

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

MONDAY, OCTOBER 12, 2020

5:00 P.M.

VERONA, WI 53593

Due to the COVID-19 pandemic, the Verona Public Works/Sewer & Water Committee will hold its meeting as a virtual meeting. The Verona Public Works/Sewer & Water Committee will not meet at City Hall, 111 Lincoln Street. Members of the Verona Public Works/Sewer & Water Committee and Staff will join the meeting by using Zoom Webinar, as described immediately below.

Members of the public can join the meeting using Zoom Webinar via a computer, tablet, or smartphone, or by calling into the meeting using phones, as described immediately below.

Join the meeting via computer, tablet, or smart phone:

<https://zoom.us/j/97097289883>

Webinar ID: 970 9728 9883

Join the meeting via phone by dialing:

301-715-8592

Webinar ID: 970 9728 9883

Agenda Items

1. Call to order.
2. Roll call.
3. Approval of the minutes of the September 28, 2020 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding easements for Parcel 3, A, B, C, and D located along Badger Mill Creek for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.
5. Discussion and action regarding professional services agreement for Construction Related Services with regard to Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement.
6. Adjourn.

Evan Touchett
Chairperson

POSTED: Verona City Hall
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, SEPTEMBER 28, 2020

1. The meeting was called to order by Mr. Touchett at 5:02pm.
2. Roll Call: Present: Evan Touchett, Charlie Ryan. Chad Kemp entered at 5:14pm. Also present: Theran Jacobson, Director of Public Works; Carla Fischer, City Engineer, AECOM.
Note: This was a remote meeting via Zoom and phone conference, instructions on how to join were included with the posted agenda.
3. MOVED by Touchett, seconded by Ryan, to approve the minutes of the September 14, 2020 meeting of the Public Works/Sewer and Water Committee. Motion carried 2-0.
4. MOVED by Touchett, seconded by Ryan, to recommend approval of project closeout and change order no. 1 for Project ID 2020-101 2020 Verona Street Asphaltic Rehabilitation. Motion carried 2-0.
5. MOVED by Touchett, seconded by Ryan, to recommend approval of change order no. 2 for Project ID 2016-123 CTH PD Woods Rd to CTH M. Motion carried 2-0.
6. MOVED by Touchett, seconded by Kemp, to recommend awarding of contract for Project ID 2018-108 Eastside Sanitary Sewer Interceptor Replacement to Minger Construction Co., Inc., out of Jordan, MN, for an amount not to exceed \$7,761,804.60. Motion carried 3-0.
7. MOVED by Touchett, seconded by Ryan, to adjourn at 5:23pm. Motion carried 3-0.

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/Sewer & Water Committee agenda.

Item (4) Easements for Parcel 3, A, B, C, and D located along Badger Mill Creek for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement.

The eastside sanitary sewer interceptor is for the replacement of the sewer from Bruce Street to the lands just north of Arbor Vitae Place. The project includes the replacement of the 15-inch interceptor that was constructed in 1960 to increase capacity and replace aged infrastructure. Madison Metropolitan Sewerage District (MMSD) is a significant partner related to the design, permitting, and construction project and is paying for their portion of the project as agreed to in previously executed agreements.

With MMSD partnering on this project by installing a relief force main pipe on City lands, they ultimately need easements from the City. The area of acquisition varies depending upon the location but is within the same corridor as the City's new interceptor sewer. The permanent limited easement will remain with the asset but the temporary limited easement will abolish at termination of the project. An overview figure of the parcel numbers is included for reference.

The easements would be dedicated to MMSD ultimately due to the partnership between the City and MMSD. This project has created economies of scale due to larger quantities of bid items therefore saving both of us money in the long run and only impacting this corridor once. This does not include the costs savings on other elements including but not limited to design, other easements, and site investigations that have been split per the memorandum of understanding executed between the City and MMSD in February of 2019.

All the parcels are located along the Badger Mill Creek and more specifically:

- Parcel A is east of Fireman's park.
- Parcel B is just north of S. Main Street
- Parcel C is just south of the Lincoln Street Bridge
- Parcel D is near Arbor Vitae Place
- Parcel 3 is just east of the Lincoln Street Bridge

The easements shall be contingent on City Administrator and City Attorney review.

Item (5) Professional services agreement for Construction Related Services with regard to Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement.

This Consulting Services Agreement with Short Elliot Hendrickson is for attendance and administration of monthly progress meetings, product and shop drawing review, and respond

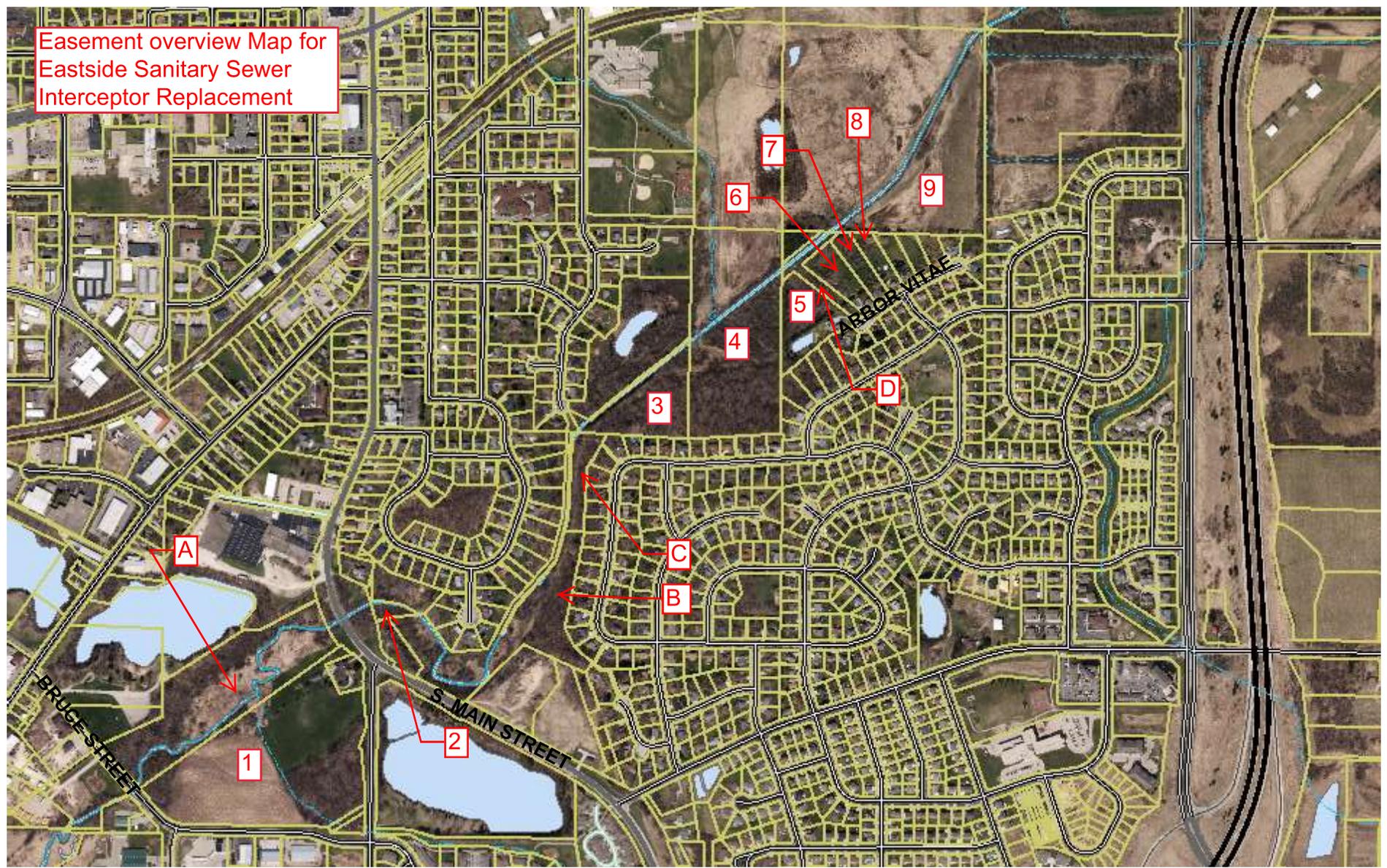
to requests for information of their design documents during construction. The contract also includes as-built field survey and record drawing creation at completion of the project.

The construction inspection will be completed by City staff.

The cost is not to exceed \$54,604. The cost is split 60/40 between City / MMSD. Therefore the City portion is \$32,762.40 and MMSD portion is \$21,841.60 per the memorandum of understanding executed between the City and MMSD in February of 2019.

The agreement shall be contingent on City Administrator and City Attorney review.

Easement overview Map for
Eastside Sanitary Sewer
Interceptor Replacement



2018-108
Easements



SCALE: 1" = 893'



City of Verona
111 Lincoln St
Verona, WI 53593
(608) 845 - 6495

DISCLAIMER: The City of Verona does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Print Date: 7/22/2020

SANITARY SEWER EASEMENT

MMSD Pumping Station 17 Forcemain Relief

The City of Verona, ("Grantor") in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the Madison Metropolitan Sewerage District ("Grantee") the right to construct, operate, repair, replace and maintain a sanitary sewer and any necessary appurtenance for the collection and transmission of residential, industrial, and other wastewater in, above, and across land located in the NE 1/4 and NW 1/4 of the SW 1/4 of Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor's property).

Return to: Madison Metropolitan Sewerage District
1610 Moorland Road
Madison, WI 53713

Tax Parcel I.D. 0608-223-8180-2

Grantor hereby conveys unto Grantee a Permanent Limited Easement (PLE) on the following described lands:

Part of Lot 1 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence S53°56'42" West along the Northerly line of said Lot 2 a distance of 21.57 feet to the Southeast corner of Lot 1 of Certified Survey Map No. 14840 and the point of beginning of the lands to be described; thence South 53°37'50" West, 1561.72 feet along the Southerly line of Lot 1 to a point on the Northeasterly line of Bruce Street; thence North 52°13'49" East, 391.55 feet; thence N60°40'06" East, 78.10 feet to the Southerly line of Lot 1 of Certified Survey Map No. 14840; thence North 53°37'50" East along said Southerly line 103.06 feet; thence North 44°50'37" East, 41.91 feet; thence North 51°02'21" East, 763.08 feet; thence North 66°01'52" East, 190.45 feet to the point of beginning.

Containing 21,964 square feet, 0.50 acres

The **PLE** is subject to the following terms and conditions:

1. Grantee's employees, agents and contractors shall have the right to enter upon the PLE area for purposes of planning, design, construction, maintenance of the sewer lines and for ingress access, egress access, and access to adjoining PLE areas of the sewer lines.
2. Employees and contractors of the Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of

planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. Grantee shall repair or replace any and all fences damaged or removed during construction to a condition equal to or better than existing if present at the time of executing this easement.
4. During the construction process, all areas within the PLE area will be cleared to facilitate the construction process for the sewer(s) and any other incidental work to complete the project.
5. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the PLE area will be restored to a condition equal to, or better, than existed prior to construction.
6. After construction is completed the Grantee shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer(s). Following the completion of any such work, the Grantee at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.
7. No buildings or permanent structures be built over the sewer(s) or placed within the PLE area. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the Grantor shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from Grantee for repair or replacement of said structures. If said structures are not removed by Grantor, Grantee has the right to remove said structures and all costs shall be charged to Grantor. Permanent structures do not include roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. Grantee shall not build any structures or parking areas within the PLE area.
8. Any excess fill generated by the project on the PLE area may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and Grantee's contractor. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.
9. Following installation of the sanitary sewer(s), no permanent grade changes (additional overburden or excavation cuts) shall be placed within the PLE area without Grantee's prior first approval.
10. Following installation of the sanitary sewer(s) but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewer(s) that will also serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.

11. Grantor and Grantee shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for their consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

Grantor hereby conveys to Grantee a Temporary Construction Easement on the following described land:

Part of Lot 1 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence S53°56'42" West along the Northerly line of said Lot 2 a distance of 21.57 feet to the Southeast corner of Lot 1 of Certified Survey Map No. 14840 and the point of beginning of the lands to be described; thence South 66°01'52" West, 190.45 feet; thence South 51°02'21" West, 763.08 feet; thence South 44°50'37" West, 41.91 feet to the Southerly line of Lot 1 of Certified Survey Map No. 14840; thence South 53°37'50" West along said Southerly line, 103.06 feet; thence South 60°40'06" West, 78.10 feet; thence South 52°13'49" West, 391.55 feet to the Northeasterly line of Bruce Street; thence North 42°37'21" West along said Northeasterly line 25.09 feet; thence North 52°13'49" East, 395.52 feet; thence North 60°40'06" East, 134.20 feet; thence North 44°50'37" East, 86.09 feet; thence North 51°02'21" East, 767.16 feet; thence North 63°30'49" East, 188.00 feet to the Northeasterly line of Lot 1 of Certified Survey Map No. 14840 and the Southwesterly line of Main Street, CTH "M"; thence Southeasterly 33.74 feet along aforesaid line and the arc of a curve to the left, whose radius is 918.60 feet and whose chord bears South 35°00'00" East, 33.74 feet to the point of beginning.

Containing 39,656 square feet, 0.91 acres.

The **temporary construction easement** is subject to the following terms and conditions:

1. This temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Grantee's employees, agents and contractors shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction of the sewer lines and for ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. During the construction process, all areas with the temporary construction easement area will be cleared to facilitate the construction process for the sewer project and other incidental work with Grantor.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored to a condition equal to, or better, than existed prior to construction.

5. Grantor and Grantee shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for their consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

END OF CONDITIONS

IN WITNESS WHEREOF, GRANTEE has agreed to and executed this Sanitary Sewer Easement this _____ day of _____, 2020.

Witnessed in the Presence of:

By _____
.....(Luke Diaz, Mayor)

Witnessed by

By _____
.....(Ellen Clark, City Clerk)

Witnessed by

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN)
)ss.:
County of _____)

Signed or attested before me this _____ day of _____, 20_____,

(name(s) of person(s))

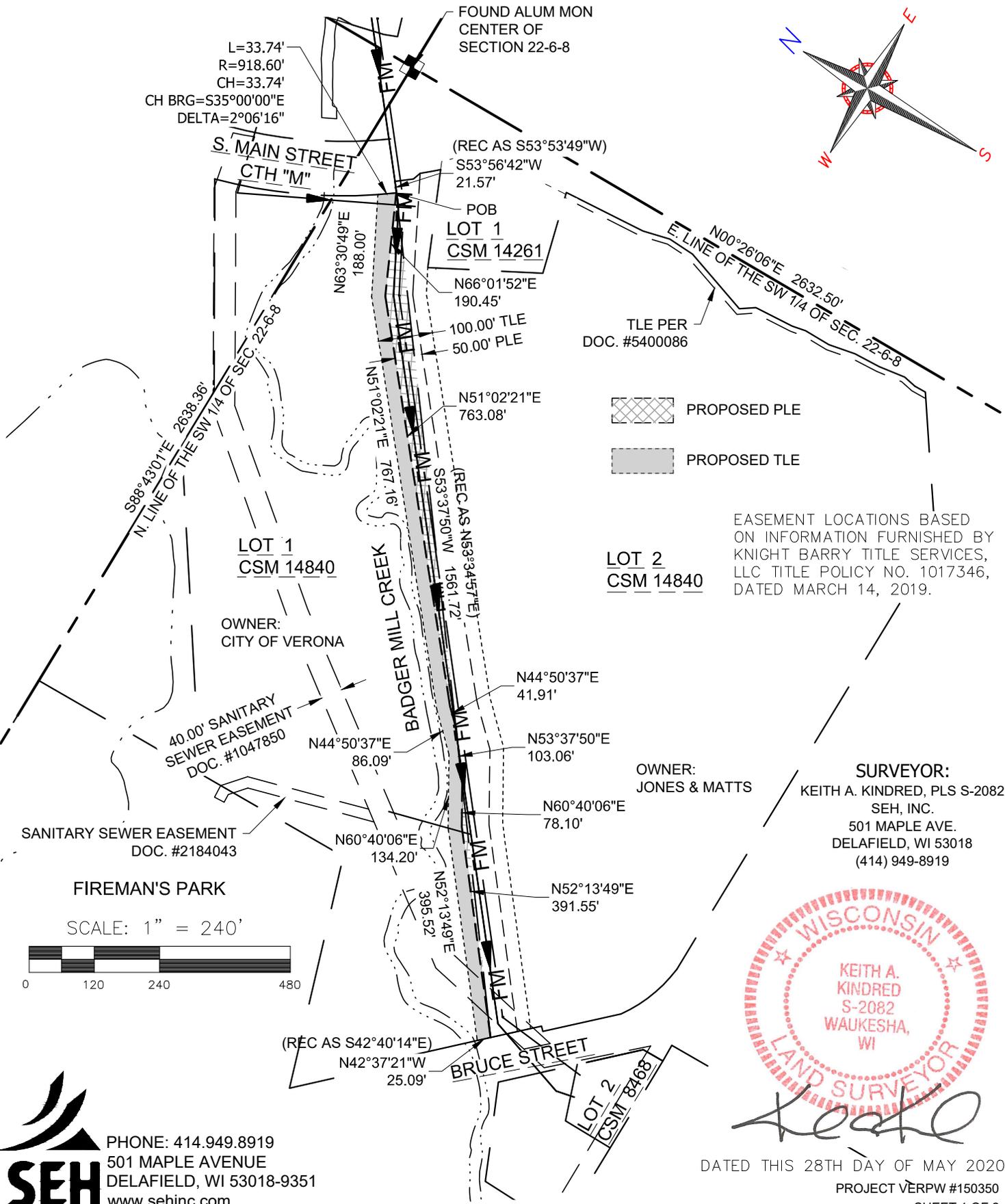
the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin
My Commission Expires: _____

Drafted by the:
Madison Metropolitan Sewerage District

EXHIBIT

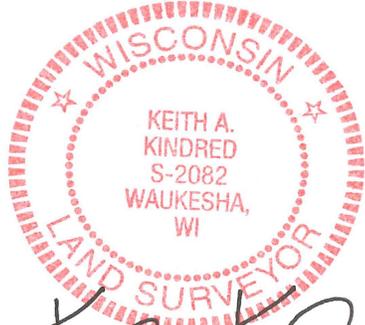
PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 14840, BEING A PART OF THE NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.6N., R.8E., CITY OF VERONA, DANE COUNTY, WISCONSIN.



EASEMENT LOCATIONS BASED ON INFORMATION FURNISHED BY KNIGHT BARRY TITLE SERVICES, LLC TITLE POLICY NO. 1017346, DATED MARCH 14, 2019.

OWNER: JONES & MATTS

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



Keith A. Kindred

DATED THIS 28TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 1 OF 2

PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

EXHIBIT

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 14840, BEING A PART OF THE NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.6N., R.8E., CITY OF VERONA, DANE COUNTY, WISCONSIN.

Permanent Limited Easement

Part of Lot 1 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

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Containing 21,964 square feet, 0.50 acres

Temporary Limited Easement

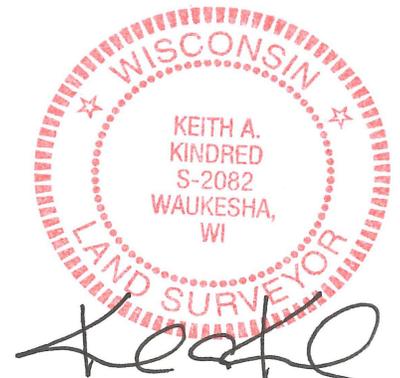
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Containing 39,656 square feet, 0.91 acres



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



PROJECT VERPW #150350

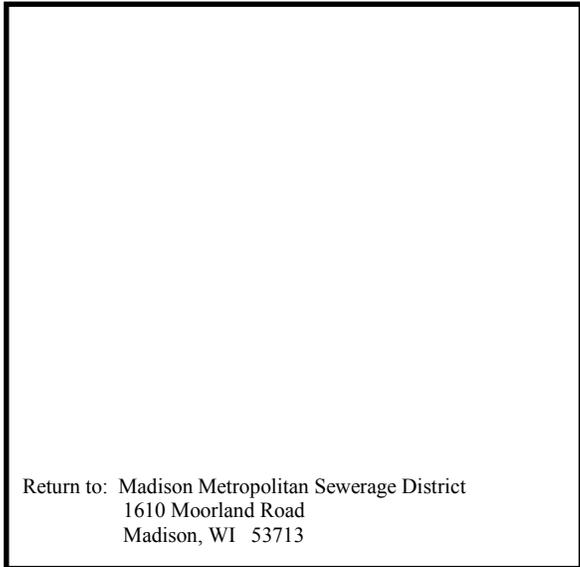
DATED THIS 28TH DAY OF MAY 2020

SHEET 2 OF 2

SANITARY SEWER EASEMENT

MMSD Pumping Station 17 Forcemain Relief

The City of Verona, (“Grantor”) in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain a sanitary sewer and any necessary appurtenance for the collection and transmission of residential, industrial, and other wastewater in, above, and across land located in the SE 1/4 and SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Return to: Madison Metropolitan Sewerage District
1610 Moorland Road
Madison, WI 53713

Tax Parcel I.D. 0608-221-6397-5

Grantor hereby conveys unto Grantee a Permanent Limited Easement (PLE) on the following described lands:

Part of Lot 37 of the First Addition to East View Heights being part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northeasterly corner of Lot 37 of the First Addition to East View Heights; thence North 86°41’36” West along the Northerly line of said Lot 37 a distance of 41.36 feet to the point of beginning of the lands to be described; thence South 06°39’27” West 149.74 feet; thence South 29°09’27” West 659.99 feet to the Southerly lot line of Lot 37 of the First Addition to East View Heights; thence North 65°49’58” West along said Southerly line 10.07 feet to the Easterly line of Lot 37 of the First Addition to East View Heights; thence South 45°53’41” West along said Easterly line 264.16 feet; thence North 85°01’21” West, 450.46 feet; thence North 36°02’02” West, 386.30 feet; thence North 84°25’44” East, 48.91 feet; thence South 38°09’32” East, 326.06 feet; thence South 83°20’33” East, 406.82 feet; thence North 51°39’27” East, 211.18 feet; thence North 29°09’27” East, 673.42 feet; thence North 06°39’27” East, 136.86 feet to the Northerly line of Lot 37 of the First Addition to East View Heights; thence South 86°41’36” East along said Northerly line 50.09 feet to the point of beginning.

Containing 91,800 square feet, 2.11 acres

The **PLE** is subject to the following terms and conditions:

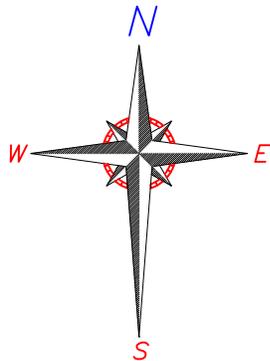
1. Grantee’s employees, agents and contractors shall have the right to enter upon the PLE area for purposes of planning, design, construction, maintenance of the sewer lines

and for ingress access, egress access, and access to adjoining PLE areas of the sewer lines.

2. Employees and contractors of the Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.
3. Grantee shall repair or replace any and all fences damaged or removed during construction to a condition equal to or better than existing if present at the time of executing this easement.
4. During the construction process, all areas with the PLE area will be cleared to facilitate the construction process for the sewer(s) and any other incidental work to complete the project.
5. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the PLE area will be restored to a condition equal to, or better, than existed prior to construction.
6. After construction is completed the Grantee shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer(s). Following the completion of any such work, the Grantee at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.
7. No buildings or permanent structures be built over the sewer(s) or placed within the PLE area. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the Grantor shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from Grantee for repair or replacement of said structures. If said structures are not removed by Grantor, Grantee has the right to remove said structures and all costs shall be charged to Grantor. Permanent structures do not include roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. Grantee shall not build any structures or parking areas within the PLE area.
8. Any excess fill generated by the project on the PLE area may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and Grantee's contractor. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.
9. Following installation of the sanitary sewer(s), no permanent grade changes (additional overburden or excavation cuts) shall be placed within the PLE area without Grantee's prior first approval.

EXHIBIT

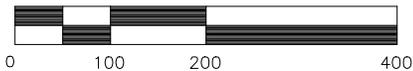
SECOND ADDITION TO NEFF'S
SUBDIVISION VALLEY VIEW



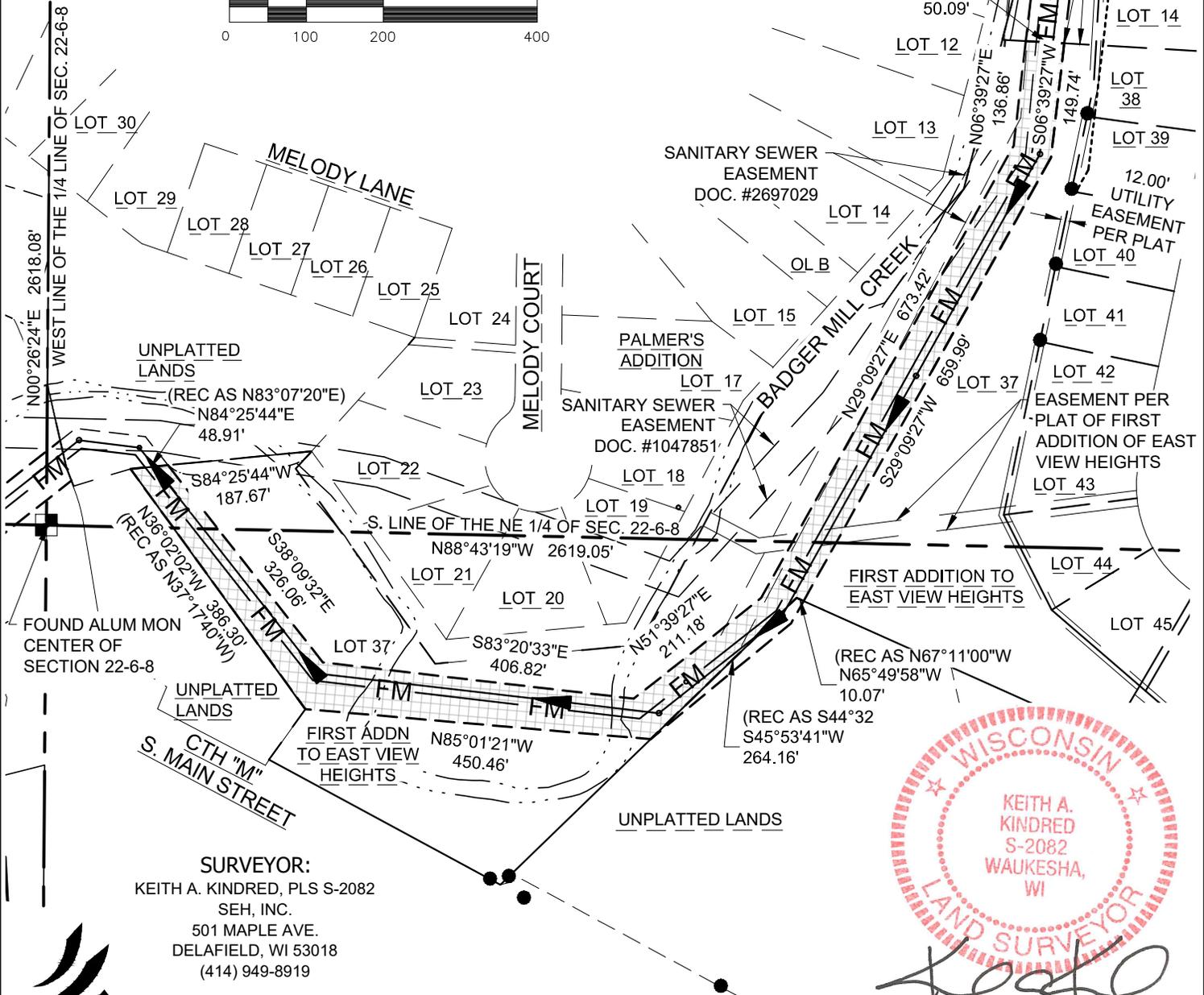
EASEMENT LOCATIONS BASED
ON INFORMATION FURNISHED BY
KNIGHT BARRY TITLE SERVICES,
LLC TITLE POLICY NO. 1017350,
DATED MARCH 25, 2019.

-  PROPOSED PLE
-  REBAR FOUND

SCALE: 1" = 200'



WEST LINE OF THE 1/4 LINE OF SEC. 22-6-8



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



Keith A. Kindred

DATED THIS 28TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT

Permanent Limited Easement

Part of Lot 37 of the First Addition to East View Heights being part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

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Containing 91,800 square feet, 2.11 acres



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www.sehinc.com

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



DATED THIS 28TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

SANITARY SEWER EASEMENT

MMSD Pumping Station 17 Forcemain Relief

The City of Verona, ("Grantor") in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the Madison Metropolitan Sewerage District ("Grantee") the right to construct, operate, repair, replace and maintain a sanitary sewer and any necessary appurtenance for the collection and transmission of residential, industrial, and other wastewater in, above, and across land located in the SE 1/4 of the NE 1/4 of Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor's property).

Return to: Madison Metropolitan Sewerage District
1610 Moorland Road
Madison, WI 53713

Tax Parcel I.D. 0608-221-6155-7

Grantor hereby conveys unto Grantee a Permanent Limited Easement (PLE) on the following described lands:

Part of Lot 15 of East View Heights being part of the Southeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Southeast corner of Lot 15 of East View Heights; thence North 86°41'36" West along the South line of said Lot 15 a distance of 41.36 feet to the point of beginning of the lands to be described; thence continuing North 86°41'36"W along said South line 50.09 feet; thence North 06°39'27" East, 91.18 feet; thence North 05°09'27" East, 449.85 feet; thence North 27°39'27" East, 103.88 feet to the North line of Lot 15 of East View Heights; thence South 86°38'50" East along said North line 63.17 feet; thence South 51°39'27" West, 18.62 feet; thence South 27°39'27" West, 102.92 feet; thence South 05°09'27" West, 440.56 feet; thence South 06°39'27" West, 88.90 feet to the point of beginning.

Containing 32,323 square feet, 0.74 acres

The **PLE** is subject to the following terms and conditions:

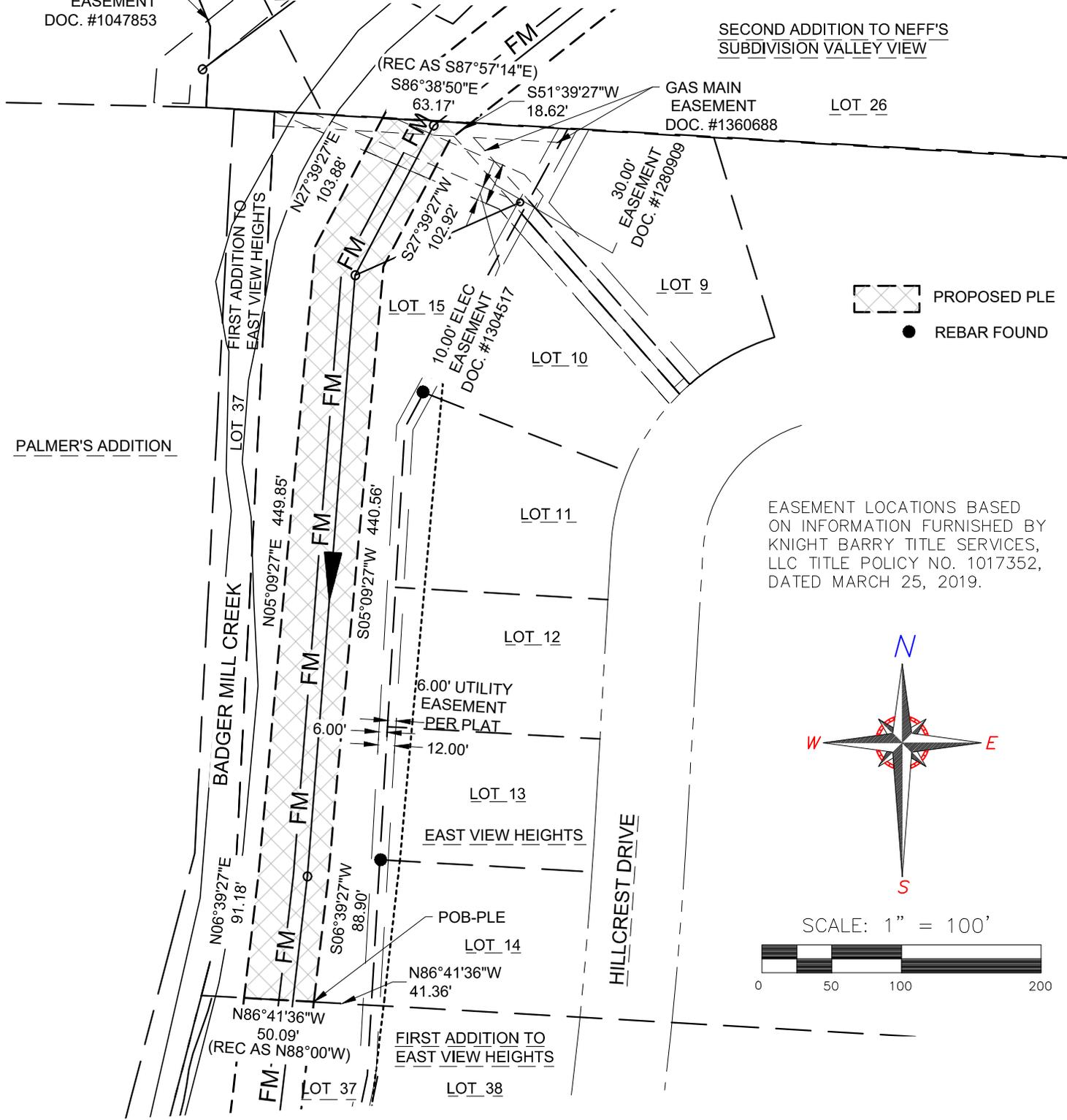
1. Grantee's employees, agents and contractors shall have the right to enter upon the PLE area for purposes of planning, design, construction, maintenance of the sewer lines and for ingress access, egress access, and access to adjoining PLE areas of the sewer lines.
2. Employees and contractors of the Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. Grantee shall repair or replace any and all fences damaged or removed during construction to a condition equal to or better than existing if present at the time of executing this easement.
4. During the construction process, all areas with the PLE area will be cleared to facilitate the construction process for the sewer(s) and any other incidental work to complete the project.
5. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the PLE area will be restored to a condition equal to, or better, than existed prior to construction.
6. After construction is completed the Grantee shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer(s). Following the completion of any such work, the Grantee at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.
7. No buildings or permanent structures be built over the sewer(s) or placed within the PLE area. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the Grantor shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from Grantee for repair or replacement of said structures. If said structures are not removed by Grantor, Grantee has the right to remove said structures and all costs shall be charged to Grantor. Permanent structures do not include roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. Grantee shall not build any structures or parking areas within the PLE area.
8. Any excess fill generated by the project on the PLE area may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and Grantee's contractor. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.
9. Following installation of the sanitary sewer(s), no permanent grade changes (additional overburden or excavation cuts) shall be placed within the PLE area without Grantee's prior first approval.
10. Following installation of the sanitary sewer(s) but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewer(s) that will also serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.
11. Grantor and Grantee shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which

EXHIBIT

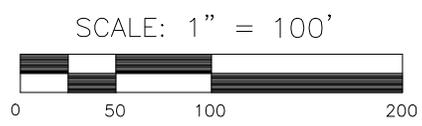
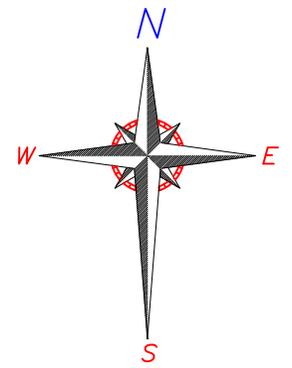
SANITARY SEWER
EASEMENT
DOC. #1047853

SECOND ADDITION TO NEFF'S
SUBDIVISION VALLEY VIEW



 PROPOSED PLE
 REBAR FOUND

EASEMENT LOCATIONS BASED
ON INFORMATION FURNISHED BY
KNIGHT BARRY TITLE SERVICES,
LLC TITLE POLICY NO. 1017352,
DATED MARCH 25, 2019.



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 29TH DAY OF JUNE 2020
DATED THIS 28TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT

Permanent Limited Easement

Part of Lot 15 of East View Heights being part of the Southeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Southeast corner of Lot 15 of East View Heights; thence North $86^{\circ}41'36''$ West along the South line of said Lot 15 a distance of 41.36 feet to the point of beginning of the lands to be described; thence continuing North $86^{\circ}41'36''$ W along said South line 50.09 feet; thence North $06^{\circ}39'27''$ East, 91.18 feet; thence North $05^{\circ}09'27''$ East, 449.85 feet; thence North $27^{\circ}39'27''$ East, 103.88 feet to the North line of Lot 15 of East View Heights; thence South $86^{\circ}38'50''$ East along said North line 63.17 feet; thence South $51^{\circ}39'27''$ West, 18.62 feet; thence South $27^{\circ}39'27''$ West, 102.92 feet; thence South $05^{\circ}09'27''$ West, 440.56 feet; thence South $06^{\circ}39'27''$ West, 88.90 feet to the point of beginning.

Containing 32,323 square feet, 0.74 acres



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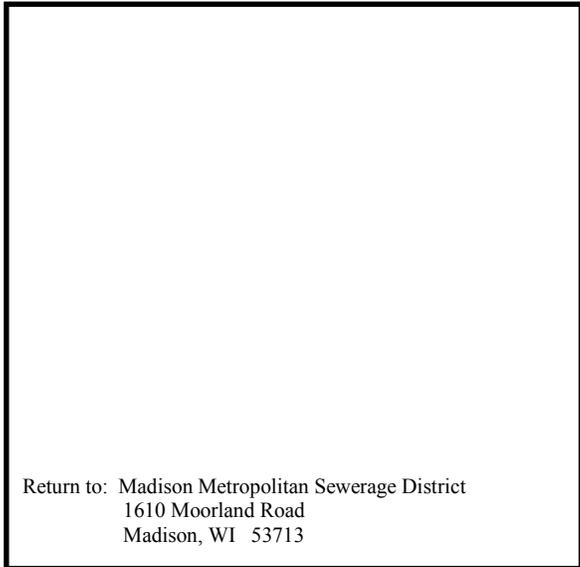
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
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501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

DATED THIS 29TH DAY OF JUNE 2020
DATED THIS 28TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

SANITARY SEWER EASEMENT

MMSD Pumping Station 17 Forcemain Relief

The City of Verona, (“Grantor”) in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain a sanitary sewer and any necessary appurtenance for the collection and transmission of residential, industrial, and other wastewater in, above, and across land located in the NW 1/4 of the NW 1/4 of Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Return to: Madison Metropolitan Sewerage District
1610 Moorland Road
Madison, WI 53713

Tax Parcel I.D. 0608-232-2216-8

Grantor hereby conveys unto Grantee a Permanent Limited Easement (PLE) on the following described lands:

Part of Lot 156 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northeasterly corner of Lot 156 of the Fourth Addition to East View Heights; thence South 49°45’13” West along the Southerly of said Lot 156 a distance of 322.33 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence South 52°14’47” East along said Westerly line 25.13 feet; thence South 51°22’30” West, 67.91 feet to the Easterly line of Lot 155 of the Fourth Addition to East View Heights; thence North 52°14’47” West along said Easterly line 23.16 feet to the Southerly line of Lot 156 of the Fourth Addition to East View Heights; thence South 49°45’13” West along said Southerly line 102.84 feet to the West line of Lot 156 of the Fourth Addition to East View Heights; thence North 00°15’08” East along said West line 39.05 feet; thence North 51°22’30” East, 448.45 feet to the Northerly line of Lot 156 of the Fourth Addition to East View Heights; thence South 88°27’47” East along said Northerly line 25.52 feet to the point of beginning

Contains 12,599 square feet, 0.29 acres

The **PLE** is subject to the following terms and conditions:

1. Grantee’s employees, agents and contractors shall have the right to enter upon the PLE area for purposes of planning, design, construction, maintenance of the sewer lines and for ingress access, egress access, and access to adjoining PLE areas of the sewer lines.

2. Employees and contractors of the Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.
3. Grantee shall repair or replace any and all fences damaged or removed during construction to a condition equal to or better than existing if present at the time of executing this easement.
4. During the construction process, all areas within the PLE area will be cleared to facilitate the construction process for the sewer(s) and any other incidental work to complete the project.
5. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the PLE area will be restored to a condition equal to, or better, than existed prior to construction.
6. After construction is completed the Grantee shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer(s). Following the completion of any such work, the Grantee at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.
7. No buildings or permanent structures be built over the sewer(s) or placed within the PLE area. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the Grantor shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from Grantee for repair or replacement of said structures. If said structures are not removed by Grantor, Grantee has the right to remove said structures and all costs shall be charged to Grantor. Permanent structures do not include roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. Grantee shall not build any structures or parking areas within the PLE area.
8. Any excess fill generated by the project on the PLE area may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and Grantee's contractor. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.
9. Following installation of the sanitary sewer(s), no permanent grade changes (additional overburden or excavation cuts) shall be placed within the PLE area without Grantee's prior first approval.
10. Following installation of the sanitary sewer(s) but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewer(s) that will also serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.

OWNER:
DANE COUNTY
UNPLATTED
LANDS

OWNER:
DANE COUNTY
UNPLATTED LANDS

EXHIBIT

 PROPOSED PLE
 REBAR FOUND

S88°27'47"E 2612.57'

N. LINE OF THE NW 1/4 OF SEC. 23-6-8

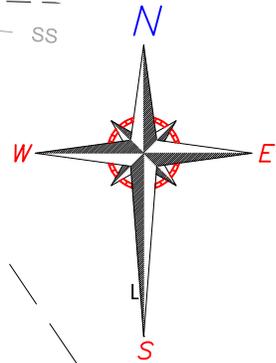
FOUND ALUM MON
NW CORNER
NW 1/4 OF
SECTION 23-6-8

OUTLOT 1

BADGER MILL CREEK
N51°22'30"E 448.45'
S49°45'13"W 322.33'
(REC AS N48°30'00"E)

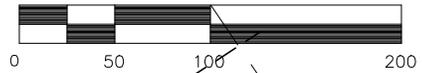
(REC AS S89°43'00"E)
S88°27'47"E
25.52'

6.00' UTILITY
EASEMENT
PER PLAT



LOT 158

SCALE: 1" = 100'



LOT 157

(REC AS N01°04'19"W)
N00°15'08"E
39.05'

(REC AS S53°30'00"E)
N52°14'47"W
23.16'

(REC AS N48°30'00"E
102.31')
S49°45'13"W
102.84'

LOT 155

ELECTRIC EASEMENT
DOC. #1627898

FOURTH ADDITION TO
EAST VIEW HEIGHTS

ARBOR VITAE PLACE

UNPLATTED LANDS
OWNER: DANE COUNTY

WEST LINE OF THE NW 1/4 OF SEC. 23-6-8

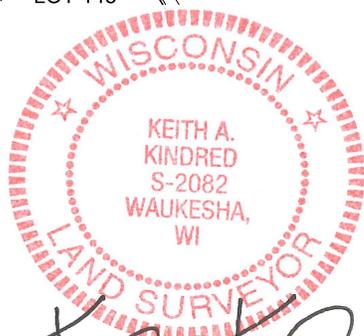
EASEMENT LOCATIONS BASED
ON INFORMATION FURNISHED BY
KNIGHT BARRY TITLE SERVICES,
LLC TITLE POLICY NO. 1017357,
DATED MARCH 26, 2019.

LOT 154

LOT 143

LOT 142

LOT 141



Keith A. Kindred

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 8TH DAY OF JULY 2020

PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT

Permanent Limited Easement

Part of Lot 156 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

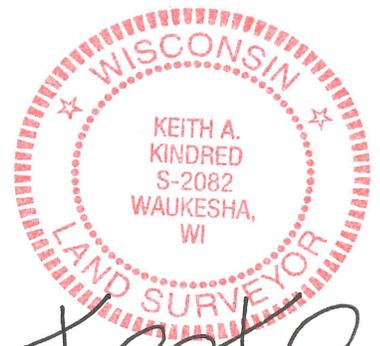
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Contains 12,599 square feet, 0.29 acres

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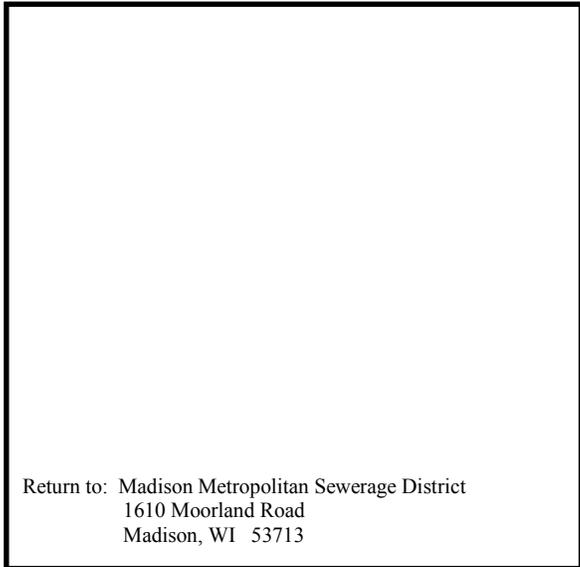


DATED THIS 8TH DAY OF JULY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

SANITARY SEWER EASEMENT

MMSD Pumping Station 17 Forcemain Relief

The City of Verona, (“Grantor”) in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain a sanitary sewer and any necessary appurtenance for the collection and transmission of residential, industrial, and other wastewater in, above, and across land located in the NE 1/4 and SE 1/4 of the NE 1/4 of Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Return to: Madison Metropolitan Sewerage District
1610 Moorland Road
Madison, WI 53713

Tax Parcel I.D. 0608-221-1207-2

Grantor hereby conveys unto Grantee a Permanent Limited Easement (PLE) on the following described lands:

Part of Lot 26, Second Addition to Neff's Subdivision Valley View being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Southeast corner of Lot 26, Second Addition to Neff's Subdivision Valley View; thence North 01 °15'27" East along the East line of said Lot 26 a distance of 521.44 feet to the point of beginning of the lands to be described; thence S50°13'15" West, 566.61 feet; thence South 51 °39'27" West, 201.77 feet to the South line of Lot 26, Second Addition to Neff's Subdivision Valley View; thence N86°41'47" West along said South line 63.47 feet; thence N27°39'27" East, 19.24 feet; thence N51 °39'27" East, 231.00 feet; thence N50°13'15" East, 609.51 feet to the East line of Lot 26, Second Addition to Neff's Subdivision Valley View; thence South 01 °15'27" West along said East line 66.29 feet to the point of beginning.

Contains 40,778 square feet, 0.94 acres

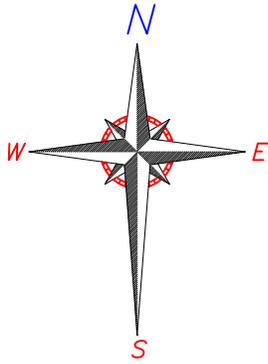
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2. Employees and contractors of the Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of

planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

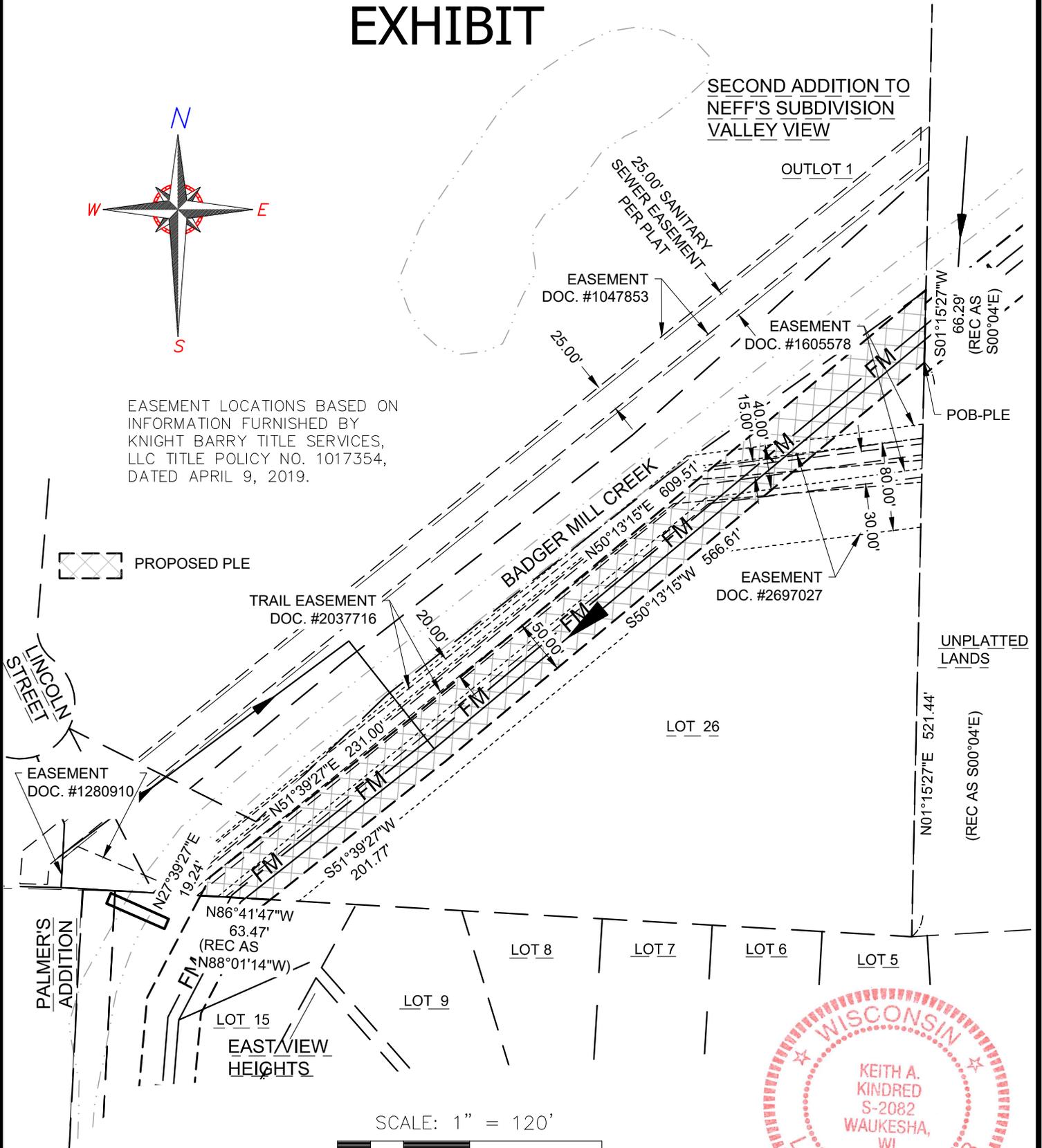
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EXHIBIT



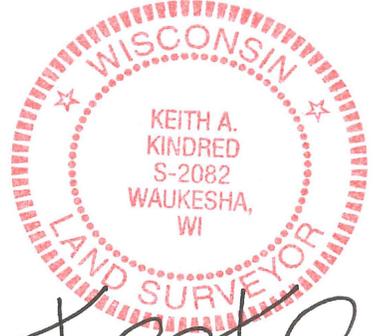
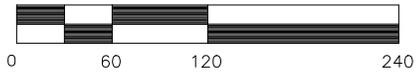
SECOND ADDITION TO NEFF'S SUBDIVISION VALLEY VIEW

EASEMENT LOCATIONS BASED ON INFORMATION FURNISHED BY KNIGHT BARRY TITLE SERVICES, LLC TITLE POLICY NO. 1017354, DATED APRIL 9, 2019.



PROPOSED PLE

SCALE: 1" = 120'



Keith A. Kindred



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

REV. THIS 1ST DAY OF OCTOBER 2020
DATED THIS 12TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT

Permanent Limited Easement

Part of Lot 26, Second Addition to Neff's Subdivision Valley View being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

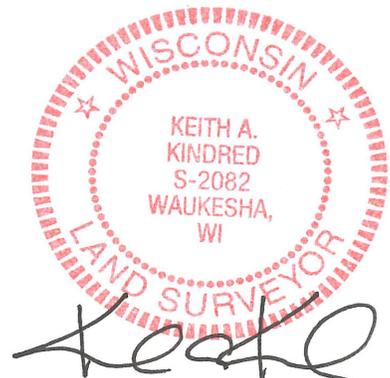
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Contains 40,778 square feet, 0.94 acres

SURVEYOR:
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SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



REV. THIS 1ST DAY OF OCTOBER 2020
DATED THIS 12TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

The City of Verona (the “City”), the Madison Metropolitan Sewerage District (“MMSD”), and Short Elliott Hendrickson, Inc. (“Consultant”) agree as follows:

1. The Agreement for Professional Services among the City, MMSD, and Consultant shall consist of:
 - a. This Addendum.
 - b. The Agreement for Professional Services.
 - c. General Conditions of the Agreement for Professional Services
 - d. Exhibit A-1 to Agreement for Professional Services.
 - e. Scope of Services.

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. – e. above, the terms of this Addendum shall control.

2. The Project is identified as the Construction Related Services for City of Verona Eastside Interceptor Replacement (City Project ID 2018-108) and the MMSD Pump Station 17 Force Main Relief – Phase 1 projects.
3. The Project Scope is identified in the Scope of Work and attached under Exhibit “A”.
4. The total Consultant’s estimated fee is subject to a not-to-exceed amount of \$54,604.00. For the City’s portion of the Project, Consultant’s estimated fee is subject to a not-to-exceed amount of \$32,762.40, including expenses and equipment. For MMSD’s portion of the Project, Consultant’s estimated fee is subject to a not-to-exceed amount of \$21,841.60, 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 Conditions of the Agreement for Professional Services, or Scope of Services, the City and MMSD 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 or MMSD terminate the Agreement or choose, for any reason, not to proceed with the Project, the City and MMSD 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 Scope of Services, the City and MMSD 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. See attached insurance certificates dated September 29, 2020 from Lockton Companies of Kansas City, MO.

SIGNATURE PAGE TO FOLLOW

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

MADISON METROPOLITAN SEWERAGE DISTRICT

By: _____
Name: D. Michael Mucha, P.E.
Title: Chief Engineer and Director, MMSD

SHORT ELLIOTT HENDRICKSON, INC.

By: _____
Name: _____
Title: _____

Agreement for Professional Services

This Agreement is effective as of October 9, 2020, between the City of Verona, the Madison Metropolitan Sewerage District (Clients) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Construction Phase Engineering Services for 2018-108 City of Verona East Side Interceptor and MMSD PS 17 Force Main Relief Phase I Project.**

Client's Authorized Representative: Theran Jacobson, PE
Address: 410 Investment Court
Verona, WI 53593
Telephone: 608.845.6695 **email:** theran.jacobson@ci.verona.wi.us

Client's Authorized Representative: Eric Hjellen, PE
Address: 1610 Moorland Road
Madison, WI 53713
Telephone: 608.222.1201 **email:** Erich@madsewer.org

Project Manager: Alan Bush, PE
Address: 809 North 8th Street, Suite 205
Sheboygan, WI 53081
Telephone: 920.287.0828 **email:** abush@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement, and to the Addendum to Agreement for Professional Services ("Addendum"). See Addendum for project scope.

Schedule: final completion of construction is specified for September 17, 2021. Completion of project record drawings by Consultant is anticipated to occur within one month thereafter.

The documents identified in the Addendum and collectively identified as the Agreement supersede all prior contemporaneous oral or written agreements and represents the entire understanding between Clients and Consultant with respect to the services to be provided by Consultant hereunder. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

See Addendum for signatures.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

1. Strike the following from the last sentence in Section I, Part D. 4 "and all termination expenses."

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). 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 Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between the City of Verona, the Madison Metropolitan Sewerage District (Clients)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 9, 2020

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
3. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
4. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
5. All taxes levied on professional services and on reimbursable expenses.
6. Other special expenses required in connection with the Project.
7. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

c:\data\work\157890.verona - madison msd crs\bush\word\20201005 exhibit a1.docx



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C No. Ext): (952) 893-1933 FAX (A/C No): (952) 893-1819	
	E-MAIL ADDRESS: 	
INSURED Short-Elliott-Hendrickson, Incorporated 3535 Vadnais Center Drive St. Paul MN 55110	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Specialty Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
		NAIC # 37885

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9966706	10/1/2020	10/1/2021	Each Claim/ \$5,000,000 Each Policy Year Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: City of Verona Eastside Interceptor Replacement (City Project ID 2018-108) and the MMSD Pump Station 17 Force Main Relief - Phase 1 projects

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

CANCELLATION

City of Verona 410 Investment Court Verona, WI 53593	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Theresa Anderson/DA <i>Theresa M. Anderson</i>
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CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)

9/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

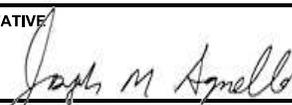
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1467605 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-5196	INSURER A: The Continental Insurance Company		35289
	INSURER B: National Fire Insurance Co of Hartford		20478
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES *** CERTIFICATE NUMBER: 16322250 REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	6079420587	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6079420699	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6079420590	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6079421254	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Verona, The Madison Metropolitan Sewerage District are Additional Insured as it relates to General Liability & Auto Liability in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds. The above coverage is primary and noncontributory where required by written contract.

CERTIFICATE HOLDER 16322250 The City of Verona, The Madison Metropolitan Sewerage District 410 Investment Court Verona, WI 53593 Verona WI 53593	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

SHORT-ELLIOTT-HENDRICKSON, INCORPORATED; 1467605



16322250
The City of Verona, The Madison
410 Investment Court Verona, WI 53593
Verona, WI 53593

To Whom It May Concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **16322250**. You must reference this Certificate ID number in order for us to complete this process.

- Email: kctsu@lockton.com**
- Subject Line: Email Address Update**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

If you would rather continue to receive printed certificates, no further action is required.

If you no longer need this certificate, please contact us at the email address above.

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies
Technical Services Unit**

City of Verona / MMSD: 2018-108 ESI and PS 17 FM Relief Phase 1 - Construction Phase Engineering Services
 SEH Proposal, Estimated Level of Effort - Cost Breakdown

	Labor Hours							Expenses/ODC's			Total	
	Bush	Hemstad	Gabbey	Mountain	Kennedy	Hochevar	Squires	PC& CADD	Printing/ Plotting	Travel		
	Project Manager	Structural	Civil	Survey	Permitting	CAD Tech	Admin				Hours	\$
Billing Rate	\$233.00	\$190.00	\$115.00	\$109.00	\$137.00	\$83.00	\$112.00	\$ 3.00				
Task 1, Project Management Support												
Prepare Project Plan / Project Instructions	4						2	\$ 18			6	\$ 1,174
Complete All Work Associated with Final Permits and Approvals	4				16		2	\$ 66			22	\$ 3,414
Subtotal, Task 1	8	0	0	0	16	0	4	\$ 84	\$ -	\$ -	28	\$ 4,588
Task 2, Construction Related Services												
Attend Preconstruction Conference	8						2	\$ 30			10	\$ 2,118
Monthly Construction Progress Meetings (12 each @ 2 hrs per each)	24						12	\$ 108			36	\$ 7,044
Review Shop Drawings												
Verona Std Spec Section 0105 - Construction Progress Schedule	2							\$ 6			2	\$ 472
Verona Std Spec Section 0105.3.4 - Sanitary Sewer and Manhole Submittals	4		8					\$ 36			12	\$ 1,888
Spec Section FM - 03 20 00 Concrete Reinforcement		4						\$ 12			4	\$ 772
Spec Section FM - 03 30 10 Cast In Place Concrete		8						\$ 24			8	\$ 1,544
Spec Section TS - 02 32 14 Vibration Monitoring		2						\$ 6			2	\$ 386
Spec Section TS - 03 61 10 Patching Mortar		2						\$ 6			2	\$ 386
Spec Section TS - 03 62 00 Nonshrink Grout		2						\$ 6			2	\$ 386
Spec Section TS - 03 63 00 Epoxy Grout		2						\$ 6			2	\$ 386
Spec Section TS - 09 96 20 Coating Systems for Sanitary Sewer Manholes	2							\$ 6			2	\$ 472
Spec Section TS - 31 50 00 Excavation Support System		2						\$ 6			2	\$ 386
Spec Section TS - 33 05 22 Pipe Jacking			2					\$ 6			2	\$ 236
Spec Section TS - 33 06 00 Horizontal Directional Drilling			2					\$ 6			2	\$ 236
Spec Section TS - 34 01 00 Trench Dam			2					\$ 6			2	\$ 236
Bid Item 1305 - Base Aggregate, Trail Fines			4					\$ 12			4	\$ 472
Bid Item 1455 - Tack Coat			2					\$ 6			2	\$ 236
Bid Item 1460 - HMA Pavement			2					\$ 6			2	\$ 236
Bid Item 1606 - Rip Rap			2					\$ 6			2	\$ 236
Bid Item 1628 - Erosion Control Mat and Turbidity Barrier			2					\$ 6			2	\$ 236
Bid Item 1630 - Seeding					8			\$ 24			8	\$ 1,120
Bid Item 1628 - Geotextiles			2					\$ 6			2	\$ 236
Bid Item 1650 - Construction Staking			8					\$ 24			8	\$ 944
Bid Item 2252 - RCP Culverts			2					\$ 6			2	\$ 236
Bid Item 4000 - Bypass Pumping & Flow Control	8							\$ 24			8	\$ 1,888
Bid Item 4209 - Crushed Stone Stabilization			2					\$ 6			2	\$ 236
Review Field QC Testing Results for City of Verona and Dane County elements	4	4	16					\$ 72			24	\$ 3,604
Consult and Advise City and MMSD Staff for Contractual Related Elements	8							\$ 24			8	\$ 1,888
Assist City and MMSD with RFI's and Technical Clarifications	8	4	16					\$ 84			28	\$ 4,548
Assist City and MMSD with Minor Variations in the Work	4	2	8					\$ 42			14	\$ 2,274
Assist City and MMSD with Change Orders	16	2	16					\$ 102			34	\$ 6,050
Prepare Record Drawings	4						32	\$ 108	\$100		36	\$ 3,796
Subtotal, Task 2	92	34	96	0	8	32	14	\$ 828	\$ 100	\$ -	276	\$ 45,184
Task 3, Survey												
Survey to Re-establish Horizontal and Vertical Control, if needed				16				\$ 48		\$141	16	\$ 1,933
Manhole As-Built Survey				24				\$ 72		\$211	24	\$ 2,899
Subtotal, Task 3	0	0	0	40	0	0	0	\$ 48	\$ -	\$ 352	40	\$ 4,832
TOTAL	100	34	96	40	24	32	18	\$ 1,032	\$ 100	\$ 352	344	\$ 54,604

EXHIBIT "A"

2018-108 City of Verona East Side Interceptor and MMSD PS 17 Force Main Relief Phase I Project

Scope of Work, Engineering Services During Construction

Project Management

1. Prepare a project plan after a notice to proceed is received from the City. The project plan will include members of the project team, and a list of anticipated submittals and their corresponding spec section number in Excel Format.

Construction Related Services

1. The Notice to Proceed to the Contractor to begin construction will be issued by the City.

2. Remotely attend the Preconstruction Conference using Go To Meeting teleconference or acceptable equivalent (the City will lead this meeting). Assist the City with preparation of the following handouts/documents related to this meeting:

- City will provide boiler plate meeting agenda from previous projects
- Project submittal requirements listing
- Manufacturer's services requirements listing
- Project transmittal forms (submittal forms, RFIs, etc.), all included in project manual. Consultant to format transmittal forms to project specific requirements.
- Prepare and distribute meeting minutes to attendees

4. Schedule, remotely attend and lead monthly construction progress meetings using Go To Meeting teleconference or acceptable equivalent. Assume 12 monthly construction progress meetings. Provide the following handouts/documents related to these meetings:

- Meeting agenda
- Submittal status log as prepared by MMSD for all elements of the project.
- RFI status log as prepared by MMSD for all elements of the project.
- Change Order status log as prepared by MMSD for all elements of the project.
- Prepare and distribute meeting minutes to attendees

5. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of test and inspections, manufacturers' operation and maintenance (O&M) manuals, and other data that the Contractor is required to submit. The City expects that the majority of the submittal process will be done

electronically. Consultant will lead the routing of the electronic submittals. The logging and tracking of electronic submittals will be led by MMSD. Consultant shall also review and evaluate the results of testing and inspections performed by sub-consultants and by testing agencies hired by the contractor related to the pipelines. City will review and evaluate the results of testing and inspections performed for all roadway related elements of the projects.

i. Consultant shall review all submittals related to City of Verona elements.

ii. Dane County shall review all submittals related to Dane County elements.

ii. MMSD shall review all submittal related to MMSD project elements. The logging and tracking of electronic submittals will be led by MMSD.

6. Consult with and advise the City and act as the City's representative as needed for any contractual related elements during construction.

7. The City will be the primary reviewer and will process all monthly pay requests.

8. Assist the City with all Requests for Information (RFI) and provide technical clarifications and interpretations of the Contract Documents. Evaluate requested deviations as required. Consultant will route the RFIs and MMSD will track the RFIs.

9. Assist the City in contract change orders. The City will serve as the primary lead for all change orders. City shall initiate changes as required. Consultant shall prepare change order supplemental engineering information, such as diagrams and drawings, and submit them to the City for inclusion with change orders as necessary.

10. Prepare electronic and hard copy record drawings including significant changes made during construction. Record drawings shall be based upon the drawings in the Contract Documents, with modifications based upon marked-up prints, drawings, and other data furnished by the City and Contractors. Provide the City with electronic record drawings in AutoCAD and Adobe Acrobat pdf formats. Provide one full size set of prints of the record drawings as hard copy.

Survey

1. The Contractor is required to provide construction staking for the project, in accordance with the special provisions.

2. Consultant shall provide field survey to verify or re-establish horizontal and vertical control, if disturbed by the Contractor's operations.

3. Consultant shall field survey as-built manhole locations and inverts of all new manholes installed.

Construction Observation

1. The City and MMSD will provide the services of a Resident Engineer for on-site observation of the work during the construction period.