

**Consulting Services Contract  
City of Waukesha – Corre, Inc.**

**Project Name:  
2017 Construction Inspection Services for Meadowbrook Road (West Waukesha Bypass)**

This Contract is by and between the **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the **City**; and **Corre, Inc.**, 6510 Grand Teton Plaza, Suite 314, Madison, WI 53066 referred to herein as the **Consultant**. Together, the City and Consultant are referred to as the **Parties**.

**Recitals**

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the following Project:

**2017 Construction Inspection Services for Meadowbrook Road (West Waukesha Bypass)**

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP, and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the Scope of Work stated in the RFP and the Consultant's responsive Proposal, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform and provide all Construction Inspection and construction staking services as specified by the City in individual work orders and as specified in the Scope of Work in Schedule A.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant an hourly fee for labor and expenses provided based upon the Rate information as set forth in the Consultant's proposal Dated January 13, 2017 for performance of the Work in compliance with the terms and conditions of this Contract. Consultant shall invoice the City, monthly. All invoices shall be payable net 30 days. The Hourly Rate for the Lead Inspector shall be \$92.39. The Hourly Rate for an Inspector shall be \$62.54. The Hourly rate for the preparation of As-Built record drawings by the As-Built Technician shall be \$81.73, with an estimate of 40 hours to complete the task. The Hourly Rate for a Survey Office Technician shall be \$72.09. The Hourly Rate for a Survey Crew shall be \$91.04. The Hourly Rate for the Construction Project Manager shall be \$107.96 and shall not exceed 3% of Time relative to the Inspector's hours. These Rates shall not be adjusted for the duration of this Contract.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than **December 31, 2017**, subject only to delays for circumstances beyond Consultant's control, provided Consultant recommences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written mutual agreement of the Parties. No change to the scope of the Work, the personnel as indicated in the Consultant's Proposal Dated January 13, 2017, or the Hourly Rates to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.

7. **Indemnification.** Consultant shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Consultant's performance of the Work, including court costs and actual attorney fees.
8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies. Consultant shall obtain an endorsement making the City an additional insured and loss payee, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
  - c. Excess liability-umbrella, \$5,000,000.
  - d. Worker compensation, statutory requirements.
  - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
13. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work unless expressly agreed by the City.
14. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.

15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City:       Attention: Jon Weil, PSS  
City of Waukesha  
130 Delafield Street  
Waukesha WI 53188

To Consultant:    Attention: Chris Nies, PE  
Corre, Inc  
6510 Grand Teton Plaza, Suite 314  
Madison, WI 53066

16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration.** This Contract constitutes the entire agreement of the Parties formed by the City's RFP and the Consultant's responsive proposal; however, if any ambiguity in this Contract requires resolution, or this Contract is silent on a material point, then reference may be made to the RFP and the Consultant's proposal, in that order of priority, to construe this Contract. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.
24. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.

City of Waukesha

\_\_\_\_\_  
By Shawn N. Reilly, Mayor

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

To certify that funds are provided for payment:

\_\_\_\_\_  
Richard L. Abbott, Director of Finance

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

CORRE, Inc

\_\_\_\_\_

By (print name) \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Attested by Gina L. Kozlik, City Clerk

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

\_\_\_\_\_

By (print name) \_\_\_\_\_

Title: \_\_\_\_\_

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

## Schedule A

### OVERVIEW OF PROJECT

Provide construction inspection services as requested by the City of Waukesha (City) Engineering Division for infrastructure improvements for Meadowbrook Road (West Waukesha Bypass) in 2017. The project will be Let in February 2017. It is anticipated that construction will begin in April 2017 and end in November 2017. Improvements include: sanitary sewer adjustments, storm sewer installation, water main adjustments, traffic signal installation, street light installation, concrete curb and gutter, concrete sidewalk, concrete pavement and Meadowview Park flood mitigation grading.

See <http://www.waukeshabypass.org/public.shtml> for an overview of the project including Meeting Displays from the April 6, 2016 (Northview Road to Rolling Ridge Drive) Public Information Meeting.

### SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT:

This is a complex construction project requiring inspection services for a wide variety of construction elements. Inspection and staking services will be required for, but not limited to:

- Installation of new sections of the storm sewer system;
- Installation of new and adjusting existing storm manholes and inlets;
- Installation of new storm manholes, catch basins, and inlets;
- Installation of a storm sewer diversion structure;
- Adjusting an existing storm manhole;
- Installation of new storm sewer end sections;
- Installation of new rip rap channels;
- Installation of Bio-Filtration Basins;
- Installation of Bio-Filtration storm sewer;
- Installation of Bio-Filtration Engineered material;
- Installation of an Athletic Field;
- Installation of street light conduit, pull boxes, bases, and street lighting;
- Removal of curb or curb and gutter and replacement with 30-Inch or 18-Inch combination concrete curb and gutter;
- Removal of sidewalk and the installation of new concrete sidewalk.
- Removal of existing drive approaches and replacement of drive approaches with 7-Inch concrete pavement;
- Removal curb ramps and installation of curb ramps that meet ADA standards;
- Removal of existing pavement, grading, graveling and paving with 8-Inch P.C. Concrete Pavement and 6-Inches of Hot Mix Asphalt (HMA) Pavement;
- Installation of pavement markings;
- Installation of street signing;
- Installation of traffic signals at the intersection Meadowbrook Road and Rolling Ridge Dr.;
- Salvaged topsoiling and new sodding of disturbed areas;
- Installation of Landscaping and final Restoration;

The Consultant shall provide an inspector(s) and survey personnel that shall:

- Understand and enforce the City of Waukesha specifications and practices. This may include attending an inspector's meeting at the City of Waukesha Engineering Division at a time to be determined.
- Understand and enforce the Wisconsin Department Transportation Standard Specifications for Highway and Structure Construction.
- Attend the pre-construction meeting for the assigned project. Meeting facilitation and agenda preparation will not be required for this task.
- Attend the pre-construction meeting for Waukesha County's West Waukesha Bypass Project (WWBP), (ID 2788-0072 and ID 2788-02-70).
- Work with, report to and communicate with the City Project Manager in charge of the project and with the City Engineering Tech Supervisor.
- Be equipped with a phone and have survey equipment for acquiring elevations.
- Effectively communicate and coordinate with adjoining project(s) and consultant(s).
- Communicate and document conversations regarding adjoining construction activity to the City Project Manager.
- Review construction materials on-site to determine compliance with contract documents.
- Ensure that improvements are installed at proper elevations and locations.
- Record grades and pipe inverts during construction for record drawings.
- Report deviations from contract documents to City Project Manager.

- Be knowledgeable of concrete and road compaction testing/sampling procedures and witness testing completed by Contractor.
- Measure and track quantities included in the contract.
- Complete and deliver reports with the tabulated quantities to the City Project Manager every two weeks.
- Complete and deliver Inspector's Daily Reports (IDRs) to City Project Manager every two weeks.
- Attend (at a minimum) weekly meetings held at the job site or at the City Engineering office.

The Consultant shall prepare and complete record drawings in electronic PDF format and produce 11" x 17" paper copies. The information must be formatted and provided to the City for placement into the City's GIS system no later than 60 days after substantial completion of the project. Electronic copies (PDF, AutoCAD v2013 and/or MicroStation) of the design drawings will be made available to the Consultant for record drawing preparation. The following shall be shown for each structure, appurtenances, and lateral ends or other features that are part of the sewer system:

- Northing and easting coordinates in Excel or CSV (Comma Separated Values) format including point number, northing, easting, elevation and description of each structure (PNEZD).
- Elevations of all rims, inverts, catch basins, inlets and outlet sections.
- Invert elevations shall be documented at the time of installation.
- Pipe size and structure type.
- Type of frame and chimney seal.

The Consultant shall provide construction staking services as requested by the City Project Manager. Construction staking may include staking for underground utilities, roadway centerline, curb & gutter, traffic signals, street lights, sidewalk, mass grading or any other staking required to complete the project.

The consultant's Construction Project Manager shall be the point of contact for the scheduling of work and billing questions.

**THE CITY WILL PROVIDE:**

- Request for Construction Inspection Services at least 72 hours prior to start of the project.
- One hard copy of the approved plans and specifications and one electronic copy in PDF and AutoCAD 2013 and/or MicroStation format.
- One hard copy of the City's specifications and one electronic (PDF) copy.
- Schedule preconstruction meeting. Coordinate or perform the facilitation and meeting agenda preparation for the meetings.
- Inspector's Daily Report (IDR) formats will be supplied electronically.
- The City will not provide survey equipment.