

**CONTRACT FOR PURCHASE OF SERVICES**  
between the City of Madison and Strand Associates, Inc.<sup>®</sup>  
(Design Professionals)

1. **PARTIES.**

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Strand Associates, Inc.<sup>®</sup> 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):

Attachment A: **SECTION 3-SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS**; Attachment B: **PROJECT SCHEDULE**;  
Attachment C: **STANDARD BILLING RATES**, and as follows:

Engineering services for Unit Well No. 7 Reconstruction and Filter Addition.

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 October 15, 2012, through November 1, 2014.

5. **ENTIRE AGREEMENT.**

The entire agreement of the parties is contained herein and this contract 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 Mark G. Oleinik, P.E., P.H., Senior Associate 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. This order will constitute authorization to proceed.
- B. The Contractor shall complete the services under this agreement within the time for completion specified in 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.
- 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, 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, 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 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 qualified applicants will be employed without regard to race, religion, color, age, marital status, disability, sex 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:

Mark G. Oleinik, P.E., P.H., Senior Associate

Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

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 \$429,000.
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 prior to commencing the work.
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 contractors and/or any subcontractor's negligent acts, errors or omissions, in the performance of this agreement.

27. **INSURANCE.**

- A. 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 coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27. C., below.

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.

- B. 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.
- C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies. 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. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Cancellation. 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 Contractor is not subject to the requirements of Section 4.20, Madison General Ordinances, 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. **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.





# ATTACHMENT A

## SECTION 3—SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS

### General

This project consists of the demolition of the existing Well No. 7 facility, with the exception of the deep well, construction of a new facility at the current location to bring the facility up to current Madison Water Utility (MWU) standards, and the addition of an iron and manganese removal facility.

The existing well produces iron levels that exceed the secondary maximum contaminant levels set forth by the Wisconsin Department of Natural Resources (WDNR) and the MWU policy goal for new wells of 0.1 milligrams per liter (mg/L). The well also produces manganese levels above the MWU policy goal for new wells of 20 mg/L. The results of a filtration pilot study conducted by the MWU determined that chlorine oxidation followed by pyrolusite high-rate filtration media will be used to achieve the treatment objectives; standby power is not required by the MWU at this site.

The new facility will include the following:

1. 2,200 gallon-per-minute (gpm) well pump with a variable frequency drive (VFD) and a bypass starter.
2. Gas chlorination
3. Fluorosilicic acid addition
4. A minimum 400,000-gallon reservoir
5. Two 2,100 gpm booster pumps operated with VFDs
6. Integration of the facility into the MWU's Supervisory control and data acquisition (SCADA).
7. Facility design to accommodate the addition of a future volatile organic compound (VOC) treatment system.

### Conceptual Design

1. Prepare and submit a project-specific Quality Control Plan.
2. Prepare and submit a project-specific Public Participation Plan and a Project Communication Plan.
3. Prepare a project schedule using Microsoft project scheduling software and routinely update the schedule throughout the life of this project.
4. Participate in one kickoff meeting to review previous Citizen's Advisory Panel (CAP) comments and recommendations and discuss design criteria with City staff.
5. Review existing reservoir and booster station record drawings.
6. Participate in "white board" Design Meeting No. 1 to discuss layout, potential exterior appearance concepts, and design criteria with City staff.
7. Work with MWU to develop concepts, phasing, and project requirements. Modify project schedule accordingly to incorporate operational considerations.
8. Conduct a site survey.
9. Develop preliminary layouts, site plan, and elevations.
10. Prepare a scoping memo outlining the updated scope and opinions of probable construction costs for review by City staff and participate in Design Review Meeting No. 2.  
  
Scope and budget revisions will be evaluated at this milestone point. Any amendments to the Contractor's fee and schedule will be negotiated and presented to the Water Utility Board and Common Council for approval. Additional work will not be completed prior to receiving written approval from the Water Utility Board and the Common Council. Additional compensation will not be considered for any extra work completed prior to receipt of written approval of a contract amendment.
11. Assist City in determining the locations for soil borings. Assist City with direct procurement of a geotechnical consultant and drilling services.
12. Prepare drawings and preliminary layouts utilizing the results from Design Review Meeting No. 2.
13. Assist City with up to eight City-scheduled CAP meetings.
14. Develop drawings based on CAP comments and City input and assist City with the Urban Design/Conditional Use Permit Application process. Documents and drawings for the informational meeting are anticipated to include, but are not necessarily limited to, the following:
  - a. Preliminary site plan showing proposed building location, drives, and landscaping features. Site plan shall be at a minimum scale of 1"=10' when plotted on a 22" x 34" sheet.
  - b. Preliminary building layout, elevations, conceptual renderings, and site photos.
  - c. Utility locations.
  - d. Schedule impacts and phasing options.
  - e. Urban Design application.
15. Participate in Design Meeting No. 3 to update preliminary documents and provide additional documents for City's review and comments during the meeting. Drawings at this stage will include, but are not necessarily limited to, the following:

## ATTACHMENT A

- a. Site plans showing building location, proposed contours, and site lighting. Site plan shall be at a minimum scale of 1"=10' when plotted on a 22" x 34" sheet.
- b. Floor plans showing process pipe and equipment.

Preliminary building design shall allow for incorporation of Americans with Disabilities Act (ADA) compliance, energy conservation, sound control analysis and design (maximum of 45 decibels at the property line), project phasing, utility relocation, and constructability issues, which will be finalized in Scope of Services Phase 2, Final Design.

16. Incorporate City comments from Design Meeting No. 3 into the documents as appropriate. Prepare documents for and assist City with up to three public meetings.
17. Update documents.
  - a. Finalize preliminary design documents and submit to City for quality control (QC) review.
  - b. Meet with City to review the final preliminary design and QC comments.
  - c. Review design parameters and finalize the configuration and layout, phasing, operational considerations, utility relocation, materials of construction, and appearance of the facility for presentation at a public hearing and for Water Utility Board Approval.

### Final Design

1. Revise conceptual facility design criteria according to City's direction. Final design will be completed simultaneously with the exterior building appearance and site plan and presented to the appropriate City committees. Meetings with and submittals to the following groups are anticipated:
  - a. Water Utility Board (up to three presentations)
  - b. Conditional Use Application
  - c. Urban Design Commission
  - d. Plan Commission
  - e. Board of Public Works
  - f. Madison Common Council (MWU only)
2. Prepare final design documents based on the previously selected and developed alternative including the following:
  - a. Construction phasing to accommodate operational needs.
  - b. Separate site plan and grading design drawing.
  - c. All site and utility plans shall be at a minimum scale of 1"=10' when plotted on a 22" x 34" sheet.
  - d. Facility downtime and site constraints.
  - e. Separate landscape design drawing.
  - f. Separate site utilities design drawing.
  - g. City Planning Department issues.
  - h. Architectural requirements.
  - i. Mechanical and piping requirements.
  - j. Variable frequency drives.
  - k. Monitoring and security requirements.
  - l. Interior space layout.
  - m. Programmable Logic Controller system update and revisions.
  - n. SCADA system update and revisions.
  - o. Communication system coordination.
  - p. Window and door schedules.
  - q. Building material schedules.
  - r. Room finish schedules.
  - s. Plumbing.
  - t. Electrical.
  - u. Heating, ventilation, and air conditioning.
  - v. ADA and utility accessibility compliance issues as applicable.
3. Prepare and submit one draft copy of the 70 percent drawings, specifications, and bidding documents to City for review.
4. Participate in Design Meeting No. 4 to review City comments from the 70 percent design review.
5. Prepare and submit one draft copy of the final drawings, specifications, and bidding documents to City for review.
6. Participate in Design Meeting No. 5 to obtain City's comments and revisions to the final drawings, specifications, and bidding documents.
7. Prepare and submit one final copy of the bidding documents to City.

### Bidding-Related Services

1. Conduct a prebid conference.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of the Construction Contract.

# ATTACHMENT A

## Construction-Related Services

1. Provide Construction Contract Administration Services including, but not limited to, the following:
  - a. Review and manage shop drawings.
  - b. Review and manage operation and maintenance manuals.
  - c. Review and approve periodic progress pay estimates.
  - d. Review and approve final payment request.
  - e. Interpret and clarify Contract Documents.
  - f. Provide resident project representative for part-time observation of construction. In furnishing observation services, Contractor's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Contractor will not supervise, direct, or have control over the construction contractor's work and will not be responsible for the construction contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the construction contractor's failure to perform the construction work in accordance with the Contract Documents.
  - g. Respond to construction contractor requests for information.
  - h. Issue field orders as necessary.
  - i. Negotiate, prepare, and recommend approval of change orders.
  - j. Provide general engineering services under the authority given to engineer in the Contract Documents.
  - k. Provide copies of all test results conducted by engineer.
2. Attend 14 to 16 construction progress meetings. Schedule will depend on the stage and progress of the work. Prepare and distribute minutes for each meeting.
3. Provide record drawings to MWU in Mylar and electronic format from information compiled from construction contractor's records maintained throughout construction. Record drawings will be in MicroStation format as coordinated with MWU. Record drawings will be based on the records presented to Contractor by the construction contractor and City. Contractor will not be liable for the accuracy of the record drawing information provided by the construction contractor and City.
4. Provide digital copies of all construction photos taken (minimum 5 megapixel resolution quality).
5. Final Inspection and List of Items to be Completed or Corrected
  - a. Provide a list of items to be completed or corrected for construction issues remaining at substantial completion.
  - b. Work with construction contractor to gain final acceptance of the work.
  - c. Make final inspection with City and the construction contractor for acceptance of work.
6. Assist with start-up and commissioning services, including the following:
  - a. Consultation with City.
  - b. Operating assistance during start-up.
  - c. Responses to operator inquiries.
7. Compile the project Operation and Maintenance Manual using the manufacturers' literature provided by the construction contractor. Contractor will provide the executive summary and general requirements of the manual including, but not limited to, table of contents, index, design criteria, standards, treatment objectives, and general operational coordination. City shall prepare the safety section of the manual.

## General

1. All documents shall be compiled and submitted to MWU electronically. Electronic files shall be editable and will be submitted in the original format.
2. All documents are the property of the City.
3. Contractor will prepare and publish minutes and records of all meetings.
4. Use of Electronic Files
  - a. City acknowledges Contractor's construction documents, topographical surveys, and base maps, including electronic files, as instruments of professional service.
  - b. Nevertheless, the documents prepared for City under this Agreement shall become the property of City.
  - c. Contractor shall not be liable for damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the documents by City or any person or entity that acquires or obtains the documents from or through City without the written authorization of Contractor.
5. Public Participation Meetings include the following (does not include any meetings with various City or state agencies required to gain approval and any necessary permits to construct the project.)
  - a. A maximum of eight CAP meetings.
  - b. A maximum of three public meetings.
  - c. A maximum of three Water Utility Board meetings.
  - d. One Open House/Dedication at the project site upon completion of the project.
6. Project Schedule
  - a. City and Contractor agree that **ATTACHMENT B--PROJECT SCHEDULE** presents the initial project timeline.
  - b. Contractor shall revise the project schedule as necessary in consultation with City as project details are developed.

## ATTACHMENT A

- c. Contractor shall work diligently to maintain the project schedule.
- d. City shall commit to provide necessary support and decisions to maintain the project schedule.

# ATTACHMENT B

## PROJECT SCHEDULE

<u>Task</u>	<u>Anticipated Completion Date</u>
Contract Signed, Strand Notice to Proceed	October 15, 2012
Preliminary Design	October 2012 through January 2013
Final Design, Public Meetings, City Approvals	February 2013 through May 2013
Advertise for Bids	June 2013
Bidding and Contracts	June through August 2013
Begin Construction	August 26, 2013
Complete Construction	July 1, 2014

# ATTACHMENT C

## STANDARD BILLING RATES

	<u>Hourly Billing Rates*</u>
Principal Engineer	\$200 to \$376
Senior Project Manager	\$151 to \$189
Project Managers	\$ 88 to \$160
Project Engineers and Scientists	\$ 71 to \$127
Engineering Technicians and Draftspersons	\$ 49 to \$117
Office Production	\$ 75 Average

\*Please note that trade secrets such as billing rates are exempt from the Wisconsin Open Records Law and are not intended for public disclosure.

Contract Routing Form

ROUTING: Routine

printed on: 10/09/2012

Contract between: Strand Associates Inc  
 and Dept. or Division: Water Utility  
 Name/Phone Number:

Project: Engineering Design Services for a Iron and Manganese Filtrat  
 ion Plant for Well 7

Contract No.:  
 Enactment No.: RES-12-00713  
 Dollar Amount: 429,000.00

File No.: 27266  
 Enactment Date: 09/06/2012

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10/11/12	10/11/12 <sup>2</sup>
Director of Civil Rights	10-11-12	10-19-12 <i>(initials)</i>
Risk Manager	10-19-12	10/22/12 <i>RSV</i>
Finance Director	10-22-12	10-22-12 <i>RS</i>
City Attorney	10-22-12	10-30-12
Mayor	10-30-12	10-30-12

Please return signed Contracts to the City Clerk's Office  
 Room 103, City-County Building for filing.

*PO #97238524*

Original + 3 Copies

10/09/2012 16:56:28 wuall - Please return to Al Larson at the Water Utility  
 when fully executed.

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: *See Above*  
 AA Plan: *Approved (30 Days)*  
 Amendment / Addendum #  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / PW / Loan / Agrmt

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Authorizing a Professional Services Agreement for Well 7 pre-design planning, public participation support, the preparation of final construction drawings and specifications, permitting, bidding, and construction administration for an iron and manganese f

File #: 27266    Version:

Name:

Type: Resolution

Status: Passed

File created: 7/31/2012

In control: WATER UTILITY BOARD

On agenda: 8/7/2012

Final action: 9/4/2012

Enactment date: 9/6/2012

Enactment #: RES-12-00713

Title:

SUBSTITUTE: Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with Strand Associates for pre-design planning, public participation support, the preparation of final construction drawings and specifications, permitting, bidding, and construction administration for an iron and manganese filtration plant at Well 7 as recommended by the East Side Water Supply study.

Sponsors:

Lauren Cnare, Sue Ellingson, Satya V. Rhodes-Conway

Attachments:

[27266 Recommendation to Hire.pdf](#), [Registration Statement- 27266- 8-28-2012.pdf](#), [Written Statement- 27266- 8-28-2012.pdf](#)

History (4)    Text

**Fiscal Note**

The proposed Agreement with Strand Associates for professional engineering services for design and construction of a iron and manganese filter at Well 7 will not exceed ~~\$600,000~~ \$463,000.

Funds for this project are included in the 2012 Water Utility Capital Budget, Project #7, East Side Water Supply Project, Account #810517. The total 2012 budget for the East Side Water Supply Project is \$3,747,000.

**Title**

SUBSTITUTE: Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with Strand Associates for pre-design planning, public participation support, the preparation of final construction drawings and specifications, permitting, bidding, and construction administration for an iron



and manganese filtration plant at Well 7 as recommended by the East Side Water Supply study.

**Body**

**WHEREAS**, A comprehensive review of the long term water supply and water quality needs of the north and east sides of Madison during 2011 and 2012 recommended that a filter be constructed at Well 7 to remove naturally occurring iron and manganese to reduce the risk of colored water events in the well service area; and

**WHEREAS**, Madison Water Utility relies on Well 7 as a critical supply point to the City's north side; and

**WHEREAS**, Madison Water Utility has advertised for, received, and evaluated professional engineering consultant proposals for the work, and recommended Strand Associates for this work;

**NOW THEREFORE BE IT RESOLVED** that the Mayor and the City Clerk are authorized to execute a Professional Services Agreement not to exceed ~~\$600,000~~ \$463,000 with Strand Associates for facility design, permitting, public participation support, preparation of drawings and specifications, bidding services, and construction administration services for the design and construction of a iron and manganese filtration plant at the Utility's Well 7.

**BE IT FURTHER RESOLVED**, that amendments that do not exceed the Madison Water Utility's approved capital budget or the scope of the Well 7 project as authorized by the Common Council may be executed by the Water Utility General Manager and City Finance Director and/or designee, and counter executed by Strand Associates.