

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

WEDNESDAY, AUGUST 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/94875590577>

Webinar ID: 948 7559 0577

Join the meeting via phone by dialing:

301-715-8592

Webinar ID: 948 7559 0577

Agenda Items

1. Call to order.
2. Roll call.
3. Approval of the minutes of the July 27, 2020 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding professional services agreement with AECOM for project ID 2020-109 N. Main Street water main replacement.
5. Discussion and action regarding professional services agreement with AECOM for project ID 2020-115 Verona Water System Risk and Resilience Assessments and Emergency Response Plans.
6. Discussion and action regarding professional services agreement with JT Engineering for inspection services at Sugar Creek Commons public improvement project.
7. Discussion and action regarding Resolution R-20-032 relocation order and determination of necessity related to Project ID 2018-108, Eastside Sanitary Sewer Interceptor Project.
8. Discussion and action regarding an Agreement with Dane County for Restoration of Badger Mill Creek.

9. Discussion and action regarding 2019 Sanitary Sewer Compliance Maintenance Annual Report.
10. Discussion and action regarding Whispering Coves Phase 1 proposed modifications.
11. 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, JULY 27, 2020

1. The meeting was called to order by Mr. Touchett at 5:04pm.
2. Roll Call: Present: Evan Touchett, Chad Kemp. Not present: Charlie Ryan. Also present: Theran Jacobson, Director of Public Works; Carla Fischer, City Engineer, AECOM.
Note: This was a remote meeting via Zoom, instructions on how to join were included with the posted agenda. No other remote attendees were present.
3. MOVED by Touchett, seconded by Kemp, to approve the minutes of the May 26, 2020 meeting of the Public Works/Sewer and Water Committee. Motion carried 2-0.
4. MOVED by Touchett, seconded by Kemp, to recommend approval of acquisition of easement for Parcel 1 located along Bruce Street for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement, contingent on review by City Attorney and City Administrator. Motion carried 2-0.
5. MOVED by Touchett, seconded by Kemp, to recommend approval of acquisition of easements for Parcel 4 and Parcel 9 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement, contingent on review by City Attorney and City Administrator. Motion carried 2-0.
6. MOVED by Touchett, seconded by Kemp, to recommend approval of acquisition of easements for Parcel 5 located at 714 Arbor Vitae Place, Parcel 6 located at 716 Arbor Vitae Place, Parcel 7 located at 718 Arbor Vitae Place, and Parcel 8 located at 720 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement, contingent on review by City Attorney and City Administrator. Motion carried 2-0.
7. MOVED by Touchett, seconded by Kemp, to adjourn at 5:19pm. Motion carried 2-0.

Note: These minutes were prepared by Theran Jacobson, Director of Public Works. These minutes are based on the notes of the recorder and are subject to change at a subsequent meeting.

Public Works/Sewer & Water Committee

Listed below is an explanation of the items on the Public Works Committee agenda.

Item (4) professional services agreement with AECOM for project ID 2020-109 N. Main Street water main replacement.

This agreement with AECOM is for the replacement of water main in N. Main Street adjacent to the school district property. This water main has experienced multiple breaks recently and needs replacement. The agreement includes the following services:

- Topographic survey
- Utility coordination
- Preliminary and final engineering plans
- Permitting
- Project specifications
- Option of probable construction costs
- Bidding assistance

Public Works staff is recommending that the contract with AECOM be approved.

The contract shall not exceed \$39,550.

Item (5) professional services agreement with AECOM for project ID 2020-115 Verona Water System Risk and Resilience Assessments and Emergency Response Plans.

This agreement with AECOM is for the preparation and updating of the Water Utility risk and resilience assessment and emergency response plans. On October 23, 2018 the American Water Infrastructure Act (AWIA) was signed into law which amends the Safe Drinking Water Act. The regulatory requirements from AWIA are directing the update that is due June 30, 2021 to the Environmental Protection Agency.

Public Works staff is recommending that the contract with AECOM be approved.

The contract shall not exceed \$49,300.

Item (6) professional services agreement with JT Engineering for inspection services at Sugar Creek Commons public improvement project.

This agreement is for inspection services at “Sugar Creek Commons” for the public improvements. JT Engineering is also working for the City with inspection services at the Woods at Cathedral Point and administering street opening permits for utility projects.

Public Works staff is recommending that the contract with JT Engineering be approved.

This is a pass-through cost to the developer.

The contract shall not exceed \$59,839.50 and be contingent upon legal counsel review of the contract language.

Item (7) Resolution R-20-032 relocation order and determination of necessity related to Project ID 2018-108, Eastside Sanitary Sewer Interceptor Project.

The City is working on the replacement of the eastside sanitary sewer interceptor. The project requires the City to acquire easements and easement interests from adjacent land owners. The resolution before you approves the overall easement needs, which is attached to the resolution, and allows City staff to work on acquisition of all properties within the project limits.

The resolution also confirms two important statutory steps.

- First, the resolution acts as the City's relocation order for the project.
- Second, the resolution confirms that the project is necessary and for a public purpose.

Both of these steps are required for the City to acquire the property and property interests by condemnation, if that becomes necessary.

Discussion and action regarding an Agreement with Dane County for Restoration of Badger Mill Creek

Item (8) Discussion and action regarding an Agreement with Dane County for Restoration of Badger Mill Creek.

This agreement with Dane County is for work associated with eastside interceptor project in lieu of payment for easements necessary for the eastside interceptor and future Lincoln Street storm water management facility projects.

The City will be performing clearing and grubbing and earth work elements along the eastside interceptor project while Dane County will be performing and financing in-stream improvements to Badger Mill Creek. The works elements are being included with the construction package for the eastside interceptor project.

City staff and Dane County staff have drafted the agreement. City Attorney and City Administrator have reviewed the agreement. City staff recommends the agreement be approved.

Item (9) 2019 Sanitary Sewer Compliance Maintenance Annual Report.

City staff has prepared the annual report for the maintenance activities on the sanitary sewer utility. The report shall be submitted to the Wisconsin Department of Natural Resources and needs approval from the committee. The report summarizes the following activities:

- Last rate change
- Equipment fund balance
- Future Planning (Capital improvement projects)
- Pumping station inventory
- Capacity, Management, Operation and Maintenance Program review

Item (10) Whispering Coves Phase 1 proposed modifications.

Forward Development Group approached this City about modifications to the Whispering Coves Phase 1 construction project. The modifications request is due to a value engineering analysis and reducing the Phase 1 limits of their proposed development. Please note that the Developers Agreement was approved by the Council on March 9, 2020 contingent on City Attorney review.

On Thursday May 28, 2020 City Engineer and Director of Public Works meet virtually with the development team regarding value engineering concepts. Some of the modifications proposed are as follows:

1. Reduce mass grading limits
2. Reduce the size of the phase from 56 to 30 residential lots
3. Minor changes to the sewer, water, and storm utility plans
4. Defer storm water pumping station (building and internal mechanicals)
 - a. Intake structure and force main will be constructed
5. Change the grading limits of proposed wet ponds

Staff provided feedback on the value engineering concepts and also requested updated engineering plans and storm water analysis for review. City staff and engineering have reviewed the submittals and are requesting feedback from the Committee on deferral request of storm water pumping station and overall changes to the phasing plans.

City Engineer and Director of Public Works will present the value engineering concepts and requests. Figures that were provided by Forward Development Group are included in the packet and will be presented to the Committee by City staff.

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this August 12, 2020, is by and between City of Verona, a Wisconsin Municipality, (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

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

1. SCOPE OF SERVICES

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

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** (“Deliverables”) in accordance with the schedule (“Project Schedule”).

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

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

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

TO CLIENT:

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

TO AECOM:

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

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

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

5. AECOM’S RESPONSIBILITIES

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

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

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

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

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way

related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

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

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

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

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

8. CONFIDENTIALITY

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

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

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

9. DATA RIGHTS

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

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

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

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

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise

agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

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

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including “acts of God,” abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party’s performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM’s performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer’s Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

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

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

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

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

21. DISPUTES RESOLUTION

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

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

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

23. TERMINATION

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

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

24. ASSIGNMENT

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

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

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

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

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

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

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

30. ORDER OF PRECEDENCE

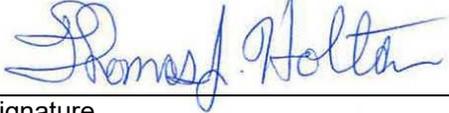
Executed Change Orders
Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
Design Engineering Services Agreement Articles 1 through 30 and 32
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

31. SPECIAL TERMS AND CONDITIONS

None

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

AECOM Technical Services, Inc.



Signature

Thomas J. Holtan, PE

Printed Name

Associate Vice President

Printed Title

August 4, 2020

Date

Address

1350 Deming Way, Suite 100
Middleton, WI 53562

CLIENT: City of Verona

Signature

Luke Diaz

Printed Name

Mayor

Printed Title

Date

Signature

Ellen Clark

Printed Name

City Clerk

Printed Title

Date

Address

111 Lincoln Street
Verona, WI 53593

)

(End of page)

EXHIBIT A

SERVICES

Services:

Project Summary:

AECOM shall design and bid the replacement of existing N. Main Street 10-inch water main from the existing 10-inch water main in the extension of the Silent Street right-of-way (R/W) to the existing 8-inch water main heading west through the Verona Area School District property. The new watermain will be relocated under the existing bike path, and existing water services will be reconnected to the new watermain. The existing watermain will be abandoned in place. The bike path will be replaced in the same location and at the same grades as it exists today.

Scope of Services:

AECOM shall perform the following engineering services:

- 1) Complete a topographic survey of the existing roadway and utilities at N. Main Street, as shown in Exhibit 1. Survey limits include approximately 860 lineal feet along N. Main Street from the existing 10-inch water main in the extension of the Silent Street right-of-way (R/W) to the existing 8-inch water main heading west through the Verona Area School District property. The proposed width of detailed survey of utilities and curb and gutter and pavement surfaces will be from 20 feet west of the western R/W of N. Main Street to the center of the N. Main St. R/W. Additional survey east of the centerline will only be conducted to the minimum needed to capture curb and gutter alignment changes. Measure downs of existing water valves and storm inlets will only be conducted within the detailed survey limits. Contact Digger's Hotline prior to survey. Property irons to be surveyed if found.
- 2) Contact and coordinate with private and public utilities and supply them with necessary information concerning the project. There will be one utility coordination meeting (to be hosted via video conference). Plans and schedule will be sent to utilities so that so they can complete any necessary adjustments and/or relocations of their facilities prior to construction. We anticipate coordination will be required with the following:
 - a) Client (Existing water main and storm sewer)
 - b) MG&E (Gas)
 - c) Alliant Energy (Electric)
 - d) Charter Communications
 - e) TDS
- 3) Prepare a 60% and final design of the project for review and approval by the Client. Final plans will include the following:
 - a) Cover Sheet (1)
 - b) General Notes (1)
 - c) Plan and Profile Sheets (2)
 - d) Construction Staging / Traffic control plans (1)
 - e) Curb Ramp Plans & Details (2)
 - f) Construction Details (It is assumed that City details will primarily be used, with up to 1 sheet of additional details anticipated.)
- 4) Prepare necessary permits for the project. We anticipate preparing the following permit applications for the project:

- a) Wisconsin Department of Natural Resources (WDNR) Watermain Construction Permit
 - b) City of Verona Erosion Control Permit
- 5) Prepare Special Provisions and contract documents. Special provisions will reference City of Verona standard specifications, supplemented with Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin 6th Edition and Wisconsin Department of Transportation 2020 Standard Specifications if needed.
 - 6) Prepare an opinion of probable construction cost based on the 60% and final design.
 - 7) Meet with the Client to review and approve the 60% and final construction drawings and specifications. Attend up to three project meetings with the Client. Meetings may be held via video conference.
 - 8) Prepare an invitation to bid and coordinate publishing of this document through the Client. The project will be bid using QUESTCDN.com. Prepare up to one (1) Addendum. AECOM will attend the bid opening, review bids received, and prepare a bid tabulation and recommendation of award letter. Bid opening may be attended remotely via video conference.

Project Specific Assumptions/Conditions:

- 1) Proposed water main will be 10-inch, and water system modeling is not required. Proposed hydrant replacements will be in the same general location as existing hydrants.
- 2) It is assumed that the existing path is within the N. Main St. R/W based on conversations with CLIENT and that no temporary or permanent easements will be necessary. If easements are needed, these can be added as an amendment to the scope and fee or prepared separately by CLIENT.
- 3) No special landscaping items are part of this scope such as trees, planters, etc. Standard erosion control and restoration will be provided.
- 4) Soil borings will not be required.
- 5) Soil contamination is not expected to be encountered.
- 6) Wetlands and wetland permits are not anticipated.
- 7) A Dane County Right of Way Permit application is not anticipated. If needed, this can be added as an amendment to the scope and fee or prepared separately by CLIENT.
- 8) Permit application fees are not included. These are expected to be paid by the CLIENT.
- 9) Disturbance of N. Main Street is only anticipated at the south tie-in and the north abandonment location for the project.
- 10) Landowner coordination to be handled by the CLIENT.
- 11) No archeological or historical screenings are included in the scope. If either of these are determined necessary during the project, an amendment can be made to the scope and fee or the CLIENT can contract separately for these services by a third party.
- 12) Only the specific SERVICES identified under Scope are included in this Agreement. If other SERVICES are required, AECOM will provide the additional SERVICES to CLIENT after receiving written authorization from CLIENT to modify the compensation and scope of SERVICES stated in this Agreement.

Schedule:

Topographic Survey – September 2020
Commence design – September 2020
60% design submittal – November 2020
Final PSE – December 2020
Bid Opening – January 2021
Recommendation of Award – February 2021

Deliverables:

1 digital copy of the 60% Plans and Estimate
1 digital copy of the Final Plans, Specifications, and Estimate
1 digital copy of WDNR permits application for Watermain Construction
1 digital copy of City of Verona Erosion Control Permit

AECOM Project Manager

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

Client Project Manager

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

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Choose one of the following types of compensation by marking the applicable "[]":

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 39,550). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

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

Other: *Insert other type of compensation if that type is not listed above. Any additional types of compensation require Contract Reviewer/Analyst's approval.*

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

2.1 HOURLY LABOR RATE SCHEDULE

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

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

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

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

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

6 PAYMENT

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

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

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

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

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

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

6.6.1 AECOM LOCKBOX:

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

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

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

6.6.3 WIRE TRANSFER:

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

6.6.4 Questions related to payment can be sent to:

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

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ___ 20___ between _____ (“Client”), and _____, a _____ corporation, (“AECOM”), this Change Order, with an effective date of _____, 20___ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

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

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4. Change in CONSULTANT’s Compensation:

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

- No change to Compensation
- Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of \$_____. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ _____

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** Cost \$ _____ and Fee \$ _____

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

5. Project Impact:

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

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

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

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

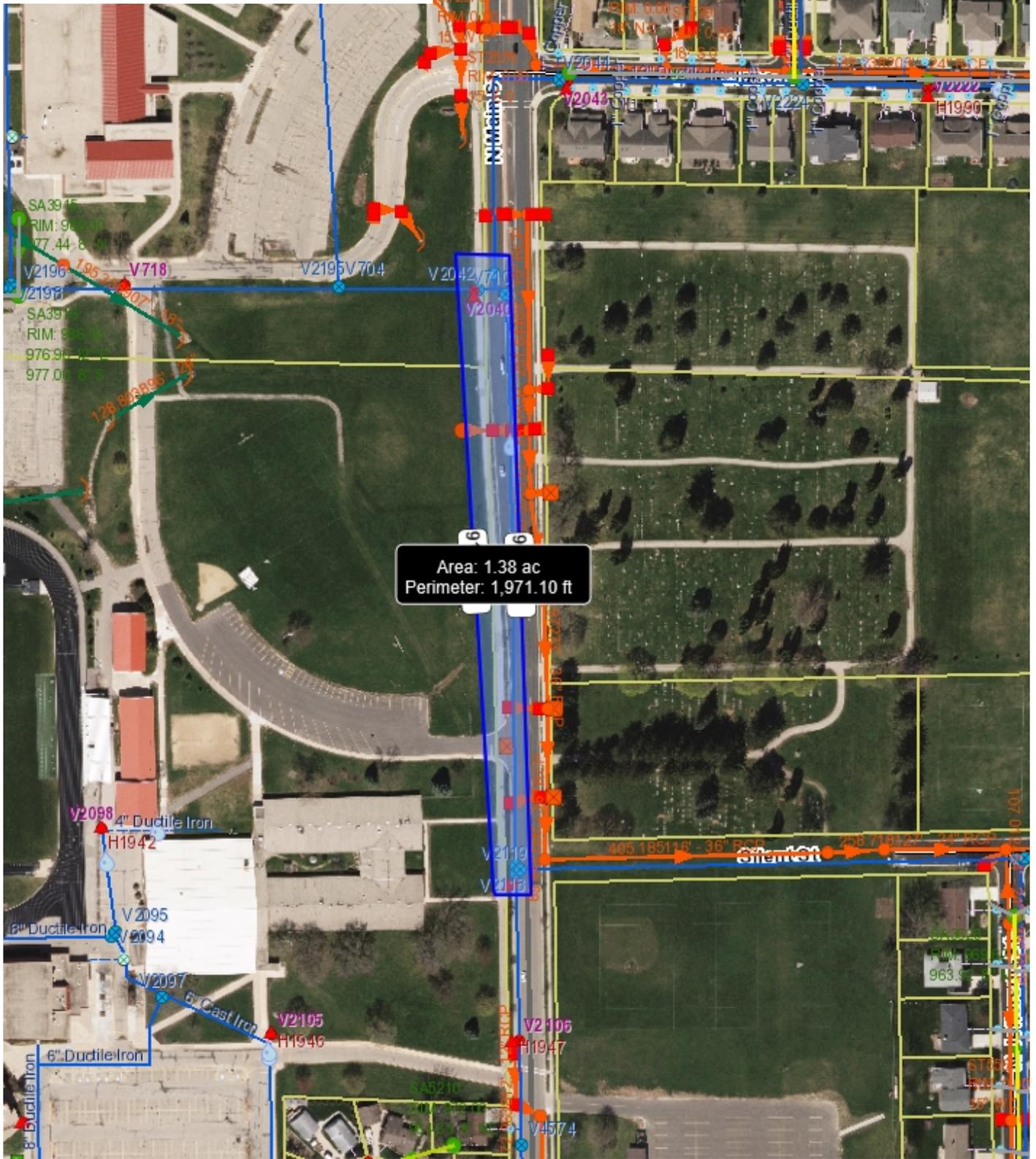
Date

Address

Address

[End of Agreement]

Exhibit 1 - Survey Limits



Area: 1.38 ac
Perimeter: 1,971.10 ft

City of Verona GIS

N. Main Street Water Main Detailed Survey Limits

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.



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

SCALE: 1" = 200'

Print Date: 5/14/2020

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this July 30, 2020, is by and between City of Verona, a Wisconsin Municipality, (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

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

1. SCOPE OF SERVICES

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

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** (“Deliverables”) in accordance with the schedule (“Project Schedule”).

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

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

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

TO CLIENT:

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

TO AECOM:

200 Indiana Ave
Stevens Point WI 54481
Attn: Angel Gebeau, Project Manager

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

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

5. AECOM'S RESPONSIBILITIES

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

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

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

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

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

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

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

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

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

8. CONFIDENTIALITY

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

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

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

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models,

software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

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

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

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after

delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

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

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, riots, strikes, lockouts or

other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

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

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

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

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE

DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTES RESOLUTION

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

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

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

23. TERMINATION

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

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

24. ASSIGNMENT

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

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

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

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

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

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

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

30. ORDER OF PRECEDENCE

Executed Change Orders
Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
Design Engineering Services Agreement Articles 1 through 30 and 32
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

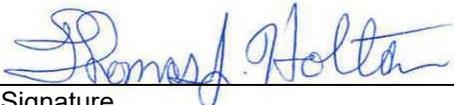
31. SPECIAL TERMS AND CONDITIONS

None

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

AECOM Technical Services, Inc.

CLIENT: City of Verona



Signature

Signature

Thomas J. Holtan, PE

Printed Name

Luke Diaz

Printed Name

Associate Vice President

Printed Title

Mayor

Printed Title

Printed Title

July 30, 2020

Date

Date

Date

Date

Address
1350 Deming Way, Suite 100
Middleton, WI 53562

Signature

Ellen Clark

Printed Name

Printed Name

City Clerk

Printed Title

Printed Title

Date

Address
111 Lincoln Street
Verona, WI 53593

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EXHIBIT A

SERVICES

Services:

Project Background

On October 23, 2018, the president signed into law the American Water Infrastructure Act (AWIA) which amends the Safe Drinking Water Act (SDWA). AWIA is Public Law 115-270. The AWIA includes revisions for Community Water System (CWS) risk and resilience. Section 1433 of the Safe Drinking Water Act (SDWA) titled - Community Water System Risk and Resilience was amended by the AWIA. The regulatory requirements from AWIA include:

1. Update Risk and Resilience Assessments (RRA)
2. Update Emergency Response Plans (ERP)
3. Submit a Certification Letter to EPA for each
4. Review, update, and record updates at a minimum every 5 years after the initial certified updates.

The City of Verona's Water Utility will need to have an RRA certified by June 30, 2021 and prepare an ERP that incorporates the findings of the RRA within 6 months of certifying the RRA. The City has requested assistance from AECOM to prepare an RRA and ERP updates meeting the requirements of AWIA.

EPA is required to accept RRA documents completed using industry standard practices. Therefore, AECOM has provided an approach that generally follows the AWWA J100 standard. Another benefit to following the AWWA J100 standard is the standard has been "Designated" approved to meet Safety Act requirements. Use of "Designated Safety Act" standards reduces the potential liability and legal action against a water system after an adverse event.

The proposed RRA would follow the AWWA J100 Methodology which includes:

1. Asset Characterization - identify critical assets
2. Threat Characterization - select appropriate threats and hazards
3. Consequence Analysis - determine consequences for each threat-asset (T-A) pair
4. Vulnerability Analysis - estimate effectiveness of existing mitigation measures
5. Threat Likelihood Analysis - determine threat likelihood
6. Risk/Resilience Analysis - determine baseline risk and resilience
7. Risk/Resilience Management - Apply mitigation measures and re-evaluate risk and resilience

The AWIA updates to Section 1433 regarding the Emergency Response Plan (ERP) include:

1. Linking the RRA results for physical security and cybersecurity in the ERP.
2. Plans and equipment in events of malevolent act or natural hazard that threaten the ability to deliver safe water.
3. Development of alternative water source options as detailed in AWIA.
4. Strategies to aid in detection of malevolent acts or natural hazards.
5. Coordination with existing local emergency planning committees.

ERPs are recommended to follow 7 AWWA standard G440 major principles:

1. Preparedness
2. Resilience
3. All-hazards approach
4. Scalability
5. Regular updates
6. Stakeholder engagement
7. Staff preparation

The ERP is a document that will require ongoing review and updates. As such, this document is never completed, but is updated and revised to meet the City's needs.

Project Scope

Task 1 - RRA Kickoff Meeting

AECOM will setup a **conference call** kickoff meeting with the utility leadership to discuss the RRA compliance. The proposed attendees at the workshops and a proposed schedule of workshops will be provided.

For this meeting, AECOM will provide meeting minutes to document the discussion and the next steps.

Task 2 - RRA Workshops

- a. AECOM will facilitate up to three (3) **in person** workshops with the utility to complete the RRA updates to meet certification deadlines.
- b. AECOM will provide resources and working documents to assist with the utility review of Threat-Asset (T-A) pairs at Workshop 1. The existing critical asset list and historic design basis threat information will assist with this effort.
- c. AECOM will prepare documents to track consequence details relating to T-A pairs in Consequence Workshop 2.
- d. AECOM will assist in documentation of the Mitigation Strategies and Capital Improvements at Workshop 3.
- e. AECOM will provide meeting minutes from the workshops.

As the timing for the workshops is variable, AECOM has provided a time and materials price so that the utility can control the cost outcome for the RRA work and the level of support desired from AECOM.

Task 3 - Spreadsheet Documentation

- a. AECOM will compile data from the workshops into spreadsheets and submit the findings to the team for review at the subsequent workshop.
- b. AECOM will enter up to 25 assets for review. It is noted that threats with minimal likelihood will be removed to focus on the highest risk threat-asset pairs.

Task 4 - Report Generation

- a. AECOM will complete a report to summarize the RRA and provide additional documentation for future RRA efforts.
- b. AECOM will provide conceptual level cost estimates for up to 10 capital improvement items to be used in the final capital improvement plan.
- c. The draft report will be reviewed throughout the RRA process. A final report review meeting will be held via conference call.

Task 5 – Security Site Review

- a. AECOM will follow the utility escort to each asset location and provide a security analysis including noting detection methods, delays to access, and response hindrances. This assumes one full day at the asset locations and followup documentation activities.

Task 6 – Emergency Response Plan (ERP)

- a. AECOM will complete an ERP gap analysis including the highest risk elements from the RRA. The ERP gap analysis will also include any updates needed to meet AWIA and AWWA G440 standards.
- b. AECOM will meet with the utility (one meeting via videoconference) to discuss the ERP gap analysis and the agenda for the ERP workshop meeting.
- c. AECOM will provide a contamination response protocol based on EPA contamination tool for the City to review and incorporate into their ERP to address this high risk item.
- d. AECOM and City staff will hold one (1) **in person** workshop via videoconference anticipated to last up to eight (8) hours long. At a minimum, the workshop will:
 - i. Coordinate a Hazard-Specific plan response related to the highest T-A pair,
 - ii. Create a framework for alternative water supply in an emergency,

- iii. Update backup power plans,
- iv. Add cyber security emergency plans by others into the ERP document by reference,
- v. Discuss lessons learned from historic emergencies such as excessive freezing services or flooding to capture in the ERP.

One meeting and one workshop will be held for the ERP updates **as detailed above**.

The number of ERP items updated in the workshop is variable and AECOM will develop the workshop agenda to prioritize items of key importance to meet the AWIA requirements and allow the City to finalize items outside the workshop as needed. The production and distribution of the revised ERP is the responsibility of the City.

Assumptions and Conditions:

The scope and budget for this project were developed based on the following assumptions and conditions:

1. Up to 2 AECOM staff to attend workshops, meetings, and the security site reviews.
2. The client will:
 - a. Invite all individuals to each workshop as deemed necessary by the RRA team.
 - b. Complete financial and operational URI forms.
 - c. Provide qualified staff at workshops to provide input to the RRA process.
 - d. Review documents and provide confirmation or updates in a timely manner.
 - e. Provide access to available information as needed to complete the RRA.
 - f. Provide an escort to staff completing the site assessments.
3. The city will provide the existing ERP at least 2 weeks in advance of the ERP gap review meeting.
4. The Kickoff Meeting and ERP gap review meeting will be videoconferences with shared screen and review of common documents.

Schedule:

AECOM will complete all meeting minutes within 10 business days of each respective meeting/workshop. The Kickoff meeting is anticipated to be held within 2 weeks of AECOM receiving the final signed contract. Meeting times are anticipated to be set at the kickoff meeting.
All RRA work to be completed prior to or in December 2020 – in advance of the June 30, 2021 AWIA RRA deadline.
All ERP work to be completed in advance of the December 30, 2021 ERP deadline.

Deliverables:

Meeting agendas and minutes
RRA Spreadsheet updates with entries following workshop findings
Report summarizing RRA review and proposed capital improvements
Draft and Final RRA report
List of ERP updates required to meet AWIA criteria
Example contamination response plan
Working documents from ERP workshop

AECOM Project Manager

Name	Angel Gebeau
Title	Project Manager
Address	200 Indiana Ave; Stevens Point WI 54481
Phone Number	715-342-3023
Email Address	Angel.gebeau@aecom.com

Client Project Manager

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

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EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[] Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Choose one of the following types of compensation by marking the applicable "[]":

[] Time & Material - See Section 2.1 for Hourly Labor Rates

[X] Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ **49,300**). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

[] Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

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

[] Other: *Insert other type of compensation if that type is not listed above. Any additional types of compensation require Contract Reviewer/Analyst's approval.*

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

2.1 HOURLY LABOR RATE SCHEDULE

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

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

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

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

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

6 PAYMENT

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

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

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

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

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

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

6.6.1 AECOM LOCKBOX:

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

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

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

6.6.3 WIRE TRANSFER:

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

6.6.4 Questions related to payment can be sent to:

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

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ___ 20___ between _____ (“Client”), and _____, a _____ corporation, (“AECOM”), this Change Order, with an effective date of _____, 20___ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

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

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4. Change in CONSULTANT’s Compensation:

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

- No change to Compensation
- Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of \$ _____. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ _____

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** Cost \$ _____ and Fee \$ _____

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

5. Project Impact:

--

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

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

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

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]

**CONTRACT AGREEMENT
BETWEEN
JT ENGINEERING, INC.
AND
THE CITY OF VERONA**

This Contract Agreement is made and entered into this 4th day of August 2020 by and between THE CITY OF VERONA, hereinafter referred to as the CITY, and JT Engineering, Inc. 6325 Odana Road, Suite 2, Madison, Wisconsin 53719, hereinafter referred to as the CONSULTANT.

The CONSULTANT acknowledges by endorsement of this Contract Agreement that:

- (a) CONSULTANT has the expertise and has a thorough knowledge of the professional services required to complete the proposed work and is qualified to render such professional services
- (b) CONSULTANT shall comply with all applicable laws, regulations, and orders in the performance of the work
- (c) the work shall be performed in a manner consistent with that level of care, quality and skill ordinarily exercised by others performing similar work under similar circumstances.

The parties agree as follows:

CONSULTANT shall furnish Construction Inspection Services to the CITY for the Project as described below.

CONSULTANT shall furnish the Basic Services as outlined in the attached Scope of Services if contract is executed by September 1, 2020 and shall be completed by May 1, 2021.

For all Basic Services, the CITY agrees to compensate CONSULTANT as follows:

Specific hourly rates, including equipment needed to complete the work and mileage, to be used for hours in which the CONSULTANT's employees are directly engaged in performing the work or services required by this contract:

Employee Classification	Hourly Rate
Project Engineer	\$91.00 ⁽¹⁾
Project Manager	\$115.50

- (1) Rate includes dedicated GPS unit for use on project.

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$59,839.50 based on the estimated working schedule attached.

Section I – BASIC SERVICES

1.1 Basic Services

The Basic Services to be performed under this Contract include construction inspection services as identified in the attached scope of services commentary.

Section II – RESPONSIBILITIES

2.1 CITY's Responsibilities

- 2.1.1** Assist and cooperate with the CONSULTANT in completing the work in a timely and effective manner.
- 2.1.2** Make available to the CONSULTANT drawings, specifications and data which the CONSULTANT considers pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
- 2.1.3** Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope, timing, or performance of services of the CONSULTANT.

Section III – TIME SCHEDULE

3.1 Authorization

Unless otherwise directed by the CITY, the CONSULTANT shall commence the performance of the Basic Services upon execution of this Contract by both parties which shall constitute Authorization to Proceed.

3.2 Expeditious Performance

The CONSULTANT recognizes that the services under this Contract are to be performed as expeditiously as practical after Authorization to Proceed. Every reasonable effort will be made to substantially complete the Basic Services within the period described above.

Section IV – INVOICES AND PAYMENT

4.1 Invoices

Invoices shall be submitted once a month or upon completion of services, whichever occurs earlier, for services provided under Section 1.

4.2 Payment

4.2.1 The CITY shall pay the CONSULTANT based on the monthly invoices, with total payment not to exceed the total contract amount.

4.2.2 It is expressly understood and agreed by both parties that the CONSULTANT will be paid by the CITY within 30 days after receipt of the invoice provided by the CONSULTANT. The CITY agrees to process the CONSULTANTS invoices promptly.

Section V – CHANGES

5.1 Written Authorization

THE CITY or CONSULTANT may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Subcontract.

5.2 Equitable Adjustment

If such changes cause an increase or decrease in the CONSULTANTS cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made, and this Contract shall be modified in writing accordingly.

Section VI – DISPUTES

6.1 Resolution Procedure

Except as this Contract otherwise provides, in all claims, counter-claims, disputes, and other matters in question (**Dispute**) between the CITY and CONSULTANT arising out of or relating to this Contract or the breach of it, the CITY and CONSULTANT will negotiate a resolution of the Dispute at a reasonable time and location set by the CITY and CONSULTANT. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Mediation shall be conducted in Dane County, WI, unless the CITY and CONSULTANT agree to another location. CONSULTANT and the CITY agree that those disputes not settled by mediation will be decided by binding arbitration, unless the CITY or CONSULTANT elect to have said Dispute resolved in a court of competent jurisdiction.

6.1.1 Negotiation Following written notice of a Dispute, two (2) face-to-face meetings (or less if the Dispute is resolved) shall be held.

6.1.2 Mediation If negotiation is unsuccessful, a mutually acceptable third party (**Facilitator**) having expertise in the subject of the dispute shall be engaged to mediate the Dispute. Should the CITY and CONSULTANT be unable to reach agreement on a Facilitator, either party may request a Circuit Judge Dane Co., WI to appoint said Facilitator. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, one (1) face-to-face meeting shall be held within the sixty (60) day period beginning on the date of the Facilitator's engagement.

Following the meeting, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point, the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended or otherwise unsuccessful in the resolution of said Dispute, the Dispute shall be resolved by binding arbitration upon the request of either party or in the alternative, by judicial adjudication.

6.1.3 Arbitration If the dispute is arbitrated, (a) the arbitration shall be decided in accordance with the current construction Industry Arbitration Rules of the American Arbitration Association; (b) the demand for arbitration may not be made more than one (1) year after the date on which the claim in dispute arose; and (c) the arbitration proceeding may not include, by consolidation or otherwise, any third person. Any decision rendered by the arbitrator(s) shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

Section VII – SUSPENSION OF WORK

7.1 Convenience of the CITY

The CITY may order CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANTS services for such period of time as the CITY may determine to be appropriate for the convenience of the CITY.

7.2 Adjustment in Schedule

If the performance of all or any part of the CONSULTANTS services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CITY, an appropriate extension of time shall be made for any such delay in the performance of this Contract necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

Section VIII – TERMINATION OF CONTRACT

8.1 Written Notice

It is expressly understood and agreed that the CITY may terminate this Contract at any time by giving the CONSULTANT 10 days written notice in writing either personally at one of the offices of the CONSULTANT or sent by registered mail, return receipt requested, to the principal office of the CONSULTANT. The CONSULTANT may terminate this Contract upon 30 days written notice in the event of nonpayment by the CITY of CONSULTANTS' invoices rendered for a period of 60 days or in the event the CITY otherwise substantially fails to fulfill its obligations under this Contract.

8.2 Adjustment for Services Performed

In the event that this Contract is terminated by either the CITY or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due.

Section IX – INSURANCE

9.1 Coverage

Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Contract at its own expense the insurance with insurance companies licensed in the State where the project is located.

9.2 Minimum Coverage

The minimum required coverage is the following:

9.2.1 Worker's Compensation and Employer's Liability Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State of Wisconsin.

9.2.2 General Liability Commercial general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability on an occurrence basis as set forth below:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000

9.2.3 Professional Liability Liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

Section X – GENERAL PROVISIONS

10.1 Independent

CONSULTANT represents that it is an independent contractor and is not an employee of the CITY.

10.2 Indemnification

CITY hereby agrees to indemnify, pay for defense, and hold CONSULTANT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of the CITY, its employees, agents and third parties who perform any of the services of CITY hereunder, and anyone else for whose acts the CITY is responsible under this contract.

CONSULTANT hereby agrees to indemnify, pay for defense, and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of CONSULTANT, its employees, agents and third parties who perform any of the services of CONSULTANT hereunder, and anyone else for whose acts CONSULTANT is responsible under this contract.

10.3 Interpretation

Interpretation and enforcement of this Contract shall be in accordance with the laws of the State of Wisconsin.

10.4 Notices

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Contract. An address may only be changed by written notice.

10.5 Applicable Law

If applicable to this Contract, CONSULTANT will comply with the requirements of:

10.5.1 The Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended.

10.5.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

10.5.3 All other federal, state and local laws and regulations or orders issued under such laws.

10.6 Entire Agreement

This Contract, including any schedules, attachments and referenced documents, is the entire agreement between the CITY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the CITY and CONSULTANT.

10.7 Execution Authority

This Contract is a valid and authorized undertaking of the CITY and CONSULTANT. The representatives of the CITY and CONSULTANT who have signed below have been authorized to do so. IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year shown on the cover page.

JT Engineering, Inc.
6325 Odana Road, Suite 2
Madison, WI 53719

City of Verona
111 Lincoln Street
Verona, WI 53593

By: 

Doug Sina, PE
Executive Vice President

By: _____
Luke Diaz, Mayor

Date: 8/4/2020

Date _____

By: _____

By: _____
Ellen Clark, City Clerk

Date: _____

Date _____

SCOPE OF SERVICES COMMENTARY

PROJECT: Sugar Creek Commons
CITY OF VERONA, DANE COUNTY

GENERAL – This is a subdivision development project that will include earthwork, aggregate base course, installation of sanitary sewer, water main, and storm sewer utilities, ancillary concrete, and HMA paving. The expected scope of the construction work is assumed to generally follow the plans prepared by JSD Professional Services, Inc.

For the estimate of construction engineering costs, the scope is as follows:

- A. Inspection – Construction oversight and inspection to verify that the construction complies with the plans and specifications. Inspection staff will provide a daily report to the City documenting details about the work that was completed. Inspector’s daily reports will be filed on Microsoft Teams and shared with the City. Full-time inspection based on a 5-day work week (Monday – Friday) is anticipated as attached in the Estimated Construction Inspection Schedule.
- B. Survey – Verification survey for use in as-built drawings and for the City’s Geographic Information System. No project staking by JT staff is included, as this is the responsibility of others. JT will supply a dedicated GPS unit for data collection of underground utilities and as directed by the City.
- C. Project Records – The following project records will be completed and submitted to the City of Verona at the conclusion of the project:
 - 1. As-built plan set depicting the actual construction of the project and any significant plan changes
 - 2. Review of shop drawings
 - 3. Materials records and documentation submittals from the contractor
 - 4. Project diaries including project photos

**CITY OF VERONA
RESOLUTION NO. R-20-032**

**RELOCATION ORDER AND DETERMINATION OF NECESSITY
FOR EASTSIDE SANITARY SEWER INTERCEPTOR PROJECT**

Recitals

- A. This resolution shall constitute a Relocation Order pursuant to Wis. Stat. § 32.05(1) for the public improvement project described herein, and shall also constitute a determination of necessity for the project pursuant to Wis. Stat. § 32.07(2).
- B. The City of Verona hereby declares that it is necessary and a public purpose to lay out, relocate, improve, and/or replace the City of Verona Eastside Sanitary Sewer Interceptor replacement and the Madison Metropolitan Sewerage District Pumping Station 17 Force Main Relief (the “ESI Project”) as shown on and described in the project overview attached hereto and incorporated herein as Attachment A.
- C. Pursuant to Wis. Stat. § 32.05(1)(a), Attachment A contains a map or maps showing the old and new locations of the ESI Project and showing the lands and interests required for the ESI Project.
- D. It is necessary and for a public purpose for the City of Verona to acquire fee title and/or easements to the property shown on and described in Attachment A for the ESI Project.

Resolution

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Verona, Dane County, Wisconsin, do resolve as follows:

- 1. Pursuant to authority granted under the Wisconsin Statutes, including Wis. Stat. §§ 62.22 and 32.05, the Common Council approves and adopts this Relocation Order and Determination of Necessity, including Attachment A.
- 2. The ESI Project shall be laid out and established in the corridor as shown on Attachment A.
- 3. The City Administrator, City Public Works Director, City Attorney, and such others as designated by the City Administrator and City Public Works Director are authorized and directed to pursue acquisition of the property interests shown on

and described in Attachment A by condemnation in accordance with Chapter 32 of the Wisconsin Statutes, if necessary.

4. The City Clerk is directed to file a copy of this Relocation Order within 20 days with the Dane County Clerk.
5. This Relocation Order and Determination Necessity supersede and amend any previous orders, if any, issued by the City of Verona for the ESI Project.
6. The representations and recitations set forth in Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.

The above and foregoing Relocation Order was adopted at a meeting of the City of Verona Common Council on August 12, 2020.

By: _____
Luke Diaz, Mayor

ATTEST:

By: _____
Ellen Clark, City Clerk

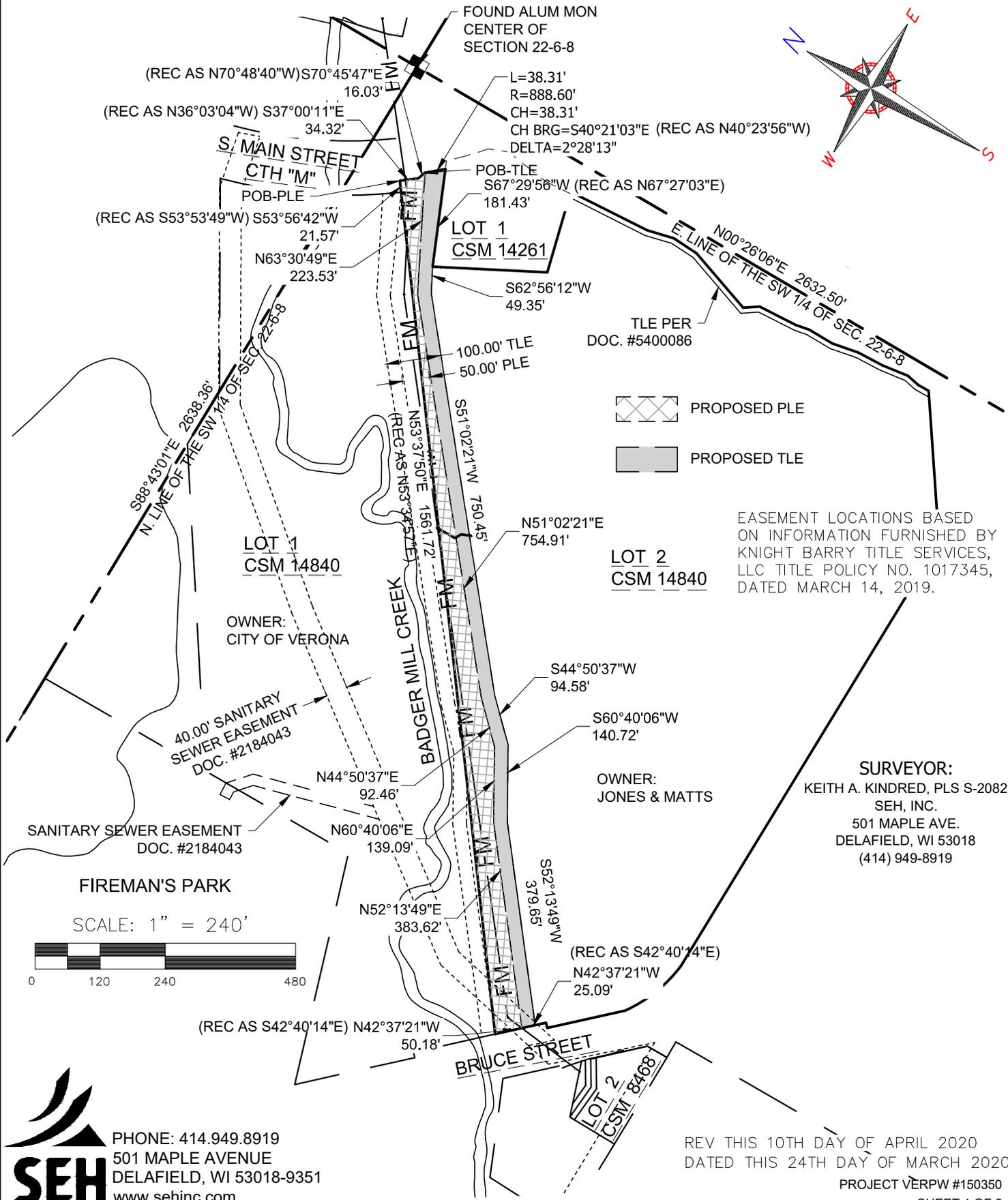
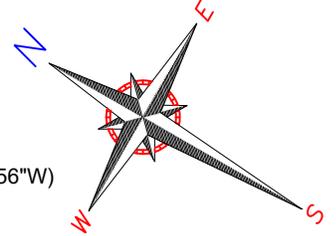
Attachment A – ESI Project Lands of Interest

ATTACHMENT A
ESI PROJECT LANDS OF INTEREST
18 PAGES ATTACHED

EXHIBIT

R-20-032
Attachment A Sheet 1 of 18

PART OF LOT 2 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. 1017345, DATED MARCH 14, 2019.

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

REV THIS 10TH DAY OF APRIL 2020
DATED THIS 24TH DAY OF MARCH 2020
PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT

R-20-032
Attachment A Sheet 2 of 18

PART OF LOT 2 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 2 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;

Beginning at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH "M";

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet;

thence South 63°30'49" West, 223.53 feet; thence South 51°02'21" West, 754.91 feet; thence South 44°50'37" West, 92.46 feet; thence South 60°40'06" West, 139.09 feet; thence South 52°13'49" West, 383.62 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North 42°37'21" West along said Northeasterly line, 50.18 feet to the Northwesterly corner of said Lot 2; thence North 53°37'50" East along the Northeasterly line of said Lot 2 a distance of 1,561.72 feet; thence North 53°56'42" East along the Northeasterly line of said Lot 2 a distance of 21.57 feet to the point of beginning.

Containing 54,623 square feet, 1.24 acres

Temporary Limited Easement

Part of Lot 2 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 the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH "M",

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet to the point of beginning;

Thence Southeasterly 38.31 feet along the Northerly of Lot 2 of Certified Survey Map No. 14840 and the Southerly line of Main Street, CTH "M" and the arc of a curve to the left, whose radius is 888.60 feet, and whose chord bears South 40°21'03" East, 38.31 feet to the Northerly line of Lot 1 of Certified Survey Map No. 14261; thence South 67°29'56" West along said Northerly line, 181.43 feet, thence South 62°56'12" West, 49.35 feet; thence South 51°02'21" West, 750.45 feet; thence South 44°50'37" West, 94.58 feet; thence South 60°40'06" West, 140.72 feet; thence South 52°13'49" West, 379.65 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North 42°37'21" West, along said Westerly line 25.09 feet; thence North 52°13'49" East, 383.62 feet; Thence North 60°40'06" East, 139.09 feet; North 44°50'37" East, 92.46 feet; thence North 51°02'21" East, 754.91 feet; thence North 63°30'49" East, 223.53 feet to the point of beginning.

Containing 40,863 square feet, 0.94 acres



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

REV THIS 10TH DAY OF APRIL 2020
DATED THIS 24TH DAY OF MARCH 2020

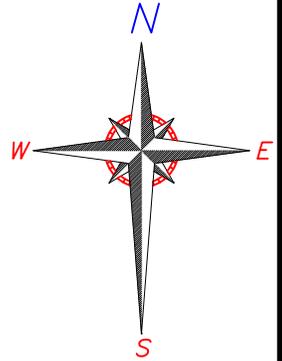
PROJECT VERPW #150350
SHEET 2 OF 2

EXHIBIT

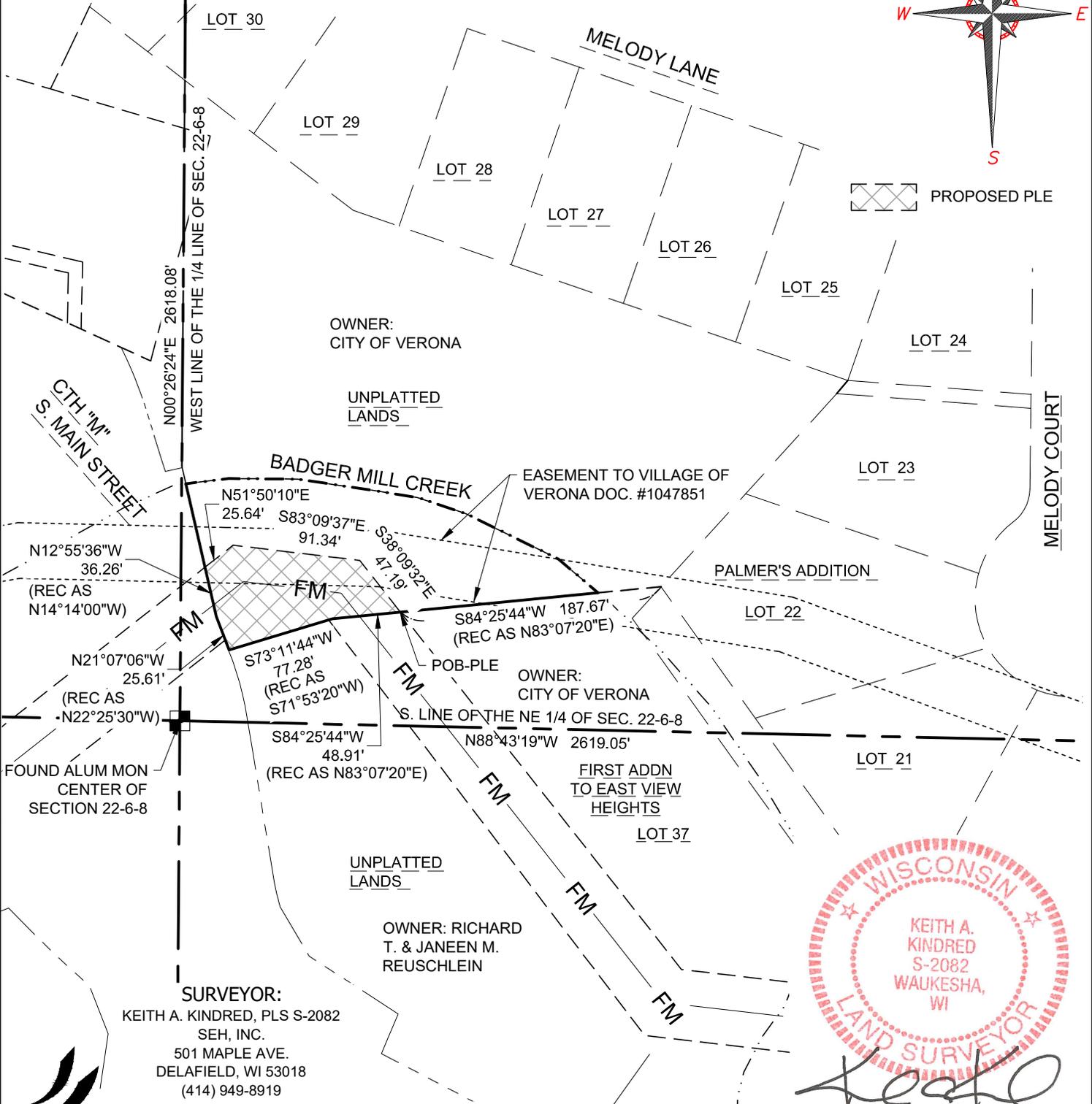
R-20-032
Attachment A Sheet 3 of 18

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 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. 1017347, DATED MARCH 14, 2019.

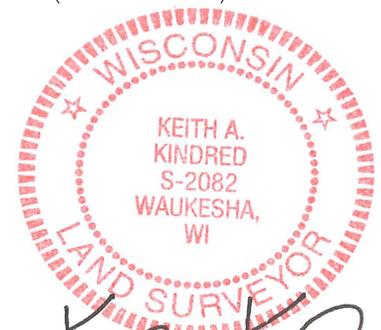
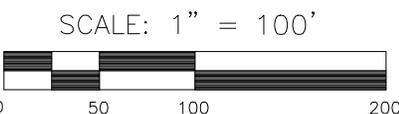


FOUND ALUM MON
NORTH 1/4 CORNER
SECTION 22-6-8



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

REV THIS 5TH DAY MAY 2020
DATED THIS 21ST DAY OF APRIL 2020
PROJECT VERPW #150350
SHEET 1 OF 2



EXHIBIT

R-20-032
Attachment A Sheet 4 of 18

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, T.6N., R.8E., CITY OF
VERONA, DANE COUNTY, WISCONSIN.

Permanent Limited Easement

Part of the Southwest 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 Westerly corner of Lot 22 of Palmer's Addition, thence South 84°25'44" West along the Northwesterly line of Lot 37 of First Addition to East View Heights 187.67 feet to the point of beginning of the lands to be described; thence South 84°25'44" West 48.91 feet; thence South 73°11'44" West, 77.28 feet to the Northerly line of Main Street, CTH "M"; thence North 21°07'06" West along said Northerly line 25.61 feet; thence continuing North 12°55'36" West along said Northerly line 36.26 feet; thence North 51°50'10" East 25.64 feet; thence South 83°09'37" East, 91.34 feet; thence South 38°09'32" East, 47.19 feet to the point of beginning.

Containing 6,522 square feet, 0.15 acres



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

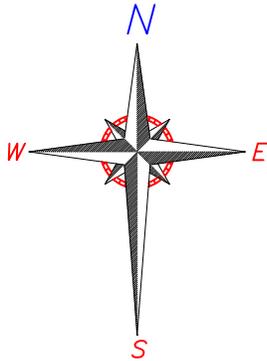


REV THIS 5TH DAY MAY 2020
DATED THIS 21ST DAY OF APRIL 2020

PROJECT VERPW #150350
SHEET 2 OF 2

EXHIBIT

R-20-032
Attachment A Sheet 5 of 18



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

TRAIL EASEMENT
DOC. #2037716

EASEMENT
DOC. #1047853

EASEMENT
DOC. #1605578

EASEMENT
DOC. #2697027

EASEMENT
DOC. #1280910

OAK COURT

PALMER'S ADDITION

FM

EAST VIEW HEIGHTS

LOT 8

LOT 7

LOT 6

LOT 5

LOT 9

LOT 26

UNPLATTED LANDS

N01°15'27"E 521.44'
(REC AS S00°04'E)

POB-PLE

BADGER MILL CREEK
N50°13'15"E 609.51'
S50°13'15"W 566.61'

25.00' SANITARY SEWER EASEMENT PER PLAT

25.00'

15.00'

40.00'

80.00'

30.00'

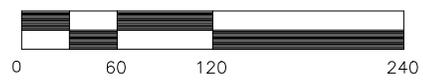
N27°39'27"E 19.24'

N86°41'47"W 63.47'
(REC AS N88°01'14"W)

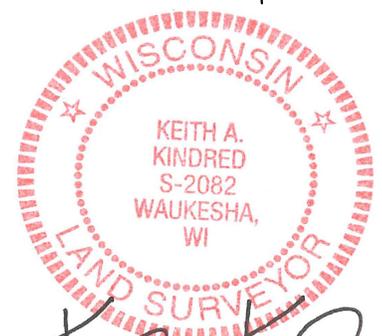
LOT 15

EAST VIEW HEIGHTS

SCALE: 1" = 120'



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



DATED THIS 12TH 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

R-20-032
Attachment A Sheet 6 of 18

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;

Commencing at the Southeast corner of Lot 26, Second Addition to Neff's Subdivision Valley View; thence North $01^{\circ}15'27''$ 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 $S50^{\circ}13'15''$ West, 566.61 feet; thence South $51^{\circ}39'27''$ West, 201.77 feet to the South line of Lot 26, Second Addition to Neff's Subdivision Valley View; thence $N86^{\circ}41'47''$ West along said South line 63.47 feet; thence $N27^{\circ}39'27''$ East, 19.24 feet; thence $N51^{\circ}39'27''$ East, 231.00 feet; thence $N50^{\circ}13'15''$ East, 609.51 feet to the East line of Lot 26, Second Addition to Neff's Subdivision Valley View; thence South $01^{\circ}15'27''$ West along said East line 66.29 feet to the point of beginning.

Contains 40,778 square feet, 0.94 acres

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 12TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

EXHIBIT

UNPLATTED LANDS

UNPLATTED LANDS

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

15.00'
40.00'

FOUND ALUM MON
NE CORNER
NE 1/4 OF
SECTION 22-6-8

OUTLOT 1

NEFF PARK

EASEMENT
DOC. #1663098

EASEMENT
DOC. #2697031

POB-PLE

VALLEY VIEW
LOT 16

EASEMENT
DOC. #1500909

S00°15'08"W 283.27'

S00°15'08"W 64.25'

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

OUTLOT 1

FOURTH ADDITION TO
EAST VIEW HEIGHTS

LOT 155

PROPOSED PLE

LOT 143

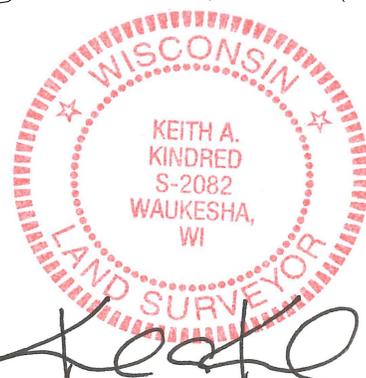
(REC AS
S00°04'00"E
N01°15'27"E
65.19'

N51°20'49"E 765.61'
S51°20'49"W 767.08'

EASEMENT
DOC. #1614038

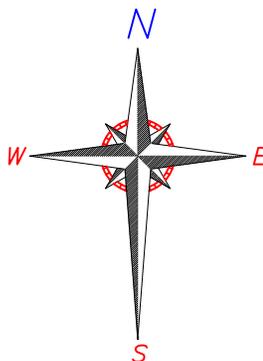
12.50'
15.00'

LOT 140

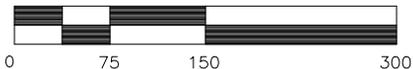


DATED THIS 6TH DAY OF MAY 2020

EASEMENT LOCATIONS BASED ON
INFORMATION FURNISHED BY
KNIGHT BARRY TITLE SERVICES,
LLC TITLE POLICY NO. 1017356,
DATED MARCH 14, 2019.



SCALE: 1" = 150'



LOT 139

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

LOT 138



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

PROJECT VERPW #150350
SHEET 1 OF 2

LOT 26

LOT 5
EAST VIEW
HEIGHTS

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

THIRD ADDITION TO
EAST VIEW HEIGHTS

EXHIBIT

R-20-032
Attachment A Sheet 8 of 18

Permanent Limited Easement

Part of the Northeast 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;

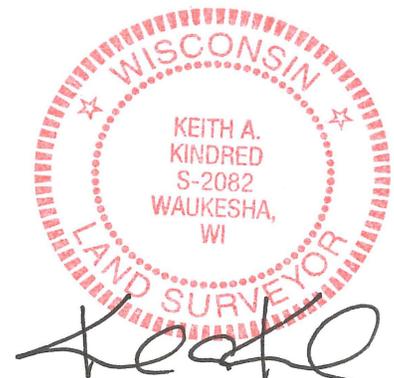
Commencing at the Northeast corner of the Northeast 1/4 of Section 22; thence South 00°15'08" West along the East line of the said Northeast 1/4 a distance of 283.27 feet to the point of beginning of the lands to be described; thence continuing South 00°15'08" West along said East line 64.25 feet; thence South 51°20'49" West 767.08 feet to a point on the East line of Lot 26 of Valley View; thence North 01°15'27" East along said East line 65.19 feet; thence North 51°20'49" East, 765.61 feet to the point of beginning.

Contains 38,317 square feet, 0.88 acres

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



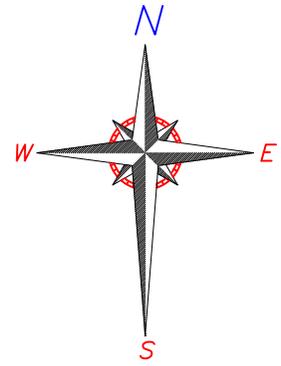
PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



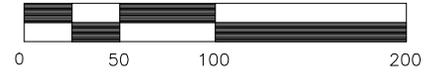
DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

EXHIBIT

R-20-032
Attachment A Sheet 9 of 18

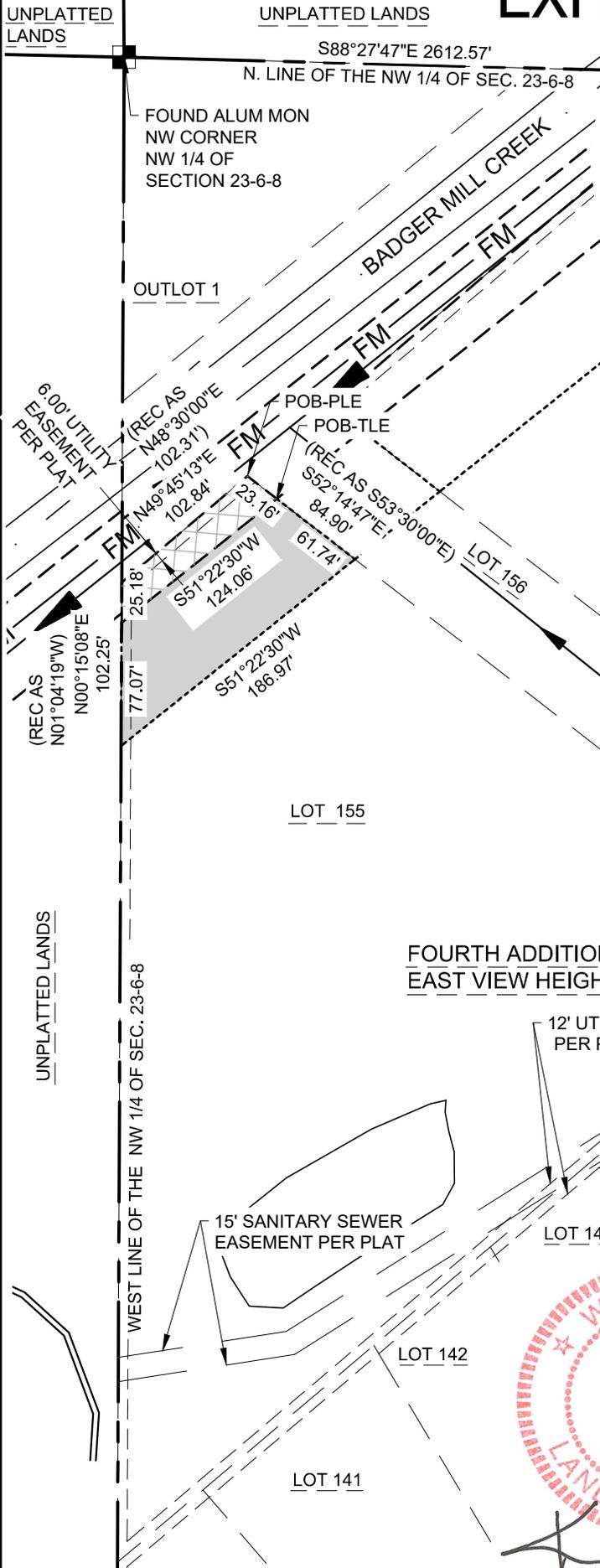


SCALE: 1" = 100'



 PROPOSED PLE

 PROPOSED TLE



FOURTH ADDITION TO
EAST VIEW HEIGHTS

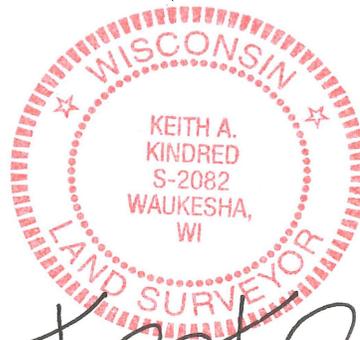
ARBOR VITAE PLACE

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 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT

R-20-032
Attachment A Sheet 10 of 18

Permanent Limited Easement

Part of Lot 155 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 155 of the Fourth Addition to East View Heights; thence South 52°14'47" East along the Easterly line of said Lot 155 a distance of 23.16 feet; thence South 51°22'30" West 124.06 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15'08" East along said Westerly line 25.18 feet to the Northerly line of said Lot 155; thence North 49°45'13" East along said Northerly line 102.84 feet to the point of beginning.

Contains 2,381 square feet, 0.05 acres

Temporary Limited Easement

Part of Lot 155 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;

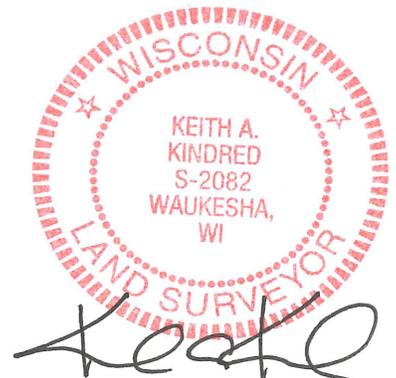
Commencing at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14'47" East along the Easterly line of said Lot 155 a distance of 23.16 feet to the point of beginning of the lands to be described; thence continuing South 52°14'47" East along said Easterly line 61.74 feet; thence South 51°22'30" West 186.97 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15'08" East along said Westerly line 77.07 feet; thence North 51°22'30" East, 124.06 feet to the point of beginning.

Contains 9,310 square feet, 0.21 acres

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 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

OWNER:
DANE COUNTY
UNPLATTED
LANDS

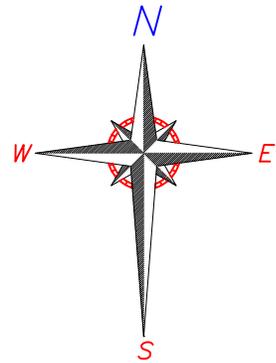
OWNER:
DANE COUNTY
UNPLATTED LANDS

EXHIBIT

R-20-032

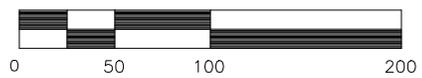
Attachment A Sheet 11 of 18

PROPOSED TLE



LOT 158

SCALE: 1" = 100'



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
(REC AS S38°14'54"E)
31.12'
91.14'
60.02'

6.00' UTILITY
EASEMENT
PER PLAT
(REC AS N48°30'00"E)
236.28'

(REC AS N49°45'13"E)
229.38'

(REC AS S53°30'00"E)
213.14'

LOT 157

LOT 156

LOT 155

FOURTH ADDITION TO
EAST VIEW HEIGHTS

ARBOR VITAE PLACE

LOT 154

LOT 143

LOT 142

LOT 141

UNPLATTED LANDS
OWNER: DANE COUNTY

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

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 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT

R-20-032
Attachment A Sheet 12 of 18

Permanent Limited Easement

Part of Lot 157 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 Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59'41" East along the Easterly line of said Lot 157 a distance of 31.12 feet; thence South 51°22'30" West 229.38 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14'47" West along said Westerly line 25.13 feet to the Northerly line of said Lot 157; thence North 49°45'13" East along said Northerly line 236.28 feet to the point of beginning.

Contains 6,471 square feet, 0.15 acres

Temporary Limited Easement

Part of Lot 157 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;

Commencing at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59'41" East along the Easterly line of said Lot 157 a distance of 31.12 feet to the point of beginning of the lands to be described; thence continuing South 36°59'41" East along said Easterly line 60.02 feet; thence South 51°22'30" West, 213.14 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14'47" West along said Westerly line 61.73 feet; thence North 51°22'30" East, 229.38 feet to the point of beginning.

Contains 13,276 square feet, 0.30 acres

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



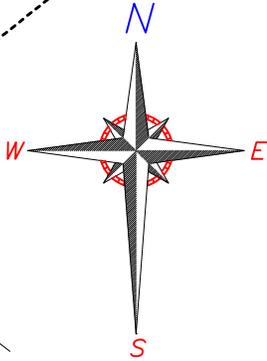
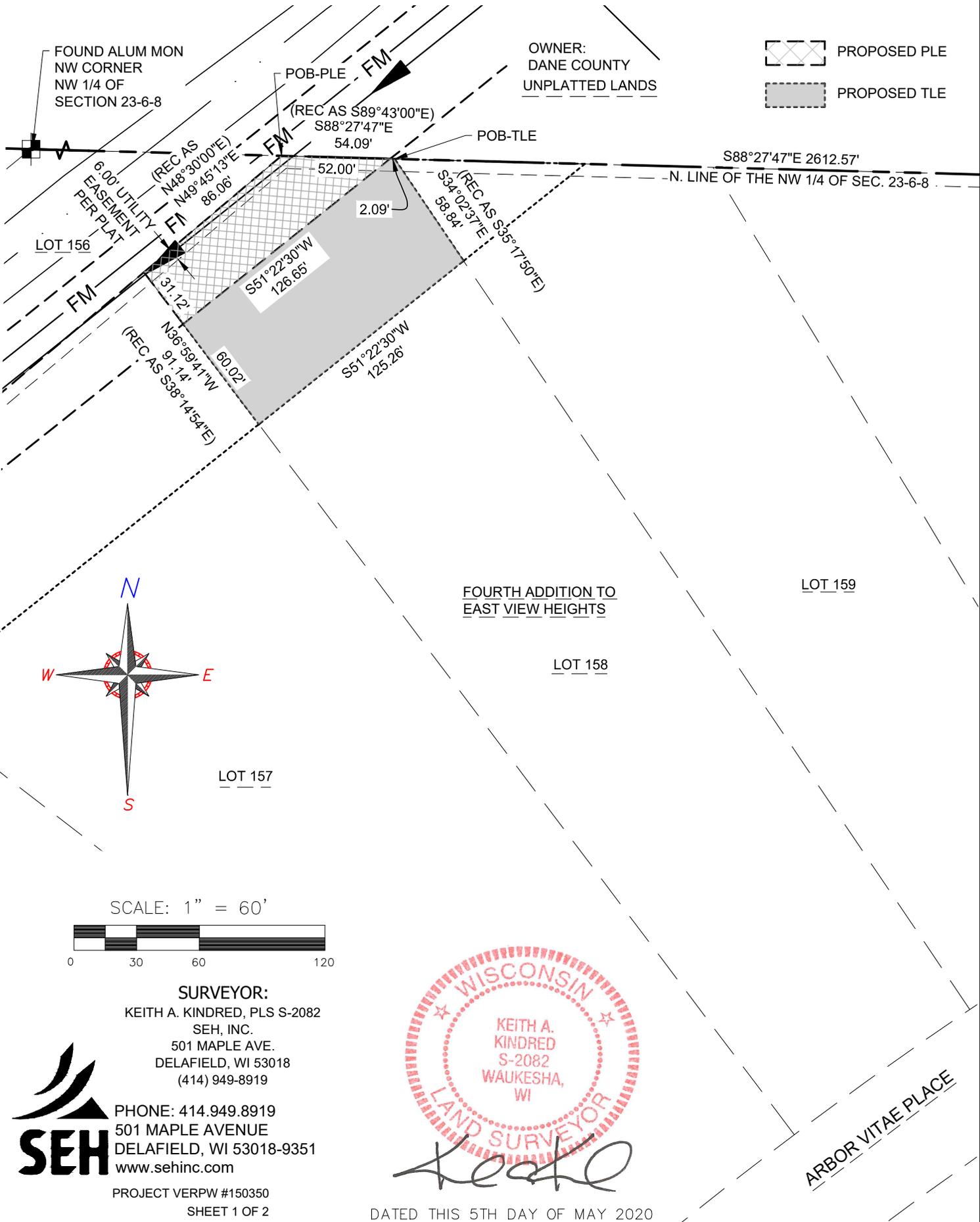
DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

EXHIBIT

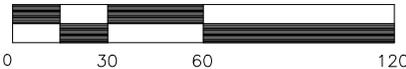
R-20-032
Attachment A Sheet 13 of 18

OWNER:
DANE COUNTY
UNPLATTED LANDS

 PROPOSED PLE
 PROPOSED TLE



SCALE: 1" = 60'



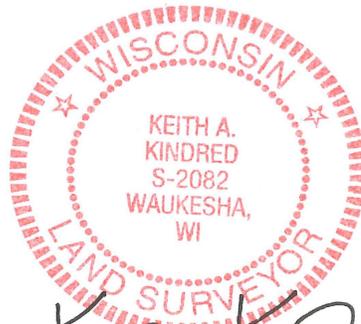
SURVEYOR:

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
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PROJECT VERPW #150350
SHEET 1 OF 2



DATED THIS 5TH DAY OF MAY 2020

ARBOR VITAE PLACE

EXHIBIT

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Permanent Limited Easement

Part of Lot 158 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 Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet; thence South 51°22'30" West 126.65 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 31.12 feet to the Northwesterly line of said Lot 158; thence North 49°45'13" East along said Northwesterly line 86.06 feet to the point of beginning.

Contains 3,461 square feet, 0.08 acres

Temporary Limited Easement

Part of Lot 158 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;

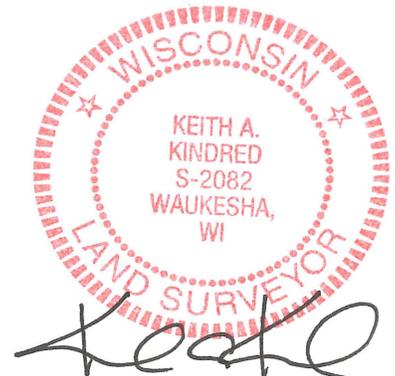
Commencing at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet to the point of beginning of the lands to be described; thence continuing South 88°27'47" East along said Northerly line 2.09 feet to the Northeasterly line of Lot 158 of the Fourth Addition to East View Heights; thence South 34°02'37" East along said Northeasterly line, 58.84 feet; thence South 51°22'30" West 125.26 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 60.02 feet; thence North 51°22'30" East, 126.65 feet to the point of beginning.

Contains 7,607 square feet, 0.17 acres

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



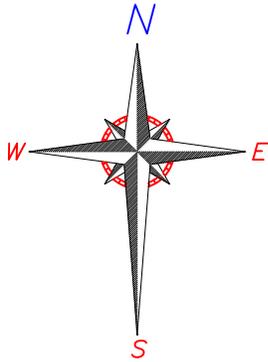
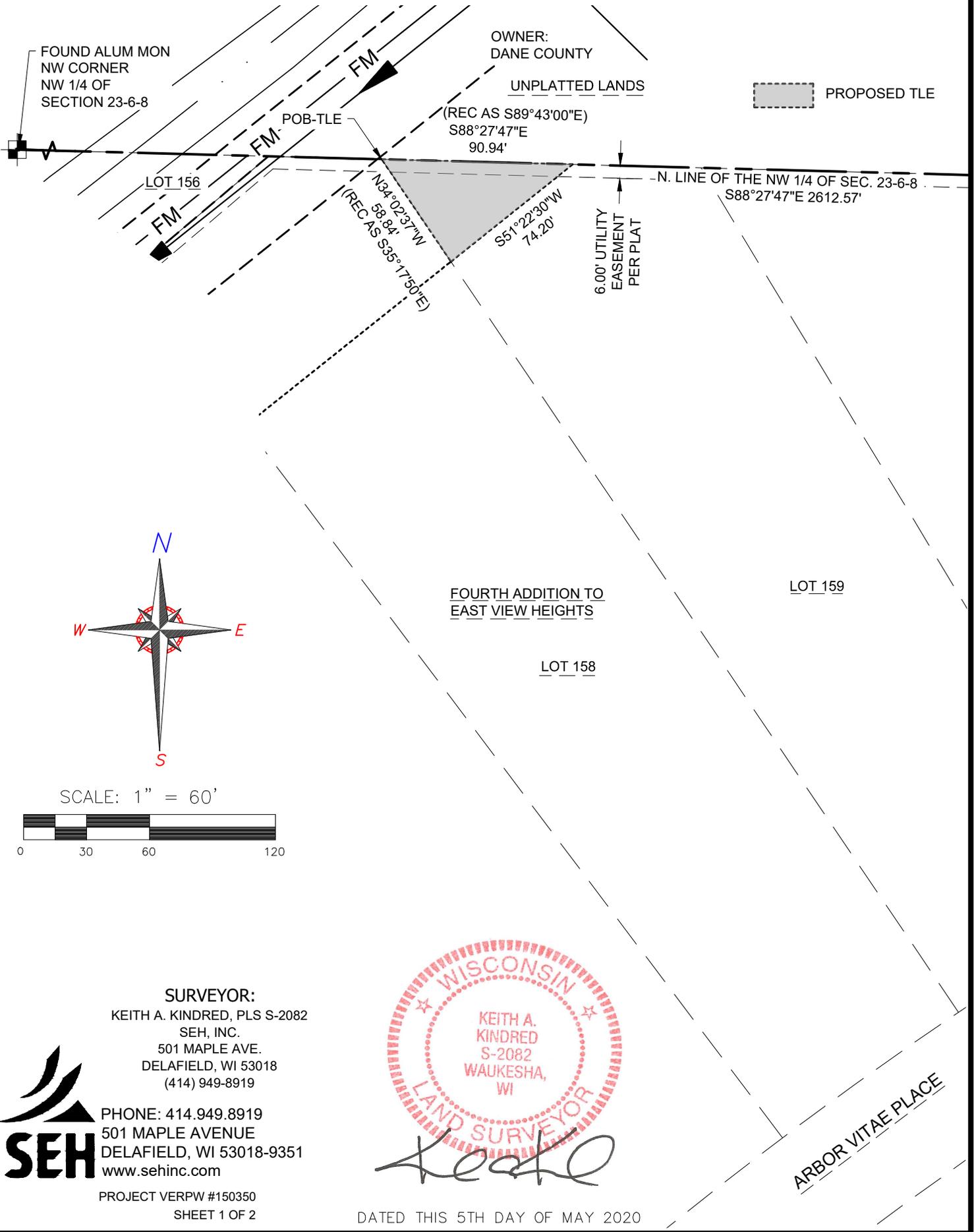
PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



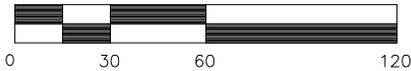
DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

EXHIBIT

R-20-032
Attachment A Sheet 15 of 18



SCALE: 1" = 60'



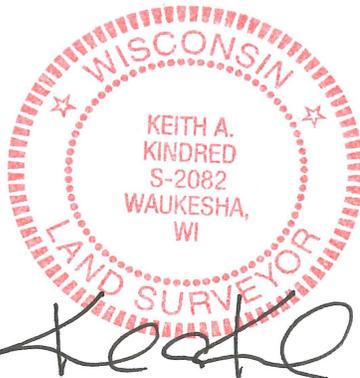
SURVEYOR:

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

PROJECT VERPW #150350
SHEET 1 OF 2



DATED THIS 5TH DAY OF MAY 2020

EXHIBIT

R-20-032
Attachment A Sheet 16 of 18

Temporary Limited Easement

Part of Lot 159 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;

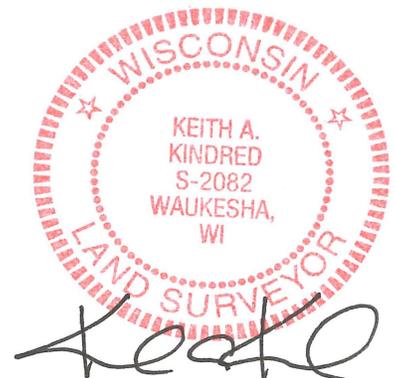
Beginning at the Northwesterly corner of Lot 159 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 159 a distance of 90.94 feet; thence South 51°22'30" West 74.20 feet to the Southwesterly line of Lot 159 of the Fourth Addition to East View Heights; thence North 34°02'37" West along said Southwesterly line 58.84 feet to the point of beginning.

Contains 2,176 square feet, 0.05 acres

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



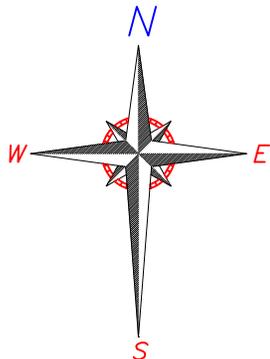
DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2



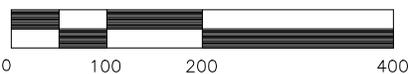
PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

EXHIBIT

R-20-032
 Attachment A Sheet 17 of 18



SCALE: 1" = 200'



OWNER: DANE COUNTY
 WEST LINE OF THE SW 1/4 OF SEC. 14-6-8

UNPLATTED LANDS
 FOUND ALUM MON
 SW CORNER
 SW 1/4 OF
 SECTION 14-6-8

UNPLATTED LANDS
 OWNER: DANE COUNTY

OUTLOT 1

POB-PLE

(REC AS S89°43'00"E)
 N88°27'47"W
 77.53'

LOT 158

LOT 159

FOURTH ADDITION TO
 EAST VIEW HEIGHTS

LOT 157

LOT 156

LOT 155

SANITARY SEWER
 EASEMENT
 DOC. #2780268

SEWER EASEMENT
 DOC. #2697031

SEWER EASEMENT
 DOC. #1500909

BADGER MILL CREEK



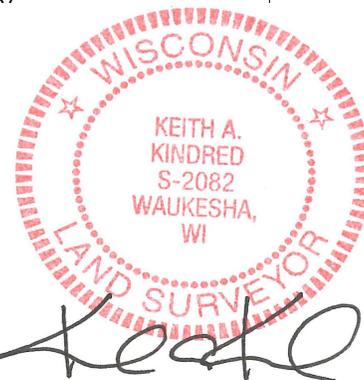
PROPOSED PLE
 REBAR FOUND

EASEMENT LOCATIONS BASED
 ON INFORMATION FURNISHED BY
 KNIGHT BARRY TITLE SERVICES,
 LLC TITLE POLICY NO. 1017360,
 DATED MARCH 14, 2019.

SOUTH LINE OF THE SW 1/4 OF SEC. 14-6-8

S88°27'47"E 2612.57'

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



DATED THIS 15TH DAY OF JULY 2020
 PROJECT VERPW #150350 SHEET 1 OF 2

EXHIBIT

R-20-032
Attachment A Sheet 18 of 18

Permanent Limited Easement

Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

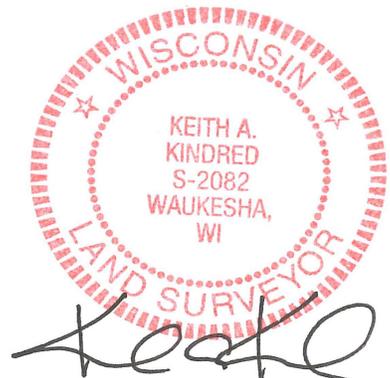
Commencing at the Southwest corner of the Southwest 1/4 of Section 14; thence South 88°27'47" East along the South line of said Southwest 1/4 a distance of 349.20 feet to the point of beginning of the lands to be described; thence North 51°22'30" East, 139.19 feet; thence North 38°39'11" West, 80.56 feet; thence North 51°20'49" East, 100.00 feet; thence South 38°39'11" East, 190.59 feet; thence South 51°20'49" West, 100.00 feet; thence North 38°39'11" West, 60.02 feet; thence South 51°22'30" West, 79.97 feet to the South Line of the Southwest 1/4 of Section 14; thence North 88°27'47" West along said South line 77.53 to the point of beginning.

Contains 24,538 square feet, 0.56 acres

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 15TH DAY OF JULY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

**AGREEMENT BETWEEN DANE COUNTY AND THE CITY OF VERONA for
RESTORATION OF BADGER MILL CREEK AT THE ICE AGE TRAIL JUNCTION NATURAL
RESOURCE AREA**

THIS AGREEMENT, made and entered into by and between DANE COUNTY ("COUNTY"), a municipal corporation in the State of Wisconsin; and the CITY OF VERONA ("CITY");

WITNESSETH:

WHEREAS, CITY is in the process of constructing a replacement sanitary sewer interceptor and multi-use path, which will impact county parkland and the Ice Age National Scenic Trail on both City and County lands. CITY will mitigate the impacts of the project by including habitat restoration work and Ice Age National Scenic Trail mitigation work (known as "project A") in the project scope, and

WHEREAS, COUNTY wishes to include further habitat restoration work and Ice Age National Scenic Trail mitigation work (known as "project B") (collectively "projects") in the project scope, and

WHEREAS, CITY will publically let bids for the replacement sanitary sewer interceptor project, project A and project B, all of which may be constructed in the same season under one contract, and

WHEREAS, the CITY will finance the replacement sanitary sewer interceptor and project A and the COUNTY will finance project B, subject to Sections 4 and 10 of this Agreement; and

WHEREAS, pursuant to Section 66.0301, Wis. Stats., COUNTY and CITY wish to formalize their agreement for the restoration projects;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CITY do agree as follows:

1. COUNTY shall be responsible for producing plans, specifications, quantities, and securing all applicable permits for both project A and B. Project A is generally described as the removal of berms and associated streambank regrading along Badger Mill Creek to allow for better connection with the floodplain. Project B is generally described as instream habitat improvements designed to stabilize the streambank and improve fish habitat. Both projects may also include clearing, grading or other activities related to the Ice Age National Scenic Trail.
2. CITY is responsible for soliciting bids for both projects and shall include project A in the base bid for the replacement sanitary sewer interceptor and shall include project B as a bid alternate.
3. CITY will proceed with project A as consideration for the COUNTY allowing the replacement sanitary sewer interceptor to be located on County parkland and the Lincoln Street storm water treatment facility (a separate City project) to be partially located on County parkland. Separate easements will be drafted and acted upon at a later date, to be approved by CITY and COUNTY no later than August 28, 2020 for the replacement sanitary sewer interceptor project and November 13, 2020 for the Lincoln Street storm

water treatment facility, which approvals shall not be unreasonably withheld. COUNTY shall grant the easements necessary for each project at a cost of one and 00/100 dollars (\$1.00).

4. CITY will proceed with project B if authorized by COUNTY. CITY shall share the bid results with COUNTY and COUNTY shall respond in writing with intent to proceed or not to proceed within three (3) days of receipt of bid document. The director of Land and Water Resources Department is hereby authorized to provide the written response. Subject to State of Wisconsin Public Bid law the CITY shall award the contract.
5. CITY shall be responsible for construction oversight of both project A and B.
6. CITY shall hold the contract with the contractor. COUNTY shall have signature authority for any change orders that are applicable to COUNTY bid items only during construction activities.
7. The projects are intended to be completed by November 19, 2021.
8. COUNTY shall pay project B construction costs to CITY within 45 days of receipt of billing from CITY. For purposes of this Section 9, construction costs shall mean all monies paid to the contractor selected pursuant to the public bid process.
9. COUNTY shall grant easements necessary for the installation and maintenance of the sanitary sewer main and multi-use path on county parkland and shall also grant easements or other approvals necessary to allow both projects A and B to proceed.
10. The CITY and COUNTY will work in good faith with one another and with the Ice Age Trail Alliance to ensure that the projects will protect and improve the Ice Age National Scenic Trail. The CITY and COUNTY agree to the common goal that the Ice Age National Scenic Trail will exist as an unpaved foot path that is not shared with other uses, except in areas where site conditions do not allow for separation for reasons such as presence of wetlands or narrow areas of public ownership or undesired topographic changes in landscape. In order to reach the common goal, the parties agree:
 - a. That bid documents for both projects will identify changes and improvements to the Ice Age National Scenic Trail, such as rerouting and corridor clearing, to ensure that it continues to exist as an unpaved foot path on dry ground once construction is complete.
 - b. That change orders will be considered if details for accommodating the Ice Age Trail were not known at the time of bidding.
 - c. The CITY will notify the COUNTY and the Ice Age Trail Alliance during construction to provide opportunities for onsite meetings to review progress and to discuss changes or decisions that need to be made in regards to the Ice Age National Scenic Trail.
 - d. The CITY will honor the purpose of the Ice Age Trail Agreement across lands described in document number 203776 and recorded in the Office of the Dane County Register of Deeds.
11. The CITY and COUNTY shall work in good faith with one another to ensure that the proposed multi-use path and future trail connections within the Ice Age Junction Natural Resource Area are consistent with the Dane County Parks and Open Space Plan and follow agreed upon trail development plans. In order to accomplish this, the parties agree:

- a. Project A will include a hard surface multi-use path from Arbor Vitae Place on CITY land to the proposed multi-use path that will follow the replacement sanitary sewer interceptor project corridor. This will create a temporary on-street bike trail connection to Old PB to the Military Ridge State Trail and Ice Age Junction Trail.
 - b. CITY will consult with COUNTY on future trail planning and development efforts, including the identification of future trail alignments.
12. During the term of this agreement, COUNTY and CITY, each for itself, agree to abide by their respective affirmative action plans.
13. Each party 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 including joint liability, each party shall be responsible for the 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. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
14. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
15. Any amendment to this Agreement shall be by written consent of the parties.
16. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

Signature pages to follow.

FOR COUNTY

Date Signed: _____

County Executive: Joe Parisi

FOR CITY

Date Signed: _____

Mayor: Luke Diaz

Date Signed: _____

Clerk: Ellen Clark

Compliance Maintenance Annual Report

Verona City

Last Updated: Reporting For:
8/6/2020 **2019**

Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Jon Bublitz"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(608) 845-6695"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="jon.bublitz@ci.verona.wi.us"/></p>																	
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2019"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																	
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2019"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: center;"><input style="width: 150px;" type="text" value="117,000.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="15,800.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="132,800.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="117,000.00"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 150px;" type="text" value="15,800.00"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="132,800.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="0.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="117,000.00"/>														
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 150px;" type="text" value="15,800.00"/>														
3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="132,800.00"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="0.00"/>														

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8/6/2020 **2019**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 132,800.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 132,800.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	EASTSIDE INTERCEPTOR IMPROVEMENT	4500000	2021
2	COLLECTION SYSTEM REPAIRS	100000	2020
3	EAST VIEW RD/EAST VIEW CT (SLIP LINING)	100000	2023
4	MARK DR/SCHEELE CT (SLIP LINING)	125000	2022

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	500	
February	438	
March	396	
April	319	
May	318	
June	267	
July	302	
August	417	
September	280	
October	270	
November	273	
December	328	
Total	4,108	0
Average	342	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to develop our web-based GIS sanitary system
Televise and line about 4000 ft of sewer
Maintain correct staff wastewater operator certificates

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Title 9, Chapter 2, Sewer Utility Rates

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-06-30

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map

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A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="8"/>	% of system/year
Root removal	<input type="text" value="1"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="6"/>	% of system/year
Manhole inspections	<input type="text" value="2"/>	% of system/year
Lift station O&M	<input type="text" value="137"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value=".02"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1.5"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year

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Private sewer I/I removal % of private services
 River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Total actual amount of precipitation last year in inches
 Annual average precipitation (for your location)
 Miles of sanitary sewer
 Number of lift stations
 Number of lift station failures
 Number of sewer pipe failures
 Number of basement backup occurrences
 Number of complaints
 Average daily flow in MGD (if available)
 Peak monthly flow in MGD (if available)
 Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)
 Sewer pipe failures (pipe failures/sewer mile/yr)
 Sanitary sewer overflows (number/sewer mile/yr)
 Basement backups (number/sewer mile)
 Complaints (number/sewer mile)
 Peaking factor ratio (Peak Monthly:Annual Daily Avg)
 Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
------	----------	-------	-----------------------

None reported

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes

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<p><input type="radio"/> No</p> <p>If Yes, please describe:</p> <p>Higher pumping at MMSD lift station #17</p> <p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <p>same</p> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <p>Replacing interceptor line in 2020-2021</p>	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Verona City

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8/6/2020 **2019**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Last Updated: Reporting For:
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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Verona Public Works

Date of Resolution or
Action Taken:

2020-08-12

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Whispering Coves Figures

Public Works Committee

August 12, 2020

The following is an explanation / summary of the Figures attached regarding the Whispering Coves project.

Sheet PE-1 : Pre value engineering phase 1 plan

Sheet PE-2 : Revised phasing plan, phase 1 proposed to be completed in two stages 1 and 2.

Sheet C4.0 – Pre VE : Grading plan as of May 4, 2020. This figure shows the grading extents for phase 1 construction that included 56 lots. This date was also prior to value engineering analysis.

Sheet C4.0 –VE-1 : Highlighted area of the grading changes proposed as part of the value engineering analysis. This area is open space and outside of any storm water management areas.

Sheet C4.0 –VE-2 : Highlighted area of the grading changes proposed as part of the value engineering analysis. This area contains storm water management pond 7P. This area of the storm water management area is reduced due to less constructed impervious area.

Sheet GE-1 : Proposed grading extents reviewed by City staff and engineering. Reviews models prepared by applicant and commented on by engineering. Note reduced size in pond 7P and 3P. Pond 5P has been removed from phase 1 stage 1.

Sheets C12.4, C12.5, C12.9, and C12.10 : Proposed storm water pumping station, developer proposed to construct underground storm sewer piping as shown on sheet C12.4. Developer has proposed to defer construction on above-grade pumping station house and internal mechanicals shown on sheet C12.5, C12.9, and C12.10.

Sheet SW1.2 : Watershed map of the tributary area for the storm water management system.

Engineering and City staff requested a full storm water analysis of the proposed changes and removal of the pumping station mechanicals. The results of the analysis are illustrated on Table 1 attached. Engineering and City staff will explain the results.

Whispering Coves Phase 1 Stage 1 Water Surface Elevation

TABLE 1: PRE-SETTLEMENT VERSUS POST-DEVELOPMENT PHASE 1 - KETTLE 1 WATER SURFACE ELEVATION

			1 - Year	2-year	10-year	100-year	100-year B2B	Proposed Min. LOE for Lots	Freeboard
Rainfall for each 24-hour storm event (inches)			2.49	2.84	4.09	6.66	6.66 x 2	Surrounding Kettle 1	
			(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
<u>Kettle 1</u>	<u>KCN Infrastructure</u>	<u>KCN Lot Development</u>	(1)	(2)	(3)	(4)	(5)	(6)	(7) = (6) - (5)
Pre-Development Water Surface Elevation (ft)	2020	2020	991.21	991.51	992.55	994.60	1000.78	1003.00	2.22
Post-Development Original Phase 1 Water Surface Elevation (ft)	2020	2020	991.51	991.82	992.45	994.94	1000.88	1003.00	2.12
Post-Development Phase 1 Stage 1 Water Surface Elevation (ft)	2020	2020	991.04	991.30	992.26	994.30	1000.54	1003.00	2.46
Post-Development Phase 1 Stage 1 Water Surface Elevation (ft) - Kettle Creek North (KCN) Partial Buildout	Future	2020	991.10	991.44	992.70	995.35	1001.09	1003.00	1.91
Post-Development Phase 1 Stage 1 Water Surface Elevation (ft) - Kettle Creek North Full Buildout	Future	Future	991.34	991.71	993.05	995.77	1001.41	1003.00	1.59

Notes:

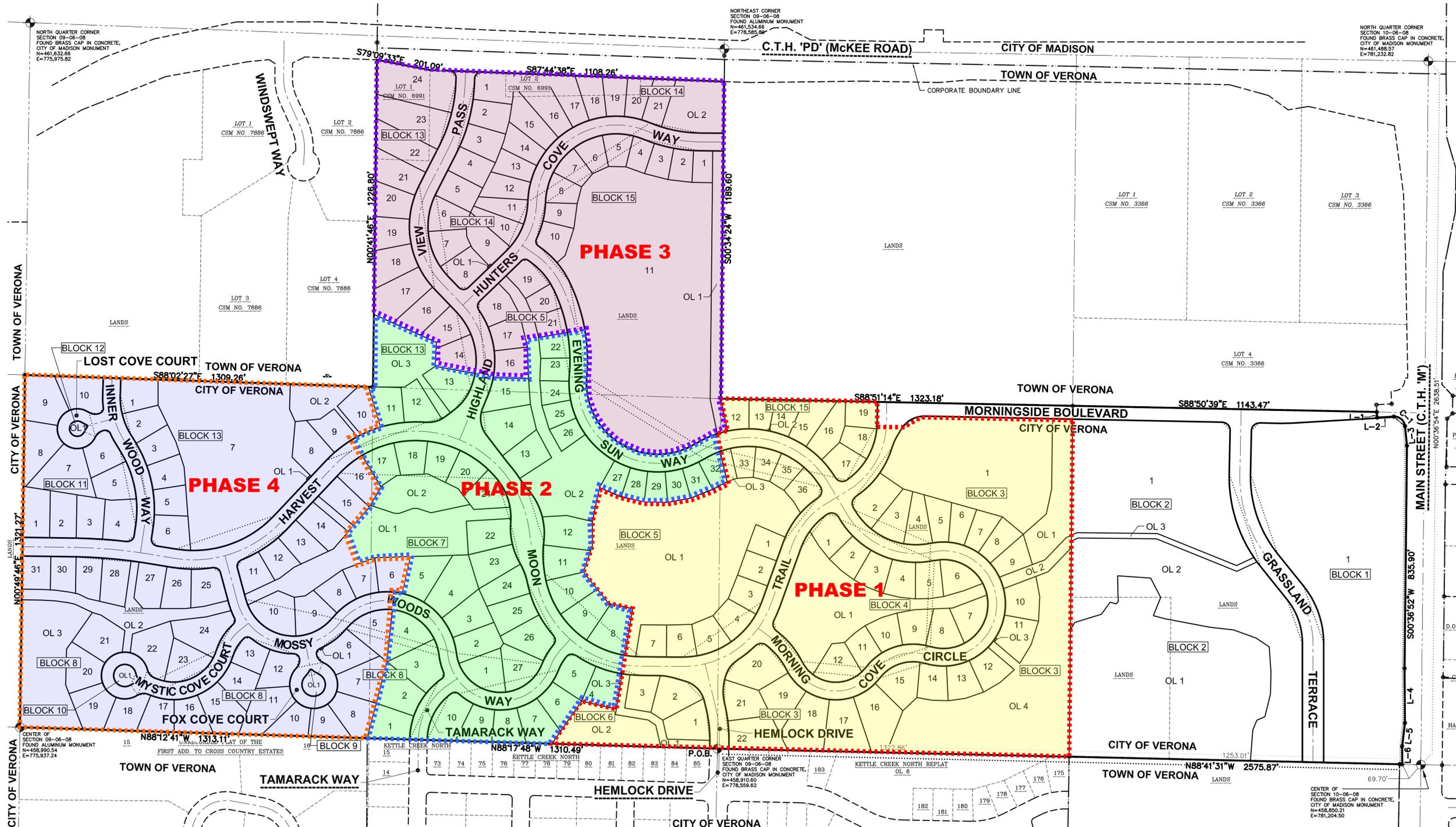
LOE - Lowest opening elevation

KCN - Kettle Creek North Plat, this area is to the south and a tributary to Kettle 1

Kettle 1 is pond 1P on Whispering Coves plan sheets



#	Date:	Description:
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File: I:\2017\177777\DWG\177777 Ph1 Phases Exhibit.dwg Layout: 22x30 F--Plot - P2 User: sgreiner Plotted: Jun 24, 2020 - 9:54am Xref's:

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PLAN MODIFICATIONS:

#	Date:	Description:
1		
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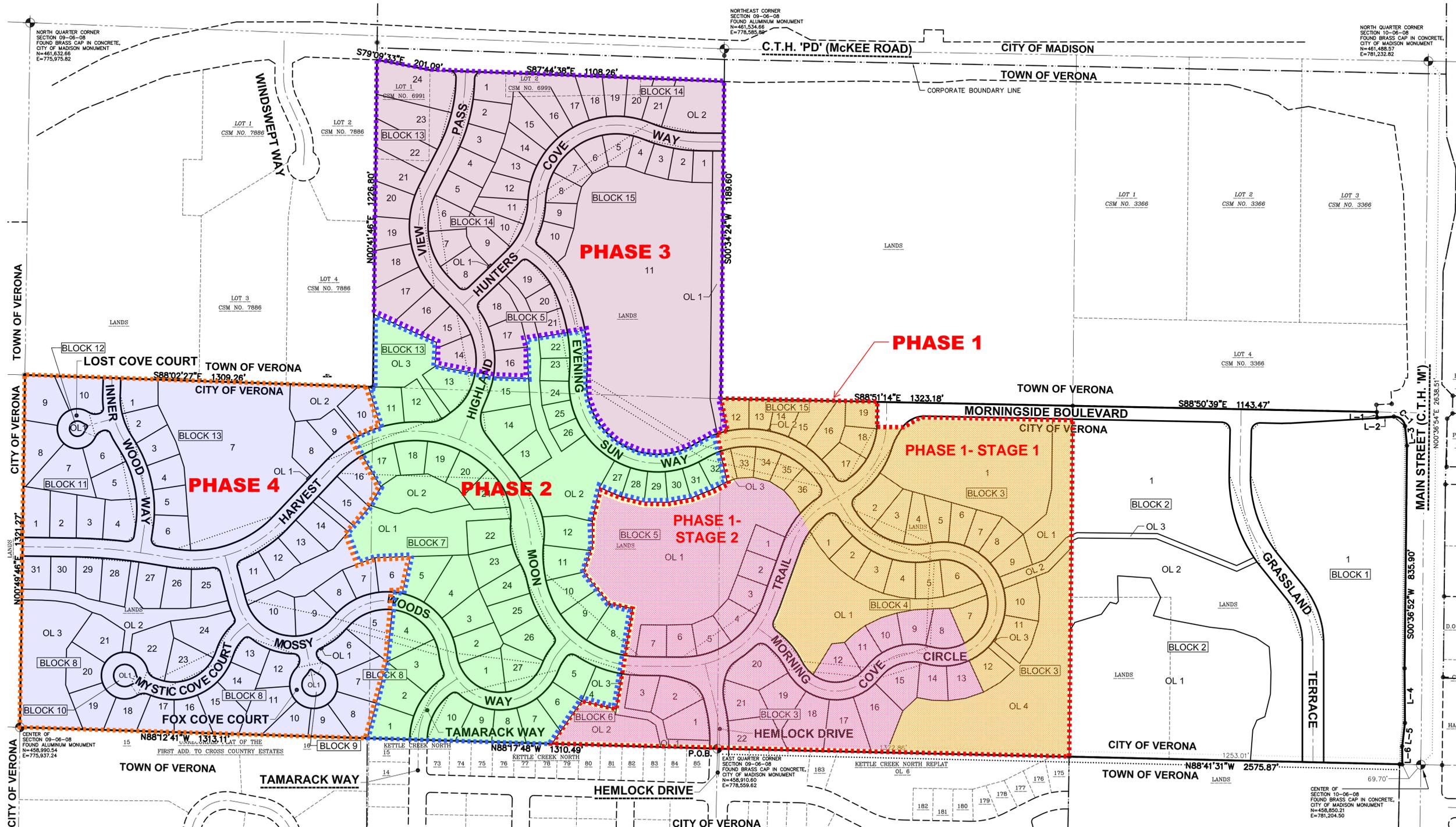
Design/Drawn: JRK/MSS/CHG/EWOK/WH
Approved: TAT/WH

SHEET TITLE:
PHASING EXHIBIT

SHEET NUMBER:

PE-2

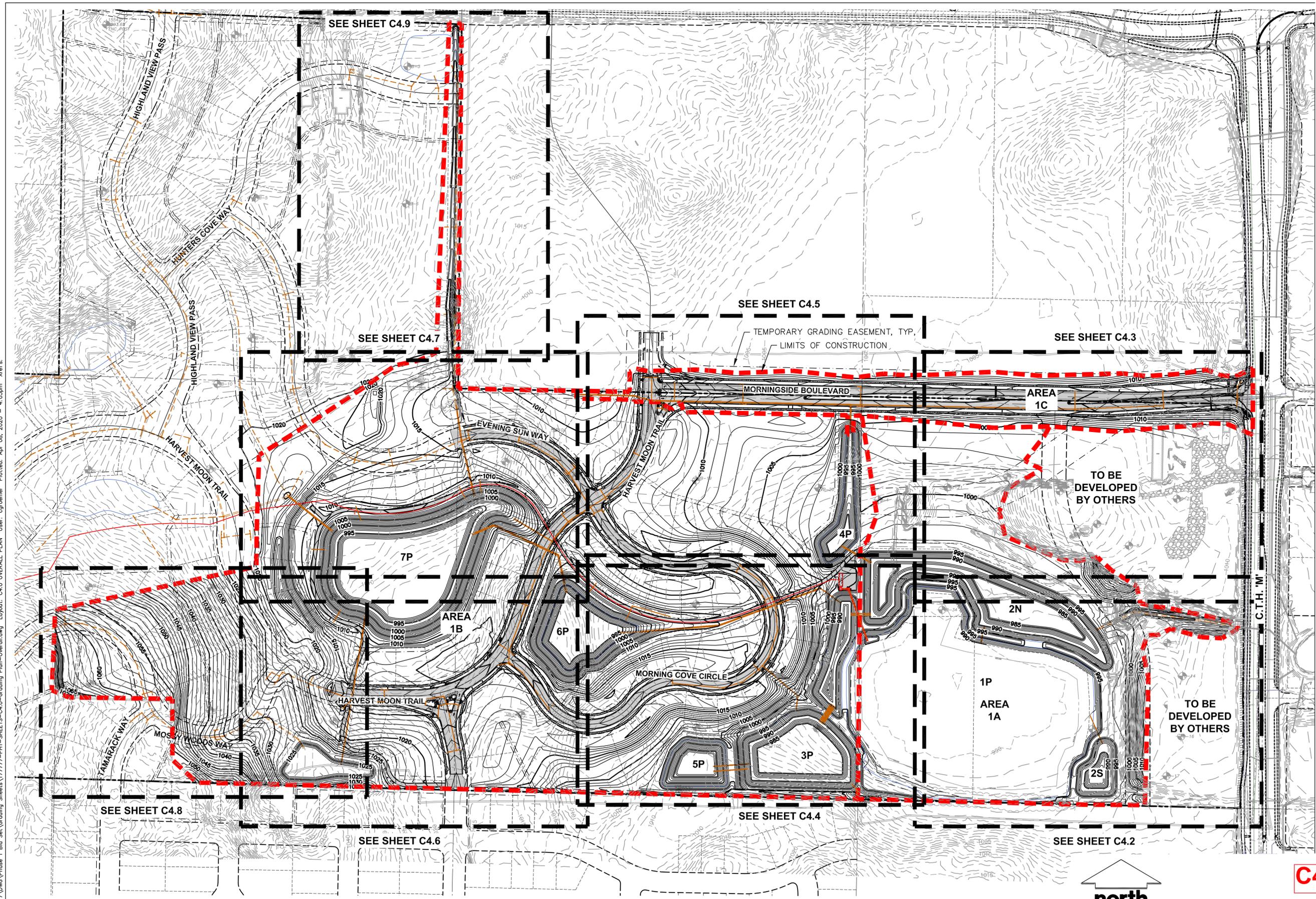
JSD PROJECT NO: 17-7777



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VERONA, WISCONSIN 53593
P. 608.848.5060



CLIENT ADDRESS:
161 HORIZON DRIVE, SUITE 101A
VERONA, WI, 53593

PROJECT:
WHISPERING COVES
DEVELOPMENT - PHASE I

PROJECT LOCATION:
CITY OF VERONA, WI
DANE COUNTY

PLAN MODIFICATIONS:

#	Date	Description
1	05.30.2019	FINAL PLAT SUBMITTAL
2	06.17.2019	BID SET
3	09.05.2019	CITY SUBMITTAL/ADDENDUM #3
4	10.14.2019	CITY RESUBMITTAL/ADD. #5
5	10.24.2019	CITY RESUBMITTAL/ADD. #6
6	12.30.2019	CITY RESUBMITTAL/ADD. #9
7	02.07.2020	CITY RESUBMITTAL/ADD. #10
8	03.10.2020	CITY RESUBMITTAL/ADD. #11
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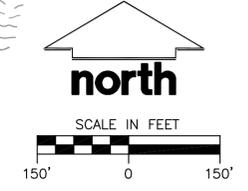
Design/Drawn: JRK/MSS/CHG/EWK/WH
Approved: TAT/WH

SHEET TITLE:
OVERALL GRADING PLAN
AND SHEET MAP

C4.0 - Pre VE

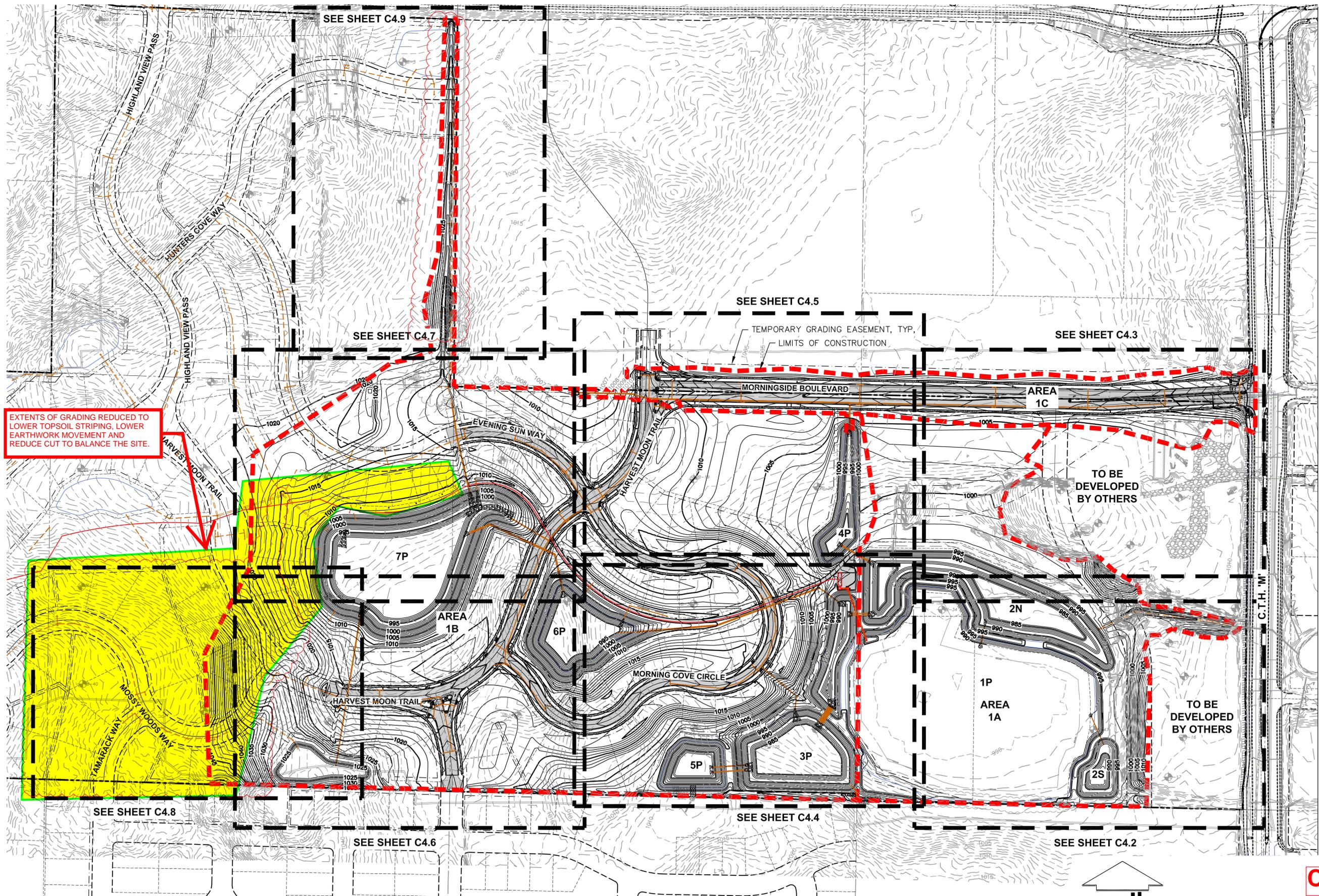
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C4.0
JSD PROJECT NO: 17-7777

LEGEND
--- AREA BOUNDARY



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EXTENTS OF GRADING REDUCED TO LOWER TOPSOIL STRIPING, LOWER EARTHWORK MOVEMENT AND REDUCE CUT TO BALANCE THE SITE.



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DEVELOPMENT - PHASE I

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DANE COUNTY

PLAN MODIFICATIONS:

#	Date:	Description:
1	05.30.2019	FINAL PLAT SUBMITTAL
2	06.17.2019	BID SET
3	04.29.2020	VE/RE-BID SET
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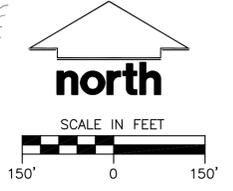
Design/Drawn: JRK/MSS/CHG/EWOK/DWH
Approved: TAT/WHD

SHEET TITLE:
OVERALL GRADING PLAN
AND SHEET MAP

C4.0 - VE-1

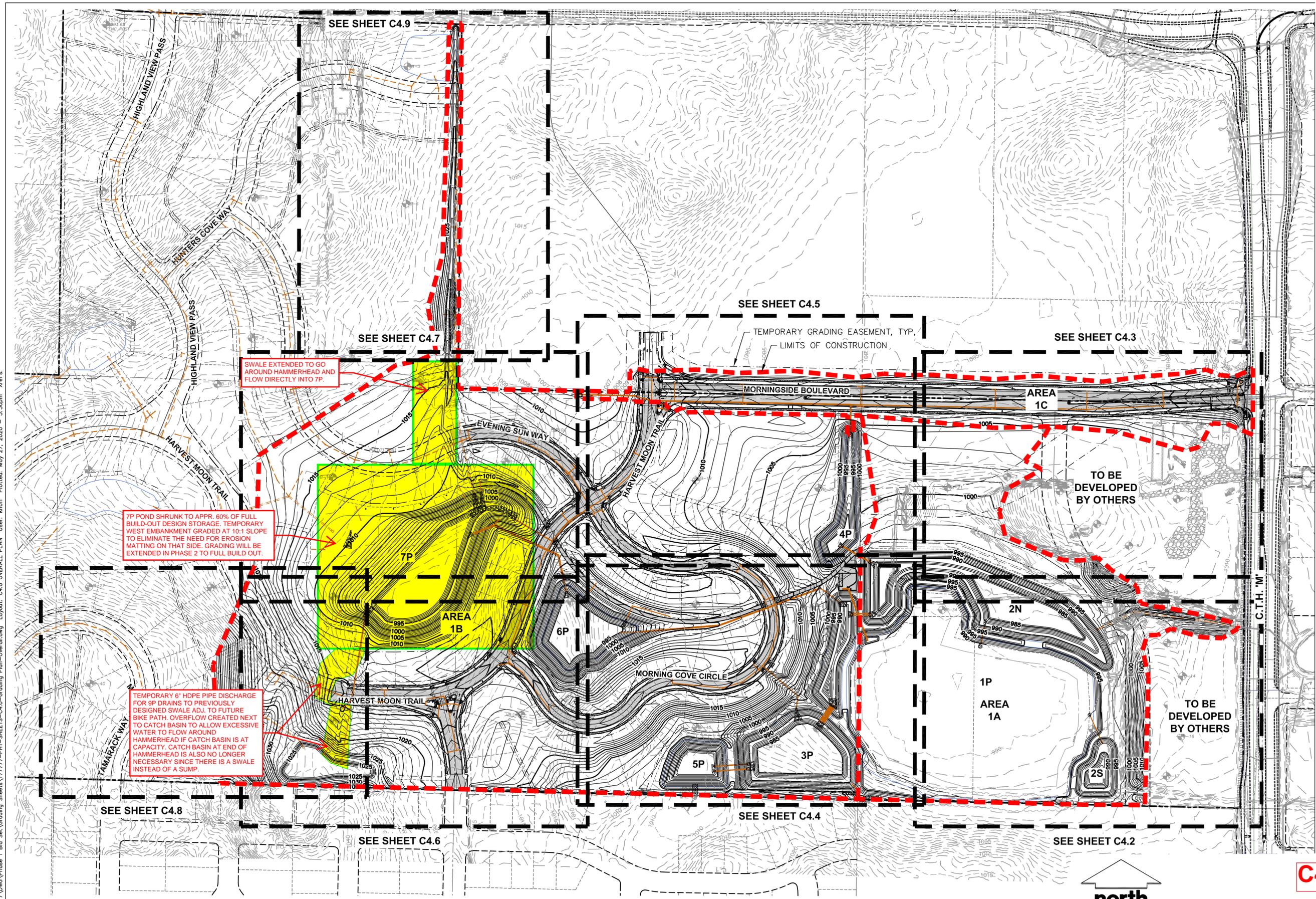
SHEET NUMBER:
C4.0
JSD PROJECT NO: 17-7777

LEGEND
--- AREA BOUNDARY



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VERONA, WI, 53593

PROJECT:
WHISPERING COVES
DEVELOPMENT - PHASE I

PROJECT LOCATION:
CITY OF VERONA, WI
DANE COUNTY

PLAN MODIFICATIONS:

#	Date	Description
1	05.30.2019	FINAL PLAT SUBMITTAL
2	06.17.2019	BID SET
3	04.29.2020	VE/RE-BID SET
4	05.06.2020	BID ADDENDUM #1
5	05.12.2020	BID ADDENDUM #2
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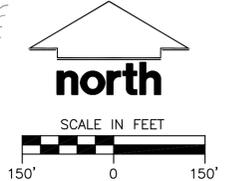
Design/Drawn: JRK/MSS/CHG/EWOK/WH
Approved: TAT/WH

SHEET TITLE:
OVERALL GRADING PLAN
AND SHEET MAP

C4.0 - VE-2

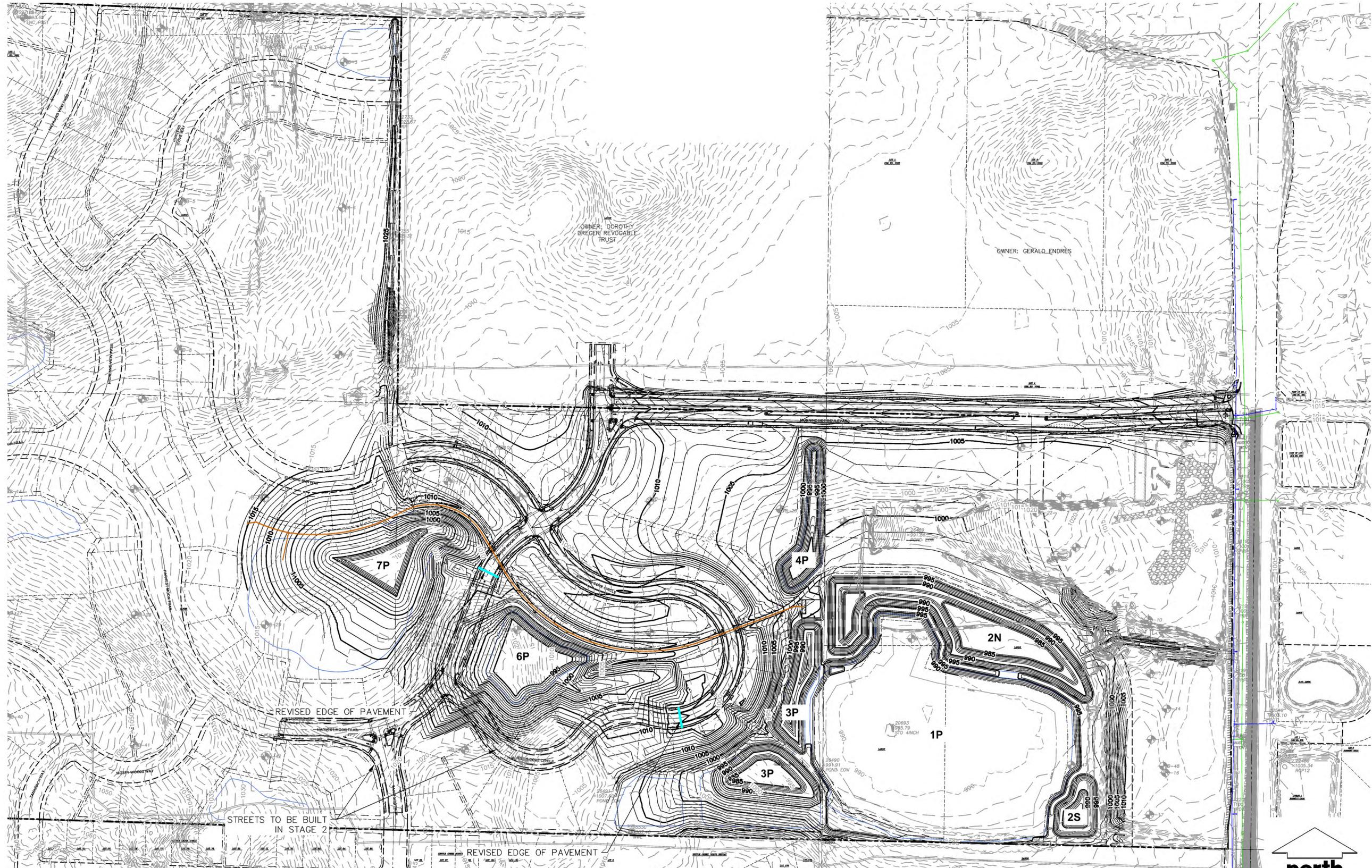
SHEET NUMBER:
C4.0
JSD PROJECT NO: 17-1777

LEGEND
--- AREA BOUNDARY



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File: I:\2017\177777\DWG\Earthwork\2020-06-25_177777 Earthwork_Option 1.1 Design_Alternate.dwg Layout: Grading Plan User: khoff Plotted: Jun 29, 2020 - 9:53am Xref's:



LEGEND

---	EASEMENT LINE
---	RIGHT-OF-WAY
---	LOT LINE
---	BUILDING SETBACK LINE
---	PROPOSED FORCE MAIN
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	PROPOSED 1' CONTOUR
---	PROPOSED 5' CONTOUR



CREATE THE VISION TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060



CLIENT ADDRESS:
161 HORIZON DRIVE, SUITE 101A
VERONA, WI, 53593

PROJECT:
**WHISPERING COVES
DEVELOPMENT - PHASE I**

PROJECT LOCATION:
**CITY OF VERONA, WI
DANE COUNTY**

PLAN MODIFICATIONS:

#	Date:	Description:
1	06.29.2020	FOR REVIEW
2		
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Design/Drawn: JRK/MSS/CHG/EWOK/WH
Approved: TAT/WH

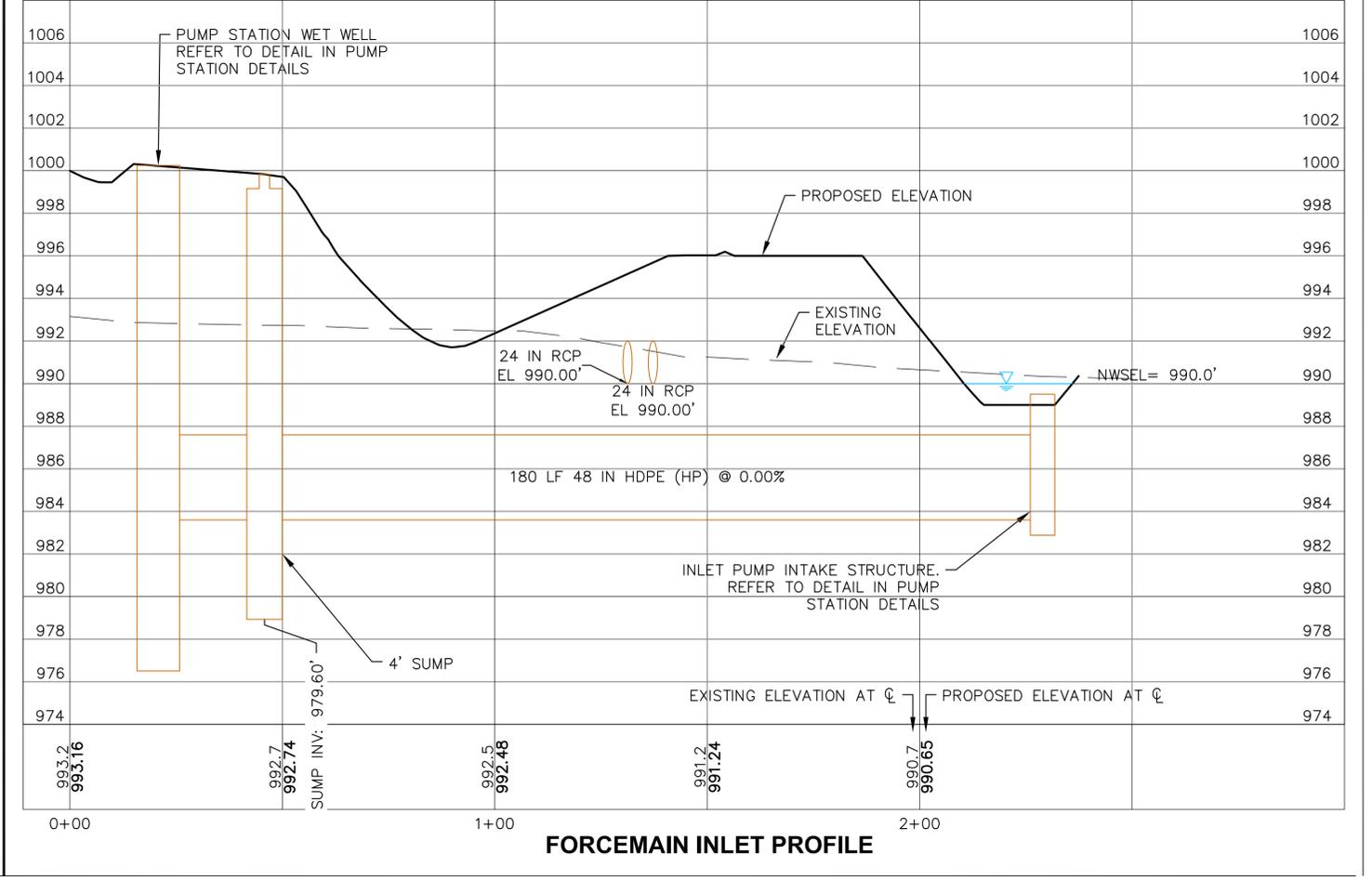
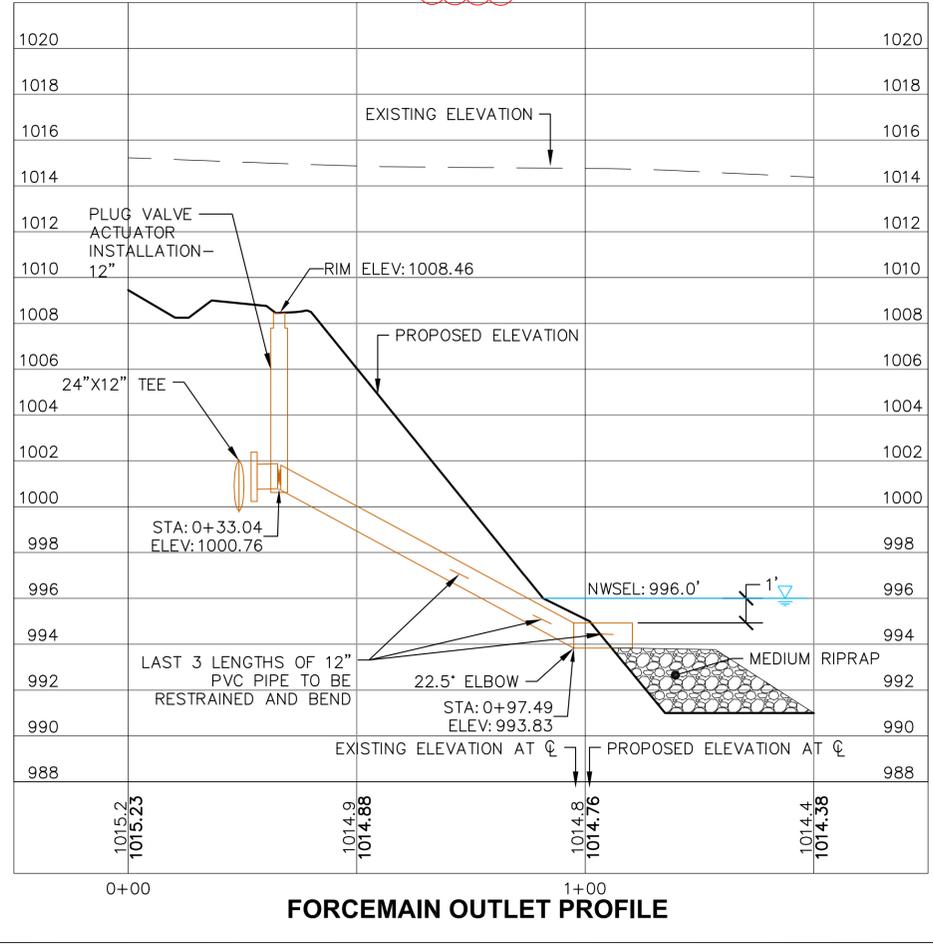
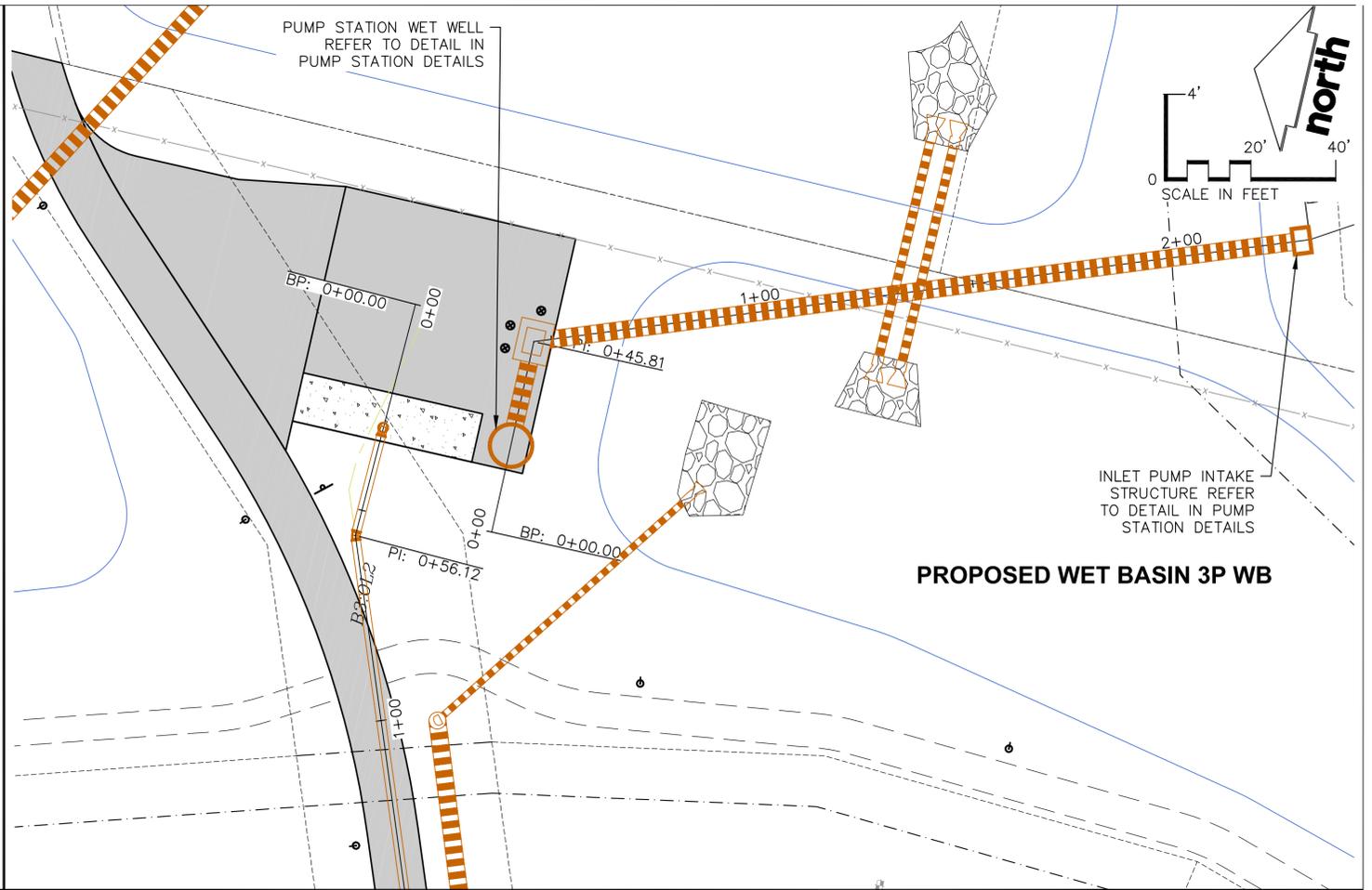
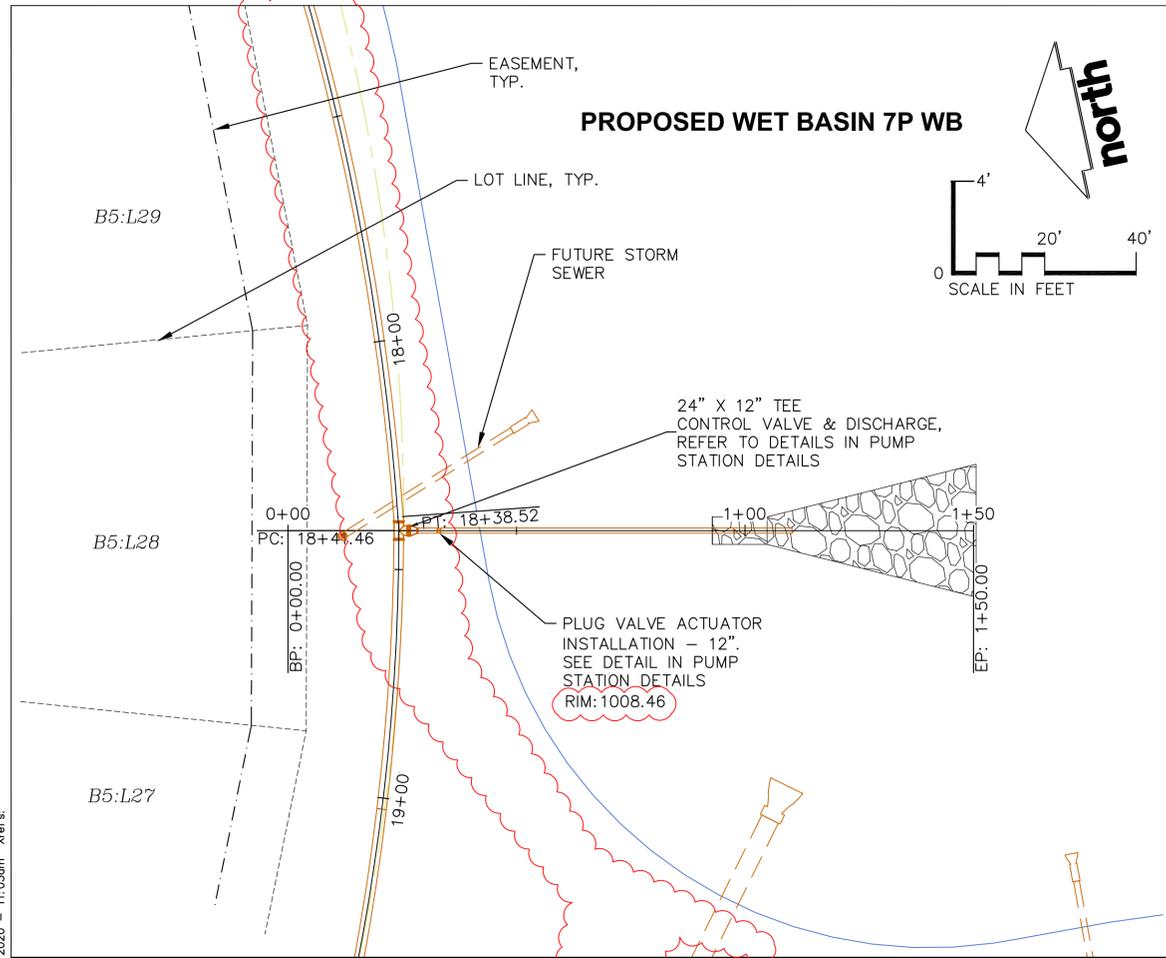
SHEET TITLE:
**PHASE 1 STAGE 1
GRADING EXHIBIT**

SHEET NUMBER:
GE-1

JSD PROJECT NO: 17-7777

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File: I:\2017\17777\DWG\Phase 1 Bid Set\Plan & Profile Sheets\17-7777 c12.0 Force Main P&P Sheets.dwg Layout: C12.4 User: sgroenier Plotted: Jun 03, 2020 - 11:03am Xref:





JSD
Professional Services, Inc.
Engineers • Surveyors • Planners

CREATE THE VISION TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060

CLIENT:



CLIENT ADDRESS:
**161 HORIZON DRIVE, SUITE 101A
VERONA, WI, 53593**

PROJECT:
**WHISPERING COVES
DEVELOPMENT - PHASE I**

PROJECT LOCATION:
**CITY OF VERONA, WI
DANE COUNTY**

PLAN MODIFICATIONS:

#	Date	Description
1	05.30.2019	FINAL PLAT SUBMITTAL
2	06.17.2019	BID SET
3	09.05.2020	CITY SUBMITTAL/ADDENDUM #3
4	10.14.2020	CITY RESUBMITTAL/ADD. #5
5	10.24.2020	CITY RESUBMITTAL/ADD. #6
6	12.30.2020	CITY RESUBMITTAL/ADD. #9
7	02.07.2020	CITY RESUBMITTAL/ADD. #10
8	03.10.2020	CITY RESUBMITTAL/ADD. #11
9	03.17.2020	CITY RESUBMITTAL/ADD. #12
10	04.09.2020	CITY RESUBMITTAL/ADD. #13
11	04.28.2020	CITY RESUBMITTAL/ADD. #14
12	05.04.2020	CITY RESUBMITTAL/ADD. #15
13	05.08.2020	CITY RESUBMITTAL/ADD. #16
14	05.19.2020	DNR COMMENTS
15	06.03.2020	VE PROPOSALS

Design/Drawn: JRK/MSS/CHG/EWOK/WH
Approved: TAT/WH

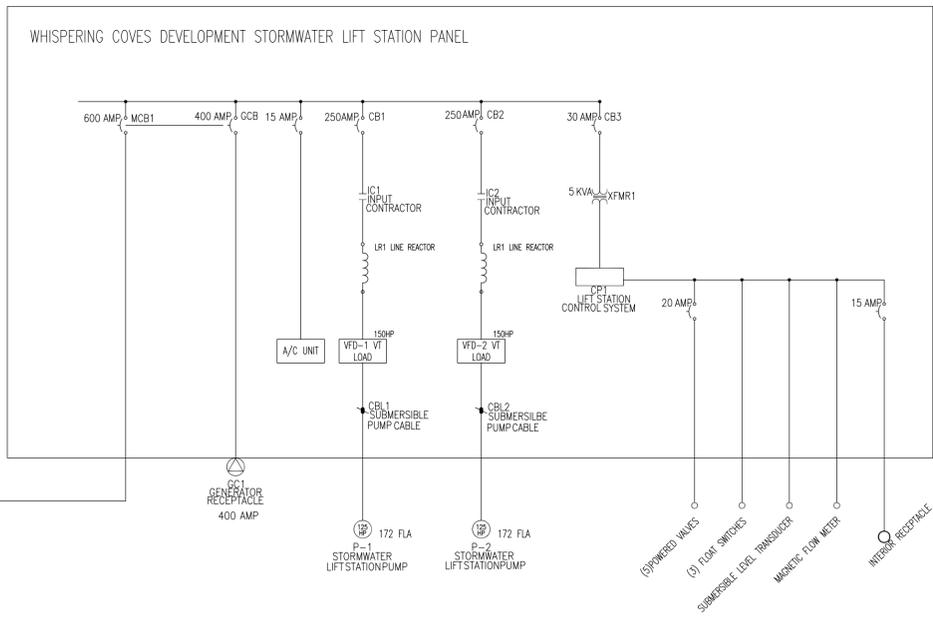
SHEET TITLE:
**FORCEMAIN OUTLET &
INLET PLAN & PROFILES**

SHEET NUMBER:
C12.4

JSD PROJECT NO: 17-7777

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.

#	Date:	Description:
1	05.30.2019	FINAL PLAT SUBMITTAL
2	06.17.2019	BID SET
3	09.05.2020	CITY SUBMITTAL/ADDENDUM #3
4	10.14.2020	CITY RESUBMITTAL/ADD. #5
5	10.24.2020	CITY RESUBMITTAL/ADD. #6
6	12.30.2020	CITY RESUBMITTAL/ADD. #9
7	02.07.2020	CITY RESUBMITTAL/ADD. #10
8	03.10.2020	CITY RESUBMITTAL/ADD. #11
9	03.17.2020	CITY RESUBMITTAL/ADD. #12
10	04.09.2020	CITY RESUBMITTAL/ADD. #13
11	04.28.2020	CITY RESUBMITTAL/ADD. #14
12	05.04.2020	CITY RESUBMITTAL/ADD. #15
13	05.08.2020	CITY RESUBMITTAL/ADD. #16
14	05.19.2020	DNR COMMENTS
15	06.03.2020	VE PROPOSALS

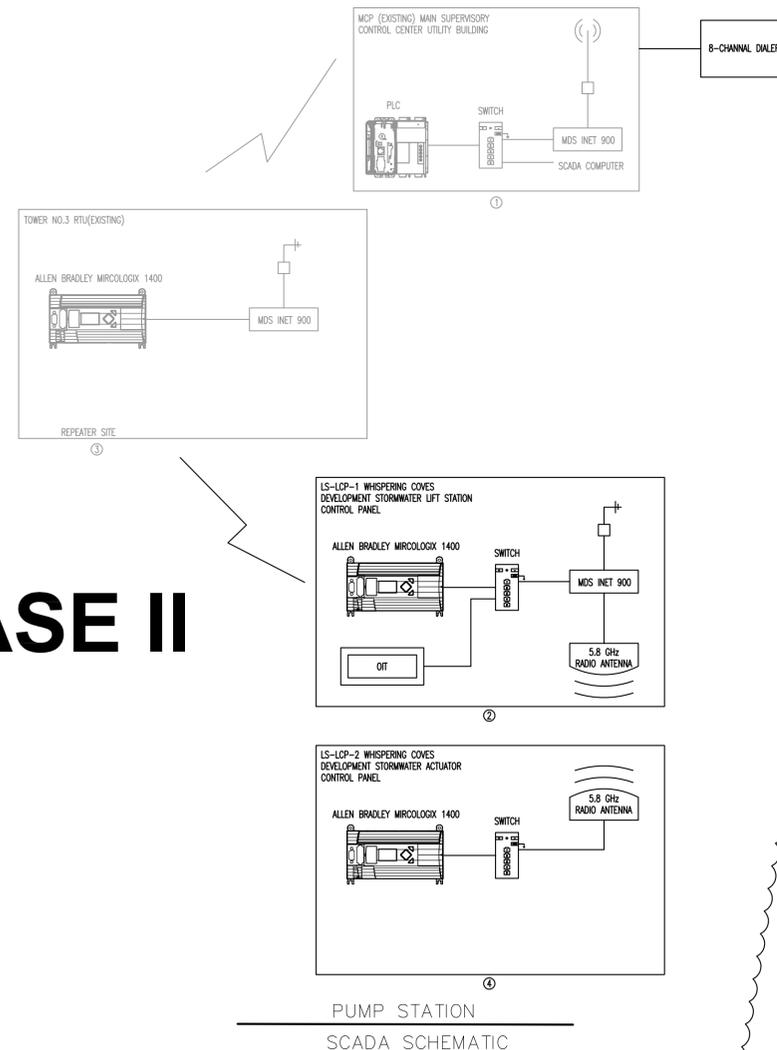


NOTE: GENERATOR RECEPTACLE SIZE IS LIMITED TO 400 AMP SO ONLY ONE (1) PUMP WILL BE ABLE TO RUN WHEN HOOKED UP TO A PORTABLE GENERATOR.

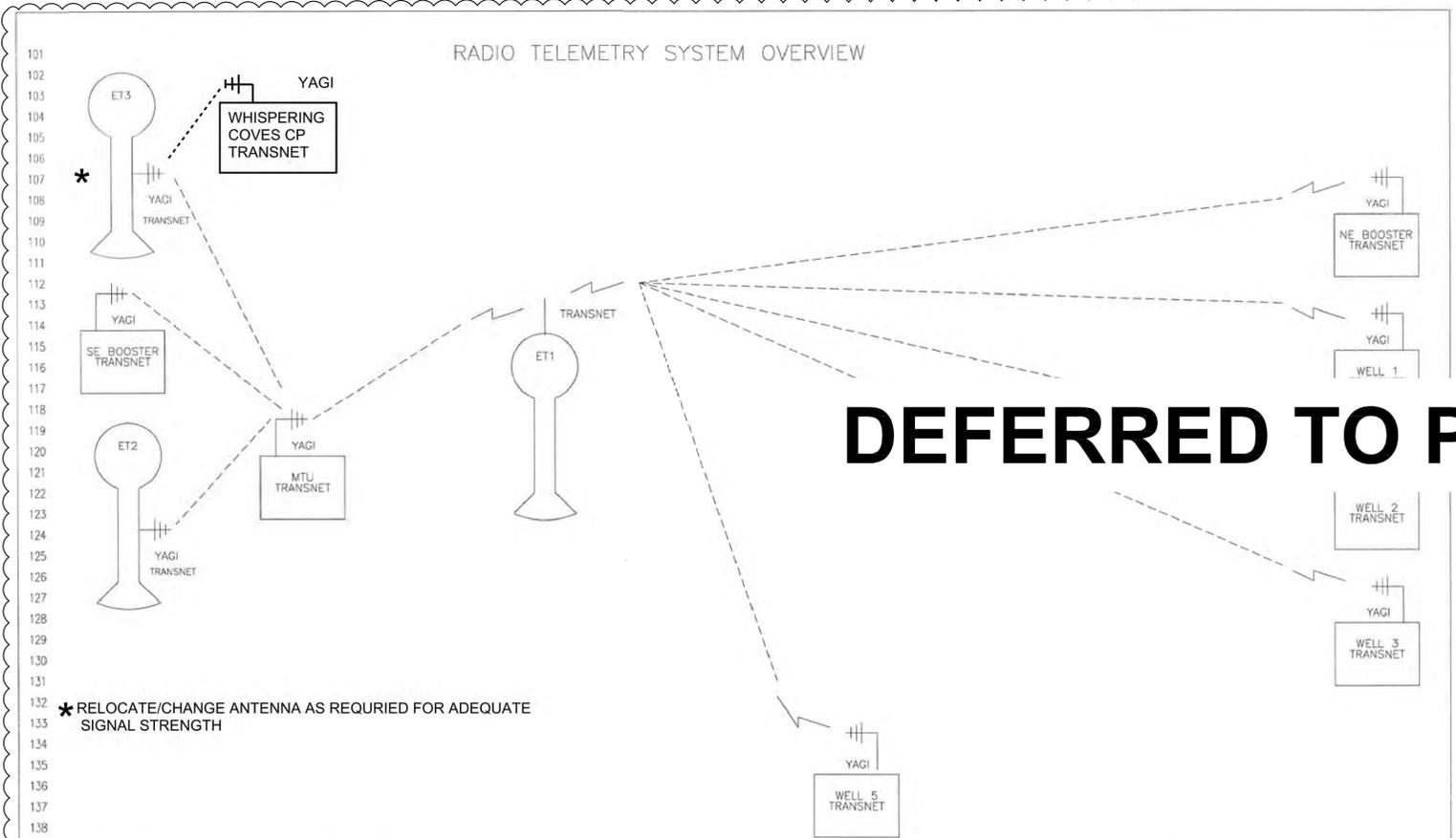
PUMP STATION
CONTROL PANEL SCHEMATIC

VERONA WATER SCADA MODS

- EXISTING MAIN SUPERVISORY CONTROL CENTER TO BE MODIFIED AS FOLLOWS:
 - MODIFY EXISTING PLC TO INCORPORATE ALARM MONITORING OF THE WHISPERING COVES DEVELOPMENT SITE.
 - MODIFY EXISTING WONDERWARE HMI SOFTWARE TO INCORPORATE ALARM MONITORING OF THE WHISPERING COVES DEVELOPMENT SITE.
 - PROVIDE NEW RACO VERBATIM 8-CHANNEL AUTO-DIALER DEDICATED TO THE CITY'S STORMWATER UTILITY. PROGRAM EXISTING PLC (ADD I/O CARDS AS NEEDED) AND NEW DIALER FOR THE WHISPERING COVES DEVELOPMENT SITE.
- PROVIDE NEW PLC BASED CONTROL PANEL AS INDICATED. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- PROVIDE PLC PROGRAMMING AS NEEDED TO THE EXISTING TOWER NO. 3 RTU WHICH WILL ACT AS A REPEATER SITE. RELOCATE/CHANGE ANTENNA AS REQUIRED FOR ADEQUATE SIGNAL STRENGTH.



RADIO TELEMETRY SYSTEM OVERVIEW



DEFERRED TO PHASE II

L. W. ALLEN, INC. AND ITS ALTRONEX CONTROL SYSTEMS DIVISION CLAIM PROPRIETARY RIGHTS TO THIS DRAWING AND TECHNICAL DATA THEREIN. THIS MATERIAL IS PROVIDED IN STRICT CONFIDENCE FOR ENGINEERING INFORMATION ONLY AND DOES NOT CONVEY ANY DUPLICATION, DISCLOSURE, OR MANUFACTURING RIGHTS WITHOUT WRITTEN PERMISSION OF L. W. ALLEN, INC.		WATER SYSTEM TELEMETRY LAYOUT		F		L		INSTALLATION PANEL LOCATION		ALTRONEX CONTROL SYSTEMS 4633 TOMPKINS DRIVE MADISON, WI, 53716 (608) 222-8622	
DESIGNER	M.KANE	DATE	09/14/12	REV	A	DESCRIPTION	WELL 5 ADDITION	DATE	05/13/12	INITIALS	AD
APP	M.KANE	DATE	09/14/12	REV	B	DESCRIPTION	FIELD REVISIONS	DATE	05/14/12	INITIALS	AD
1 OF 1		DRAWING		D12229-B		PROJECT		VERONA, WI		PAGE	

#	Date:	Description:
1	05.30.2019	FINAL PLAT SUBMITTAL
2	06.17.2019	BID SET
3	09.05.2020	CITY SUBMITTAL/ADDENDUM #3
4	10.14.2020	CITY RESUBMITTAL/ADD. #5
5	10.24.2020	CITY RESUBMITTAL/ADD. #6
6	12.30.2020	CITY RESUBMITTAL/ADD. #9
7	02.07.2020	CITY RESUBMITTAL/ADD. #10
8	03.10.2020	CITY RESUBMITTAL/ADD. #11
9	03.17.2020	CITY RESUBMITTAL/ADD. #12
10	04.09.2020	CITY RESUBMITTAL/ADD. #13
11	04.28.2020	CITY RESUBMITTAL/ADD. #14
12	05.04.2020	CITY RESUBMITTAL/ADD. #15
13	05.08.2020	CITY RESUBMITTAL/ADD. #16
14	05.19.2020	DNR COMMENTS
15	06.03.2020	VE PROPOSALS

Design/Drawn: JRK/MSS/CHG/EWOK/WH
Approved: TAT/WHD

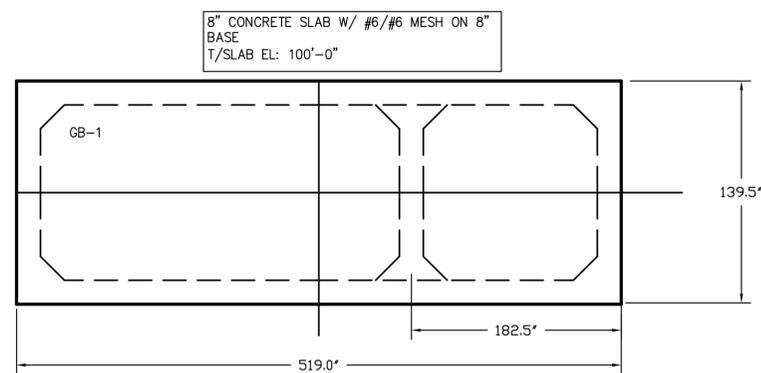
SHEET TITLE:
**STORMWATER - PUMP
STATION DETAILS**

SHEET NUMBER:

C12.10

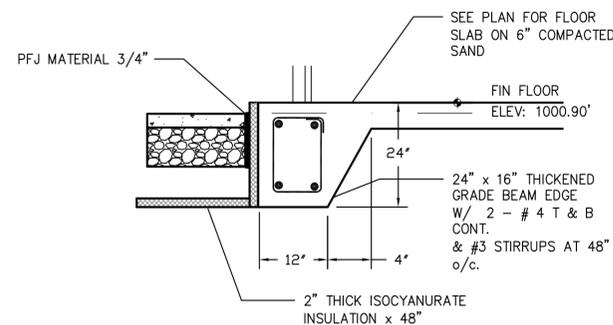
JSD PROJECT NO: 17-7777

DEFERRED TO PHASE II

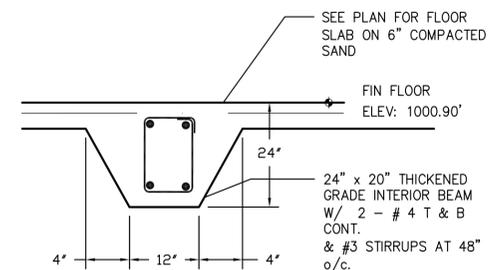


NOTES:
1. CONTRACTOR SHALL SUBMIT FINAL PAD DIMENSIONS WITH ENCLOSURE SUBMITTAL.

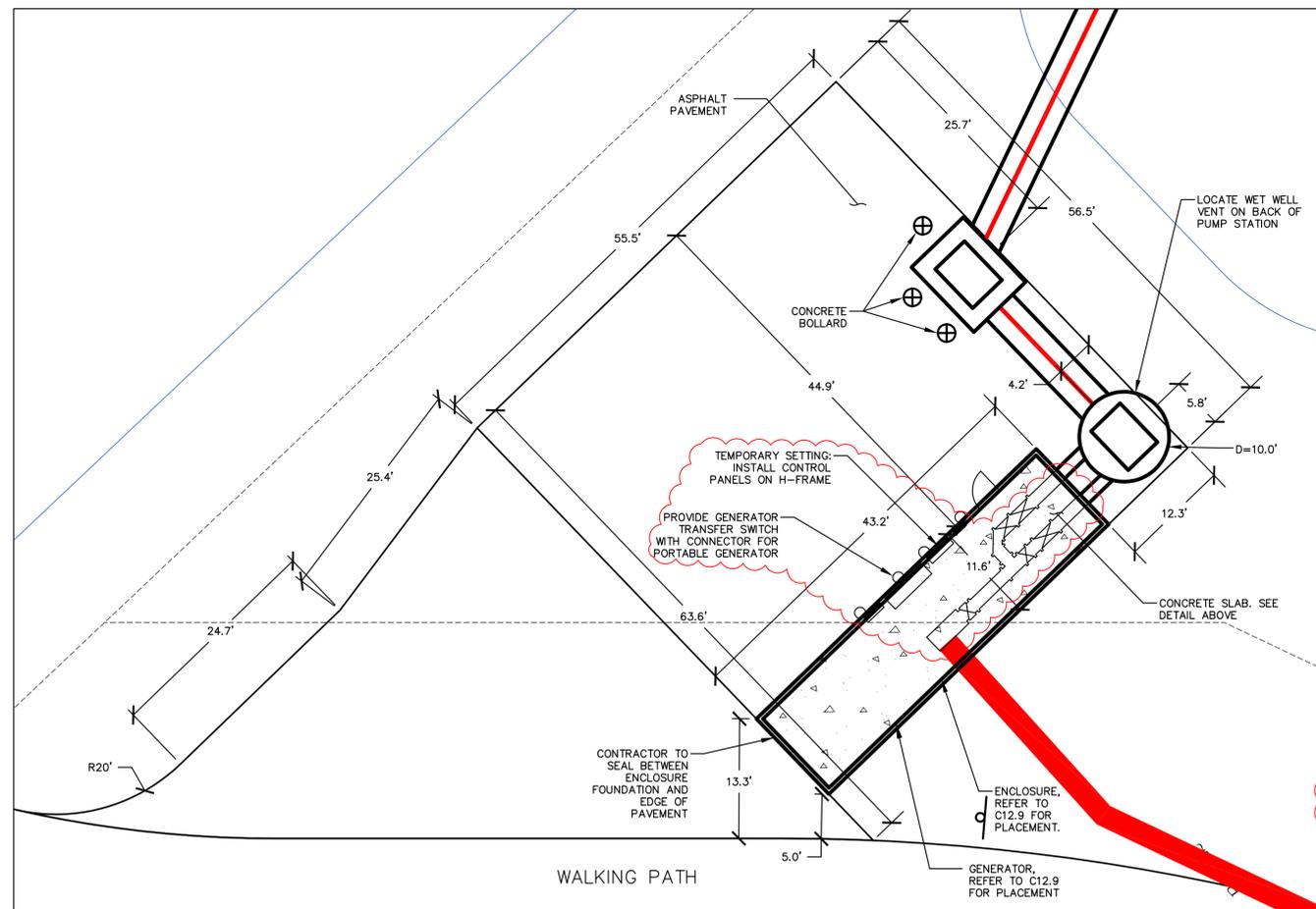
CONCRETE SLAB
N.T.S



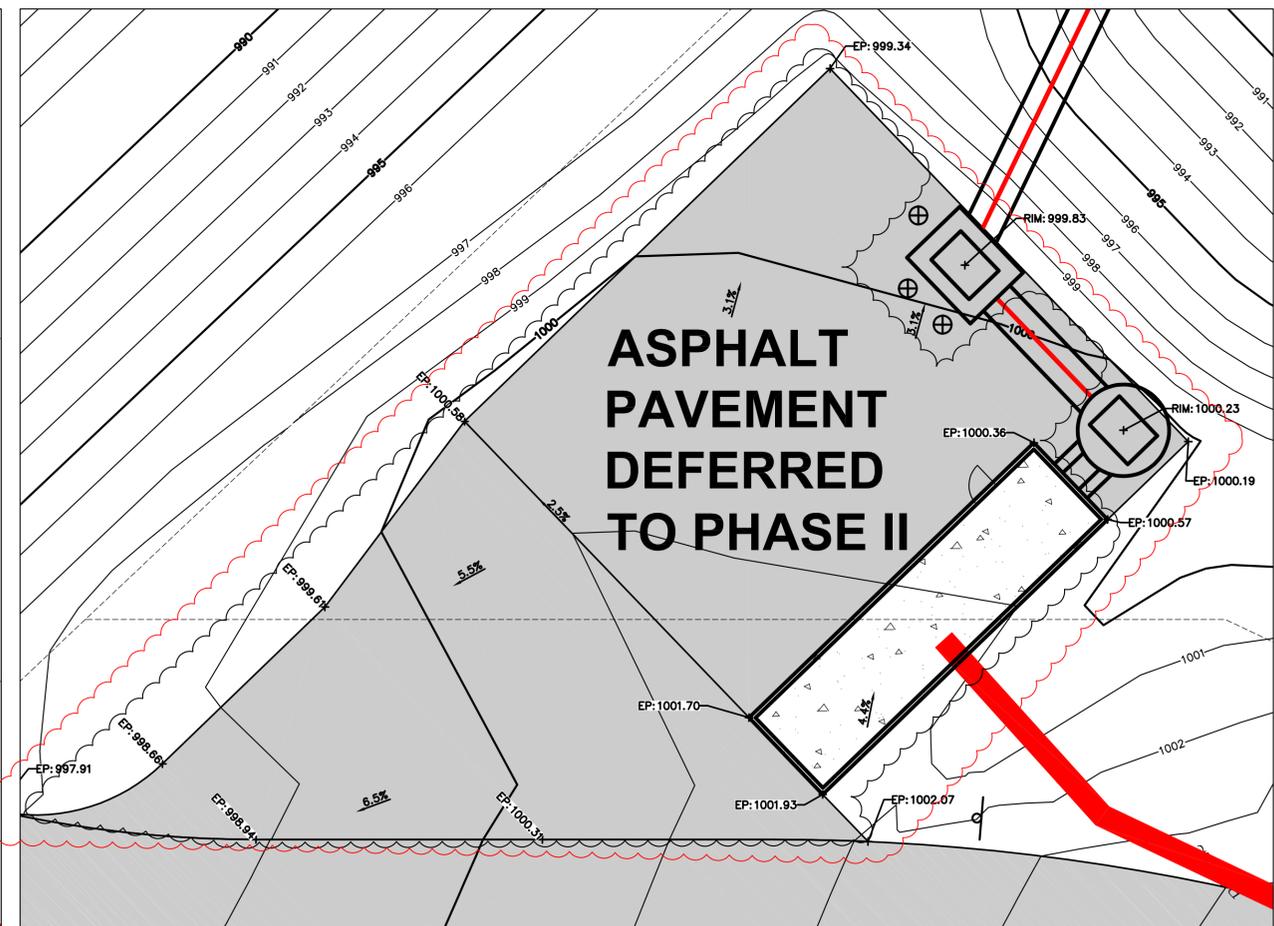
EXTERIOR GRADE BEAM
N.T.S



INTERIOR GRADE BEAM
N.T.S



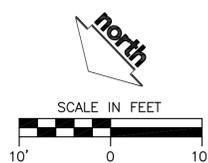
PUMP STATION SITE PLAN



PUMP STATION GRADING PLAN

GENERAL NOTES

- CONDUITS FOR ELECTRIC SERVICES SHALL BE AS REQUIRED BY THE UTILITY.
- ALL DIMENSIONS ARE TO EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.



CLIENT:



CLIENT ADDRESS:
161 HORIZON DRIVE, SUITE 101A
VERONA, WI, 53593

PROJECT:
**WHISPERING COVES
DEVELOPMENT**

PROJECT LOCATION:
CITY OF VERONA, WI
DANE COUNTY

PLAN MODIFICATIONS:

#	Date	Description
1	10/04/18	SWMP CITY SUBMITTAL
2	01/03/19	PRELIMINARY PLAT SUBMITTAL
3	02/28/19	P-PLAT RESUBMITTAL
4	03/28/19	P-PLAT RESUBMITTAL
5	09/12/19	P-PLAT RESUBMITTAL
6	10/01/19	P-PLAT RESUBMITTAL
7	10/14/19	P-PLAT RESUBMITTAL
8	10/24/19	P-PLAT RESUBMITTAL
9		
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Design/Drawn: JRK/MSS/CHG/EWO
Approved: TAT/WHD

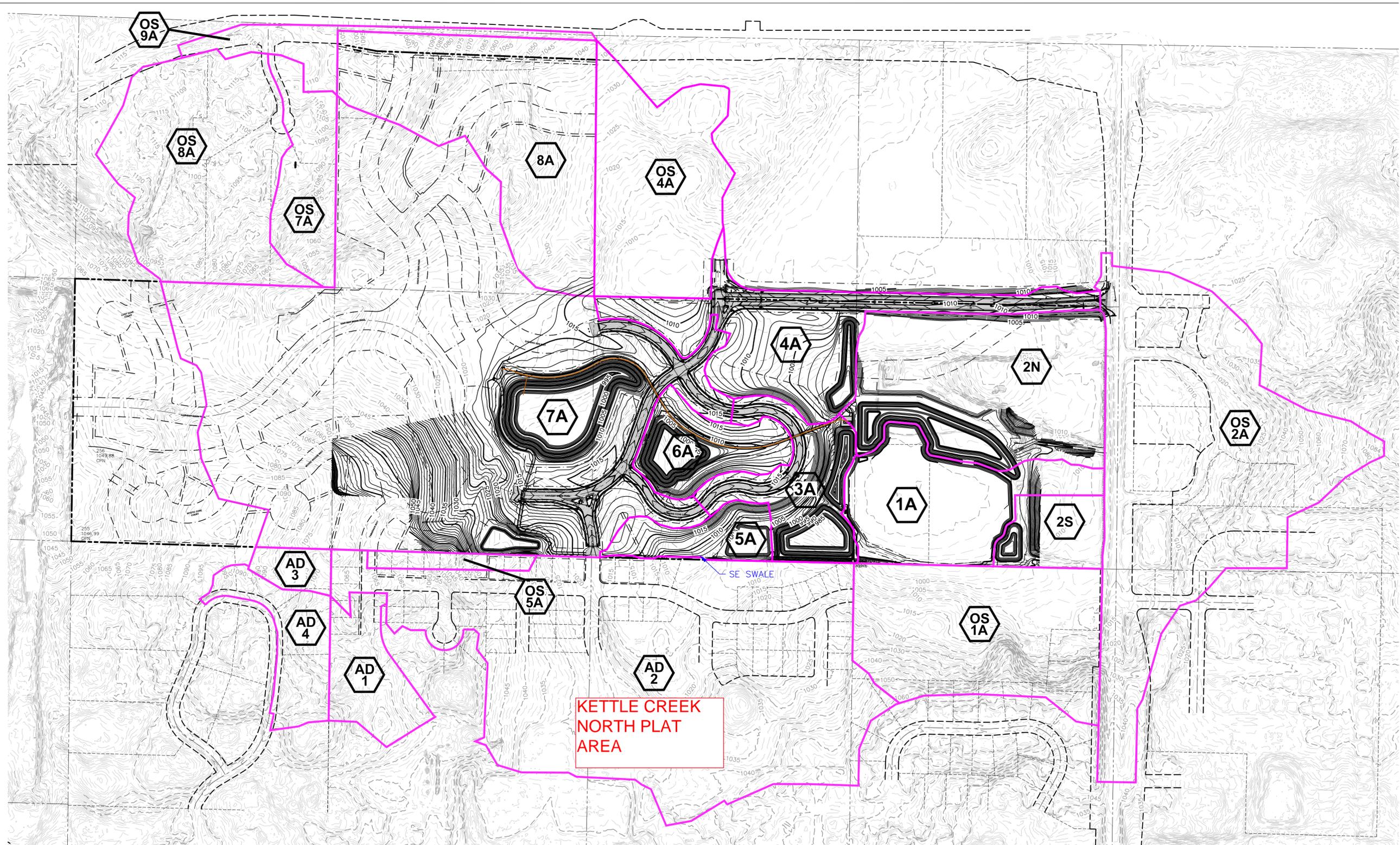
SHEET TITLE:
**PROPOSED PHASE 1
WATERSHED MAP -
CONTOURS**

SHEET NUMBER:

SW1.2

JSD PROJECT NO:

17-7777

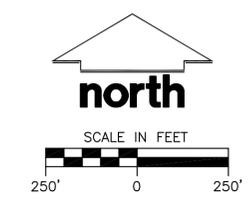


LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	LOT LINE
	PROPOSED WATERSHED BOUNDARY
	PROPOSED POND/DRAINAGE FEATURE
	PROPOSED FORCE MAIN

WATERSHED NOTES

<p>WATERSHED A = 353.71 ACRES, 24.1% IMPERVIOUS</p> <p>SUBWATERSHED 1A = 12.22 ACRES, 10.6% IMPERVIOUS TIME OF CONCENTRATION = 6.0 MINUTES</p> <p>SUBWATERSHED 2N = 20.77 ACRES, 80.2% IMPERVIOUS TIME OF CONCENTRATION = 10.0 MINUTES</p> <p>SUBWATERSHED 2S = 4.18 ACRES, 74.5% IMPERVIOUS TIME OF CONCENTRATION = 10.0 MINUTES</p> <p>SUBWATERSHED 3A = 8.22 ACRES, 37.0% IMPERVIOUS TIME OF CONCENTRATION = 15.0 MINUTES</p> <p>SUBWATERSHED 4A = 15.23 ACRES, 65.7% IMPERVIOUS TIME OF CONCENTRATION = 15.0 MINUTES</p> <p>SUBWATERSHED 5A = 3.95 ACRES, 39.9% IMPERVIOUS TIME OF CONCENTRATION = 15.0 MINUTES</p> <p>SUBWATERSHED 6A = 5.84 ACRES, 29.9% IMPERVIOUS TIME OF CONCENTRATION = 15.0 MINUTES</p>	<p>SUBWATERSHED 7A = 85.36 ACRES, 10.7% IMPERVIOUS TIME OF CONCENTRATION = 32.9 MINUTES</p> <p>SUBWATERSHED 8A = 22.87 ACRES, 12.3% IMPERVIOUS TIME OF CONCENTRATION = 22.9 MINUTES</p> <p>SUBWATERSHED OS 1A = 19.00 ACRES, 5.3% IMPERVIOUS TIME OF CONCENTRATION = 31.0 MINUTES</p> <p>SUBWATERSHED OS 2A = 39.58 ACRES, 30.4% IMPERVIOUS TIME OF CONCENTRATION = 31.0 MINUTES</p> <p>SUBWATERSHED OS 4A = 15.75 ACRES, 0.0% IMPERVIOUS TIME OF CONCENTRATION = 27.2 MINUTES</p> <p>SUBWATERSHED OS 5A = 1.59 ACRES, 38.0% IMPERVIOUS TIME OF CONCENTRATION = 10.0 MINUTES</p> <p>SUBWATERSHED OS 7A = 6.70 ACRES, 12.0% IMPERVIOUS TIME OF CONCENTRATION = 51.9 MINUTES</p> <p>SUBWATERSHED OS 8A = 20.5 ACRES, 12.0% IMPERVIOUS TIME OF CONCENTRATION = 51.9 MINUTES</p>	<p>SUBWATERSHED OS 9A = 4.19 ACRES, 60.1% IMPERVIOUS TIME OF CONCENTRATION = 28.8 MINUTES</p> <p>SUBWATERSHED AD1 = 5.56 ACRES, 37.9% IMPERVIOUS TIME OF CONCENTRATION = 30.4 MINUTES</p> <p>SUBWATERSHED AD2 = 54.98 ACRES, 30.0% IMPERVIOUS TIME OF CONCENTRATION = 45.2 MINUTES</p> <p>SUBWATERSHED AD3 = 1.80 ACRES, 12.0% IMPERVIOUS TIME OF CONCENTRATION = 45.2 MINUTES</p> <p>SUBWATERSHED AD4 = 5.42 ACRES, 12.0% IMPERVIOUS TIME OF CONCENTRATION = 30.4 MINUTES</p>
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