

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 143-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Number 59281108031.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: 12/3/18

MEETING DATE: 12/11/18

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The Wisconsin Power and Light Company (Alliant Energy) has requested a 10' x 15' easement on the City Hall parcel to provide space for electrical equipment required for City Hall.

STAFF COMMENTS: The Department of Public Works reviewed this proposal and has no issues with the proposed easement.

ACTION REQUESTED: Motion to recommend the Common Council approve Res. No. 143-18-19 authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Number 59281108031.

ATTACHMENTS:

- I. Res. No. 143-18-19
- II. Proposed Easement

III


4.6.

Res. No. 143 - 18 - 19. By Alderperson Wolf. December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Number 59281108031.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

Public Works



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Document No.

**EASEMENT UNDERGROUND
ELECTRIC**

The undersigned Grantor(s) the City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the City of Sheboygan, County of Sheboygan, State of Wisconsin, said "Easement Area" to be Ten (10) feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s)

59281108031

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (is) _____

This instrument drafted by

Perri Petropoulos – MI-Tech

Checked by
Ben Kohout
WR#4077509
November 27, 2018

Project Title:	New York Ave - Sheboygan
ERP Activity ID:	WR#4077509
Tract No.:	3
REROW No.:	

Exhibit A

GRANTOR'S PARCEL:

Lot Seven (7), the West fifty-five (55) feet of Lot Nine (9), all of Lot Eight (8), The East Five (5) feet of the North 52.45 feet of Lot Nine (9) and the West 1.80 feet of the North 52.45 feet of Lot Ten (10), all in Block One Hundred Fifty-One (151) of the Original Plat of Sheboygan, City of Sheboygan, Sheboygan County, Wisconsin.

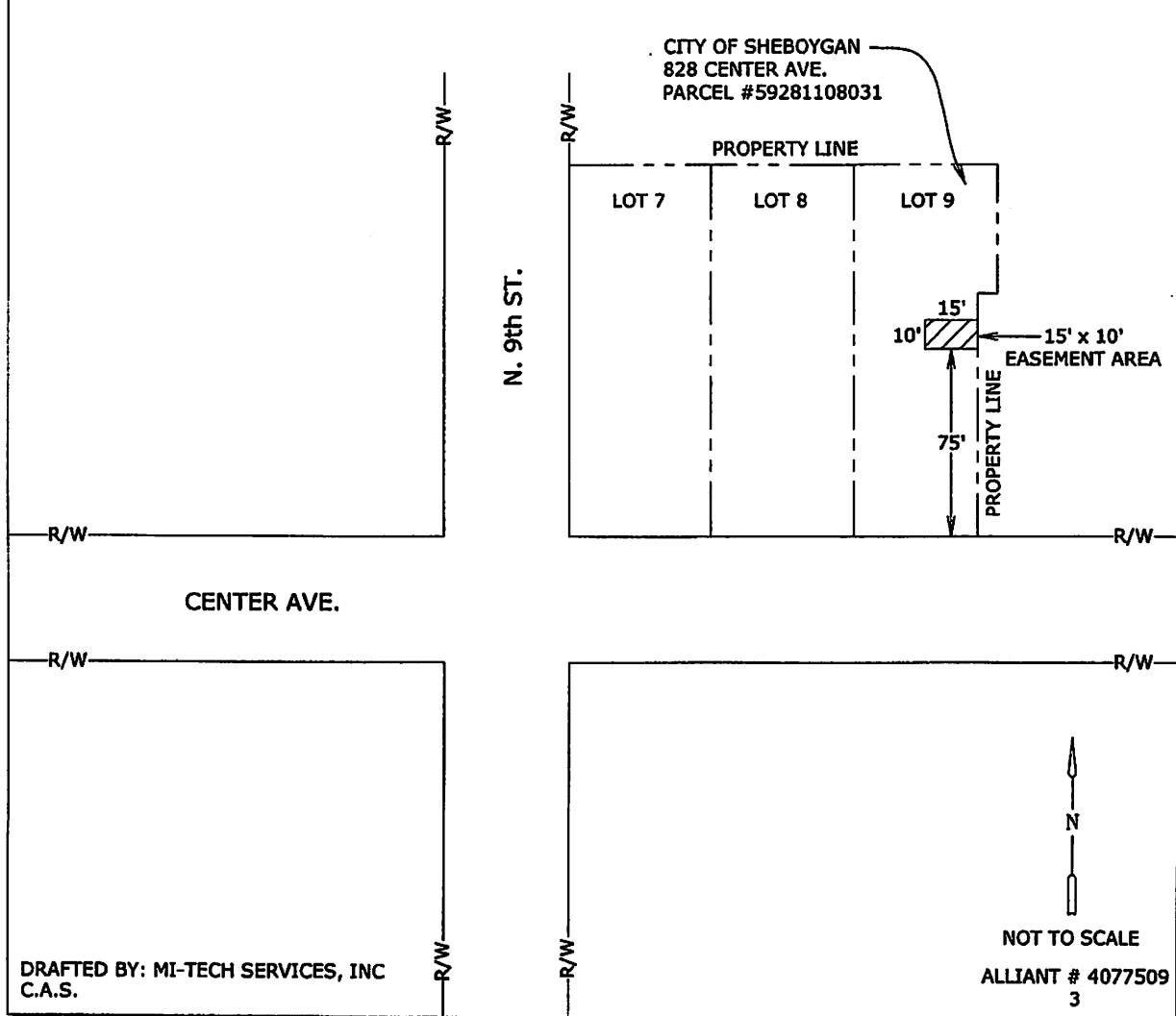
EASEMENT AREA:

A strip of land Ten (10) feet in width being a part of the above described, said easement being more particularly described and shown on attached Exhibit B, incorporated into and made a part hereof by reference

Northeast Quarter (NE1/4) of the Southwest Quarter (SE ¼) of Section 23, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin

EXHIBIT "B"

A STRIP OF LAND TEN (10) FEET IN WIDTH BEING A PART OF THE WEST FIFTY-FIVE (55) FEET OF LOT NINE (9), BLOCK ONE HUNDRED FIFTY ONE (151) OF THE ORIGINAL PLAT OF SHEBOYGAN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



DRAFTED BY: MI-TECH SERVICES, INC
C.A.S.

NOT TO SCALE
ALLIANT # 4077509
3

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 144-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Numbers 59281107420 and 59281107440.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: 12/3/18

MEETING DATE: 12/11/18

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The Wisconsin Power and Light Company (Alliant Energy) has requested a 10' x 195' easement in the Mead Public Library parking lot to provide updated services to the Library.

STAFF COMMENTS: The Department of Public Works reviewed this proposal and has no issues with the proposed easement.

ACTION REQUESTED: Motion to recommend the Common Council approve Res. No. 144-18-19 authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Numbers 59281107420 and 59281107440.

ATTACHMENTS:

- I. Res. No. 144-18-19
- II. Proposed Easement

III


4.7

Res. No. 144- 18 - 19. By Alderperson Wolf. December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Numbers 59281107420 and 59281107440.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

Public Works



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Document No.

**EASEMENT UNDERGROUND
ELECTRIC**

The undersigned Grantor(s) the City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the City of Sheboygan, County of Sheboygan, State of Wisconsin, said "Easement Area" to be Ten (10) feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

- 1. Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
- 2. Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- 3. Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- 4. Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- 5. Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- 6. Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- 7. Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- 8. Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- 9. Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- 10. Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s)

59281107420 & 5981107440

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (is) _____

This instrument drafted by

Perrri Petropoulos – MI-Tech

Checked by
Ben Kohout
WR#4077504
November 27, 2018

Project Title:	Wisconsin Ave - Sheboygan
ERP Activity ID:	WR#4077504
Tract No.:	3
REROW No.:	

Exhibit A

GRANTOR'S PARCEL:

Lot Three (3), Lot Four (4), Lot Five (5), and Lot Six (6), all in Block One Hundred-Thirty (130) of the Original Plat of Sheboygan, City of Sheboygan, Sheboygan County, Wisconsin.

EASEMENT AREA:

A strip of land Ten (10) feet in width and One Hundred Ninety-five (195) feet in length being a part of Lot Three (3), Lot Four (4), Lot Five (5), and Lot Six (6), all in Block One Hundred-Thirty (130) of the Original Plat of Sheboygan. The Southerly line of the easement is located Thirteen (13) feet North of the Northerly line of the vacated alley with the Westerly boundary of the easement abutting the West property line of Lot Six (6), the said easement being more particularly described and shown on attached Exhibit B, incorporated into and made a part hereof by reference.

Located in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Grantor's Deeds recorded on May 11, 1973, as Document No. 959623 and on October 5, 1973, as Document No. 956358 both recorded in the office of the Register of Deeds in and for Sheboygan County, Wisconsin.

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 146 - 18 - 19. By Alderperson Wolf. December 11, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Excel Engineering, Inc., for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger State Lofts.

WHEREAS, the proposal for services submitted by Excel Engineering, Inc. was considered the most effective after being reviewed by the Department of Public Works.

RESOLVED: That the proposal of Excel Engineering, Inc. for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects is deemed most effective, and the appropriate City officials are hereby authorized to enter into the attached contract with Excel Engineering, Inc. in an amount not to exceed \$61,400.00; payment from Account No. 4276110-631100.

Public Works

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of

_____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

Agreement Between Client & Excel Engineering, Inc.

This Agreement made the 28th day of November 2018, in Fond du Lac, WI between Excel Engineering, Inc. (here in after referred to as Excel Engineering) of Fond du Lac, WI and the "Client" below.

Client: City of Sheboygan Client Contact: David Biebel - Dept. of Public Works
Address: 2026 New Jersey Avenue Project Name: Sheboygan Street Reconstruction Projects
Sheboygan, WI 53081 Project Location: Sheboygan, WI
Project #: 1863240

1. Scope of Services. Excel Engineering shall provide the following service:
See Exhibit B

2. Compensation. Compensation for Excel Engineering services will be performed as noted below. Allowance items will be invoiced per Billing Rates in Article 2.2.

<u>LUMP SUM FEE:</u>	<u>Amount</u>
Civil Engineering and Survey	\$49,900
Geotechnical Soil Borings and Report	\$6,000
<u>ALLOWANCE ITEMS:</u>	
Reimbursable Expenses (Article 2.1)	\$5,500
Total Compensation (PO Amount)	\$61,400

ALTERNATES:

Alternate 1: Colored project presentation plan \$2,000
Alternate 2: Easement legal description and exhibit (each) \$600

Services requested after signing this Agreement shall be compensated on a Lump Sum basis or at Billing Rates set forth in Article 2.2. Client and Excel Engineering shall agree on compensation for additional services prior to performing same.

2.1 - Reimbursable Expenses. - Excel Engineering shall be paid for the following reimbursable expenses: Mileage at \$.54/mile, Overnight per diem at \$35/night; Plan Review Fees, UPS, Postage, Plans Airfare, Hotels, Rental cars, Tolls and Parking at Cost.

2.2 - Billing Rates. Principal \$190/hr, Sr. Project Manager \$167/hr, Project Manager \$150/hr, Project Assistant 2 \$80/hr, Sr. Engineer/Architect \$135/hr, Engineer 2/Architect 2 \$122/hr, Engineer 1/Architect 1 \$109/hr, Sr. Interior Designer \$109/hr, Tech 3 \$90/hr, Tech 2 \$79/hr, Tech 1 \$68/hr, Intern \$51/hr, and Sr. Crew Chief \$99/hr.

3. Payment. Client shall make payment to Excel Engineering as follows:

3.1 Initial Payment. Client shall make an initial payment of \$0.00 to Excel Engineering upon execution of this Agreement. This payment shall be credited back to Client on the first invoice.

3.2 Monthly Payment. Invoices will be submitted on a monthly basis. Payments shall be made within twenty (20) days of date of invoice. Payments not paid timely shall accrue interest at the rate of one percent (1%) per month.

4. Exhibit. The Terms & Conditions on Exhibit A are part of this Agreement.

CLIENT: **City of Sheboygan**

Excel Engineering, Inc.

Signature: _____

Signature:  _____

David Biebel - Dept. of Public Works

Jason Daye

Title: Director of Public Works

Title: Sr. Project Manager

(Unless signed and returned to Excel Engineering within 30 days from the date above, this offer will expire.)

Exhibit A - TERMS & CONDITIONS

1. Standard of Care. Excel Engineering will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our services, geographic area and under the similar budgetary constraints. No other warranty, expressed or implied is made.

2. Project Information. The Client will make available to Excel Engineering all known information regarding existing and proposed conditions, requirements and all other information that may affect the cost, progress, safety and performance of the work. If new information becomes available during Excel Engineering's work, Client will provide information to Excel Engineering in a timely manner and negotiate a change in the fixed sum if the information results in additional time to complete work.

3. Access to Project Site. Excel Engineering shall have access to the Project site at all times necessary in order to permit Excel Engineering to fulfill its obligations under this Agreement. Excel Engineering agrees that it shall fulfill its duties and obligations under this Agreement in a manner that shall not interfere with Client's operation.

4. Inclement Weather. If there is a substantial weather affecting the scope of work, Excel Engineering and client agree to negotiate additional fees to cover time needed to complete the scope of work. Substantial weather conditions include, but not limited to, extensive rain, high winds, snow greater than two (2) inches and ice.

5. NOTICE OF LIEN RIGHTS. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, EXCEL ENGINEERING HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THE FIRST FURNISHED LABOR OF MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

6. Termination. This Agreement may be terminated by either party for justifiable reasons after sending a seven day of a written notice. Excel Engineering shall be compensated for all services that are provided under this Agreement through the effective date of the termination, plus all expenses directly attributable to the termination.

7. Insurance. Excel Engineering agrees to maintain insurance as outlined on Certificate of Insurance. The parties mutually waive all rights to subrogation against each other and their insurers, which may hereafter arise as a result of loss or payment by a party's insurance carrier. The parties further agree to secure waivers, if necessary, from their respective carriers in order to give effect to the waiver of subrogation set forth above. Client shall ensure that Client's Suppliers and Contractors are properly insured and carry adequate amounts of liability insurance taking into consideration the size and scope of the Project.

8. Consequential Damages. Excel Engineering and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver shall include, but is not limited to, all consequential damages due to either party's termination. The Client's sole source of recovering any of its damages from Excel Engineering shall be damages that are covered by Excel Engineering's insurance policies noted above and are limited to the amount noted in article 9 below.

9. Limitation of Liability. The Client agrees that Excel Engineering, Inc.'s (Excel) maximum liability for any negligent errors or omissions committed by Excel in the performance of this Agreement will be limited to amount of our fees received for this Agreement.

10. Allowances. An "Allowance" represents an estimated amount for a service where a lump sum amount cannot be established. Excel Engineering will invoice against the Allowance using the published billing rates.

11. Purchase Order. In the event the Client issues a purchase order, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement.

12. Assignments. Neither the Client nor Excel Engineering may assign the duties or interest in this agreement without the consent of the other party.

13. Severability. The provisions of this Agreement shall be severable. If any of the provisions are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

14. Applicable Law. The parties agree that this agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

15. Entire Agreement. This Agreement represents the entire Agreement between the Client and Excel Engineering and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only in written instrument signed by both the Client and Excel Engineering.

Exhibit B – City of Sheboygan Street Reconstruction/Utility Relay Projects

Project Scope:

Street Reconstruction Scope:

- Illinois Avenue from Advance Disposal (west) to S. 10th Street (east)
- Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east)
- S. 11th Street from Indiana Avenue (south) to Maryland Avenue (north)
- S. 10th Street from Indiana Avenue (south) to Illinois Avenue (north)
- Scope includes reconstruction of roadway base and concrete surface, concrete curb and gutter, concrete sidewalks, street lighting, and terrace landscaping.

Sanitary Sewer Relay Construction Scope:

- Abandon both sanitary sewer mains and combine into one new sewer main in Illinois Avenue from Advance Disposal (west) to S. 10th Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines. Possibly connect existing sanitary sewer main in S. 10th Street into new sewer main in Illinois Avenue.
- Relay of a new sanitary sewer main in Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines.

Storm Sewer Relay Construction Scope:

- Relay new storm sewer main in Illinois Avenue from Advance Disposal (west) to the Sheboygan River (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines. Reconnect the existing storm sewer or provide new in S. 10th Street south of Illinois Avenue.
- Relay new storm main in S. 11th Street from Indiana Avenue (south) and connect into new storm sewer main in Illinois Avenue (north). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.
- Relay new storm line in Maryland Avenue from S. 11th street (west) to S. Commerce Street (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.

Project Assumptions:

- Water main design and permitting is covered under separate contract with the Sheboygan Water Utility; however the water main design plans will be incorporated into the same plan set.
- Stormwater Quality requirements to be met in the new storm structures.
- No environmental permitting will be required (any contaminated soils discovered during construction will be landfilled).
- No traffic study is required.
- No construction administration, bidding, or construction inspection assistance will be required.
- No state historical or archeological site investigation will be required.
- No replacement of utility laterals on private property will be required.
- Construction staking will be provided through the contractor.
- City to provide roadway specifications, standard details, and utility special provisions.
- City to provide sanitary and storm sewer main sizing and location.
- City to provide existing electrical conduit /circuiting diagrams for existing street lighting.
- Post construction as-built drawings to be completed by the City.

Civil Engineering Scope of Services

- City and State Code/Specifications Review
- Overall Project Plan
- Roadway and Utility Removal/Demolition Plans
- Roadway and Utility Plan and Profiles including Erosion Control
- Detailed Intersection Plans
- Electrical Conduit / Street Lighting Plans
- Terrace Landscape (trees) and Stabilization Plans
- Permanent Street Signage / Pavement Marking Plans
- Construction Traffic Control Plans
- Stormwater Management Plan
- Construction Specifications / Special Provisions / Construction Details
- Engineers opinion of probably cost
- Bidding Tabulation
- Dry utility company coordination
- Review of geotechnical soil boring information to determine impacts on design/construction.

- Preparation and Submission of final plan set and supporting documents to the city for staff review.
- Preparation and Submission of DNR forms and supporting materials and documents for Construction Notice of Intent review.
- Preparation and Submission of DNR forms and supporting materials and documents for Chapter 30 review.
- Preparation and Submission of DNR forms and supporting materials and documents for Sanitary Sewer Main review.
- This price includes submissions of revised site plans based on City/State review comments.
- Attendance at 4 City meetings (Project kick-off, 50% plan review, 90% plan review, meeting to review city staff final review comments).

Survey Scope of Services

- Provide an existing conditions/topographic survey for approximately 1,800 linear feet of street right of way. This area will be added to the approximately 1,700' linear feet of street survey previously completed as part of the Badger Lofts Development project.
- Survey shall include items relevant to civil engineering design such as contours at 1' intervals, asphalt, concrete, gravel, property lines, easements (per title), dry utilities marked by local agencies, water main, hydrants, valves, culverts with flowline elevations, and pertinent sanitary & storm sewer with depths, pipe sizes and materials along with all other visible improvements within the project limits.
- All necessary research will be completed to establish the street right of way lines. The title commitments ordered as part of this project will also be reviewed for any easements or restrictions that may affect the design.
- Elevations shown on survey shall be referenced to the required datum necessary for local approval. All necessary survey control and benchmarks needed for construction will also be established as part of this survey.

Geotechnical Soil Borings and Report/Recommendations

- Complete seven 15'-20' exploratory borings along with preparation a report outlining recommendations and conclusions.
- Report will include the evaluation of the soil and groundwater conditions, recommendations for subgrade preparation and the potential placement of structural fill, validate pavement design, and provide recommendations as necessary for utility installation.



Reimbursable Items

- Mileage, printing, shipping
- Wisconsin DNR NOI review fee
- Wisconsin Chapter 30 review fee
- Property title searches (assumes 7 properties)

Alternates (as required or requested)

- Colored Project Presentation Plan (information or meeting purposes) - \$2,000
- Easement / temporary construction easement legal description and exhibit - \$600 each



EXCEEN00PC

PDEANOVICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2018

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

PRODUCER Jackson Kahl Insurance Services, LLC 17 N Pioneer Road Fond Du Lac, WI 54935	CONTACT: Pamela Deanovich, CISR PHONE (A/C No. Ext): (820) 923-4020 1112 FAX (A/C No.): (888) 216-8880 EMAIL: pdeanovich@jacksonkahl.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance 22543 INSURER B: Evanston Insurance Company 35378 INSURER C: INSURER D: INSURER E: INSURER F:

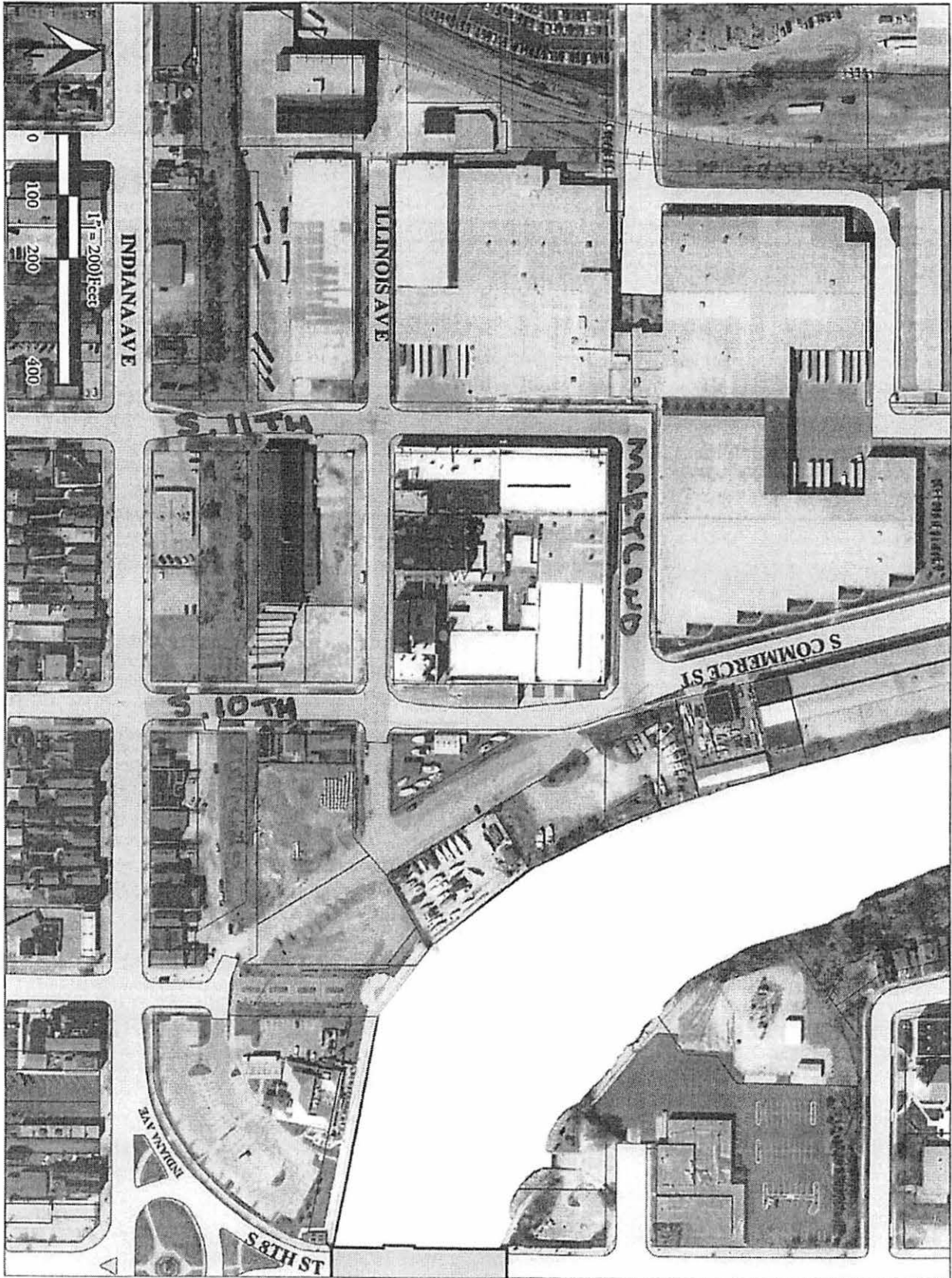
COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL RISKS (YES/NO)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC OTHER:		CP3270800	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A3127279	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED \$ 10,000 <input type="checkbox"/> RETENTION \$		CUS127281	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICIALS/OWNER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC3127280	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	A&E Professional E&O		MKLV7PL0003209	07/01/2018	07/01/2019	Each Claim/Aggregate \$ 5,000,000
A	A&E Professional E&O		WC3127280	07/01/2018	07/01/2019	Deductible \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Insurance for Quoting Purposes

CERTIFICATE HOLDER Excel Engineering, Inc. 100 Camelot Drive Fond du Lac, WI 54935	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Agreement Between Client & Excel Engineering, Inc.

This Agreement made the 28th day of November 2018, in Fond du Lac, WI between Excel Engineering, Inc. (here in after referred to as Excel Engineering) of Fond du Lac, WI and the "Client" below.

Client: City of Sheboygan Client Contact: David Biebel - Dept. of Public Works
Address: 2026 New Jersey Avenue Project Name: Sheboygan Street Reconstruction Projects
Sheboygan, WI 53081 Project Location: Sheboygan, WI
Project #: 1863240

1. Scope of Services. Excel Engineering shall provide the following service:

See Exhibit B

2. Compensation. Compensation for Excel Engineering services will be performed as noted below. Allowance items will be invoiced per Billing Rates in Article 2.2.

LUMP SUM FEE:	Amount
Civil Engineering and Survey	\$49,900
Geotechnical Soil Borings and Report	\$6,000
ALLOWANCE ITEMS:	
Reimbursable Expenses (Article 2.1)	\$5,500
Total Compensation (PO Amount)	\$61,400

ALTERNATES:

Alternate 1: Colored project presentation plan \$2,000
Alternate 2: Easement legal description and exhibit (each) \$600

Services requested after signing this Agreement shall be compensated on a Lump Sum basis or at Billing Rates set forth in Article 2.2. Client and Excel Engineering shall agree on compensation for additional services prior to performing same.

2.1 - Reimbursable Expenses. - Excel Engineering shall be paid for the following reimbursable expenses: Mileage at \$.54/mile, Overnight per diem at \$35/night; Plan Review Fees, UPS, Postage, Plans Airfare, Hotels, Rental cars, Tolls and Parking at Cost.

2.2 - Billing Rates. Principal \$190/hr, Sr. Project Manager \$167/hr, Project Manager \$150/hr, Project Assistant 2 \$80/hr, Sr. Engineer/Architect \$135/hr, Engineer 2/Architect 2 \$122/hr, Engineer 1/Architect 1 \$109/hr, Sr. Interior Designer \$109/hr, Tech 3 \$90/hr, Tech 2 \$79/hr, Tech 1 \$68/hr, Intern \$51/hr, and Sr. Crew Chief \$99/hr.

3. Payment. Client shall make payment to Excel Engineering as follows:

3.1 Initial Payment. Client shall make an **initial payment of \$0.00** to Excel Engineering upon execution of this Agreement. This payment shall be credited back to Client on the first invoice.

3.2 Monthly Payment. Invoices will be submitted on a monthly basis. Payments shall be made within twenty (20) days of date of invoice. Payments not paid timely shall accrue interest at the rate of one percent (1%) per month.

4. Exhibit. The Terms & Conditions on Exhibit A are part of this Agreement.

CLIENT: **City of Sheboygan**

Excel Engineering, Inc.

Signature: _____

Signature:  _____

David Biebel - Dept. of Public Works

Jason Daye

Title: Director of Public Works

Title: Sr. Project Manager

(Unless signed and returned to Excel Engineering within 30 days from the date above, this offer will expire.)

Exhibit A - TERMS & CONDITIONS

- 1. Standard of Care.** Excel Engineering will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our services, geographic area and under the similar budgetary constraints. No other warranty, expressed or implied is made.
- 2. Project Information.** The Client will make available to Excel Engineering all known information regarding existing and proposed conditions, requirements and all other information that may affect the cost, progress, safety and performance of the work. If new information becomes available during Excel Engineering's work, Client will provide information to Excel Engineering in a timely manner and negotiate a change in the fixed sum if the information results in additional time to complete work.
- 3. Access to Project Site.** Excel Engineering shall have access to the Project site at all times necessary in order to permit Excel Engineering to fulfill its obligations under this Agreement. Excel Engineering agrees that it shall fulfill its duties and obligations under this Agreement in a manner that shall not interfere with Client's operation.
- 4. Inclement Weather.** If there is a substantial weather affecting the scope of work, Excel Engineering and client agree to negotiate additional fees to cover time needed to complete the scope of work. Substantial weather conditions include, but not limited to, extensive rain, high winds, snow greater than two (2) inches and ice.
- 5. NOTICE OF LIEN RIGHTS.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, EXCEL ENGINEERING HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THE FIRST FURNISHED LABOR OF MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
- 6. Termination.** This Agreement may be terminated by either party for justifiable reasons after sending a seven day of a written notice. Excel Engineering shall be compensated for all services that are provided under this Agreement through the effective date of the termination, plus all expenses directly attributable to the termination.
- 7. Insurance.** Excel Engineering agrees to maintain insurance as outlined on Certificate of Insurance. The parties mutually waive all rights to subrogation against each other and their insurers, which may hereafter arise as a result of loss or payment by a party's insurance carrier. The parties further agree to secure waivers, if necessary, from their respective carriers in order to give effect to the waiver of subrogation set forth above. Client shall ensure that Client's Suppliers and Contractors are properly insured and carry adequate amounts of liability insurance taking into consideration the size and scope of the Project.
- 8. Consequential Damages.** Excel Engineering and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver shall include, but is not limited to, all consequential damages due to either party's termination. The Client's sole source of recovering any of its damages from Excel Engineering shall be damages that are covered by Excel Engineering's insurance policies noted above and are limited to the amount noted in article 9 below.
- 9. Limitation of Liability.** The Client agrees that Excel Engineering, Inc.'s (Excel) maximum liability for any negligent errors or omissions committed by Excel in the performance of this Agreement will be limited to amount of our fees received for this Agreement.
- 10. Allowances.** An "Allowance" represents an estimated amount for a service where a lump sum amount cannot be established. Excel Engineering will invoice against the Allowance using the published billing rates.
- 11. Purchase Order.** In the event the Client issues a purchase order, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement.
- 12. Assignments.** Neither the Client nor Excel Engineering may assign the duties or interest in this agreement without the consent of the other party.
- 13. Severability.** The provisions of this Agreement shall be severable. If any of the provisions are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 14. Applicable Law.** The parties agree that this agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.
- 15. Entire Agreement.** This Agreement represents the entire Agreement between the Client and Excel Engineering and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only in written instrument signed by both the Client and Excel Engineering.

Exhibit B – City of Sheboygan Street Reconstruction/Utility Relay Projects

Project Scope:

Street Reconstruction Scope:

- Illinois Avenue from Advance Disposal (west) to S. 10th Street (east)
- Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east)
- S. 11th Street from Indiana Avenue (south) to Maryland Avenue (north)
- S. 10th Street from Indiana Avenue (south) to Illinois Avenue (north)
- Scope includes reconstruction of roadway base and concrete surface, concrete curb and gutter, concrete sidewalks, street lighting, and terrace landscaping.

Sanitary Sewer Relay Construction Scope:

- Abandon both sanitary sewer mains and combine into one new sewer main in Illinois Avenue from Advance Disposal (west) to S. 10th Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines. Possibly connect existing sanitary sewer main in S. 10th Street into new sewer main in Illinois Avenue.
- Relay of a new sanitary sewer main in Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines.

Storm Sewer Relay Construction Scope:

- Relay new storm sewer main in Illinois Avenue from Advance Disposal (west) to the Sheboygan River (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines. Reconnect the existing storm sewer or provide new in S. 10th Street south of Illinois Avenue.
- Relay new storm main in S. 11th Street from Indiana Avenue (south) and connect into new storm sewer main in Illinois Avenue (north). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.
- Relay new storm line in Maryland Avenue from S. 11th street (west) to S. Commerce Street (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.

Project Assumptions:

- Water main design and permitting is covered under separate contract with the Sheboygan Water Utility; however the water main design plans will be incorporated into the same plan set.
- Stormwater Quality requirements to be met in the new storm structures.
- No environmental permitting will be required (any contaminated soils discovered during construction will be landfilled).
- No traffic study is required.
- No construction administration, bidding, or construction inspection assistance will be required.
- No state historical or archeological site investigation will be required.
- No replacement of utility laterals on private property will be required.
- Construction staking will be provided through the contractor.
- City to provide roadway specifications, standard details, and utility special provisions.
- City to provide sanitary and storm sewer main sizing and location.
- City to provide existing electrical conduit /circuiting diagrams for existing street lighting.
- Post construction as-built drawings to be completed by the City.

Civil Engineering Scope of Services

- City and State Code/Specifications Review
- Overall Project Plan
- Roadway and Utility Removal/Demolition Plans
- Roadway and Utility Plan and Profiles including Erosion Control
- Detailed Intersection Plans
- Electrical Conduit / Street Lighting Plans
- Terrace Landscape (trees) and Stabilization Plans
- Permanent Street Signage / Pavement Marking Plans
- Construction Traffic Control Plans
- Stormwater Management Plan
- Construction Specifications / Special Provisions / Construction Details
- Engineers opinion of probably cost
- Bidding Tabulation
- Dry utility company coordination
- Review of geotechnical soil boring information to determine impacts on design/construction.

- Preparation and Submission of final plan set and supporting documents to the city for staff review.
- Preparation and Submission of DNR forms and supporting materials and documents for Construction Notice of Intent review.
- Preparation and Submission of DNR forms and supporting materials and documents for Chapter 30 review.
- Preparation and Submission of DNR forms and supporting materials and documents for Sanitary Sewer Main review.
- This price includes submissions of revised site plans based on City/State review comments.
- Attendance at 4 City meetings (Project kick-off, 50% plan review, 90% plan review, meeting to review city staff final review comments).

Survey Scope of Services

- Provide an existing conditions/topographic survey for approximately 1,800 linear feet of street right of way. This area will be added to the approximately 1,700' linear feet of street survey previously completed as part of the Badger Lofts Development project.
- Survey shall include items relevant to civil engineering design such as contours at 1' intervals, asphalt, concrete, gravel, property lines, easements (per title), dry utilities marked by local agencies, water main, hydrants, valves, culverts with flowline elevations, and pertinent sanitary & storm sewer with depths, pipe sizes and materials along with all other visible improvements within the project limits.
- All necessary research will be completed to establish the street right of way lines. The title commitments ordered as part of this project will also be reviewed for any easements or restrictions that may affect the design.
- Elevations shown on survey shall be referenced to the required datum necessary for local approval. All necessary survey control and benchmarks needed for construction will also be established as part of this survey.

Geotechnical Soil Borings and Report/Recommendations

- Complete seven 15'-20' exploratory borings along with preparation a report outlining recommendations and conclusions.
- Report will include the evaluation of the soil and groundwater conditions, recommendations for subgrade preparation and the potential placement of structural fill, validate pavement design, and provide recommendations as necessary for utility installation.



Reimbursable Items

- Mileage, printing, shipping
- Wisconsin DNR NOI review fee
- Wisconsin Chapter 30 review fee
- Property title searches (assumes 7 properties)

Alternates (as required or requested)

- Colored Project Presentation Plan (information or meeting purposes) - \$2,000
- Easement / temporary construction easement legal description and exhibit - \$600 each



EXCEENG0PC

PDEANOVICH

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DATE (MM/DD/YYYY)
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PRODUCER Jackson Kahl Insurance Services, LLC 17 N Pioneer Road Fond Du Lac, WI 54935	CONTACT NAME: Pamela Deanovich, CISR
	PHONE (A/C, No, Ext): (920) 923-4020 1112 FAX (A/C, No): (866) 218-6860 EMAIL ADDRESS: pdeanovich@jacksonkahl.com
INSURED Excel Engineering, Inc. 100 Camelot Drive Fond du Lac, WI 54935	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Secura Insurance 22643
	INSURER B: Evanston Insurance Company 35378
	INSURER C:
	INSURER D: INSURER E: INSURER F:

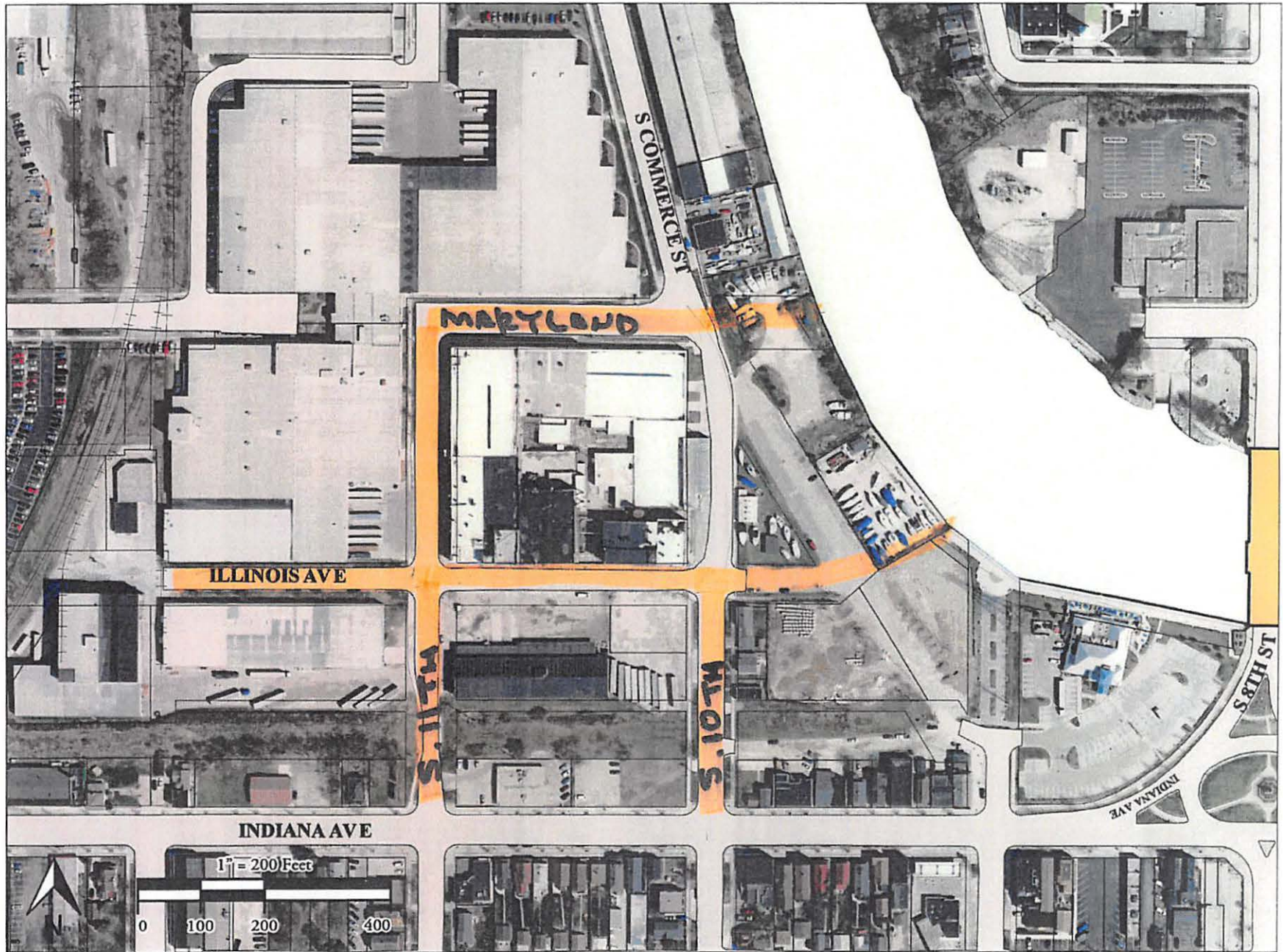
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INSR LTR	TYPE OF INSURANCE	ADD. INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CP3270800	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3127279	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3127281	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3127280	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	A&E Professional E&O			MKL7PL0003209	07/01/2018	07/01/2019	Each Claim/Aggregate \$ 5,000,000
A	A&E Professional E&O			WC3127280	07/01/2018	07/01/2019	Deductible \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Insurance for Quoting Purposes

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CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Excel Engineering, Inc., for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger Lofts.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: December 6, 2018

MEETING DATE: December 11, 2018

FISCAL SUMMARY:

Budget Line Item: 4276110-631100
Budget Summary: TID #17
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Due to the proposed rehabilitation of the former Coakley building into residential apartments, the roadways surrounding the property will require improvement. The roadways, related utilities, storm sewer, and sanitary sewers are in need of improvements, and this development project coincides with the necessity of infrastructure improvements.

Street reconstruction, sanitary sewer relay, storm sewer relay, civil engineering services, survey services, geotechnical soil boring reports, and recommendations will be provided for the streets listed below:

- Illinois Avenue from approximately 12 Street (west) to South 10 Street (east)
- Maryland Avenue from South 11 Street (west) to South Commerce Street (east)
- South 11 Street from Indiana Avenue (south) to Maryland Avenue (north)
- South 10 Street from Indiana Avenue (south) to Illinois Avenue (north)

In addition, the Sheboygan Water Utility will also be replacing the water main in the project area.

STAFF COMMENTS: Department of Public Works staff feels this is an effective use of contractor services to improve the infrastructure related the Badger Loft Apartment Project.

ACTION REQUESTED: Motion to approve Res. No. 146-18-19 A resolution authorizing the appropriate City Officials to enter into contract with Excel Engineering, Inc., for

professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger Lofts.

ATTACHMENTS:

- I. Res. No 146-18-19
- II. Agreement Between Client & Excel Engineering, Inc.