

**Consulting Services Contract**  
**City of Waukesha – Graef-USA Inc.**  
**Project Name: Northview Road Roadway and Storm Sewer/Flood Mitigation Improvement**  
**Project Final Design**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Graef-USA Inc., One Honey Creek Corporate Center, 125 South 84<sup>th</sup> Street, Suite 401, Milwaukee, Wisconsin 53214-1470, 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:

Engineering and design services for the	<b>Northview Road Roadway and Storm Sewer/Flood Mitigation Improvement Project Final Design</b>
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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 the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
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 a total, flat Contract Price of **One Hundred Fifty-Five Thousand Dollars (\$155,000.00)** for performance of the Work in compliance with the terms and conditions of this Contract. If the City elects in writing to perform the Traffic Signal Design at the intersection of Northview Road and University Drive an additional flat \$7,000.00 shall be added to the Contract Price. Consultant shall invoice the City, monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
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 **January 15, 2018 for Phase 1 Final Plan Submittal and November 1 2018 for Phase 2 Final Plan Submittal**, 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, or the total amount 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. 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 otherwise by the Parties.
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 Alex Damien, P.E.  
City of Waukesha  
130 Delafield Street  
Waukesha WI 53188

To Consultant: Attention Mary Beth Pettit, P.E.  
Graef-USA, Inc.  
125 South 84<sup>th</sup> Street  
Suite 401  
Milwaukee WI 53214-1470

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:\_\_\_\_\_

\_\_\_\_\_  
Attested by Gina L. Kozlik, City Clerk-Treasurer  
Date:\_\_\_\_\_

To certify that funds are provided for payment:

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

**Graef-USA Inc.**

\_\_\_\_\_  
By (print name)\_\_\_\_\_  
Title:\_\_\_\_\_  
Date:\_\_\_\_\_

\_\_\_\_\_  
By (print name)\_\_\_\_\_  
Title:\_\_\_\_\_  
Date:\_\_\_\_\_

## Schedule A

### Scope of Work

#### A. General:

The project is proposed to be constructed in two phases as two separate PS&E packages over the 2018 and 2019 construction seasons. Contents of the Phase 1 PS&E package will include plans for the reconstruction of approximately 0.57 miles of Northview Road from Tall Grass Circle to 800 feet west of Pebble Valley Drive. Phase 1 work will also include milling and overlaying 800 feet of the existing urban section of Northview Road from the east reconstruction limit to Pebble Valley Road. It is anticipated that the storm sewer improvements that will be constructed with the Phase 1 work will extend from the east project limit to Pebble Creek. The portion of the existing roadway that will be impacted by the storm sewer improvements being installed west of Tall Grass Circle will be repaired with temporary asphalt until that section of roadway is reconstructed in Phase 2.

The Phase 2 PS&E package will include plans for the reconstruction of approximately 0.66 miles of Northview Road from just west of Kayla Drive to Tallgrass Circle.

#### B. Scope of Services: Roadway Improvement Project

Provide preliminary and final roadway design services for approximately miles 1.4 miles two lane roadway from the Kayla Drive to Pebble Valley Road. A mix of urban and rural cross section elements will be designed as detailed in the 30% concept plan developed for this project.

Final Bid documents shall include a PCC pavement as the primary bid and a HMA pavement as an alternate bid option. Proposed roadway cross sections and earthwork will be developed for the primary bid only. The proposed primary bid will consist of 8" dowelled concrete pavement with 8" base aggregate dense on a prepared subgrade. The alternate bid will include 6.5" HMA pavement on 12" of base aggregate dense.

Engineering design will consist of the following elements for both construction Phases of the project:

#### Preliminary (60% Design)

- a. Prepare one set of preliminary plans that covers both phases of construction. The preliminary plans will consist of:
  - i. Plan set preparation, sheets to include:
    1. Title Sheet
    2. Project Overview
    3. Existing & Proposed Typical Sections
    4. General Notes
    5. Construction Detail Sheets
    6. Plan Detail Sheets
    7. Storm Sewer Plans – Trunk Line Plan & Profiles (design based on improvements identified in the 30% Conceptual drawings; outlined later in this proposal).

8. Traffic signal underground layout – Northview Road at University Drive
9. Pavement Marking
10. Alignment Plan
11. Plan and Profile sheets
12. Cross Sections at even spacing as well as driveways:
  - a. Every 25 feet
  - b. At Driveways

## Final Design and PS&E Documents

- a. Prepare the Final Design PS&E which will include:
  - i. Plan set preparation, sheets to include:
    1. Title Sheet
    2. Project Overview
    3. Existing & Proposed Typical Sections
    4. General Notes
    5. Construction Details
    6. Plan Details
    7. Pavement Grading sheets
    8. Intersection Detail sheets for each intersection and include at a minimum, the following:
      - a. Detailed intersection spot grades every 25-feet for each lane
      - b. Detailed curb ramp grades
      - c. Back of walk spot grades every 25-feet
      - d. Top of curb grades every 25-feet
      - e. Underground utilities
    9. Erosion Control Plans
    10. Drainage Details
    11. Storm Sewer Plans
    12. Traffic Signal Plan – Underground Plan Only
    13. Utility Adjustment Plan (structures to be raised to new pavement grades)
    14. Pavement Marking
    15. Permanent Signing Plan
    16. Traffic Control & Staging (Assumed roadway closed to through traffic and maintained to local access only).
    17. Detour plans for Northview Road for Phase 1 and 2.
    18. Alignment Plan
    19. Plan and Profiles
    20. Miscellaneous Quantity sheets to be prepared only for traffic signal sheets (see if authorized services)
    21. Cross Sections at even spacing as well as driveways:
      - a. Every 25 feet
      - b. At Driveways
    22. Street Lighting (by City)
  - ii. Specifications/Project Manual for the roadway improvement project to include:
    1. A project manual will be prepared for the project in accordance with standard as provided by the City. CONSULTANT shall prepare any

- special provisions to supplement the standard City of Waukesha front end documents.
    - 2. Assist the City in answering questions during the bid letting process.
    - 3. Special provisions will be written to supplement the City's 1972 Standard Construction Specifications.
  - iii. Estimate
    - 1. Prepare a cost estimate for the project for use by the City for review/comparison of the bids received by the City. Bid items will be used per guidance provided by the City standards.
  - b. Utility Coordination
    - i. Assist the City in identifying utility conflicts, transmitting files to utilities for work plan creation, and coordination of specifications to summarize utility efforts.
    - ii. The City will play the lead role in the actual coordination with utilities.
  - c. Public Involvement
    - i. The team will conduct one public involvement meeting prior to each phase of construction to educate the public on the anticipated construction impacts and schedule. A total of two public involvement meetings will be held.
    - ii. The Public Information meetings shall be for affected residents, Common Council Members and the general public. CONSULTANT shall prepare the invitation letter, the City shall create mailing list and mail the invitations. CONSULTANT will create all exhibits for the public meetings.
  - d. Meetings
    - i. Initial kickoff meeting
    - ii. conduct 16 coordination meetings/conference calls with the City of Waukesha from Notice to Proceed through 90% submittal (Mar – Dec)
    - iii. Attend one utility coordination meeting for the project.
    - iv. 60% plan review meeting
    - v. 90% plan review meeting
    - vi. Two public information meetings
    - vii. Pre-Construction meeting
- C. Scope of Services: Storm Sewer, Culvert Replacement, Permitting
- a. Project Management
    - i. Implement WisDNR and USACE permit coordination and approval plan.
  - b. Preliminary Plan Development (60% plans)
    - i. Prepare storm sewer design development plans to include trunk line plan and profile and initial lateral spacing and layout.
    - ii. Prepare preliminary box culvert plan for the Northview Road crossing at Pebble Creek in accordance with 30% plan drainage Technical Memorandum.
    - iii. Hydraulically model proposed box culvert to determine backwater effects for permitting purposes.
    - iv. Prepare and submit WisDNR and USACE permit applications.
  - c. Construction and Bid Documents (90% & Final plans)
    - i. Incorporate comments into plans and specifications.
    - ii. Prepare final storm sewer construction plans, Best Management Practices (BMP) grading and erosion control, restoration, and details.
    - iii. Perform SLAMM Analysis for TSS removal achieved.

- iv. Finalize additional technical specifications.
  - v. Prepare final cost estimate.
  - vi. Provide 90 percent construction documents for City review and comment.
  - vii. Meet with City to review comments on 90 percent construction plans.
- d. Agency Coordination / permitting
- D. Prepare and obtain approval on required permits for the project including the WRAPP (formerly the Notice of Intent) Application and Chapter 30 permit for wetland fill resulting from the project.
- E. Digital Files and Plan submittal
  - a. Prepare digital files using AutoCAD Civil 3D using the City's modified WisDOT template.
  - b. Prepare and submit final bid drawings (11x17 size) and documents to the City (including all digital files).
- F. Project Schedule:
 

Notice to Proceed	March 15, 2017
60% Preliminary Roadway Plans	June 15, 2017
Storm Sewer Design (60% design plans)	June 15, 2017
WDNR/ACOE Concurrence on Plan	August 1, 2017
90% Plan Submittal – Phase 1 (Plans ready for City Review)	December 18, 2017
Final Plan Submittal – Phase 1 (Plans complete for let)	January 15, 2018
Let - Phase 1	January 31, 2018
Construction – Phase 1	Spring\Summer 2018
90% Plan Submittal – Phase2 (Plans ready for City Review)	October 1, 2017
Final Plan Submittal – Phase 2(Plans complete for let)	November 1, 2018
Let - Phase 2	December 15, 2018
Construction – Phase 2	Spring\Summer 2019
- G. City Provided services, items and/or information:
  - a. Utility Coordination for the project
  - b. Coordination and conducting of the bidding/let process
  - c. Real estate acquisition services (if needed)
- H. Traffic Signal Design – IF AUTHORIZED
  - a. Traffic Signal design for the intersection of Northview Road & University Avenue will include:
    - i. Preliminary and Final Traffic Signal Plans, Specifications and Estimate
    - ii. Sequence of Operations sheet
    - iii. Cable Routing sheet
    - iv. Traffic Signal Timing
    - v. Traffic Signal Misc. Quantity sheets
    - vi. Emergency Vehicle Preemption
  - b. Intersection lighting will be included and serviced from signal controller.
  - c. Meetings – One (1) meetings to coordinate the design of the traffic signal.