona, WI 53593

**Regards:** **Field Surveying, Mapping, Permitting, Site Planning/Design, Architectural and Engineering Design Services for City of Verona Public Works Facility, City Project ID 2019-111**

**Attention:** **Theran Jacobson, P.E. Director of Public Works**
(608) 845-6695 email: theran.jacobson@ci.verona.wi.us

Dear Selection Team, City of Oshkosh

Thank you for the opportunity to present our Architectural and Engineering Design Services to the City of Verona. Enclosed, you will find our response to your Request for Proposal. **As the preeminent leader in the field of municipal planning, our firm, Kueny Architects, L.L.C.** has delivered dozens of similar projects ranging in size from 5,000 square feet to over 300,000 square feet across the Midwest. In Illinois and Wisconsin, some of our current and past **Public Works and Municipal Facilities** include:

**City of Moline, IL - City of Madison, WI - City of Eau Claire, WI - City of Cedarburg, WI - City of Oshkosh, WI**

We understand the City plans to construct a new Consolidated Public Works Facility on a newly purchased parcel on Range Trail Road in the City of Verona. Our firm is familiar with the challenges of such a project and is confident our team of experienced staff and consultants can assist the City in providing a cost effective project on time and within budget. I encourage you to contact any of our references listed in this response and to take a tour of some of our past and present City, County and Village facilities. Past clients can attest to our reputation for delivering high quality professional services. We look forward to discussing this proposal further.

Very Truly Yours,

Jon P. Wallenkamp, AIA ALA, Partner

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# 11.0 Firm Profiles – General Information

**PROJECT LEAD ARCHITECT:**

**KUENY ARCHITECTS, L.L.C. – PROGRAMMING, ARCHITECTURE, DESIGN**
10505 CORPORATE DRIVE – SUITE 100, PLEASANT PRAIRIE, WI 53158
PHONE: (262) 857-8101 FAX: (262) 857-8103
MEMBER OF: AMERICAN PUBLIC WORKS ASSOCIATION
UNITED STATES GREEN BUILDING COUNCIL

**PRINCIPALS:**
JON P. WALLENKAMP, AIA, ALA – Project Manager
JOHN F. SCHMIDBAUER, PE

Kueny Architects was born out of a private practice founded in 1959 by Robert M. Kueny. In 2000, Mr. Kueny established Kueny Architects, LLC so that his practice and love of architecture would continue. The current principals of the firm had worked for Robert for over a decade at the time.

In the six decades of existence this office has completed hundreds of project in and out of the Kenosha Area. We continue to follow the philosophy of the man whose name is on our door.

**PROJECT ASSOCIATE ARCHITECT:**

**OPN ARCHITECTS – INTERIOR DESIGN, LEED**
301 N BROOM STREET, SUITE 100, MADISON, WISCONSIN 53703

**KEY TEAM MEMBERS:**
WESLEY REYNOLDS, AIA. – PRINCIPAL – ARCHITECT
TATE WALKER, AIA, LEED FELLOW, LEED AP, WELL AP

As a 100+ person firm with a 40-year track record of success, OPN Architects is one of the most successful architectural firms in the Midwest. We've won wide recognition for our design work and are listed by Architectural Record as the 109th largest design firm in the nation in 2015. Our success is the result of a deliberate, sustained commitment to an open culture that nurtures excellence and new ideas.

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# 11.1 Project Understanding & Approach

**Project Understanding**

To meet the needs of an expanding municipality, the City of Verona Public Works Department has recently purchased a 20 acre site located at 2159 Range Trail Road. Also known as the Purple Cow Site, the City plans to construct a new Consolidated Public Works Facility housing Public Works, Water, Sewer, Storm Water Utilities, and Parks & Recreation Departments. In 2017, a space needs analysis was conducted recommending the following mix of buildings and site improvements including:

- Approximately 85,000 square feet of Main Garage containing Warm Vehicle Storage, Truck Wash, Shops, Repair Bay/s, Parts Storage, Crew Quarters, Conference Rooms and Administration, along with 7,000 square feet of mezzanine space.
- Approximately 9,600 square feet of Cold Storage Building.
- 4,800 square feet (1,500-2,000 ton) Salt Shed plus material storage bins.
- 4,000 square feet of Recycling Drop-off space.

In all, the project recommends approximately 111,000 square feet of new construction with an anticipated budget of $11 million in buildings and near $5 million in site costs totaling $16 million dollars. Having conducted dozens of similar projects, we understand these are conceptual estimates and projections; however it provides a solid background for the next phase, **Space Needs Assessment Review and Schematic Development.** The following areas will be reviewed, specifically;

**Administration,** we propose to specifically refine the spatial requirements for the following areas:

- Reception area, frequency of public interaction, and amount / type of various security controls needed.
- Number, type and size of recommended offices, workstations, conference areas, planning and IT storage spaces
- Active and non-active archives, file retention and if feasible, a shared, centralized area for office equipment and documents.

**Vehicle Maintenance,** scope of services will analyze the Fleet Maintenance operations in order to determine type of service being provided for itself on snow and ice vehicles and equipment, specialized equipment and any other vehicles and Departments. We will specifically review:

- Parts inventory needs and requirements affecting spacial requirements, i.e. active versus inactive parts requirements.
- Tire storage, equipment requirements, current and future outsourcing, in ground and take-up exhaust reels.
- The number, capacity, and type of hoists (in-ground, recessed, mobile etc.) and the need for an overhead bridge crane.
- Welding and the need for a dedicated bay area and equipment such as bridge or jib crane, weld tables, racks, and electric.

**Employee Support Areas**, a break/training room area equipped with weather equipment.

- Amenity needs such as restroom, shower, locker rooms, mud room and a small area for uniforms, if this is applicable.

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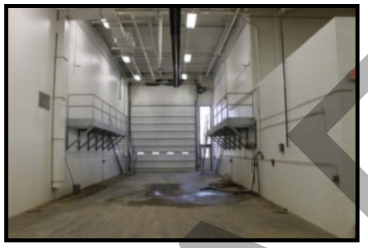
**Vehicle Storage,** Typically all response vehicles with attachments (plow trucks and snow removal equipment), light duty trucks (department trucks and take-homes), and heavy duty equipment are stored in a warm environment. Seasonal equipment such as tractors, rollers, construction and mower equipment is usually stored in minimally heated storage. For each vehicle, we will assess the make, model, age, size and accompanying attachments. We also will help identify the average age of the fleet and vehicle replacement plans. This analysis will help to determine the quantity and size of future parking bays.

**Ancillary Buildings and Site Improvements**, Review the fueling system (On or off-site, above or below ground).

- A manual wash (and possibly an automated) system should be determined with the ability to flush the inside of dump boxes.



## Project Approach

Our approach to this project is made up of five distinct phases.

**Phase 1 – Space Needs Assessment Review & Schematic**
**Phase 2 – Design Development**
**Phase 3 – Construction Documents**
**Phase 4 – Bidding & Negotiation**
**Phase 5 – Construction Oversight**

**Phase 1 – Space Needs Assessment Review & Schematic**

1. **Conduct a Kick-off meeting.**
   a. Set Project Scope and Schedule; establish agenda for meetings, goals and delivery methods.
   b. Meet with City staff and review conceptual spatial layouts generated by the 2017 Study.
2. **Gather and Assess data** including:
   a. Review space needs assessment study and discuss pros and cons of selected scheme and configuration/s. We will conduct our own cursory analysis of all spaces including; administration, amenities, fleet maintenance, shops, materials storage, warm and cold vehicle storage and yard improvements.
   b. Confirm current and future staffing, fleet composition, major fixed equipment, parts, bulk storage of materials, vehicle and equipment storage, fueling, salt storage and crew needs.
   c. Document findings in a "spatial worksheet" to be reviewed by the team, make refinements and offer cost effective alternatives as they arise.

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d. Provide multiple refinement layouts of the programmed spaces at the Range Trail Road Site.
e. Review site circulation issues and evaluate site access, traffic flow, and public versus private entry/exit, turn radii, security, neighboring properties and storm water retention.

3. Make refinements to plan/s based on feedback received in our interviews with staff and prepare Programming document.
4. Conduct (1) **Public Information Meeting** presenting facility programming recommendations and proposed layout of selected building site and facility along with cost estimates. Feedback will be incorporated in the plans.
   a. Besides DPW staff meetings (3) additional meetings with the Public Works Committee, (3) with Parks, Recreation and Forestry Committee and (2) meetings with Common Council are expected.
   b. Phase 2 will commence, specifically:

**Phase 2 – Design Development**

The result of this **Design Development Phase** is to develop 50% of the final design including floor plans, sections, functional layout and revised cost estimates. Specifically our initial meetings will review the following:

1. Assess any **sustainability features into the building program** such as solar, geothermal, natural lighting and possibly a natural gas powered fleet. Levels of certification will also be discussed.
2. Model the final schematic design into a 3-D computer model. This software is capable of generating plans, rendering and animations for greater understanding of the final project.
3. Select the mechanical and electrical systems that will be designed in the building, layout basic site engineering, security and lighting and discuss general framing requirements.
4. Anticipated site engineering plans include the following: site preparation, erosion control, utilities, storm-water, grading and paving.
5. Review plans and costs with City staff to assure a complete understanding, incorporate changes and refine construction documents to a 50% completion level.
6. **Prepare Final Detailed Cost Estimate**, Present, anticipated design costs and project timeline for approval. Documents provided will include site plans, floor plans and color renderings of at least two building elevations.

**Phase 3 - Construction Documents**

The Team will prepare drawings and specifications per applicable codes and standards. Full plan sets will be provided including, Architectural, Civil, Structural, Mechanical, and Electrical plans, sections and specifications suitable for construction result. Deliverables will be provided in pdf format using Autodesk Revit.

1. During the Construction Documents Phase, The Design Team will meet with the City at the beginning, 50%, 75% and 100% milestones, or as necessary. Any comments will be incorporated into the plan. Approvals shall go through City and any other governing bodies. At the 100% milestone, the Team will present the final plans to City for final approval.
2. Final construction documents will contain complete design drawings, specifications and incorporate all required **State of Wisconsin and local provisions**. Prior to the release of the documents, the Design Team will help secure the required State and Local Plan Approvals.
3. The following are the divisions of work our firm and consultants will coordinate for this project. These items are studied and researched by our team on an ongoing basis. Our expertise in each of these areas of service is a true asset to our clients.

| | | | | |
|---|---|---|---|---|
| Complete Facility Design | State Permitting | Plumbing | Fire Protection | HVAC/Electrical |
| Low Voltage/IT | Capital Equipment | Fuel Island Design | Fluid/Hazardous Design | Salt Storage |

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**Phase 4 - Bidding & Negotiation**

1. The Team will provide the necessary hard copy documents for distribution of plans and specifications to prospective bidders.
2. The Team will create a construction schedule and participate in the following areas as required by the City.
    1. Interview Contractors
    2. Write Addenda/s per questions asked by bidders.
    3. Arrange and host a Pre-bid Meeting
    4. Assemble Contractor Lists and conduct a Pre-Construction meeting.
3. The Team will **attend the bid opening** and provide analysis of the bids and issue a recommendation to the City. If needed, we will notify awarded bidders and will **attend an informational meeting** serving as an advisor as bids are being considered.

**Phase 5 - Construction Oversight**

1. Site Visits – Members of the Team will be present on the site consistent with the progress of construction. It is our practice to be an advocate for the Owner in our approach to construction observation services.
2. Shop Drawings and Submittals -The Team will review all shop drawings and submittals in accordance with the design scope. The field coordination of mechanical trades will be done by those trades.
3. Job Meetings – The Team will administer project meetings. It is anticipated these meetings would be held bi-weekly or weekly at the construction site.
4. Monthly Payment Applications – The Team will review and certify the monthly progress payments as is customary. It is anticipated these applications will be made on AIA format documents. In addition, our team will prepare the necessary payroll reporting as required by any outside funding sources and provide periodic reports to City staff.

**Project Close-out**

1. The Team will organize the final inspection of the project by the Architect, Engineers and any appointed City Project Manager. Based on this inspection, the Architect will prepare and distribute the Punch List to all affected parties.
2. The Team will prepare the final Record Drawings (As-built) for presentation to the City. These will consist of the original contract drawings, updated, changed or redrawn, if necessary, to indicate the actual construction of the project, based on the Team's own observations and data supplied by the Contractors. Reproductions and digital copies of the Record drawings will be made available for the Owner's future use.

**Post Construction**

1. The Architect and consulting Engineers will make themselves available to consult on any matter arising regarding this project for as long as necessary after project completion.
2. Assuming that the City-Contractor Agreement requires a one year warranty period for all the work done, the Architect will organize a Warranty Inspection Meeting approximately 11 months after substantial project completion warranty provisions. The Architect will prepare and transmit all written documents required, to inform all parties of these deficiencies.

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## 11.2 Key Technical Issues

**Site and Facilities**

*In summary*, we understand the City of Verona plans to relocate its current Public Works operations located at 410 Investment Court to 2159 Range Trail Road. The Range Trail *West* Site is nearly flat which should allow for lower development costs and utilities are located within easements and/or adjacent roadways which the City has recently annexed.

We also have examined the space needs study conducted in 2017 which recommended approximately 111,000 square feet of new construction with an anticipated budget of $16 million dollars. Having conducted dozens of similar projects, we understand these are conceptual estimates and projections; however it provides a solid background for further refinement.

- We understand our scope of services requires us to retain the services of a *Geotechnical Engineer* to identify soil boring locations and survey final field locates. Combined with the previous borings, our Team will then suggest any alternatives and design the necessary structural requirements.
- We understand portions of the site are located near areas which may contain remnants of Native American artifacts. For this, we shall employ the services of a *licensed state Archaeologist* to perform a detailed review and field survey of the project corridor. Our team has discussed this project with Mr. Robert Watson of Commonwealth Heritage Group. Mr. Watson is familiar with the site and does not anticipate any issues. Once the field survey is complete, a report will be submitted to the Wisconsin Historical Society for approval to proceed.
- *Wetland Delineations*. We will consult with the City's consultant (from MSA) to further review the delineation report. We understand the delineations are complete and the site can be mitigated. As the design proceeds, our Team will provide wetland planning recommendations. Over the years, our Team has successfully planned dozens of similar mitigations.
- *Cold Water Fishery*. We understand the City of Madison is beginning an 18 month analysis to study the Badger Mill Creek Watershed. The study aims to at identify potential flooding problems upstream which cause more flooding problems downstream. The potential findings of this report will be taken into account during our planning efforts.
- *Roadway Improvements/Traffic Impacts*. We understand a significant amount of analysis has gone into studying the traffic impacts associated with the proposed development. Our Team will analyze the traffic impacts associated with site improvements i.e. urbanization of Range Trail Road, County M intersection improvements, and control plans such as possible turning lanes. We understand we will provide the necessary temporary traffic control plans for the construction phases.
- *Noise Abatement*. We will draw from our experience with similar projects to help decrease traffic noise and provide abatement solutions i.e. careful placement of buildings/operations in relation to neighboring properties. We will also use varied building distances and natural landscape features such as earth berms to help soften noise levels.
- *Constructability*. During the design process, our firm will consult with an area Construction Manager, Camosy Construction, which has been involved in past projects of this type with our firm. Kueny and Camosy have designed and constructed several past projects with successful outcomes.

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# 11.3 Team Experience & Qualifications

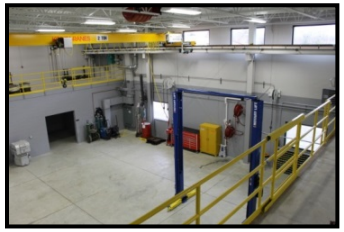
Kueny Architects, LLC is a full service Architectural & Engineering firm located in southeastern Wisconsin. Founded in 1959 by local architect Robert M. Kueny, Kueny Architects has experience in a wide range of building types. Recently marking its 60th year, the firm has completed over three million square feet of Government Projects across the Midwest in the last 29 years. Our Project Team consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have **been working together for over 29 years on all the facilities included in this submittal.**

In recent years, Kueny Architects has collaborated with OPN Architects on several projects. OPN brings two specific areas of expertise to this project. OPN will fulfill the role of interior designer and LEED professional to enhance the outcome of this project.

**Three Reasons to Choose Kueny Architects**

Municipal Facilities are our specialty; it's what we are known for and **what we do well**. It has driven our talented team of Architects and Consultants to establish lifelong relationships with municipal clients across the Midwest. Our **Building Design Team** has been working together for over 29 years using the latest design innovations in the industry.

**(1) Lower Construction Cost per Square Foot**

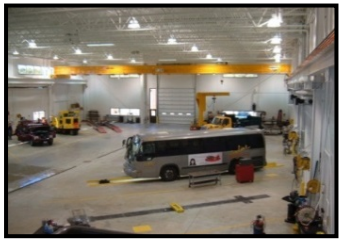


The average total cost for our Public Works buildings range from $110 - $165 per square foot, (See Similar Projects). **This includes salt storage and fueling facilities.** Based on our experience in completing dozens of similar facilities across the Midwest, our Municipal Facilities typically cost 10% - 20% less for first class facilities. Due to this experience, we are confident we can arrive at a design with a **substantially lower cost per square foot than any of our competitors.**

**(2) Projects are completed with less than 1% in Change Orders**

The fact that our **projects are completed with less than 1% in change orders** indicates the success of our upfront planning and understanding with all parties. It also reflects the accurateness and detail in our drawings and specifications and the success of our construction oversight. All members on the team are alert to all aspects of the design and know when to ask questions of other team member's work, giving each project many internal reviews of the entire design package.

**(3) Lower Architectural/Engineering Design Fees**



Typically, **our design costs are on the lower end of the scale,** with absolutely no sacrifice in experience and skill. Secondly, our buildings are less costly to construct for a very high level of quality. The bottom line is that the overall project budget is left with more dollars that can be invested in the facility and its operation. We encourage you to contact the users of these buildings to discuss this advantage first hand.

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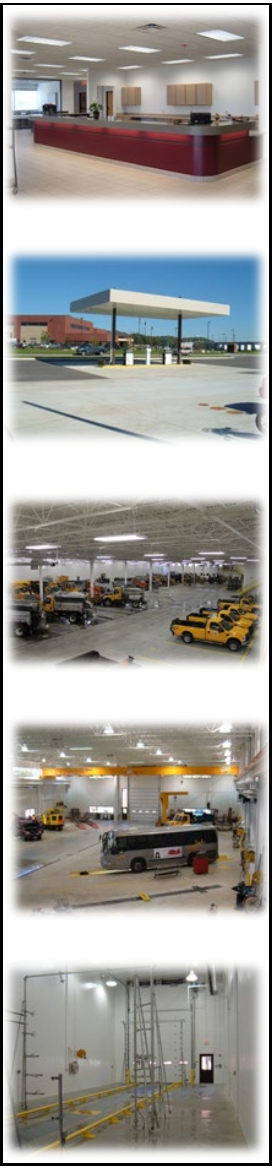
# 11.3 Project Experience - Snapshot

| Facilities Designed By Kueny Architects | Master Plan | Federal & State Compliance | Federal & State Funding Sources | Winter Climate (1) (2) | Office Areas | Vehicle Parking | Vehicle Mainenance | Vehicle Exhaust & Zoned Heating | Integrated Data & Security, A/V | Wash Systems | Overhead Crane | Vehicle Lifts | Fuel Facility | CNG Vehicles - Storage / Service | Bulk Fluids | Salt Facility |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Portage County, Wisconsin - Highway Department Addition | | X | | X | X | X | | X | X | X | X | | X | | X | |
| City of Sterling Heights, Michigan - Public Works Facility | X | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| City of Urbandale, Iowa - Parks and DPW Facility | X | X | | X | X | X | X | X | X | X | X | X | X | | X | |
| City of West Des Moines, Iowa - West Side Services Facility | X | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| City of Elkhorn, Wisconsin - Public Works Facility | | X | | X | X | X | X | X | X | | X | X | | | X | X |
| Village of Brown Deer, Wisconsin - Public Works Facility | | X | | X | X | X | X | X | X | X | X | X | | | X | X |
| City of Wauwatosa, Wisconsin - DPW Office Remodel | | X | | | X | | | | | | | | | | | |
| Village of Caledonia, Wisconsin - DPW Addition and Remodel | | X | | X | X | X | X | X | X | X | X | X | | | X | |
| Ashland County, Wisconsin - Highway Department Addition | | X | | X | | X | | X | X | | | | | | | |
| Village of Little Chute, Wisconsin - Municipal Services Building | X | X | | X | X | X | X | X | X | X | X | X | | | X | X |
| City of Mequon, Wisconsin - Highway Division Addition | X | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| Burnett County, Wisconsin - Highway and Forestry Facility | X | X | | X | X | X | X | X | X | X | X | X | | | X | |
| City of Cedarburg, Wisconsin - Operations Center | | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| Village of Bayside, Wisconsin - Operations Center | X | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| Scott County, Iowa - Secondary Roads Facility Additions | | X | | X | X | | X | X | X | X | X | | X | | X | |
| Dane County, Wisconsin - Highway Facility | X | X | | X | X | X | X | X | X | X | X | X | X | X | F | X |
| City of Oshkosh, Wisconsin - Public Works Facility | X | X | | X | X | X | X | X | X | X | X | X | X | X | X | X |
| City of Des Moines, Iowa - Municipal Services Center Phase 1 | X | X | X | X | X | X | | X | X | X | F | F | F | X | F | F |
| City of Cedar Rapids, Iowa - Operations Center | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| City of Waterloo, Iowa - Operations Center | X | X | X | X | X | X | X | X | X | X | X | X | F | X | X | F |
| Town of Salem, Wisconsin - Highway and Fire Facility | X | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| Village of Grafton, Wisconsin - Operations Center | X | X | | X | X | X | X | X | X | X | X | X | | | X | X |
| City of Dubuque, Iowa - Operations Facility | X | X | X | X | X | X | X | X | X | X | X | X | X | | X | X |
| City of Burlington, Iowa - Municipal Services Center | X | X | X | X | X | X | X | X | X | X | X | X | X | | X | X |
| Waukesha County, Wisconsin - DPW Storage Facility | | X | | X | | X | | X | X | | | | | | | X |
| City of Moline, Illinois - Municipal Service Center | X | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| City of Davenport, Iowa - Public Works Center | X | X | X | X | X | X | X | X | X | X | X | X | X | | X | X |
| Kenosha County, Wisconsin - Kenosha County Center | X | X | | X | X | X | X | X | X | X | X | X | X | | X | X |
| City of St. Peters, Missouri - Solid Waste Fleet Facility | X | X | | | X | X | X | X | X | X | X | X | X | | X | |
| Lake County, Illinois - DOT Misc. Projects | X | X | | X | X | X | | X | X | X | X | X | X | | X | X |



(1) - Buildings designed for winter weather conditions. (2) - Facilities designed to manage operational sludge and runoff. F = Planned for Future

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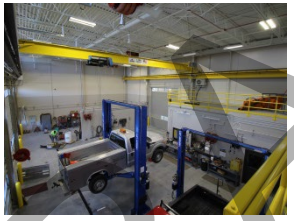
# 11.3 Similar Public Works & Municipal Facility Projects

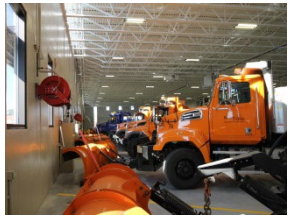
## Village of Brown Deer – Public Works Facility – 2019

Project: Village Public Works offices and support areas, repair bay, departmental shops, wash bay and indoor storage for 33 vehicles. Project includes outdoor bins, salt storage, and residential drop off.

Cost: $ 9,368,000 $162.92/s.f. Area: 57,500 s.f.

Contact: Mr. Matthew Maederer, PE, Director of Public Works
Phone: (414) 357-0120
Email: mmaederer@browndeeerwi.org



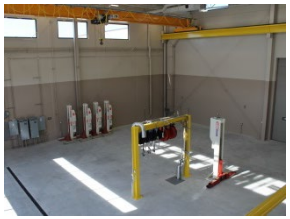


## City of Elkhorn Public Works Facility – 2019

Project: Public Works and Parks facility for 27 vehicles and related functions, and a full maintenance bay. Project includes, salt storage, out-building upgrades, and a manual wash bay.

Cost: $5,186,350 $129.66/s.f. Area: 40,000 s.f.

Contact: Mr. Matthew Lindstrom – Operations Manager
Phone: (262) 723-2223
Email: mlindstrom@cityofelkhorn.org



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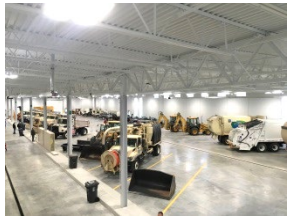
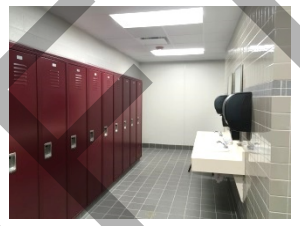
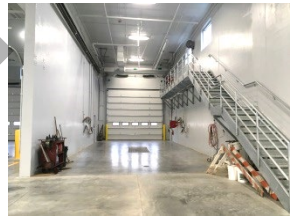
## Village of Little Chute – Municipal Service – 2017

Project: DPW and Parks Department offices, staff support areas, repair bay, departmental shops and indoor storage for 51 vehicles. Project includes outdoor material bins, salt storage, and manual wash bay.

Cost: $ 6,057,000 $88.94/s.f. Area: 68,100 s.f.

Contact: Mr. James Fenlon, Village Administrator
Phone: (920) 788-7380 Ext. 3850
Email: james@littlechutewi.org



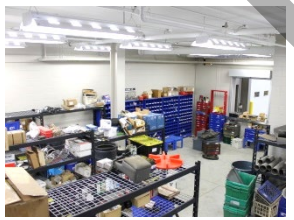



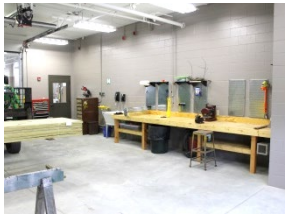
## City of Cedarburg Public Works Facility – 2016

Project: DPW, offices, equipment maintenance and departmental storage for 36 vehicles and related functions, and a full maintenance bay Project includes site improvements, fuel island, salt storage and automatic wash bay.

Cost: $6,904,650 $97.47/s.f. Area: 70,840 s.f.

Contact: Mr. Thomas Wiza - Director of PW/Engineering
Phone: (262) 375-7610
Email: twiza@ci.cedarburg.wi.us





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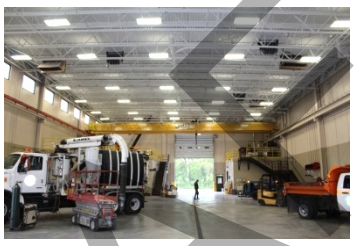
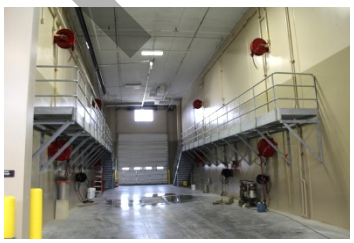
## City of Mequon Highway Division – 2016

Project: DPW and Parks Departments, offices, training room, departmental shops and storage for 53 vehicles & maintenance of 150. Budget includes fixed equipment and full costs of site improvements including fuel island, salt storage, and wash bay.

Cost: $ 8,467,000 Addition: 50,840 s.f. Remodel: 37,130 s.f.

Contact: Mrs. Kristen Lundeen PE, Director of PW/City Engineer
Phone: (262) 236-2938
Email: klundeen@ci.mequon.wi.us



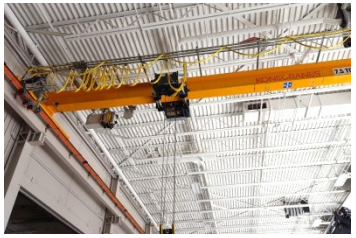


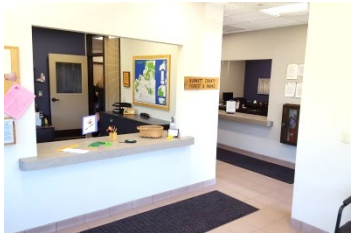
## Burnett County Highway & Forestry Facility – 2016

Project: Highway, Engineering and Forestry Operations for 35 employees. Storage for 55 vehicles and maintenance for over 200 heavy and light duty vehicles from neighboring municipalities. Budget includes full costs of site improvements.

Cost $ 5,852,400 $82.14/s.f Area: 71,250 s.f.

Contact: Mr. Michael Hoefs, PE, Highway Commissioner
Phone: (715) 349-2285
Email: mhoefs@burnettcounty.org





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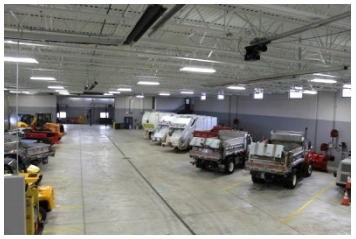
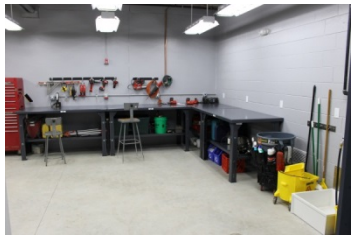
## Village of Bayside, Public Works Building – 2015

Project: Stand-Alone, Vehicle Storage and Fleet Maintenance Facility. Provides vehicle storage for 9 heavy size and 8 light, repair bay, shop / support, and parts storage.

Cost: $ 2,644,400 $109.40/s.f. Area: 24,170 s.f.

Contact: Mr. Andrew Pederson, Village Manager
Phone: (414) 351-8818
Email: apederson@bayside-wi.gov

## City of Oshkosh – Operations Center – 2015

Project: DPW and Traffic offices & training rooms. Vehicle storage & maintenance space for 65 large, 17 small, and 16 sanitation vehicles with support shops and wash bay. Site includes fuel island, bulk yard waste drop off site, salt shed, material bins & cold storage building.

Cost: $ 16,002,000 $91.91/s.f. Area: 174,100 s.f.

Contact: Mr. Kevin Uhen, Field Operations Manager
Phone: (920) 232-5382
Email: kuhen@ci.oshkosh.wi.us

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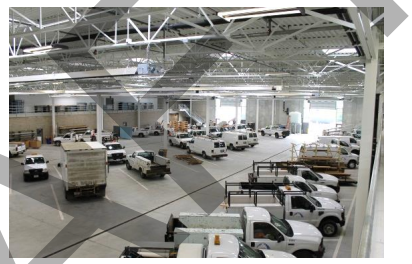
**City of Des Moines – Operations Center - 2014**

Joint Venture with Neumann-Monson Architects
LEED Silver Project

Project: Parks and Engineering offices for 73 & training rooms. Vehicle storage and shops for 60 vehicles. Phase I of a two-phase project.

Cost: $ 15,000,000 $133.87/s.f. Area: 112,050 s.f.

Contact: Mr. Jim Hoff, Facility Manager
Phone: (515) 248-6368
Email: JMHoff@dmgov.org



## 11.3 References – Kueny Architects

| Name | Title | Agency | Address | Telephone |
|---|---|---|---|---|
| Mr. Kevin Uhen | Field Operations Manager | City of Oshkosh | 639 Witzel Avenue, Oshkosh, WI 54902 | (920) 232-5382 |
| Mrs. Kristen Lundeen, PE | Public Works Director | City of Mequon | 10800 Industrial Drive, Mequon, WI 53092 | (262) 236-2938 |
| Mr. Michael Hoefs, PE | Highway Commissioner | Burnett County | 8150 Wisconsin Highway 70, Siren WI 54872 | (715) 349-2285 |
| Mr. Michael Murdock | Village Administrator | Village of Salem Lakes | 8828 Antioch Road, Salem WI 53168 | (262) 843-2313 |
| Mr. Frank Martinelli | Engineering Projects Manager | Kenosha County | 19600 – 75th Street, Bristol, WI 53104 | (262) 818-5129 |
| Mr. John Klosterman | Public Works Director | City of Dubuque | 925 Kerper Court, Dubuque, IA 52001 | (563) 589-4250 |

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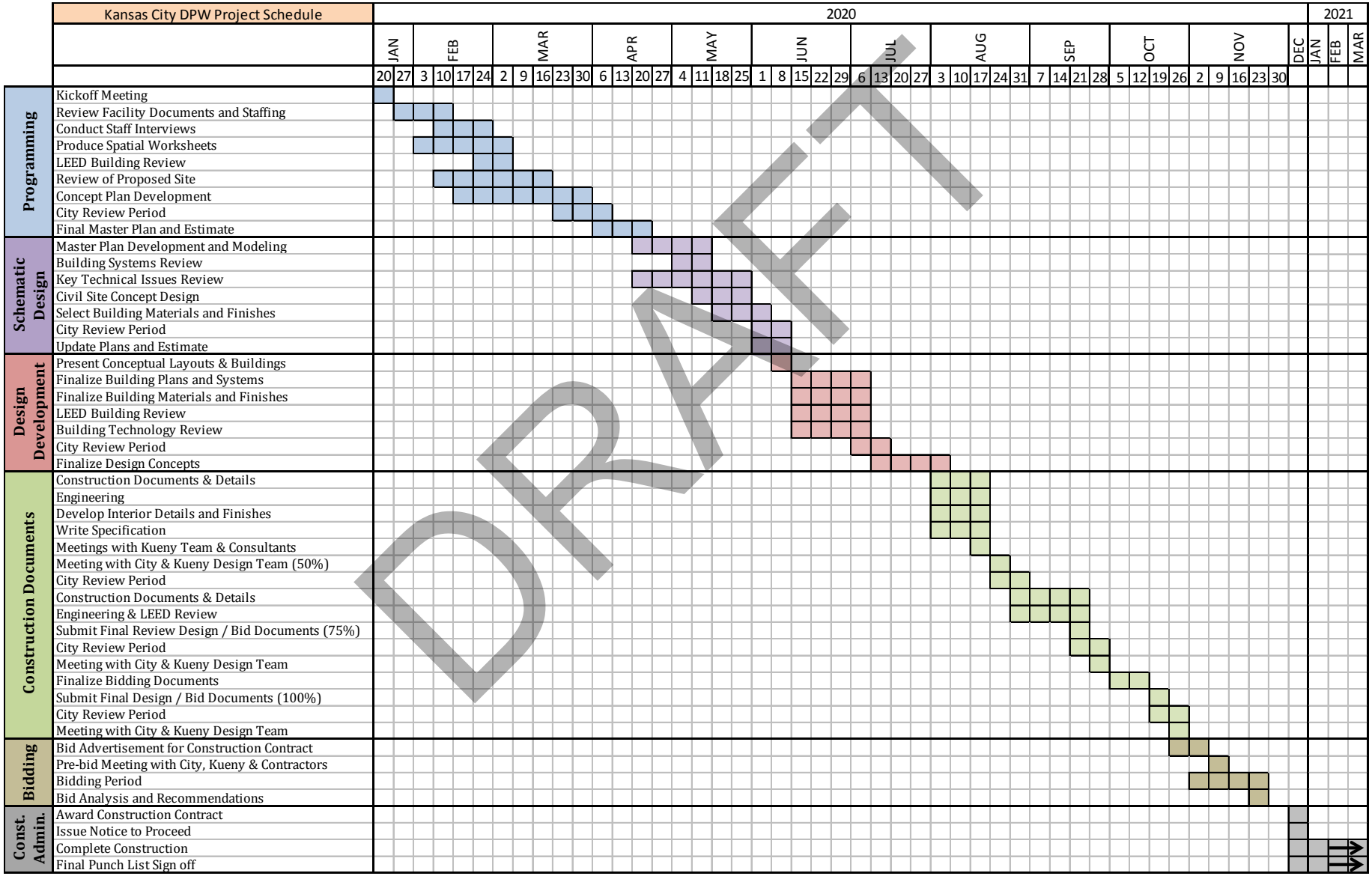
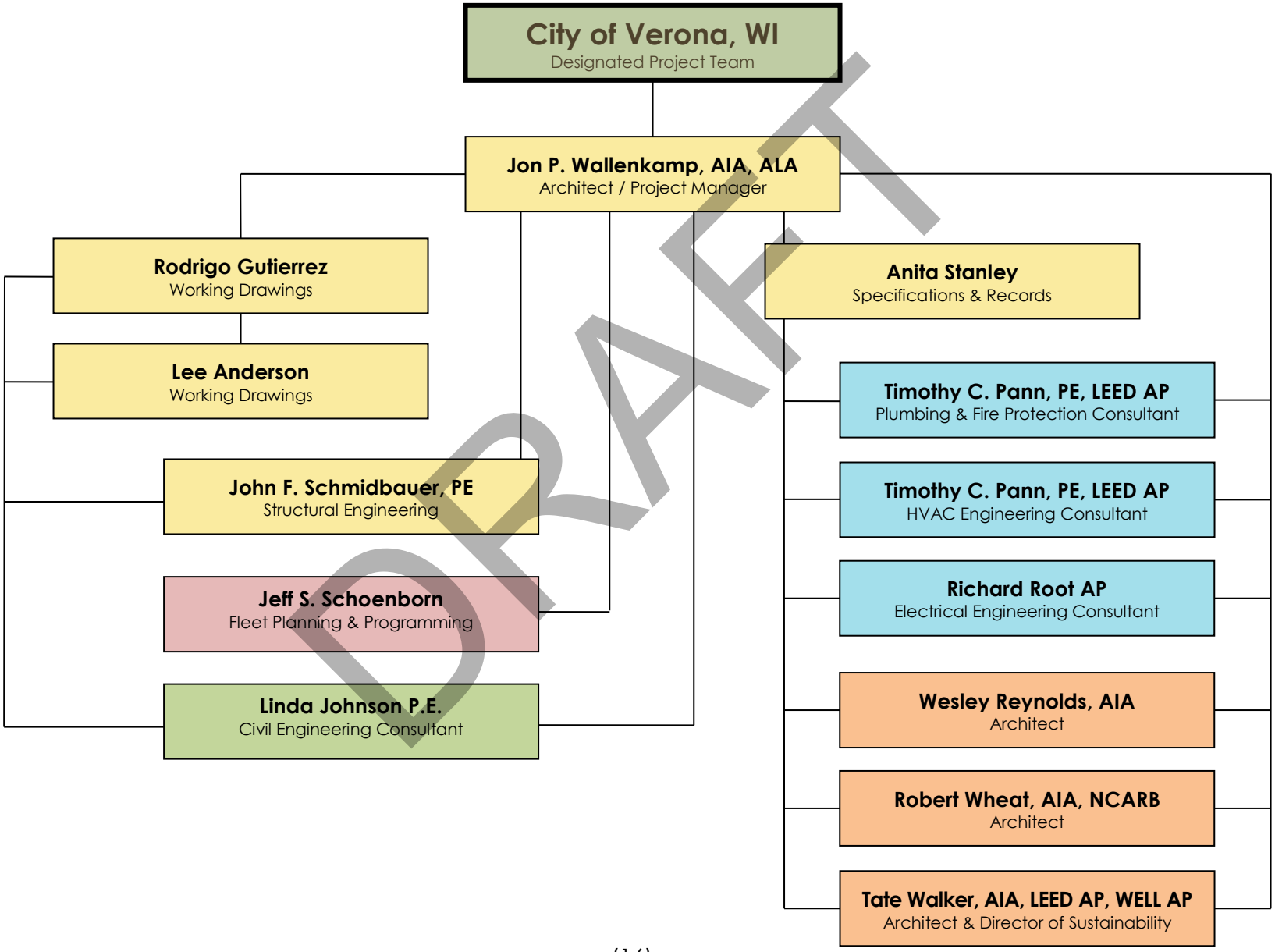
# 11.5 Schedule

The schedule below can be achieved for this project. Our team can work within the dates listed in the RFP.



# Appendix - Project Organizational Chart

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# Appendix - Team Resumes – Kueny Architects, LLC Principals

## Kueny Architects, LLC – Principals - Pleasant Prairie, WI

### Jon P. Wallenkamp, AIA, ALA, NCARB – Principal – Architect

*Programming and Design, Working Drawings, Specifications, Construction Observation and Building Modeling*

| | |
|---|---|
| Education: | B.S. Architecture – University of Wisconsin – Milwaukee |
| Experience: | Planning Associates, Madison 1990-1991 – Intern Architect<br>Robert M. Kueny Architect - 1991 to 1999 – Project Manager<br>Kueny Architects, LLC – 2000 to present – Principal |
| Registration: | Wisconsin, Illinois, and Michigan |
| Affiliations: | International Code Council |
| Publications: | "Government Fleet" Magazine – May 2011 |
| Engagements: | APWA – 2012 Wisconsin and Illinois Chapter Conferences - Lecturer |
| Community: | Boy Scout Troop #146 – Troop Leader<br>City of Wauwatosa, WI Historical Society – Board Member |

**Relevant Project Experience:** Lead Architect/Project Manager

Kenosha County Center
Kenosha County Molinaro Building
City of Burlington Service Center
City of St. Peters Solid Waste Facility
Lake County DOT Weld Shop
Cedar Rapids Public Works Facility
Dane County Highway Facility / Site Design
City of Iowa City Facility Master Plan
Genoa City Village Hall and Police
Dunn County Transit Facility
Cedarburg Public Works Facility
Village of Brown Deer DPW Facility
City of Davenport Public Works Center
City of Kenosha McCarthy Transit Center
City of Dubuque Municipal Service Center
Town of Salem Highway and Fire Facility
Waukesha County Storage Building
Des Moines Public Works Facility
Grafton Water Utility Operations Building
City of Mequon Facility Planning Study
Village of Bayside Public Works
Madison Engineering Building Addition
Burnett County Highway & Forestry Facility
City of Elkhorn Public Works Facility
City of Moline Municipal Service Center
ECIA / RTA Joint Operations Center
Village of Grafton Operations Center
Waterloo Iowa Public Works Facility
City of Oshkosh Public Works Facility
Davenport CitiBus Expansion & Renovation
Scott County Secondary Roads Facility
Jefferson County Satellite Highway Buildings
City of Mequon Highway Division Addition
Village of Caledonia Highway Facility
Ashland County Highway Addition
Wauwatosa DPW Office Remodeling

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## John F. Schmidbauer, P.E. – Principal – Engineer

*Structural Engineering, Working Drawings, Specifications*

Education: B.S. Architectural Engineering – Milwaukee School of Engineering

Experience: Kapur & Associates, Milwaukee 1989-90 – Construction Surveying
Robert M. Kueny Architect – 1991 to 1999 – Project Manager
Kueny Architects, LLC – 2000 to present – Principal

Registration: Wisconsin, Indiana, Iowa, Michigan, Minnesota, Missouri, and Ohio

Affiliations: International Code Council
American Concrete Institute

Community: Kenosha YMCA – Board of Directors, Executive Committee
St. Mary Catholic Church – Parish Council – 2004-2010, Trustee Secretary – 2005-2009

**Relevant Project Experience:** Lead Structural Engineer

Town of Randall Fire Station #2
City of Burlington Service Center
City of St. Peters Solid Waste Facility
Lake County DOT Weld Shop
Cedar Rapids Public Works Facility
Dane County Highway Facility / Site Design
City of Iowa City Facility Master Plan
Genoa City Village Hall and Police
Dunn County Transit Facility
Cedarburg Public Works Facility
Village of Brown Deer DPW Facility
Ashland County Highway Addition
City of Kenosha McCarthy Transit Center
City of Dubuque Municipal Service Center
Town of Salem Highway and Fire Facility
Waukesha County Storage Building
Des Moines Public Works Facility
Grafton Water Utility Operations Building
City of Mequon Facility Planning Study
Village of Bayside Public Works
Madison Engineering Building Addition
Burnett County Highway & Forestry Facility
City of Elkhorn Public Works Facility
Wauwatosa DPW Office Remodeling
Town of Burlington Fire Station #3
ECIA / RTA Joint Operations Center
Village of Grafton Operations Center
Waterloo Iowa Public Works Facility
City of Oshkosh Public Works Facility
Davenport CitiBus Expansion & Renovation
Ozaukee County Fairgrounds Buildings
Scott County Secondary Roads Facility
Jefferson County Satellite Highway Buildings
City of Mequon Highway Division Addition
Village of Caledonia Highway Facility

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# Appendix - Team Resumes – OPN Architects Principals and Staff

## Wesley Reynolds, AIA. – Principal – Architect

*Programming and Design, Working Drawings, Specifications, Construction Observation and Building Modeling*

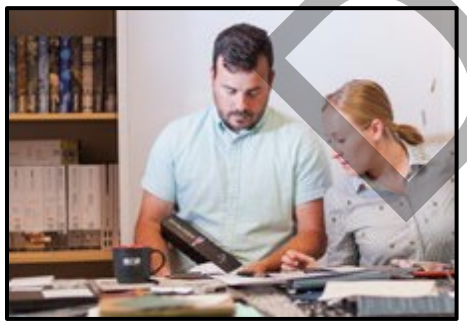
Education: Bachelor of Architecture – Iowa State University 2000

Registration: Wisconsin and Iowa

Affiliations: American Institute of Architects, Wisconsin Chapter
Downtown Madison Inc.
Greater Madison Chamber of Commerce
Middleton Chamber of Commerce

**Experience:** Lead Architect/Project Manager

City of Madison - Library Services Building - Pinney Public Library - Fire Station No. 14 - Fire Training Facility Madison, Wisconsin
General Mitchell International Airport Air Rescue and Fire Fighting Facility Milwaukee, Wisconsin
Cedar Rapids Event Center US Cellular Center Arena - DoubleTree by Hilton Hotel Cedar Rapids, Iowa
Deere & Company - Horicon Works Distribution Center - Horicon Works – Building 101 Horicon, Wisconsin
John Deere Intelligent Solutions Group - Feasibility Study Urbandale, Iowa
The King Hotel Conceptual Designs Madison, Wisconsin
Cornell College - Pauley & Rorem Residence Hall Renovation Dows & Tarr Residence Hall Renovation Mount Vernon, Iowa



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## Robert Wheat, AIA, NCARB – Architect

*Programming and Design, Working Drawings, Specifications, Construction Observation and Building Modeling*

Education: Bachelor of Architecture – Iowa State University 1995

Registration: Wisconsin, Iowa, Illinois and Missouri

Affiliations: American Institute of Architects, Wisconsin Chapter
Downtown Madison Inc.
Greater Madison Chamber of Commerce

## Tate Walker, AIA, LEED Fellow, LEED AP, WELL AP – Architect & Director of Sustainability

*An architect that is nationally recognized as a leader on energy and sustainability*

Education: Bachelor of Architecture –University of Washington 1997

Registration: Wisconsin, California, LEED Fellow and LEED Accredited Professional

Affiliations: American Institute of Architects

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Commitment to Sustainability

Sustainability is a critical component of our practices. Our architects and engineers are constantly researching emerging strategies, best practices, and new tools as part of our comprehensive approach to sustainable design. At the beginning of a project we consider broad-based site and planning analyses before identifying energy-saving systems, time-saving construction methods and healthy materials in order to respect natural resources and minimize a building's environmental impact.

New civic facilities represent a tremendous investment of public resources. It is essential that the design be sustainable. We employ a host of strategies to ensure our designs are sustainable and responsible, including energy modeling, envelope design, heating and cooling methods, lighting, and storm water management. We believe strongly in job-site waste recycling. At the Cedar Rapids Main Library, more than 97% of waste was saved, reused, recycled, or kept out of the landfill. Sustainable design strategies make the most of a community's economic resources today and into the future. Libraries are putting their operational efficiency front and center for patrons to see and learn, including interactive flat-screens displaying statistics on the building's real-time energy and water usage.

### Sustainability isn't separate from design.

We look at the potential for sustainability to transform the way we think through four broad themes throughout our practice:

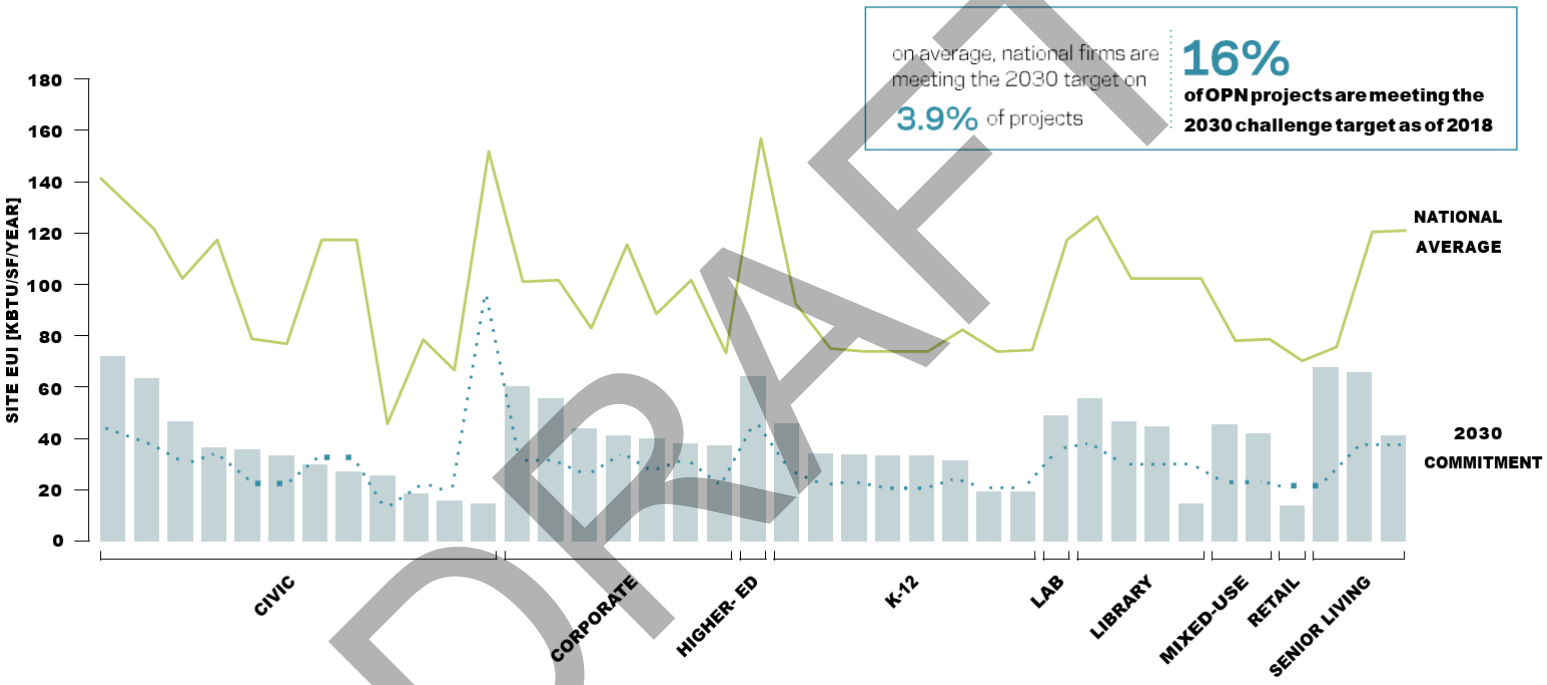
**PERFORMANCE** We seek to deliver exceptional design and high performance in every project.

**CULTURE** We foster open collaboration in our studios through a creative and flexible work environment.

**RESILIENCE** We build environments that adapt and grow from adversity.

**HEALTH** We look beyond the building to determine how each unique environment serves its patrons.

At OPN, sustainability efforts are led by Tate Walker, LEED Fellow, and backed by 30 LEED Accredited Professionals. More than 34 Certified or Registered projects make us a state-wide leader in sustainable design. OPN has also taken the American Institute of Architects' 2030 Commitment pledge to achieve carbon-neutral buildings by 2030. The voluntary program asks organizations develop multi-year action plans, and implement steps that can advance carbon neutrality in both design and practice. While these efforts are noteworthy, our focus on sustainability is always to create user-friendly facilities that perform exceptionally, regardless of certification.

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# Appendix - Team Resumes – Plumbing, Mechanical, Electrical & Civil Consultants

**Timothy C. Pann, P.E., LEED AP** – Fire Protection, Plumbing, HVAC Consultant

*Mechanical Engineering*

| | |
|---|---|
| Education: | B.S. Architectural Engineering – Milwaukee School of Engineering – 2000<br>University of Wisconsin Madison – Design of Geothermal System |
| Experience: | Martin Petersen Company / Southport Consulting 1999-2005<br>Southport Engineered Systems – 2005-present |
| Registration: | Wisconsin, Illinois, Iowa, Indiana, Ohio, Florida |
| Affiliations: | Member of ASHRAE, ASPE, NFPA and ICC. |
| Accreditations: | LEED Accredited Professional – Building Design + Construction v3.0 |
| Community: | St. John's Cathedral Men's Choir |

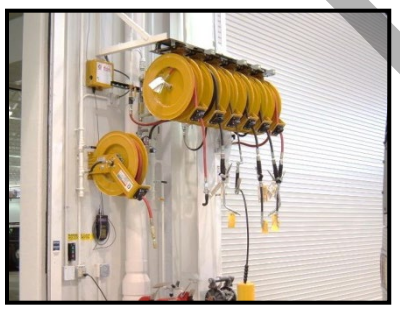
Consultant for Robert M. Kueny Architect / Kueny Architects - 1999 to present

**Relevant Project Experience:**

City of St. Peters Solid Waste Facility
ECIA / RTA Joint Operations Center
Waterloo Iowa Public Works Facility
Dane County Highway Facility / Site Design
Scott County Secondary Roads Facility
Dunn County Transit Facility
Cedarburg Public Works Facility
Village of Caledonia Highway Facility

City of Dubuque Municipal Service Center
Waukesha County Storage Building
Grafton Water Utility Operations Building
Ozaukee County Fairgrounds Buildings
Genoa City Village Hall and Police
Burnett County Highway & Forestry Facility
Village of Brown Deer DPW Facility
Ashland County Highway Addition

Town of Burlington Fire Station #3
Village of Grafton Operations Center
City of Oshkosh Public Works Facility
Davenport CitiBus Expansion & Renovation
Jefferson County Satellite Highway Buildings
City of Mequon Highway Division Addition
City of Elkhorn Public Works Facility
Wauwatosa DPW Office Remodeling



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## **Richard E. Root, P.E., LEED AP** – Electrical Consultant

*Electrical Engineering – Office Location: Gurnee, IL*

Education: B.S. Mechanical Engineering – Kansas State University – 1982
M.S. Mechanical Engineering – University of Kansas – 1989

Experience: United States Navy – Civil Engineering Corps Officer – 1982 – 1998
Harcros Pigments – Project Engineer – 1989 - 1994
Unifirst Corporation – Project Engineer – 1994-1995
Murray & Associates – Vice President/Design Engineer – 1995-1998

Services: Principal/Lead Designer – 1998 to present

Registration: Wisconsin, Illinois, and 12 other states.

Affiliations: Member of NCEES, ASHRAE, ASPE.

Accreditations: LEED Accredited Professional – Building Design + Construction v3.0

**Relevant Project Experience:**

Village of Bayside Public Works
Cedarburg Public Works Facility
Village of Weston Master Plan
Village of Brown Deer DPW
Waukesha County Communications Addition
Genoa City Village Hall and Police
Burnett County Highway & Forestry Facility
Town of Burlington - Fire Station #2
Village of Caledonia Highway
Jefferson County Satellite Highway Buildings
City of Mequon Highway Division Addition
Jule Transit Operations – Dubuque IA
Kenosha County Sheriff Storage Building

ADDITIONAL MUNICIPAL CLIENTS:

Village of Summit Restrooms
Waukesha County Menomonee Park Facilities
Waukesha County Minooka Park Restrooms
Ozaukee County Fairgrounds Pavilions
Village of Hartland Restrooms
Salem Oaks Park Pavilion

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## **Linda K. Johnson, P.E.** – Civil Engineering Consultant

*Civil Site Design, Storm Water Management and Erosion Control – Office Location: Cedarburg, WI*

| | |
|---|---|
| Education: | B.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1987<br>M.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1989<br>M.B.A. – University of Wisconsin – Milwaukee - 2002 |
| Experience: | Harza Engineering 1989-1991<br>STS Consultants, Ltd – 1991-2001<br>Key Railroad Development, LLC – 2001-2002<br>Terra Tec Engineering (Principal) – 2002-present |
| Registration: | Wisconsin, Iowa |
| Publications: | *Interaction of Inorganic Leachate with Compacted Pozzolanic Fly Ash*<br>Journal of Geotechnical Engineering, Vol. 118, No. 9, September 1992.<br>*Effects of Volatile Organic Compounds on Clay Landfill Liner Performance*<br>Waste Management & Research, 1991. |
| Presentations: | *Comparison of Four Cover Systems for Fly Ash Monofills*<br>Presented at the 20th International Madison Waste Conference, April 1998, UW-Madison. |

Consultant for Kueny Architects – 2005 to present

**Relevant Project Experience:**

Village of Grafton Operations Center
Village of Bayside Public Works
Waukesha County Communications Addition
City of Elkhorn DPW Facility
Oshkosh Public Works Facility
Jefferson County Satellite Buildings
Wauwatosa DPW Office Remodel
Cedarburg Public Works Facility
Grafton Water Utility Operations Building
Kenosha County Sheriff Storage
Dunn County Transit Facility

**Other Public Clients:**

Town of Cedarburg
City of Racine
City of Milton
Winnebago County
Village of Grafton
City of Kenosha
Milwaukee County
Village of Oregon
City of Sheboygan
City of Janesville
Sheboygan County
Village of Pleasant Prairie

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# 11.4 Pricing – Kueny Architects, LLC & OPN Architects

| | | |
|---|---|---|
| Project Budget - 2019 | $ 17,000,000 | 12/4/2019 |
| Estimated Construction Contract Related to Architect | $12,500,000 | |
| Project A/ E fees | $ 568,750 | |

12/18/2019
TPJ
Construction Administration not part of design contract

| | | | Programming | Design Development | Construction Documents | Bidding | Construction Administration | |
|---|---|---|---|---|---|---|---|---|
| Engineering Fee | | Engineering Fee | Heating $53,747 | Plumbing $38,391 | Electrical $61,425 | Civil $39,813 | | |
| MEP | 27% | $ 153,563 | | | | | | |
| Civil - Site Design | 7% | $ 39,813 | | | | | | $259,350 |
| Structural | 14% | $ 79,625 | | 2% | 18% | 70% | 5% | 5% |
| | | $ 273,000 | | $ 5,460 | $ 49,140 | $ 191,100 | $ 13,650 | $ 13,650 | ~~$ 273,000~~ |
| Phase 1 | | | | 100% | 50% | | | |
| | | | | $ 5,460 | $ 24,570 | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Architectural Fee | | DD | CD | BN | CA | $221,813 |
| Architectural | 52% | $ 295,750 | | 2% | 8% | 55% | 10% | 25% |
| | | | | $ 5,915 | $ 23,660 | $ 162,663 | $ 29,575 | $ 73,938 | ~~$ 295,750~~ |
| Phase 1 | | | | 100% | 100% | | | |
| | | | | $ 5,915 | $ 23,660 | | | |

Interior Design, Archeologist, Constructuability Review, Soil Borings, and Landscape Design (Included)
All overhead and Profit are included
All Travel expenses are included in our Fee
No annual Escalation on Fees

| | | |
|---|---|---|
| **TOTAL PROJECT COST** | $481,163 | ~~$ 568,750~~ |
| Phase 1 | | $ 59,605 |
| Remaining Phases | $421,558 | ~~$ 509,145~~ |

| | | Hours | Category | | Rate | | Hours | | Rate |
|---|---|---|---|---|---|---|---|---|---|
| Hourly Rates | Jon Wallenkamp | | Architect | $ | 105.00 | Anita Stanley | | $ | 55.00 |
| | John Schmidbauer | | Structural | $ | 105.00 | MEP / Civil | | $ | 105.00 |
| | Rodrigo Gutierrez | | Drafting | $ | 70.00 | Project Specialist | | $ | 105.00 |

DRAFT

**WOODS AT CATHEDRAL POINT DEVELOPMENT AGREEMENT – PHASE 1**

This Woods at Cathedral Point Development Agreement – Phase 1 (the "Agreement") is made this ____ day of _____, 2020 by and between VH WCP, LLC, a Wisconsin limited liability company (the "Developer"), and the City of Verona, a Wisconsin municipal corporation (the "City").

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

RECITALS

A. The Developer has obtained approval from the City for a plat known as the Plat of The Woods at Cathedral Point (the "Plat"), a parcel of land located in the City of Verona, Dane County, Wisconsin more particularly described in Exhibit A attached hereto (the "Subdivision"), contingent upon the execution of this Agreement and submittal of all required documents as provided by this Agreement.

B. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive.

C. Title 14 of the Code of Ordinances, City of Verona, Wisconsin (the "Subdivision Ordinance") requires that provisions be made for the installation of public improvements to serve the Subdivision, including, but not limited to, sanitary sewer facilities, water mains and water service laterals, the grading of public lands, erosion and storm water runoff control, and street improvements.

D. The City's purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions. The Agreement is not executed for the benefit of material men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or homebuyers in the Subdivision.

E. The Developer now wishes to proceed with the installation of public improvements to serve Phase 1 of the Subdivision, which Phase 1 consists of ___Lots 23 to 67 and Outlots 3 and 4____ ("Phase 1").

F. The City will be injured in the event of the Developer's failure to fully and completely perform the requirements of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

## ARTICLE I – REQUIRED IMPROVEMENTS

A. General Conditions.

1. Improvements.

The Developer shall construct and install, at its own expense, those on-site and off-site public improvements applicable to serve Phase 1 of the Subdivision as set forth in the Plat and pursuant to the plans prepared for the Developer by D'Onofrio Kottke and Associates, Inc. and approved by the City, and particularly including the following items: installation of public sanitary sewer, public storm sewer, public water, public streets and public sidewalks, storm water management, gas, electric, cable, telephone, street lights, and street trees for dedication to the City (hereinafter referred to as the "Improvements"). The Improvements shall not be constructed hereunder unless the surety bond required by this Agreement has been presented to and accepted by the City. The Developer's obligation will be independent of any obligations of the City contained herein. All of the Improvements shall meet the minimum requirements of the Subdivision Ordinance. The Developer's obligation to complete the Improvements will arise upon recording of the Plat and execution of this Agreement by all parties and will not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision. The Developer agrees to construct Improvements required to connect Phase I to existing utilities, to construct utilities to the edge of the Plat, and to dedicate the Improvements to the City.

2. Contractors Engaged by the Developer.

The Developer agrees to engage contractors for all construction included in this Agreement who shall perform such work to the standards of the City and who shall comply with every requirement of the City Code and standards in performing such work. The Developer has furnished the City Public Works Director (hereinafter, the "Director" or the "City Engineer") with the names of all contractors and their subcontractors and with the classification of the work that they will perform, each of which are approved by the City.

3. City Approval of Starting Dates.

a. It is contemplated that construction of the Improvements shall commence on or about _April 1_, 2020 and shall be substantially completed on or

about _October 1_, 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.

b. A starting date will not be approved until final plans and specifications for the Improvements have been approved by the City Engineer, stamped "Approved for Construction," and signed by the Developer's Engineer and the City Engineer. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Engineer, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. A starting date will not be approved until the surety required by this Agreement has been presented to and accepted by the City.

4. Phases and Time of Completion.

a. The Developer shall develop the Subdivision in phases, and the phases may not be developed until a development agreement for each phase is executed by the parties. The phasing plan shall specify which lots are included in each phase and what public improvements must be completed as part of each phase. The number of lots in each phase shall be approved by the City.

b. All Improvements in any phase shall be completed within 18 months of the execution of the development agreement for that phase.

5. Responsibility for Costs.

The Improvements shall be designed, constructed, and installed by the Developer at the Developer's sole expense. The City shall not be responsible for any costs or charges relating to the Subdivision or this Agreement.

6. Inventory.

On or before January 15 of each year, the Developer shall provide the City with an inventory of all Improvements installed the previous year, including the cost of each such Improvement.

B. Specifications for Improvements.

1. Grading Plan.

a. Each phase of the Plat and the individual lots shall be graded in conformity with the Master Site Grading Plan as approved by the City Engineer.

b. Upon completion of the grading of each phase and then, finally, of the Plat, the Developer shall submit to the City a record drawing identifying the grades as established by the Developer. The Developer shall provide the City with an engineer's certification that the grades on the record drawing are in conformance with the final approved grading plan within tolerances accepted in the industry.

c. The Developer shall obtain a land disturbing activity permit pursuant to the City Code prior to grading, excavating, or other land disturbing activities.

2. Erosion Control Plans.

a. Prior to the commencement of construction of each phase, the Developer must receive approval from the applicable governing agencies for an erosion control plan: the City, Dane County, and the Wisconsin Department of Natural Resources ("WDNR"). At a minimum, an erosion control plan that conforms to the provisions of the City Code shall be required. The Developer shall comply with the approved erosion control plan. Erosion control shall be implemented, inspected, and maintained as required per the approved engineering drawings and permits issued. Any maintenance required as a result of an inspection or other notification shall comply with the permit. If required action is not completed by the Developer, an enforcement action may be taken by the WDNR or the City.

b. If the Developer fails to properly maintain the storm water treatment facility and downstream channels within thirty (30) days of delivery of written notice by the City to the Developer prior to acceptance by the City (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions), then, in addition to any other remedies available to the City that are provided by law, the City may perform such maintenance, and the Developer shall pay the City for all costs of maintenance performed by the City. Notwithstanding the foregoing, the City shall not declare a default under this Agreement during the thirty (30) day cure period unless it is clear that the Developer does not intend to perform said work, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to perform said work, or if the City determines that such immediate action is necessary, the City may perform said work and deduct the cost thereof from the surety.

3. Street Improvements.

a. For Phase 1, the street(s) depicted on the Plat shall be constructed by the Developer as shown on the Plat in accordance with the design plans

prepared by D'Onofrio Kottke and Associates, Inc. and as approved by the City Engineer.

b. The Developer shall construct all streets, including gravel base, and install the curb and gutter in accordance with the construction standards of the City, including, but not limited to, installing mountable curbs on traffic islands within the Subdivision so that the curbs may withstand snow removal, maintenance, and emergency vehicle use. Streets shall not be constructed until utilities under the roadway are completed and approved.

c. The City Engineer shall retain final authority, exercised in accordance with industry standards, regarding the need to remove sub base material and to replace such sub base material with suitable material, in order to insure the quality of the street construction.

d. For each phase, the final course of asphalt shall be installed in all streets in the Plat within 18 months after the completion of the base course of asphalt, except that this deadline may be extended by the City Engineer for a reasonable time with respect to the laying of the final layer of asphalt paving on streets within the Subdivision, so long as the Developer furnishes appropriate surety for the completion of such work in the judgment of the City Engineer.

e. For Phase 1, the Developer shall improve the intersection of CTH M / Range Trail to include the following, all subject to plans approved by the City:

(1) Widening of Range Trail to accommodate a dedicated left turn lane and dedicated right turn lane to CTH M.

(2) Widening of CTH M to accommodate a dedicated westbound CTH M left turn lane to Range Trail.

(3) Widening of CTH M to accommodate an eastbound CTH M right turn taper to Range Trail.

(4) The curb radius shall be urbanized with curb and gutter and appropriate curb ramps for the east – west pedestrian alignment.

(i) Curb shall mountable.

Both layers of asphalt shall be placed on CTH M and Range Trail in the first construction season. The Developer shall not be responsible for any future costs associated with the design and installation of a Rectangular

Rapid Flashing Beacon (RRFB) at the intersection of CTH M and Range Trail.

f. For Phase 1, the Developer shall improve the east half of Range Trail from the intersection of CTH M / Range Trail to the south through the intersection of E. Chapel Royal Drive, subject to plans approved by the City. This work shall include:

(1) Urbanize the east half of Range trail with curb and gutter and sidewalk.

(2) Removal and replacement of the base course and asphalt as indicated on the engineering plans.

Both layers of asphalt shall be placed on CTH M and Range Trail in the first construction season.

4. Sidewalks.

The Developer shall construct and install sidewalks on both sides of the streets for Phase 1 within the Plat in accordance with the construction standards of the City.

5. Street Lights.

The Developer shall pay for the installation of street lights and restoration for Phase 1, including the restoration required by the installation of underground wiring. Street lights shall be placed at intervals and in locations as set forth on a street light plan approved by the City Engineer and the applicable electric utility company. The type and specifications of the street lights must be approved by the City Engineer prior to installation.

6. Sanitary Sewer Collection.

a. The Developer shall furnish, construct and install sanitary sewer facilities for Phase 1 in accordance with the design plans prepared by D'Onofrio Kottke and Associates, Inc. and as approved by the City Engineer, including installing sanitary sewer service laterals to serve each lot in Phase 1. All sanitary sewer main and lateral construction shall be done in accordance with the construction standards of the City and shall be completed prior to the application of the binder course of asphalt street pavement. Sewer service shall be provided to the parklands in the Plat where applicable facilities are anticipated, with the exact location of the sewer service facilities to be determined in the phase(s) when the parkland is developed. For Phase 1, no sewer service is required for parklands.

b. For Phase 1, the Developer shall re-route sanitary sewer facilities through the development that are currently located within an easement on the Property at the Developer's sole cost pursuant to plans approved by the City. To the extent the City requires the sanitary sewer facilities to be upsized to benefit the City system, the City shall cover the costs for the materials associated with the upsizing.

c. No installation of the underground utilities shall commence until plans and specifications have been approved by the City Engineer and the Wisconsin Department of Natural Resources as it requires.

7. Water Distribution.

The Developer shall furnish, construct and install water mains and laterals for Phase 1 in accordance with the design plans prepared by D'Onofrio Kottke and Associates, Inc. and as approved by the City Engineer. All water main and service lateral construction shall be done in accordance with construction standards of the City, and the Developer shall install water service laterals to serve each lot in Phase 1. Water service shall be provided to the parklands in the Plat where future water service is anticipated, with the exact location of the water service facilities to be determined in the phase(s) when the parkland is developed. For Phase 1, no water service is required for parklands.

8. Storm Sewer and Storm Water Management Facilities.

The Developer shall furnish, construct and install storm sewers and storm water management facilities for Phase 1 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.

9. Easement and Utility Service.

In accordance with the City Code, all utilities serving Phase 1, including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communication facilities and telephone shall be installed within the right of way or within easements along side or rear yard lot lines and shall not be permitted in the front yard without written approval by the City. No retaining walls, fences, decks or other similar structures associated with the residential homes in the Subdivision may encroach upon easement rights granted for the operation and maintenance of municipal utilities.

10. Fencing and Debris Removal.

The Developer shall remove all interior fences and posts on the property, and shall remove all man-made debris on lands to be dedicated to the public by the Plat, or which are public at this time.

11. Excess Fill Materials.

If excavations result in excess fill, and the Developer uses such fill materials on lots within the Subdivision, the Developer shall be solely responsible for the location and method of placement of such material. Although such fill materials shall be leveled and graded as required by this Agreement, neither the City, the City Engineer, nor the employees or agents of either shall be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.

12. Street Signs.

The Developer shall pay for the installation of all traffic control signs and street name signs for Phase 1.

13. Foundations.

The Developer shall provide the City the lowest allowable exposed foundation elevations for all lots in Phase 1 that abut bodies of water (i.e., navigable waters and storm water basins). The lowest allowable exposed foundation elevations shall be established at least 2 feet above the 100 year flood elevations.

## ARTICLE II – PAYMENT OF FEES AND COSTS

A. Developer to Reimburse City Costs and Pay Other Fees.

1. City Costs.

The Developer shall pay to the City, within thirty (30) days of billing, the City's fees associated with this Agreement and/or the Improvements, including, but not limited to, administrative fees, planning fees, engineering fees, attorney's fees, construction inspection fees, and soils testing fees. Interest of one and one-half percent (1½%) per month shall be charged on invoices not paid within thirty days of billing. The City shall provide detailed invoices of the City's costs to the Developer no less frequently than monthly.

2. MMSD Fees.

The Developer agrees to pay applicable Madison Metropolitan Sewerage District (MMSD) Interceptor Connection Charges (ICC) and Wastewater Treatment Plant Connection Charges (TPCC). The ICC and TPCC are based on developable acreage in the Plat. The Developer agrees to pay MMSD sewer connection fees for each phase to the City prior to the construction of any sanitary sewer within the phase based on actual charges provided by MMSD. The City estimates the fees to be $_____.

3. City Water Impact and Sanitary Sewer Connection Fees.

The Developer agrees to pay the City of Verona Water Impact Fee and Sanitary Sewer Connection Fee. The City of Verona Water Impact Fee and Sewer Connection Fee are based on gross acreage of land approved in the Plat. For each phase, the Developer agrees to pay the fees that are in effect prior to the City of Verona substantially accepting the sewer and water improvements. The surety bond shall not be reduced until after the City of Verona connection charges and impact fees have been paid in full. For Phase 1, the City estimates the Water Impact Fee to be $_____, and the Sanitary Sewer Connection Fee to be $_____.

4. City Park Fees.

The Developer agrees and acknowledges that its park dedication requirements, as provided in Section 14-1-81 of the City Code of Ordinances, consists of, for the entire Plat, the dedication of ____ acres of land to be used for park purposes and the payment of $_____ in park fees. Park fees for Phase 1 shall be paid at execution of this Agreement, and the Phase 1 fees total $_____.

## ARTICLE III – ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

A. Inspection.

1. After the required Improvements for each phase of the Subdivision have been made, installed and completed, the Developer shall notify the City Engineer, in writing, that the work is complete and ready for final inspection. All Improvements shall be inspected and tested within sixty (60) days of the Developer's notice by the City Engineer or a consultant retained by him to assure compliance with all construction and improvement requirements of the City. The Developer agrees to provide for the maintenance and repair of all Improvements until the Improvements are accepted by the City. Before any sureties or other financial guarantees are released to the Developer, the City Engineer shall approve the satisfactory completion and acceptance of the Improvements. The Developer shall obtain an original lien waiver(s) from the Contractor(s) for the labor and materials for which payment is requested upon delivery of the payment to the Contractor(s), and the Developer shall provide the City with a copy of such original lien waiver(s). Prior to City acceptance of Improvements, the Developer

shall provide the City with the lien waivers and such information on the cost of the Improvements as the City may require.

2. Prior to the City Engineer's inspection and approval of sanitary sewers, the Developer shall have performed, and at its cost, a television inspection of those utilities. The Developer shall pay the actual cost of such inspection as required by the City Code. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by a certified agency testing. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City's acceptance. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and certification of approval by the Director, ownership and control of the system shall be turned over without any restrictions to the City Water Utility.

B. Record Drawings and Cost of Improvements.

After completion of all Improvements for each phase and prior to final acceptance of the Improvements, the Developer shall prepare and have approved by the City three (3) copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings, as required by the Subdivision Ordinance. After completion of all Improvements and prior to acceptance of the Improvements, the Developer shall provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.

C. Dedication.

Subject to all of the other provisions of this Agreement, the Developer shall, upon completion of the above-described Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same (excepting sanitary sewer laterals and water laterals lying outside of dedicated right-of-way) to the City, its successors and assigns forever, free and clear of all encumbrances, together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant, machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such Improvements, together with any and all necessary easements for access thereto.

D. Acceptance.

Following the City Engineer's report of completion of the Improvements and acceptance, the City shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer. The City Engineer shall provide the Developer with a copy of the City acceptance of the Improvements hereunder which the Developer may record to evidence compliance with this Agreement. Certification by the City Engineer does not constitute a waiver by the City of any rights related to the guarantee set forth in Article III-E below

against defects in or failure of any Improvements that are detected or which occur following such acceptance.

E. Improvement Guarantee.

The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance by the City as herein provided and shall pay for any damages resulting there from to City property. If any defect appears during the guarantee period, the Developer shall upon written notice and, at its expense, install replacements or perform repairs to the standard provided in the approved plans and specifications. The Developer shall have 30 days from the issuance of such notice (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions) to cure the defect. The City shall not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to cure the defect, or if the City determines that such immediate action is necessary, the City may affect the cure and deduct the cost thereof from the security deposit. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by the Developer to the City (as beneficiary). Unless defects have appeared and have not been repaired, the City will release the security to the Developer upon expiration of the one year guarantee period.

F. Remedies.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

## ARTICLE IV – SURETY BOND

A. Prior to commencement of construction of the Improvements, the Developer shall provide the City with a Surety Bond (the "Bond") in the form attached hereto and incorporated herein as Exhibit B in the initial amount of 120% of the estimated cost of all required Improvements for Phase 1 to secure performance of this Agreement. The amount of the Bond may be reduced from time to time in amounts equal to the value of Improvements which have been installed, completed, and accepted by the City or shall be increased in the event of delay in the installation of Improvements and the escalation of costs. In no event shall the amount of the Bond be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted plus 10%. The Bond shall benefit the City and shall be conditioned upon and guarantee to the City the performance by the Developer of its obligations under this Agreement. The amount of the Bond is calculated as follows:

<u>Phase 1</u>

| | |
|---|---|
| Construction cost of the Improvements | $_____ |
| City's inspection engineering fees | $_____ |
| Soils consultant | $_____ |
| Sub-Total | $_____ |
| 20% Contingency | $_____ |
| Total | $_____ |

1. Payment under the Bond. The Bond shall be payable to the City at any time upon presentation of (1) a written demand in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (2) a written statement by the City Administrator that the City is entitled to draw on the Bond; and (3) the original Bond. The City shall give the Developer 10 calendar days' notice before drawing on the Bond, except that the City may draw on the Bond without such advance notice during the last 15 days before the Bond expires. Multiple draws on the Bond are permitted.

2. Accounting. The Developer may inspect the City records of payments made using the Bond upon request at reasonable times.

3. Insufficient Bond Amount. If the amount provided by the Bond is not sufficient to secure the Developer's performance of this Agreement, the City shall notify the Developer of the necessary increase in the Bond, or the additional amounts due, and the Developer agrees to increase the Bond or pay the City for such additional costs within 30 days of receipt of notification.

4. Notice of Expiration. The Bond shall be renewed at least 30 days before its expiration date, or any renewal date, until the completion of the guarantee period specified in Article III.

B. Preservation of Assessment Rights.

1. Any Improvements that are not completed within 18 months of the execution of this Agreement (except for the second course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City at the City's option and charged to lots in the Subdivision as a special assessment.

2. In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments or special charges on the lots in the Plat for any amount to which the City is entitled by virtue of this Agreement. This provision constitutes the Developer's acknowledgment of special benefit and the Developer's consent to and waiver of notice and hearing on all proceedings imposing such special assessments or special charges.

3. Notwithstanding Article IV-B-1 and IV-B-2, the City shall not levy any special assessments under such sections against any lot which has been conveyed of record by Developer to a third party following acceptance by the City of all Improvements (except for the second course of asphalt). The City, however, retains all rights granted to it generally under Wisconsin statutes to levy special assessments.

C. Remedies Not Exclusive.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

## ARTICLE V – PERMITS

A. Required Permits.

The Developer is responsible for obtaining all licenses, permits and authority necessary to perform its obligations under this Agreement.

B. Building Permits.

The City shall not issue building permits for lots within the Subdivision until all of the following conditions have been met:

1. The Developer has complied with the provisions of this Agreement.

2. The Developer has installed and the City has accepted, for each phase, the sanitary sewer main and laterals, the water main and laterals, the storm sewer and other storm water management facilities, the gravel base in the streets, and the curb, gutter and binder course.

3. The first lift of asphalt is placed on the roads serving the phase of the development.

C. Occupancy Permits.

The City will not issue an occupancy permit for any dwelling within the Subdivision until all fees are paid, and all dedications and improvements are approved and accepted by the City in accordance with this Agreement, except the final lift of asphalt street pavement need not be installed provided there is a sufficient financial guarantee under Article IV-A to insure the installation of the final lift.

## ARTICLE VI – LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws to be Observed.

The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the construction of the public improvements to be accomplished under this Agreement. The Developer further agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Developer's failure to comply with an applicable federal, state or local law, regulation or ordinance.

B. Other Laws Apply.

All applicable provisions of the Subdivision Code and any other applicable ordinances or laws shall be adhered to with respect to the design, construction and installation of required Improvements for the Subdivision and with respect to the development of the Plat, except as to variances to or waivers of those requirements. Where standards and/or specifications have not been established by the City, all work shall be made in accordance with established engineering practices.

C. Developer's Responsibility for Work.

The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. If prior to acceptance the City is required to take any measure to maintain, protect, or guard any completed Improvements that have not yet been accepted by the City, the costs of doing so shall be paid by the Developer.

D. Insurance Requirements.

1. General. The Developer shall obtain insurance acceptable to the City as required under this section. The Developer shall maintain all required insurance under this section until Improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the Improvement guarantee or otherwise.

2. Certificates of Insurance. Certificates of Insurance on all policies specified shall be filed with the City Clerk which shall include a fifteen (15) day prior written notice of material change or cancellation to the City and which clearly state that liability insurance is provided and, if applicable to work under this Agreement, explosion, collapse and underground coverage. Explosion, collapse and underground coverage may be provided by the Developer's contractor.

3. Insurance. The minimum limits of liability shall be as follows:

Worker's Compensation, etc.

(1) State: Statutory

(2) Applicable Federal
(e.g., Longshoreman's): Statutory

(3) Employer's Liability:

| | |
|---|---|
| Bodily Injury by Accident | $100,000 each accident |
| Bodily Injury by Disease | $100,000 each employee |
| Bodily Injury by Disease | $500,000 policy limit |

Contractor's General Liability (which shall include completed operations and product liability coverages):

(1) General Aggregate:
(Except Products-Completed Operations): $1,000,000

(2) Products-Completed
Operations Aggregate: $1,000,000

(3) Personal and Advertising
Injury (Per Person/Organization): $1,000,000

(4) Bodily Injury and Property
Damage (Each Occurrence): $1,000,000

(5) Personal Medical Expense
(Per Person): $5,000

(6) Personal Injury Liability coverage will include claims arising out of employment.

(7) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(8) Excess Liability

| | |
|---|---|
| General Aggregate: | $2,000,000 |
| Each Occurrence: | $2,000,000 |

Automobile Liability:

(1) Combined Single Limit:
(Bodily Injury and Property Damage)
Each Accident $1,000,000

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

(1) General Aggregate: $1,000,000

(2) Each Occurrence
(Bodily Injury and Property Damage): $1,000,000

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Commissioner of Insurance. The City reserves the right to disapprove any insurance company.

E. Indemnification.

The Developer hereby expressly agrees to indemnify, defend and hold the City and its officers, employees, and agents harmless from and against all claims, costs and liability of every kind and nature (including reasonable fees for attorneys, consultants, and experts), for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the development site and elsewhere pursuant to this Agreement, except to the extent caused by the recklessness or willful misconduct of the City or its officers, employees, agents or contractors. The Developer further agrees to defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Developer, subject to the limitations above. The Developer is not an agent or employee of the City.

F. Indemnification for Environmental Contamination.

The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Subdivision or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all Improvements, except to the extent caused by the willful or negligent act or omission of the City or its officers, employees, agents or contractors. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such

clean-up operations as may be required by the appropriate local, state, or federal agencies to comply with applicable laws.

G. Personal Liability of Public Officials.

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

## ARTICLE VII – GENERAL PROVISIONS

A. Title.

The Developer warrants that it is the owner of all property within the Subdivision; that no other person or party has an interest of record in the Subdivision, other than a mortgagee; that it has full right and authority to make the agreements, warranties, consents and waivers in this Agreement; and that upon recording the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement or other instruments required by the Agreement. Prior to recording the Plat, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer has title as warranted above. The Developer further warrants and represents if the Developer acquires the Subdivision subject to a mortgage, the Developer shall obtain the mortgagee's consent to the terms and conditions of this Agreement in a form acceptable to the City. The Developer shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in the property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

B. Developer's Project Manager.

The Developer hereby designates _Dan Day__ as the Project Manager, who shall act as the Developer's representative during the construction of the Improvements. The Project Manager shall be available during construction hours on the job site or available by telephone at (608) _833-7530_. During non-construction hours, the Project Manager shall be available to respond to emergencies at the following telephone number: (608) _206-6879__.

C. Survey Monuments.

The Developer shall install all survey monuments for the lands within the Plat in the manner required by law within the time required by law. Any monuments disturbed during construction of Improvements shall be restored.

D. Written Notice.

Any written notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

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

__VH WCP, LLC_____
__Attn: Chris Ehlers_____
__6801 South Towne Drive_____
__Madison, WI 53713_____

Either party may change the address to which notices must be sent by giving notices as provided herein.

E. Covenants and Restrictions.

Prior to recording of the Plat and the commencement of construction of the Improvements serving the Subdivision, the Developer shall submit the Covenants, Conditions and Restrictions that relate to the Subdivision to the City Engineer for review and approval.

F. Zoning.

The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.

G. Inspections.

The Developer grants the right of entry on the lands within the Plat to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.

H. Access.

The City shall, to the extent it already owns or has access easements over offsite lands, permit reasonable access for Developer's construction of offsite Improvements required under this Agreement. The City shall not, however, be required to exercise, for the benefit of Developer, its power of eminent domain or exercise any other municipal authority to obtain access over any property which it does not currently own or over which it does not have access rights. Nor shall the City be required to expend any time or money to stake, for Developer's benefit, the location of any dedicated lands or easements over which it will furnish Developer access for construction of offsite Improvements.

I. Public Easements.

All easements dedicated to the City or the public on the Plat grant the City the right to construct, install, maintain, inspect, repair and replace the designated Improvements in, on, over or under such easements. Lots within the Plat shall not be used in a manner which interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil, and plant grass seed.

J. Default.

A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the letters of credit provided hereunder, and to specially assess costs against the property within the Plat, in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction, denying building permits and prohibiting the transfer or sale of lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

K. Attorney Fees.

If the Parties are required to resort to litigation or arbitration regarding this Agreement, the substantially prevailing party shall be entitled to an award of all costs, including reasonable attorney fees and expert witness fees.

L. Time.

For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included to the extent such conditions prevent the Developer from performing its obligations under the Agreement.

M. No Vested Rights Created.

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. The City does not warrant by this Agreement that the Developer is entitled to any required approvals.

N. Successors Bound.

This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors and assigns, including the owners of all lots in the Subdivision.

O. Assignment.

The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer's surety if it accepts new security from any Developer or lender who obtains the property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement.

P. No Release.

Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer by the Subdivision Code, or any other applicable provisions in the City Code of Ordinances, state statutes, or administrative rules. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer or the acceptance of any Improvements.

Q. Amendment.

This Agreement may only be amended by a written amendment instrument approved and executed by the City and the Developer.

R. Severability.

If any part, term or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

S. Entire Agreement.

This written agreement, and written amendments, shall constitute the entire agreement between the Developer and the City.

T. Recording.

The City may record a copy of this Agreement with the Register of Deeds. All costs of recording shall be paid by the Developer. Upon acceptance by the City of the

Improvements, the City shall provide the Developer with a certified copy of the acceptance which the Developer may use to record notice of such acceptance.

U. Governing Law.

This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.

V. Interpretation.

This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

W. Counterparts.

This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement

X. Effective Date.

This Agreement is entered into as of the day and year first written above.

Y. Ice Age Trail.

Outlots 1 and 2 on the Plat shall be conveyed by the Developer to the City by warranty deed, free and clear of all liens and encumbrances, other than municipal and zoning ordinances, covenants, restrictions and easements of record, and general taxes for the year of closing. The conveyance shall occur [insert deadline]. The Developer shall receive parkland credit for the land contained in Outlots 1 and 2.

Z. Fire Lanes.

1. Fire Lane areas as designated on the Plat shall constitute a Fire Lane pursuant to the Code of Ordinances, City of Verona, Wisconsin (the "City Code"), as may be amended from time to time by the City in its sole discretion, including, but not limited to, Sections 5-5-150, 5-5-151, 5-5-152, and 10-1-22. All procedures necessary for the City to designate the Fire Lane areas as Fire Lanes are deemed satisfied pursuant to the City's approval of the Plat.

2. Subject to review and approval by the City Fire Chief and City Administrator, the Developer shall take all steps necessary to identify the Fire Lanes as such, including posting signage and painting the pavement as required under the City Code. The Developer may work with the City to satisfy this requirement (for example, the Developer may agree to allow the City to perform the work, with the Developer reimbursing the City for the cost of the work).

3. Parking in Fire Lanes shall be prohibited, except to the extent permitted by the City Code. Any and all violators will be subject to enforcement action by the City.

[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:_____

VH WCP, LLC,

By _____
Name: ___Chris Ehlers_____
Title: ___Authorized
Signatory_____

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this _____ day of _____, 2020, the above named _____, to me known to be a member in VH WCP, 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 – Legal Description and Parcel Identification Numbers of the Property
Exhibit B – Form of Surety Bond

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY AND**
**PARCEL IDENTIFICATION NUMBERS FOR PHASE 1 PROPERTIES**

**EXHIBIT B**

**FORM OF SURETY BOND**

**Verona Sewer Utility**
MMSD Adjustment Clause - Updated User Charge
Projected 2020

Recalculate to obtain Verona Sewer Utility's updated user charges

Number of billings: 4

| | Current Rates | | MMSD Rate Change | Calculated Rates | |
|---|---|---|---|---|---|
| Volume | $3.71 | per 1,000 gals | 0.242 | $3.95 | per 1,000 gals |
| High Strength Surcharges | | | | | |
| BOD | 0.231 | per lb | 0.009 | 0.240 | per lb |
| SS | 0.325 | per lb | 0.013 | 0.338 | per lb |
| TKN | 0.733 | per lb | 0.047 | 0.780 | per lb |
| P | 3.658 | per lb | 0.709 | 4.367 | per lb |
| Meters | | | | | |
| 3/4" | $40.35 | per quarter | 0.77 | $41.12 | per quarter |
| 1" | 72.19 | per quarter | 1.90 | 74.08 | per quarter |
| 1-1/2" | 125.25 | per quarter | 3.77 | 129.02 | per quarter |
| 2" | 187.93 | per quarter | 6.02 | 193.95 | per quarter |
| 3" | 336.51 | per quarter | 11.27 | 347.78 | per quarter |
| 4" | 547.76 | per quarter | 18.77 | 566.53 | per quarter |
| 6" | 1,075.41 | per quarter | 37.52 | 1,112.93 | per quarter |
| 8" | 1,709.17 | per quarter | 60.02 | 1,769.19 | per quarter |

**Verona Sewer Utility**
MMSD Adjustment Clause - Input Sheet
Projected 2020

| | 2020 New Rates (NR) | | 2019 Base Rates (BR) | |
|---|---|---|---|---|
| Enter MMSD's volume and loading charge rate for the forecast and current period | | | | |
| Volume (V) | $0.78145 | per 1,000 gals. | $0.65536 | per 1,000 gals. |
| CBOD (BOD) | 0.16760 | per lb | 0.15905 | per lb |
| Suspended Solids (SS) | 0.28051 | per lb | 0.26775 | per lb |
| Nitrogen (TKN) | 0.44981 | per lb | 0.40279 | per lb |
| Phosphorus (TP) | 4.89623 | per lb | 4.18724 | per lb |
| Enter MMSD's equivalent meter and customer rates for the forecast and current period | | | | |
| Equivalent Meters (E) Rate | $39.45 | per year | $36.45 | per year |
| Customer (C) Rate | $36.46 | per year | $36.38 | per year |

**Verona Sewer Utility**
MMSD Adjustment Clause - Calculation Sheet
Projected 2020

Calculation of Adjusted Domestic Strength Charge:

Formula
NVR = AVR + CVR
AVR = (V)VRC+ (BOD)VRC + (SS)VRC + (TKN)VRC + (TP)VRC
General Calculation
RC = NR - BR
6500 RC * CG * DS
Component Calculation
53700 (V)RC
(BOD)VRC = (BOD)RC * (BOD)CG * (BOD)DS
(SS)VRC = (SS)RC * (SS)CG * (SS)DS
(TKN)VRC = (TKN)RC * (TKN)CG * (TKN)DS
(TP)VRC = (TP)RC * (TP)CG * (TP)DS

| Components | Current Rates (CVR) | New Rates (NR) | Base Rates(BR) | Rate Change (RC) | Convert to Gallon (CG) | Domestic Strength (DS) | Rate Change (VRC) | |
|---|---|---|---|---|---|---|---|---|
| Volume | $3.713087 | $0.781450 | $0.655360 | $0.126090 | N/A | N/A | $0.126090 | = (V)VRC |
| BOD | 0.231350 | 0.167600 | 0.159050 | 0.008550 | 0.00834 | 200 | 0.014261 | = (BOD)VRC |
| SS | 0.324760 | 0.280510 | 0.267750 | 0.012760 | 0.00834 | 250 | 0.026605 | = (SS)VRC |
| TKN | 0.733080 | 0.449810 | 0.402790 | 0.047020 | 0.00834 | 40 | 0.015686 | = (TKN)VRC |
| TP | 3.658140 | 4.896230 | 4.187240 | 0.708990 | 0.00834 | 10 | 0.059130 | = (TP)VRC |
| | | | | | | AVR = | 0.241772 | |
| | | | | | | CVR = | 3.71 | |
| | | | | | | **NVR =** | **$3.95** | |

Calculation of the Adjusted Quarterly Service Charge:

Formula:
C = BMRC + MOR
BMRC = MRC / B
MRC = DC + CC

Calculation of the Demand and Customer Change:

Formula:
DC = (EN - EB) * DR
CC = CN - CB

| | | Demand Ratio (DR) | Demand Change (DC) | Customer Change (CC) | Annual Meter Rate Change (MRC) | Quarterly Meter Rate Change (BMRC) | Current Meter Rate (MOR) | Adjusted New Meter Rate (C) | **Proposed New Meter Rate** |
|---|---|---|---|---|---|---|---|---|---|
| 3/4" | = | 1.0 | 3.00 | 0.08 | 3.08 | 0.77 | 40.35 | 41.12 | **41.00** |
| 1" | = | 2.5 | 7.50 | 0.08 | 7.58 | 1.90 | 72.19 | 74.08 | **74.00** |
| 1-1/2" | = | 5.0 | 15.00 | 0.08 | 15.08 | 3.77 | 125.25 | 129.02 | **129.00** |
| 2" | = | 8.0 | 24.00 | 0.08 | 24.08 | 6.02 | 187.93 | 193.95 | **194.00** |
| 3" | = | 15.0 | 45.00 | 0.08 | 45.08 | 11.27 | 336.51 | 347.78 | **348.00** |
| 4" | = | 25.0 | 75.00 | 0.08 | 75.08 | 18.77 | 547.76 | 566.53 | **567.00** |
| 6" | = | 50.0 | 150.00 | 0.08 | 150.08 | 37.52 | 1,075.41 | 1,112.93 | **1,113.00** |
| 8" | = | 80.0 | 240.00 | 0.08 | 240.08 | 60.02 | 1,709.17 | 1,769.19 | **1,769.00** |

**Verona Sewer Utility**
MMSD Adjustment Clause - Description Sheet
Projected 2020

DESCRIPTION OF THE ADJUSTED DOMESTIC STRENGTH VOLUME CHARGE:

Formula:

NVR = AVR + CVR
AVR = (V)VRC+ (BOD)VRC + (SS)VRC + (TKN)VRC + (TP)VRC
RC = NR - BR
VRC = RC * CG * DS

Where:

NVR = Calculated new domestic strength utility volume rate per 1,000 gallons

AVR = Calculated domestic strength volume rate adjustment to the current utility domestic strength volume rate

CVR = Current utility domestic strength volume rate per 1,000 gallons

(V)VRC = Adjustment to domestic volume rate per 1,000 gallons
MMSD new volume rate less MMSD current volume rate

(BOD)VRC = Adjustment to domestic BOD rate component per 1,000 gallons
MMSD new BOD rate less MMSD current BOD rate
multiplied by the domestic strength multiplied by conversion to gallons

(SS)VRC = Adjustment to domestic SS rate component per 1,000 gallons
MMSD new SS rate less MMSD current SS rate
multiplied by the domestic strength multiplied by conversion to gallons

(TKN)VRC = Adjustment to domestic TKN rate component per 1,000 gallons
MMSD new TKN rate less MMSD current TKN rate
multiplied by the domestic strength multiplied by conversion to gallons

(TP)VRC = Adjustment to domestic TP rate component per 1,000 gallons
MMSD new TP rate less MMSD current TP rate
multiplied by the domestic strength multiplied by conversion to gallons

RC = New MMSD service rate less current MMSD service rate

NR = New MMSD service rate

BR = Current MMSD service rate

CG = Conversion factor from per pound to per gallon

DS = Utility domestic strength by component

DESCRIPTION OF ADJUSTED METER CHARGE:

Formula:

C = BMRC + MOR
BMRC = MRC / B
MRC = DC + CC
DC = (EN - EB) * DR
CC = CN - CB

Where:

C = Adjusted utility meter rate (to nearest one cent)

BMRC = Semi-annual utility meter rate change

MOR = Current utility meter rate

B = Number of annual utility billings (currently 2 times a year)

MRC = Change in utility annual service rate per meter

DR = Demand ratio per meter size

DC = MMSD new equivalent meter service rate less current equivalent meter service rate multiplied by demand ratio

CC = MMSD new customer service rate less current customer service rate

EN = MMSD new annual equivalent meter service rate

EB = MMSD current annual equivalent meter service rate

CN = MMSD new annual customer service rate

CB = MMSD current annual customer service rate

**Verona Sewer Utility**
Quarterly Bill Comparison - Proposed Rates
Projected 2020

| Customer | Quarterly Volume (A) (gallons) | Meter | Quarterly Charge Present | Quarterly Charge Proposed | Inc. / (Dec.) | % |
|---|---|---|---|---|---|---|
| Small Residential | 10,000 | 5/8" | $77.45 | $80.50 | $3.05 | 3.9% |
| Average Residential | 13,000 | 5/8" | $88.58 | $92.35 | 3.77 | 4.3% |
| Large Residential | 30,000 | 5/8" | $151.65 | $159.50 | 7.85 | 5.2% |
| Multifamily Residential | 114,000 | 1 1/2" | $548.19 | $579.30 | 31.11 | 5.7% |
| Commercial | 27,000 | 5/8" | $140.52 | $147.65 | 7.13 | 5.1% |
| Commercial | 150,000 | 1" | $628.69 | $666.50 | 37.81 | 6.0% |
| Industrial | 1,160,000 | 4" | $4,851.36 | $5,149.00 | 297.64 | 6.1% |
| Average Industrial | 38,000 | 2" | $328.91 | $344.10 | 15.19 | 4.6% |
| Public Authority | 500,000 | 2" | $2,042.93 | $2,169.00 | 126.07 | 6.2% |
| Public Authority | 155,000 | 4" | $1,122.81 | $1,179.25 | 56.44 | 5.0% |

(A) numbers above based on TY 2016 Sewer Rate Study

**Verona Sewer Utility**
Calculation of Total Revenues
Projected 2020

| | | Current Rates | | Calculated Rates | |
|---|---|---|---|---|---|
| | Units (A) | Rates | Revenues | Rates | Revenues |
| Enter the Utility's annual billable gallons for the forecast period | 344,176 | $3.71 | $1,277,955 | $3.95 | $1,361,167 |
| Enter the Utility's annual billable meters for the forecast period | | | | | |
| 3/4" | 4,324 | 40.35 | 697,937 | 41.12 | 711,255 |
| 1" | 88 | 72.19 | 25,410 | 74.08 | 26,077 |
| 1-1/2" | 49 | 125.25 | 24,549 | 129.02 | 25,288 |
| 2" | 63 | 187.93 | 47,358 | 193.95 | 48,875 |
| 3" | 22 | 336.51 | 29,613 | 347.78 | 30,604 |
| 4" | 6 | 547.76 | 13,146 | 566.53 | 13,597 |
| 6" | 1 | 1,075.41 | 4,302 | 1,112.93 | 4,452 |
| 8" | 3 | 1,709.17 | 20,510 | 1,769.19 | 21,230 |
| | 4,556 | | $2,140,780 | | $2,242,546 |
| Increase $ from Current Rates | | | | | $101,765 |
| Increase % from Current Rates | | | | | 4.8% |

(A) - Based on data used in the the 2018 Five Year Forecast

Schedule 7

## Verona Sewer Utility

Calculation of Current Year Rates over Prior Year Units
Projected 2020

| | 2020 MMSD Charges | | 2019 MMSD | 2020 MMSD charges | 2020 Units Using |
|---|---|---|---|---|---|
| | 2020 units | 2020 Rates | Rates | Calculated | 2019 Rates |
| Volume (V) | 427,050 | 0.78145 | 0.65536 | $333,718 | $279,871 |
| CBOD (BOD) | 1,022,000 | 0.1676 | 0.15905 | 171,287 | 162,549 |
| Suspended Solids (SS) | 803,000 | 0.28051 | 0.26775 | 225,250 | 215,003 |
| Nitrogen (TKN) | 177,025 | 0.44981 | 0.40279 | 79,628 | 71,304 |
| Phosphorus (TP) | 22,630 | 4.89623 | 4.18724 | 110,802 | 94,757 |
| Equivalent Meters (E) | | | | | |
| Rate | 5,965 | 39.45 | 36.45 | 235,319 | 217,424 |
| Customer (C) | | | | | |
| Rate | 4,520 | 36.46 | 36.38 | 164,799 | 164,438 |
| Total | | | | $1,320,803 | $1,205,347 |
| Increase in rates required | | | | | $115,456 |