

CONTRACT FOR PURCHASE OF SERVICES
between the City of Madison and Short Elliott Hendrickson, Inc.

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Short Elliott Hendrickson, Inc. hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

SEE ATTACHMENT A - "SCOPE OF SERVICES"
SEE ATTACHMENT B - "FEE SCHEDULE" (Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be SEE ATTACHMENT C - "PROJECT SCHEDULE".

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates Jon Strand, PE, Senior Principal as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. **The following language applies to all contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)**

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

B. **Articles of Agreement, Request for Exemption, and Release of Payment:**

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this Contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the Contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Tom Heikkinen, General Manager

(Department or Division Head)

City of Madison Water Utility

119 East Olin Avenue, Madison, WI 53713

FOR THE CONTRACTOR:

Jon Strand, PE, Senior Principal

Short Elliott Hendrickson, Inc.

6808 Odana Road, Suite 20

Madison, WI 53719-1137

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.
23. **COMPENSATION.**
It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed \$ 81,356.75.
24. **BASIS FOR PAYMENT.**
- A. **GENERAL**
- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
 - (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.
 - (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
 - (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
 - (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
 - (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
 - (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
 - (8) The City will not compensate for unsatisfactory performance by the Contractor.
- B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
 - (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
 - (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
 - (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.
25. **DEFAULT/TERMINATION.**
- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.
26. **INDEMNIFICATION.**
The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**
This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).
- For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.
- Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.
- Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.
- Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.
- Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.
31. **WEAPONS PROHIBITION.**
Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
32. **IT NETWORK CONNECTION POLICY.**
If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.
33. **AUTHORITY.**
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
34. **COUNTERPARTS, ELECTRONIC DELIVERY.**
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

Short Elliott Hendrickson, Inc.

(Type or Print Name of Contracting Entity)

By:

(Signature)

Jon I. Strand
JON I. STRAND, SR. PRIN.
(Print Name and Title of Person Signing)

Date:

10/17/2014

CITY OF MADISON, WISCONSIN
a municipal corporation

By:

Paul R. Soglin, Mayor

Date:

11/5/14

Approved:

David P. Schmiedicke
David P. Schmiedicke, Finance Director

Date:

11/3/14

By:

Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

Date:

October 21, 2014

Eric T. Veurn
Eric T. Veurn, Risk Manager

Date:

10/31/14

Approved as to Form:

Michael P. May
Michael P. May, City Attorney

Date:

5 NOVEMBER 2014

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By:

Kathryn L. Schwenn, CPA, Accountant 3
Designee of Finance Director

Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

ATTACHMENT A (SCOPE OF SERVICES)

DETAILED WORK PLAN

The Request for Proposal (RFP) specifies in detail the required scope of work to be performed for this project. SEH has reviewed this Scope and agrees with the specific tasks to be performed to successfully complete these projects. Our primary goals of the below activities are to clearly define your requirements, expectations, schedules, budgets, and deliverables through Project Planning, Management, and Communication, Conceptual Development, Final Design, Bidding, Construction Administration, and Start-up/Commissioning. The following scope of services outlines and supplements the RFP task description and lists the primary tasks SEH will perform for the Utility for the Upgrade of Unit Well 12 to a Two Zone Well.

TASK 1 - PRELIMINARY DESIGN AND CONCEPT DEVELOPMENT SERVICES

1. Project kickoff meeting will be held to discuss project details.
2. Gather and compile necessary data required from City and County records, from field reconnaissance, and from other sources as the Consultant deems necessary to complete the work.
3. Provide a topographic survey of existing Unit Well 12 lot and immediate portion of the adjacent right of way. This survey will be stamped by a licensed surveyor in the State of Wisconsin.
4. Prepare a QA/QC Plan that will be reviewed and approved by the Utility. The plan shall include periodic checks to control project costs to stay within budget.
5. Schedule and coordinate quality control reviews throughout the project. The approved QA/QC Plan will define quality control requirements for the project.
6. Assist the Utility in preparing a Communication Plan and Public Participation Plan.
7. Assist the Utility in procuring a geotechnical engineer for site specific soil borings and geotechnical report to aid in determining the structural foundation of the building addition.
8. Develop regular task reporting and communication methods concerning progress of the work. Progress reports will be submitted by the first of every month, and include an updated project schedule. Reports will conform to page limits specified by the Utility.
9. Prepare for and attend one (1) pre-design/workshop meeting with key Utility staff, City Planning Department staff, and City Building Department staff. This workshop will take into account conceptual designs that the Utility has developed during previous planning documents and provide a more in-depth understanding of interior process piping, pumping plans, chemical room and restroom areas and other specific building layout options that the Utility can review and evaluate. With the conclusion of this meeting, three architectural alternatives can be developed complimenting civil site design issues and landscape options.
10. Review alternate layout options with Utility for operation efficiency improvements. Options may include modifications to piping arrangement to efficiently utilize existing floor space. Construction cost, maintenance efficiencies, and access will be evaluated for all preliminary designs. Layouts will be planned according to current zoning ordinance, and Madison's Planning and Urban Development Department specifically the Urban Design Commission when considering building addition exteriors.
11. Review for site grading and storm water improvements. Site will be designed to drain away from the proposed building and managed in a way to control flooding or excessive ponding of surface runoff. Consideration of adjacent properties will help to prevent damage. The site plan will incorporate exterior facilities for flushing of the unit well and booster pumps, and evaluate the existing reservoir capabilities for overflow and draining. All of the grading and storm water concepts will be consistent with requirements of the City of Madison Engineering Department while meeting the Utilities maintenance needs.
12. Incorporate existing landscape features such as trees and shrubs into any new landscaping so that the end design is cohesive with existing surrounding. Keep in mind low maintenance, safety and subtle screening for the facility.
13. Provide detailed drawings to review probable layouts for architectural building and landscape features. Considerations include:
 - Interior and exterior treatments, piping layouts, building sections and elevations will be developed while being considerate of general maintenance and operations for the new facilities. Architectural features to consider include concrete block walls with rough or smooth limestone, or other stone, pre-cast

- concrete panels or other materials that will blend well with the existing stone facades and offer a low maintenance and durable building exterior.
- All local, state and federal guidelines for Americans with Disabilities Act (ADA) compliance as required by the Utility.
 - Energy conservation as part of the building design will adhere to the Federal Government's Energy Star Program for buildings. Consideration of building and process equipment includes, lighting, heating and cooling equipment, well pumping equipment and booster pumps.
 - Sound control that adheres to a maximum sound level emitted from the facility at any time shall be limited to 45 db measured from the property line.
14. Review each electrical, mechanical, structural, and plumbing alternative for compliance with local and state permitting, consistent with the City of Madison plan review and approvals.
 15. Control constructability, cost estimating and schedule issues throughout preliminary design. Alternatives will be evaluated with the Utility. A one page technical memo describing these three key components will be developed to help the Utility make informed decisions.
 16. Assist the Utility in notifying identified stakeholders, residents, and property owners within the vicinity by preparing updated mapping, building renderings and building plans to aid in communicating the actions being considered for this unit well addition to the City Departments, committees, neighborhood groups and any other interested parties.
 17. Assist the Utility in conducting two (2) public participation meetings presenting the need for project, issues, regulatory approval process.
 18. Assist the Utility with web based public participation documents.
 19. Assist the Utility in a presentation at the Utility Board Meeting.
 - Based on workshops, pre-design meetings and public input a preferred alternative will be chosen. Our team will assist Utility staff to obtain all City of Madison approvals and make presentations as required, meeting the requirements of Planning and Zoning Departments and the Board of Public Works. Public Approvals include:
 - a. Meeting with the Planning and Zoning departments to review the preliminary concepts.
 - b. Attend a Development Team Assistance (DAT) meeting
 - c. Submit for an informational UDC meeting
 - d. Submit a land use approval application for a Public Building Approval Process
 - e. Attend Urban Design Meetings
 - f. Attend Plan Commission Meeting
 - g. Attend Common Council Meeting
 - h. Respond to list of Conditions of Approval
 - i. Submit final document package for building site plan review and building review
 - j. Obtain Permit
 20. Proceed to Final Design Services upon written authorization from the Utility.

TASK 2 – FINAL DESIGN SERVICES

1. Based on the selected alternative developed in Task 1 our team will prepare final plans, specifications, reports, and permit applications required to obtain regulatory agency approvals, competitive bids, and enable construction of the projects. We will review plans and opinion of probable cost with the Project Team at approximately 50% and 90% completion levels. Final plans and specifications will be prepared from the preferred conceptual design and include:
 - Site plan design consistent with Planning and Engineering Department.
 - Construction staging analysis.
 - Landscape design.
 - Site utilities, if required.
 - Address City of Madison Planning Department Issues, as well as architectural requirements such as ADA compliant interior space; building material schedules; window and door schedules, and room finish schedules.

- Review process piping requirements for achieving free flow movements within the facility. Review all horizontal and vertical pipe clearances and extended pipe runs, pumping equipment locations, monorail location, motorized valves, and chemical feed room requirements.
 - Coordinate operations for the water facility operations with LW Allen, the Utility's preferred SCADA provider.
 - Provide necessary engineering reports to WDNR and PSC and coordinate final permit approval.
 - Provide analysis of geotechnical report and structural design of the new addition for Unit Well No. 12's foundations and walls.
 - Plumbing and HVAC requirements.
 - SCADA coordination with City's preferred vendor, new Motor Control Cabinet to include VFDs and new PLC systems; telephone system wiring, monitoring and security.
2. Prepare four (4) copies of 50% and 90% complete set of plans specifications and opinion of probable cost, and construction schedule. Meet with the Project Team to review. Obtain the City's approval to proceed with bidding.
 3. Provide peer reviews as part of SEH's QC program. The Utility requires the following reviews:
 - Preliminary Design (Draft and Final)
 - Final Design (70 percent completion and Final Draft)
 - All permit submittals shall be approved by the Water Utility PM
 4. Provide the Utility with four (4) complete sets of all final plans, specifications, bid documents significant reports, and correspondence. Submit plans and specifications to regulatory agencies for review and approval.

TASK 3 - BIDDING SERVICES

1. Assist Utility with preparation of advertisement for bids, solicit/coordinate the bid process.
2. Prepare bidding forms, conditions of the contract, and the form of agreement between the Contractor and the Utility as required by the Board of Public Works.
3. Participate in a pre-bid meeting with prospective contractors explaining the project concepts and goals and answering questions that come up.
4. Respond to bidders' questions and prepare addenda as necessary.
5. Assist the Utility in evaluating the bids and recommending an award.
 - In the event that the low bid price is higher than the project budget, SEH will work with the Utility to determine ways to cut costs.
 - If elements can be removed from the work to bring the total cost in below budget, the SEH will advise the Utility as to the impact of this change.

TASK 4 - CONSTRUCTION ADMINISTRATION/INSPECTION AND START UP SERVICES (INSPECTIONS ARE BASED ON CRITICAL INSPECTION POINTS DURING CONSTRUCTION ACTIVITIES)

1. Secure completed contract documents (contract, bonds, insurance certificates, etc.) from the Contractor for the City following award of contract by the Utility.
2. Assist the Utility in conducting a pre-construction meeting with Contractor, City's representatives, and other parties directly affected by the construction.
3. Provide necessary horizontal alignment and vertical control staking for the construction activity.
4. Review and approve, or take other appropriate action with respect to Shop Drawings and Samples and other data that the Contractor is required to submit.
5. Observe and document the construction activities on a part time basis or during critical inspection points within the general progression of the project. Provide written site reports with photos to the Utility each time the inspector/engineer is on site.
6. Advise the Utility of the progress of construction. Consult with the Utility on all issues regarding construction and completion of the project.
7. Assist the Utility in reviewing all Contractor monthly pay requests and change orders.
8. Conduct final inspection of the project with Utility staff. Prepare final punch-list and coordinate start up/commissioning and Owner training with Contractor.

9. Prepare final pay requests and submit project completion letter/documentation.
10. Prepare record drawings, equipment manuals, and other "record" documentation of project. Submit four (4) sets to the City, including one (1) electronic version on CD-ROM.



Building a Better World
for All of Us®

Attachment B

September 12, 2014

RE: Engineering Services proposal Design,
Construction and Startup
Unit Well 12 Upgrade and Conversion to a
Two Zone Well
SEH No. P-MADWU 129585

Pete Holmgren, PE
Madison Water Utility
119 East Olin Avenue
Madison, WI 53713

Dear Mr. Holmgren:

Short Elliott Hendrickson Inc. (SEH®) proposes to complete engineering services for the Unit Well 12 Upgrade and Conversion to a Two Zone Well for a total cost of \$81,357. The fee breakdown by task and hours is as follows:

Task	Hours	Fee
1 – Preliminary Design and Concept Development Services	197.5	\$22,385.64
2 – Final Design Services	293	\$29,682.09
3 – Bidding Services	31	\$3,601.00
4 – Construction Administration/Inspection and Start Up Services	227	\$22,972.22
Total Labor Cost	748.5	\$78,640.95
Expenses		\$2,715.80
Total Project Cost		\$81,356.75

A detailed spreadsheet of tasks 1-4 is enclosed for your review.

Sincerely,

Jon Strand, PE, LEED AP
Project Manager

Enclosures: Preliminary Work Plan Detail

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 6808 Odana Road, Suite 200, Madison, WI 53719-1137

SEH is 100% employee-owned | sehinc.com | 608.620.6199 | 800.732.4362 | 888.908.8166 fax

Attachment B

SEH Hourly Billable Rate Range for 2014

<i>Classification</i>	<i>Billable Rate⁽¹⁾</i>
Office Staff	
Principal	\$145.00 - \$215.00
Project Manager	\$115.00 - \$205.00
Senior Project Specialist	\$140.00 - \$180.00
Senior Project Engineer	\$125.00 - \$190.00
Project Engineer	\$95.00 - \$140.00
Staff Engineer	\$75.00 - \$115.00
Senior Project Architect	\$120.00 - \$180.00
Project Architect	\$95.00 - \$130.00
Staff Architect	\$70.00 - \$95.00
Senior Project Scientist	\$110.00 - \$140.00
Project Scientist	\$75.00 - \$95.00
Staff Scientist	\$55.00 - \$75.00
Senior Project Planner	\$110.00 - \$160.00
Project Planner	\$80.00 - \$115.00
Staff Planner	\$65.00 - \$85.00
Project GIS Analyst	\$80.00 - \$120.00
Lead Technician	\$85.00 - \$135.00
Senior Technician	\$70.00 - \$115.00
Technician	\$55.00 - \$90.00
Word Processor	\$55.00 - \$90.00
General Clerical	\$55.00 - \$90.00
Graphic Designers	\$80.00 - \$100.00
Field Staff	
Licensed Land Surveyor	\$95.00 - \$135.00
Lead Project Representative	\$90.00 - \$130.00
Sr. Project Representative	\$80.00 - \$115.00
Project Representative	\$70.00 - \$85.00
Survey Crew Chief	\$80.00 - \$110.00
Survey Instrument Operator	\$55.00 - \$65.00

⁽¹⁾ The actual rate charged is dependent upon the hourly rate of the employee assigned to the project. The rates shown are subject to change.

Effective: January 1, 2014

Expires: December 31, 2014



Attachment C

Project Schedule

Task 1 Conceptual Design	11/5/2014 to 1/31/2015
Task 2 Final Design	2/1/2015 to 5/31/2015
Task 3 Bidding Services	5/1/2015 to 6/30/2015
Task 4 Construction Admin/RPR	7/1/2015 to 4/30/2016



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/16/2014

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

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

PRODUCER Commercial Lines - 952-242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South St. Louis Park, MN 55426	CONTACT NAME: Dorothy Stabler PHONE (A/C, No, Ext): 952-242-3058 FAX (A/C, No): 866-723-7870 E-MAIL ADDRESS: dorothy.stabler@wellsfargo.com														
INSURED Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Nationwide Mutual Insurance Company	23787	INSURER C : Continental Casualty Company	20443	INSURER D : Hartford Fire Insurance Company	19682	INSURER E :		INSURER F :	
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INSURER D : Hartford Fire Insurance Company	19682														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 8290407 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			41UENQT9743	10/01/14	10/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Combined Total Aggregate \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP7181965099	10/01/14	10/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			L6011730036	10/01/14	10/01/15	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WEQT9741	10/01/14	10/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Madison, its officers, officials, agents and employees are Additional Insureds as respects general liability when required by written contract with the insured. General Liability is primary when required by written contract with the insured. A 30 Day Notice of Cancellation applies to all policies shown, except 10 days for non-payment of premium.

CERTIFICATE HOLDER City of Madison Attn: Risk Manager 210 Martin Luther King Jr Blvd, Room 406 Madison, WI 53703	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
---	--

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

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

PRODUCER H. Robert Anderson & Assocs., Inc. 8201 Norman Center Drive Suite 220 Bloomington, MN 55437	CONTACT NAME: PHONE (A/C, No, Ext): 952.893.1933 FAX (A/C, No): 952.893.1819 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Short-Elliott-Hendrickson, Incorporated 3535 Vadnais Center Drive St. Paul, MN 55110	INSURER A: XL Specialty Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 10/14-15 PL 1** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			DPR9718399	10/01/2014	10/01/2015	Each Claim/ \$5,000,000 Annual Aggregate \$10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Engineering Services proposal Design, Construction and Startup, Unit 12 Upgrade and Conversion to a Two Zone Well, SEH No. P-MADWU 129585

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

CERTIFICATE HOLDER

CANCELLATION

City of Madison Attn: Risk Manager 210 Martin Luther King Jr. Blvd. Room 406 Madison, WI 53703	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 