



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

***Your contract MUST include the following information,
or it will not be signed by the City.***

- Check one box at top of Page 1 for the type of business entity.
- Sections 3 & 4 will be completed by the City and should be complete before you sign.
- Put a name in Sec. 7.A. – person responsible for administering the contract.
- Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV and complete the appropriate online form for the box you have checked:

All contractors:

Access the online forms for Affirmative Action compliance at this link: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms. If you do not already have an approved, current Affirmative Action Plan on file with the City of Madison, read the “*Instructions for Completing City of Madison Affirmative Action Plan*” at the above link. This will direct you to register for an account. If you already have an account you may click on the link for “*Affirmative Action Plan for Vendors and Suppliers*” to proceed. If you have never filed a plan or request for exemption, you must create an account in our online system. If you are exempt under Article IV, Sections C or D you will still need to create an account and go through some steps to confirm your exemption. Register for an account here: <https://elam.cityofmadison.com/citizenaccess>.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. (Under some circumstances, the City will accept a signed, scanned PDF of the entire contract. Please ask if you want to use this method.)
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

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

Proof of all insurance required in the contract must be shown. Use City's certificate at this link: www.cityofmadison.com/finance/documents/CertInsurance.pdf

Insurance delivery options: (a) enclose hard copy of certificate with hard copies of contract mailed to the address in Section 15 of the contract, or (b) email certificate to City Risk Manager Eric Veum at: eveum@cityofmadison.com and cc: your City contact person on the email. Call Eric Veum at (608) 266-5965 with insurance questions.

Failure to complete these steps will result in contract not being signed.

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City of Madison
CONTRACT FOR PURCHASE OF SERVICES

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):

- Attachment A – Scope of Services dated 5/3/22
- Attachment A-1 -Section 2 of City's RFP No. 10080-0-2021-AH
- Attachment B – Task Hours and Fees - dated 5/3/22
- Attachment C – Project Schedule dated 5/5/22

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

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 from the date of final signature by the City of Madison through December 31, 2024.

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. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

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 Randy Sanford, PE 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 the deliverables are provided in accordance with the Attachments listed in section 3. The time for completion shall not be extended because of any delay attributable to the Contractor unless approved by the City, 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 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 the deliverables are provided in accordance with the Exhibit and Attachments listed in section 3, 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. **NONDISCRIMINATION.**

During the term of 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated 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 the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) 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 \$50,000 Aggregate Annual Business with the City*	\$50,000 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

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) 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 (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor 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, Contractor 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.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

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 ten thousand dollars (\$10,000), 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:

Krishna Kumar, General Manager, Madison Water Utility

(Department or Division Head)

119 E. Olin Ave.

Madison, WI 53713

FOR THE CONTRACTOR:

Bruce K. Olson

Principal, Regional Practice Center Leader

Short Elliott Hendrickson, Inc.

6808 Odana Rd. Suite 200, Madison, WI 53719

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 to the extent such request is reasonable and relating to the performance of services under the terms of this Contract. 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 to elevate any disputes to the appropriate project manager or other executive representative with authority to

resolve disputes under this Contract prior to pursuing legal remedies, and further agree to participate in nonbinding mediation for the same, on terms that are mutually agreed by both parties. Notwithstanding the foregoing, the parties agree, for disputes 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 applicable 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 under this Contract exceed \$780,000 unless the Contract is amended as provided in Section 9, AMENDMENT.

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 and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, 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) (Reserved.)
- (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 services performed by the Contractor that do not meet the requirements of the Exhibit and Attachments incorporated in Section 3, as may be amended by mutual agreement of the City and Contractor, and the standard of care which is the care and skill ordinarily exercised by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality.

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. The City will pay for all work completed by the Contractor up to the termination notice and meeting the requirements of the Exhibit and Attachments incorporated in Section 3 and the standard of care noted in Section 24.

- 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 up to the termination notice and meeting the requirements of the attachments incorporated in Section 3 and the standard of care noted in Section 24.

26. **INDEMNIFICATION.**

The Contractor agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, 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 negligent 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 per claim and \$2,000,000 in the aggregate. 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.**

Provided that Contractor has been paid in full for its services 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 and delivered to the City 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. Any reuse of the Documents, without written consent or adaptation by Contractor, for purposes other than which they are intended under this Contract are without liability or legal exposure to the Contractor.

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. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **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).

31. **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.

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.

33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND 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; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. 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: Bruce K. Olson
(Signature)

Bruce K. Olson, Principal
(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: Satya Rhodes-Conway
Satya Rhodes-Conway, Mayor

Date: 05/13/2022

Approved: Christine Koh for
David P. Schmiedicke, Finance Director

Date: 5/12/2022

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

Date: 05/09/2022

Mary Lloyd for
Eric T. Veum, Risk Manager

Date: 5/12/2022

Approved as to Form:
Michael Haas
Michael Haas, City Attorney

Date: 5/13/22

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:
Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

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

By: _____ Date: _____
Mary Richards, Procurement Supervisor

- 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 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 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.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):
Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.

DETAILED SCOPE OF SERVICES

The following scope of services outlines and supplements the Request for Proposals (RFP) task descriptions. Below, we list the primary tasks SEH will perform to assist MWU in implementing a Unit Well 19 water treatment system for removal of iron, manganese and (future) radium.

Our multidisciplined team will work closely as an extension of MWU staff, with close coordination among University of Wisconsin representatives, City of Madison officials, regulators and stakeholders – as we've done successfully for previous Unit Well projects.

Frequent communication and meetings, utilizing virtual meeting and design model management software when applicable, will form the basis of a productive, agreed-upon design while keeping costs to a minimum.

TASK I – PRELIMINARY DESIGN; ALTERNATIVE DEVELOPMENT AND CONCEPTUAL DESIGN

1. Project kickoff meeting will be held to discuss project details.
2. Gather and compile all necessary data required from City and County records, field reconnaissance and other sources as necessary.
3. Provide a topographic survey of existing the Unit Well 19 lot (approximately 1.5 acre) at 2526 Lake Mendota Drive. This will include all features and underground utilities at a minimum distance of 100 ft. from the property line. The survey will be stamped by a Wisconsin-licensed surveyor and be completed in Dane County coordinates.
4. Prepare a QA/QC Plan for MWU's review and approval, including periodic checks for budget and cost control.
5. After QA/QC Plan approval, SEH will schedule and coordinate QC reviews throughout the duration of the work. The approved QA/QC Plan will define QC requirements for the project.
6. Meet with and assist MWU in preparing one Communication and Public Participation Plan including up to three public meetings.
7. Following the selection of the final project configuration, assist MWU in procuring a geotechnical engineer for site specific soil borings and geotechnical report to aid in determining proposed locations of a new treatment building and backwash tank.
8. Develop regular task reporting and communication methods concerning progress of the work.

9. Prepare for and attend one pre-design/workshop meeting with key MWU staff, City Planning Department staff and City Building Facilities Department staff.

This workshop will take into account up to three new conceptual designs, with information provided in MWU's previous planning documents regarding process flow diagrams, interior process piping, proposed filtration equipment, pumping plans and other specific water treatment options that MWU would like to evaluate. Three architectural alternatives will be developed to complement civil site design, existing parcel size and landscape options.

10. Prepare for and attend one architectural/workshop meeting with key MWU staff, City Planning Department staff and City Building Facility Department staff.

This workshop will demonstrate the three different alternatives incorporating architectural features into MWU's processes and water treatment needs as demonstrated from the pre-design/workshop meeting.

Each conceptual design concept will be prepared with the following in mind:

- Site utility coordination and location for gas, electric, telephone, cable, fiber optics, storm sewer, sanitary sewer and water main.
 - Building locations and configurations as created during the workshops will be evaluated in conjunction with the site plan to efficiently and effectively use the available space on the new lot.
 - Environmental issues surrounding the site shall be sensitive to and shall protect all aspects of the site pertaining to local, state and federal laws.
11. All preliminary layouts of the facilities will be reviewed with MWU staff based on construction cost, maintenance efficiencies and access. All layouts will be planned according to current zoning ordinance and Madison's Planning and Urban Development Department specifically the UDC when considering new building types.
 12. Site plan will include grading and storm water management and will review the site in order to drain away from the proposed building and managed in a way to control flooding or excessive ponding of surface runoff.
 13. Landscape design will incorporate the natural existing surrounding features such as existing mature trees, sidewalks, driveways and existing street features into an attractive new design that will blend together this areas established features of the surrounding parcels while keeping in mind, low maintenance, safety and subtle screening the facility.

14. Architectural building and landscape features will be illustrated in sufficient detail to review probable layouts for consideration and will consider:
 - a. 3D modeling previous filter layouts from Unit Well 7, Unit Well 29 and Unit Well 31 in order to develop consistent and efficient building floor plans and process layouts for MWU.
 - b. Interior and exterior renderings of treatments, process equipment, piping layouts, building sections and elevations will be developed while being considerate of general maintenance and operations for the new facilities. Some architectural features that will be explored include concrete block with a mix of brick and Lannon Stone, precast concrete panels or other mix of low maintenance metal panels of industrial-type architecture that are easily erected.
15. Electrical, mechanical, structural and plumbing will review each alternative for compliance with local and state permitting, and will be consistent with the City of Madison plan review and approvals.
16. Constructability, 30% cost estimating and schedule are an important part of the preliminary concepts. Our team will work closely with MWU staff to control these issues throughout the project. Each alternative will be evaluated and a one page technical memo describing these three key components in order to help MWU to make informed decisions.
17. Assist MWU in conducting up to two public meetings presenting the need for project, issues and regulatory approval process. Assist MWU in notifying identified stakeholders, residents and property owners within the vicinity by preparing updated mapping, building renderings, building plans and process flow diagrams to aid in communicating the actions being considered for this new unit well to the City Departments, committees, neighborhood groups and any other interested parties.
18. Assist MWU in up to three MWU Board Meetings. From the workshops, pre-design meetings and public input a preferred alternative will be chosen. Our team will assist MWU 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. See our **schedule** for details of Public Approval Process.
19. SEH will document the information from the alternative development and conceptual design process by preparing a Design Basis Report and Evaluations Matrix Document. This information combined with a presentation to Water Utility Board will complete the services under Task 2.
20. Upon written authorization from MWU of the preferred alternative, SEH will then proceed to Final Design Services.

TASK II – FINAL DESIGN; DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

1. Based on the selected alternative developed in Task 2 our team will begin to prepare final plans, specifications, reports and permit applications required to obtain regulatory agency approvals, competitive bids and enabling construction of the projects. Review plans and opinion of probable cost with the Project Team at approximately the 60 percent and 90 percent 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
 - All City of Madison Planning Department issues as noted during their review process will be addressed during this task. Architectural requirements include: interior space layout meeting ADA requirements; building material schedules; window and door schedules; room finish schedules.
 - Process piping requirements: achieving free flow movements within the facility for ease of maintenance procedures. Our process engineers will review with MWU all horizontal and vertical pipe clearances and extended pipe runs. Other process piping items include pumping equipment locations; chemical feed requirements, storage and integration with filtration equipment.
 - Filtration and backwashing equipment will be laid out with one preferred equipment manufacturer and will address size, efficiencies, redundancy and backwash tank placement
 - Coordinate operations for the water facility operations with LW Allen, the MWU's preferred SCADA provider and their communication system
 - Permitting of the final design will include all WDNR requirements and PSC requirements. Our team will provide the necessary engineering reports to these agencies and coordinate final permit approval.
 - Structural: Analysis of geotechnical report and design of new Unit Well 19's foundations and walls; underground concrete backwash tank design
 - Plumbing and HVAC requirements
 - Electrical: SCADA coordination with City's preferred vendor; new MCC to include VFDs and new programmable logic controller (PLC) systems; telephone system wiring, monitoring and security, emergency backup generator requirements.
2. Prepare four copies of 60 percent and 90 percent 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. All SEH project work is subject to peer reviews as part of SEH's QC program. Each project includes an identified technical reviewer, responsible to assure that QC plans are followed and peer reviews are properly conducted. During this project MWU requires the following reviews:
 - o Task I – Alternative Development and Conceptual Design: Design criteria and alternative development, 90 percent completion, Final Draft
 - o Task II – Final Design Services: 60 percent completion, 90 percent completion
4. Provide MWU with four 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 III – BIDDING AND CONTRACT SERVICES

1. Assist MWU 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 MWU 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. Assist MWU in responding to bidder's questions and prepare addenda as necessary.
5. Assist MWU in evaluating the bids and recommending an award.
 - o In the event that the low bid price is higher than the project budget, SEH will work with MWU to determine ways to cut costs by providing a Value Engineering meeting and provide a technical memo of the results.
 - o If elements can be removed from the work to bring the total cost in below budget, SEH will advise MWU as to the impact of this change.

TASK IV – CONSTRUCTION ADMINISTRATION SERVICES

1. Following award of contract by MWU, coordinate securing the completed contract documents, (contract, bonds, insurance certificates, etc.) from the Contractor for the City.
2. Assist MWU 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. Be present to 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 to MWU each time the inspector/engineer is on site.
6. Periodically advise MWU of the progress of construction. Consult with MWU on all issues regarding construction and completion of the project.
7. Assist MWU in reviewing all Contractor monthly pay requests and change orders.
8. Conduct final inspection of the project with MWU staff. Prepare final punch-list and coordinate start-up 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 sets to the City, including one electronic version on CD-ROM.
11. Assist the MWU with an open house and dedication at the completion of the project.

TASK V – TESTING STARTUP AND COMMISSIONING

1. SEH will assist in testing the new facilities objectives. As part of the construction documents and the performance specifications the contractor is required to supply MWU SEH will review and monitor the contractor's process and provide an independent evaluation of the testing, start-up and commissioning.
2. Our water operations specialist John Thom will assist in the startup process and the multidisciplinary team of water specialists will document the results in a Technical memo to MWU staff.
3. Assist MWU and contractor during the commissioning process and provide John Thom's expertise to troubleshoot water process issues and report findings to MWU and WDNR.
4. Upon the successful completion of Testing, Startup and Commissioning SEH will provide MWU a summary of the reports with documentation supplied from the contractor regarding operations and maintenance manuals.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Project Overview

City of Madison Water Utility (“MWU,” “Utility”) is soliciting proposals from qualified engineering firms (“Consultant”) to provide professional engineering services to include the preliminary and final design and construction administration for the proposed iron, manganese and radium treatment system at Unit Well 19 (“project”). The work includes, but is not limited to, public participation support, permitting, working with the DNR, PSC, and UW-Madison, preparation of drawings and specifications, bidding assistance, construction administration, training and facility startup services. The selected Consultant is expected to work closely with MWU staff as part of the project team to successfully complete and implement the project.

2.2 Project Background

Unit Well 19 (UW 19) was constructed in 1974 and consists of a deep well and pump, three booster pumps and a 3-million gallon buried reservoir. Madison Gas and Electric owns and maintains a standby generator on the site. The well is run year-round and pumps 300 to 500 million gallons annually and is a critical source of water for the University of Wisconsin and the near west side of the City of Madison. The 2005 Infrastructure Management Plan assessment found the facility in good working condition but noted an issue with poor water quality, specifically iron and manganese.

Since 2018, average monthly measurements have been 0.2 mg/L iron and 0.045 mg/L manganese; five samples exceeded the Secondary Maximum Contaminant Level (SMCL) for manganese, 0.05 mg/L. Rising combined radium levels are also a concern at Unit Well 19. Since 2018, two samples surpassed the regulatory limit of 5 pCi/L, with seven more measuring greater than 4 pCi/L. Over this time, the running annual average of quarterly samples has ranged from 3.4 to 4.8 pCi/L.

Per Madison Water Utility Board procedural guidelines for water quality treatment, when a contaminant consistently exceeds 80% of either a Maximum Contaminant Level (MCL) or Secondary MCL (SMCL), action to reduce the contaminant level is triggered. Currently, iron is at 67% of its SMCL of 0.3 mg/L, manganese at 90% of its SMCL and combined radium, based on the latest running average of quarterly samples, is at 82% of the MCL. This project's objective is to correct these water quality deficiencies and bring the levels of all three contaminants to well below their respective MCL or SMCL.

2.3 Project Location

Unit Well 19 is located on an easement on University of Wisconsin-Madison property near Picnic Point and immediately east of the University's Eagle Heights student housing complex.

- Address: 2526 Lake Mendota Drive, Madison, WI 53705
- The easement size is approximately 1.5 acres (260 feet by 260 feet)
- The easement is located in the northwest corner of University of Wisconsin-owned Parcel 0709-161-0099-7 (2000 University Bay Dr)

2.4 Detailed Project Description

2.4.1 General Overview

The project consists primarily of the design and installation of systems to reduce significantly iron, manganese, and radium levels to well below their respective SMCLs and MCL. Pilot testing performed in 2018 demonstrated the ability of a recommended pyrolusite-based treatment system to meet all water quality treatment goals. The existing facility may not be able to accommodate the proposed treatment

systems; thus, an additional project element is the design and construction of housing for those systems. MWU will consider either an addition to the existing building or the construction of a stand-alone structure for the new treatment systems. The pilot test study and a preliminary design report are attachments to the RFP.

2.4.2 Design Criteria

The treatment system shall meet the treatment goals of less than 0.1 mg/L iron, 0.02 mg/L manganese and 2.5 pCi/L combined radium (radium 226 and 228). MWU currently operates three pyrolusite media iron and manganese filters at Wells 7, 29 and 31. Water quality from these operating pyrolusite media filters has been excellent with an approved filter loading rate of up to 12 gpm/ft². Pilot testing results indicate that loading rates of 10-12 gpm/ft² will meet iron and manganese treatment goals and, at least initially, achieve up to 70% radium removal without additional treatment (i.e. hydrous manganese oxide, HMO). See the attached preliminary design report for details. Project design criteria will be developed and refined based on the established treatment goals, DNR and PSC regulations, pilot testing results, and alternatives evaluation.

2.4.3 Project Objectives

- The overall objective of this work is to develop a set of clear design documents that will allow the project to be efficiently and economically bid and constructed.
- The project shall meet or exceed all DNR, PSC, MWU, and UW-Madison requirements.
- The consultant shall evaluate the treatment impacts on overall water chemistry. In the event that the treatment system has a negative impact on finished water chemistry, the consultant shall work with MWU to modify and adjust the treatment process or water chemistry to mitigate the negative impact.
- The Treatment system will have an expected life span of 50 years; the building or addition will have an expected life span of 75 years.
- The proposed addition or new structure to house the treatment system will architecturally complement the existing building to the maximum extent feasible.
- The project scope shall include any building or equipment upgrades or modifications required to meet applicable regulations.
- The project scope shall include the replacement of aged equipment; specifically, it is expected that the current Motor Control Center (MCC) and the existing deep well and booster pumps and motors will be replaced.
- Plan for the addition of variable frequency drives (VFDs) to the deep well and booster pump motors. The consultant shall evaluate the current three booster pump configuration and make a recommendation for the most operationally and cost effective booster pumping configuration.
- The existing mature landscaping and trees on the site shall be protected and preserved to the greatest extent possible.
- Site and facility security shall be designed into the new facility and integrated into the existing system, without detracting from the visual impact of the building, to prevent unauthorized tampering with facility operations.

- Operational noise production at the facility including but not limited to, pump operation, electrical gear, and HVAC systems shall be considered and mitigated. Noise from any new equipment shall be limited to no more than 45 db at the property line.
- The treatment system shall be integrated into the Water Utility's SCADA system (Wonderware).
- The treatment and building systems shall be designed to be low maintenance, durable and energy efficient.
- The building/addition shall meet or exceed all building codes and City of Madison requirements.

2.4.4 Major Project Components

- Preliminary Design: The consultant shall develop a minimum of three alternatives for consideration. Proposed concepts shall be developed with adequate specificity to allow the project team to review and evaluate each proposal in detail. Preliminary designs shall consider the triple bottom line of social, environmental, and economic impacts of the project. The recommended design concept shall be presented to the Water Utility Board for approval.
- Final Design: Drawings and specifications suitable for competitive bidding of the approved design concept shall be prepared for the project. These project documents shall meet all City, State, and Federal codes for projects of this type.
- Cost Estimating: Controlling project costs is essential for project success. The consultant shall develop and maintain a detailed project cost estimate throughout the project. The cost impacts of all design decisions shall be clearly communicated to MWU. If the project costs increase above the approved budget, the consultant shall work closely with MWU staff to reduce costs or if justified, increase the project budget. An updated detailed cost estimate is required at all project milestones.
- Project Scheduling: Keeping the project on schedule is critical to meet project objectives. Routinely review and update the project schedule. Evaluate the impact of all design decisions on the project schedule. Communicate any scheduling impacts to MWU when they occur.
- Permitting: All components of the project shall meet or exceed all permitting requirements. The project shall be approved by the PSC, DNR, City of Madison, and the University of Wisconsin. The consultant shall work with all permitting agencies to ensure the project meets all objectives and requirements.
- Bidding: The consultant shall assist MWU in bidding the project through the City of Madison Board of Public Works. Following receipt of bids, the consultant shall assist MWU in evaluation of all bids and shall make a recommendation to accept or reject the bids.
- Construction: The selected consultant shall provide construction inspection services for the project to include but not necessarily be limited to; submittal review, pay request processing, change order review and approval, part-time site inspection, construction engineering, and contract closeout.
- Testing, Startup and Commissioning: The consultant will work with MWU staff to test, startup and commission the treatment system to verify it meets treatment goals.

2.4.4 Budget Information

Madison Water Utility has budgeted a total of \$7,663,000 for the project. Of the total, \$6,691,000 is budgeted for construction, and \$859,000 is anticipated for design development and project administration. The remainder of the budget is planned for internal Utility and public participation costs.

Firms shall develop a budget for the work as a part of the proposal and detail any budget concerns on the project in the proposal.

2.4.5 Proposed Schedule

MWU anticipates that the project will start in March 2022. Preliminary design, final design and permitting is budgeted for 12 months. MWU expects the project will be competitively bid in March 2023 with a bid opening in April 2023 as a City of Madison public works contract. Construction is expected to begin in May of 2023 and continue for approximately 12 months, with testing, start-up and commissioning operations anticipated to occur in May 2024.

2.5 Scope of Work & Services

2.5.1 General Information

Consultants shall work closely as a part of the project team with Water Utility staff, regulators, University of Wisconsin representatives, City officials and the public to develop a design for the facility that meets the Utility's needs. This objective will be accomplished through frequent and routine communication and meetings of the project team, a series of design review workshops and close coordination with the Water Utility and other City Departments. Consultants shall prepare presentation materials, attend and present at all meetings required for project approval with regulatory and/or review authority, including the Water Utility Board, City of Madison, UW Madison, DNR and PSC.

2.5.2 Preliminary Design

- A. Objective: Based on the results of the pilot study, using the selected treatment system, develop a minimum of three project alternatives for preliminary design. Develop the preliminary designs and operating and capital cost estimates in sufficient detail to allow evaluation of the feasibility of each alternative. Provide evaluation based on the triple bottom line and work with MWU staff to make a recommendation to the Water Utility Board.
- B. Public Involvement:
- Assist MWU staff with public involvement and communication.
 - Attend a minimum of two public meetings and two Water Utility Board meetings to present alternatives and answer questions.
 - Assist MWU staff with maintaining the project web page.
 - Prepare project informational bulletins, graphics, Power Point presentations and other documents to convey the intent and content of any project alternatives, preliminary designs, and impacts to the local environment and community.
- C. Site Plan Development:
- Assist MWU staff with public involvement and communication.
 - Surveying:
 - Paper record drawings of the existing facilities are available.

- Provide detailed surveying as required to complete the work and prepare all required project drawings.
- Include all easements, setback requirements and any other available property information.
- Include all features and utilities a minimum distance of 100 feet from the project easement line.
- Include Lake Mendota Drive in the survey.
- Plot the site plan at 1" = 10' on a 22" x 34" sheet.
- The property survey shall be prepared and stamped by a surveyor licensed in the State of Wisconsin.
- Geotechnical Investigation: Assist the Utility with the procurement of a site geotechnical report. Coordinate all the work of the geotechnical engineer in the development of the report.
- Site Utilities: Locate all public utilities in the area. Coordinate all necessary utility work to include but certainly not be limited to: gas, electric, telephone, storm and sanitary sewer. Coordinate with MGE on all generator requirements and setbacks.
- Environmental issues: Design the site to be sensitive to and protect the surrounding environment and comply with all environmental laws and regulations.
- Planning and Urban Development: Develop the site plan in accordance with the requirements of the Madison Planning Department.
- Zoning: Conform to the zoning requirements for the area.
- Grading and Storm Water – Grade the site to drain from the building and provide an adequate storm drainage system to prevent flooding or excessive ponding of surface runoff and any damage to adjacent property. Meet the stormwater requirements of the City of Madison Engineering Department and the University of Wisconsin.
- Landscape Design: Provide a landscape design that is attractive, low maintenance, and effective in screening the facility.
- Drawings: Develop drawings that illustrate the design concepts being proposed to allow the Utility to review and approve the development plan. Include at a minimum, site, grading and landscape plans (scale 1"=10' full size).

D. Building Configuration and Development

- Treatment System layout: Develop building/addition plans and treatment system layouts for each concept. The conceptual design shall establish exterior treatments and materials.
- Review with Water Utility staff the floor plan, treatment system, and piping layouts and work to determine the best treatment system configuration alternative for the facility.
- Drawings: Develop sufficient types and numbers of drawings to convey the design concept being proposed. Drawings to be produced shall include but shall not be limited to: Floor, equipment and piping plans, sections, elevations, and details.

E. ADA Compliance: Accommodate the accessibility needs for the disabled as required by the Americans with Disabilities Act.

F. Energy Conservation: The City is a partner in the Federal Government's Energy Star Program for buildings; focus designs on energy efficiency.

- Sound Control: Control sound such that maximum sound level emitted from any new equipment at any time shall be limited to 45 db measured at the property line.
- Constructability issues: Be fully responsible for the constructability and phasing of the proposed plan.

- G. Presentation Materials: Provide MWU with any and all necessary drawings, renderings, and exhibits to convey the intent of the design to City Departments, University of Wisconsin staff, committees, neighborhood groups and other stakeholders. These materials become the property of the Utility.
- H. Preparation of Wisconsin Public Service Commission Application
- Based on the information developed in the Pre-Design Report and the associated preliminary project cost estimates, work with MWU staff to complete the application to the Wi PSC for a project Authorization to Construct.
 - Provide assistance to MWU in completing all of the Wi PSC requirements for the application
 - Work with MWU staff to modify, update and revise the application until approved by Wi PSC
- I. Other Requirements
- Provide a detailed description of any other tasks required to complete the work. Failure to account for items that would be considered usual and customary to this project shall not be justification for additional compensation or an extension of contract time.
 - Do not proceed with Final Design until receipt of written approval of the conceptual design from MWU.
 - Provide minutes of all meetings
- J. Products
- Summary of permitting requirements
 - Wisconsin PSC application for Authorization to Construct
 - Wisconsin PSC project approval
 - Wisconsin DNR project approval application
 - Wisconsin DNR project approval
 - City of Madison project approval
 - University of Madison project approval
 - Detailed design and construction schedule
- K. Water Utilities Responsibilities for Preliminary Design:
- Provide existing information on the property and the existing facility.
 - Provide timely input into facility design development.
 - Provide direction on Utility objectives and needs.
 - Complete design review and provide comments and direction within 2 weeks of receipt of preliminary information.
 - Provide any additional cost data to consultant for Wi PSC application
 - Coordinate meetings of Utility staff and other City departments.
 - Select a preferred alternative and provide direction to allow the work to proceed to Final Design
 - Host review meetings.

SEH TASK II 2.5.3 Final Design

- A. Objective: To incorporate the approved components of the preliminary design into the final design drawings and specifications suitable for public bidding and construction while staying within the established project budget.

B. Final Design Components:

- Site plan design (Scale 1"=10' @ full size)
- Landscape design
- Site utilities (Scale 1"=10' @ full size)
- City Planning Department required permits and documentation
- Architectural requirements
- Mechanical and piping requirements
- Filtration and backwash requirements
- Treatment system requirements
- Chemical feed requirements
- Monitoring and security requirements
- Interior space layout
- Telephone system wiring
- PLC System
- SCADA system setup and communications
- Building material schedules
- Window and door schedules
- Room finish schedules
- Plumbing
- Electrical, including MCC
- Security, including lighting, cameras and card readers
- HVAC
- ADA compliance
- Any other component and schedules necessary to complete the work to the satisfaction of MWU.

C. Drawings: Prepare plans, sections, elevations, mechanical and piping plans, lighting plans, structural and architectural details, grading, site and landscape plans, standard details, and any other drawings to adequately define the work and allow competitive bidding on the project.

D. Specifications: Prepare project specifications in CSI format to cover all aspects of the project. Craft the specifications to encourage competitive bidding.

E. Constructability: Be fully responsible for the constructability of the final design and bidding documents. Notwithstanding any recommendations or approvals by the City, the Consultant shall not be relieved from responsibility for the workability and suitability of the design and all associated details.

F. Other:

- Complete any other tasks as needed to meet the project objectives and develop a complete set of contract documents.
- Itemize in the proposal any additional tasks beyond those noted herein believed to be required to meet project objectives
- Failure to account for items that would be considered usual and customary to this project shall not be justification for additional compensation or an extension of contract time.
- Provide minutes of all meetings.
- Do not proceed to the bidding phase without the prior written approval of MWU.

G. Products

- Final Design Drawings and Specifications suitable for bidding through the Madison Board of Public Works

H. Water Utilities Responsibilities for Final Design:

- Provide timely input into facility final design development.
- Provide required direction on Utility objectives and needs.
- Complete design review and provide comments and direction within 2 weeks of receipt of information.
- Coordinate meetings of Utility staff and other City departments.
- Host review meetings and workshops.

2.5.4 Final Cost Estimating and Project Cost Control

A. Cost Estimates:

- Work to keep the total project cost within approved budget; be aware of the cost impacts of design recommendations.
- Present the cost impacts of the relative features of each option during the discussion of design concepts.
- Routinely update project cost estimates as the design is developed.

B. Construction Cost Control:

- Work closely with the Water Utility to control costs throughout the project.
- Consultant shall remain responsible for maintaining the project within the approved budget throughout all project phases.
 - If project cost estimates indicate that the recommended design will exceed the approved budget, promptly communicate the magnitude of the budget overrun and work closely with MWU staff.
 - If project cost estimates exceed the budget due to the actions or inactions of the Consultant, redesign the facility at no additional cost to bring the work within budget.
 - Conduct a Value Engineering review of the full design and develop design alternatives for consideration that would reduce the overall cost of the project.
- Project Budget Adjustment:
 - If an adjustment in the project budget is required, notify MWU immediately and provide supporting documentation and justification.
 - Do not proceed with the modifications to the facility design that are outside the approved budget without the prior written authorization of the Utility.

I. Products

- Routinely update cost estimate at all milestones of the project and submit to MWU.

J. Water Utilities Responsibilities for Final Cost Estimating and Project Cost Control:

- Work closely with the Consultant throughout the project to control costs.
- Process a budget amendment if needed.

- Work with the Consultant to redesign the facility to bring the project within budget if needed.

2.5.5 Project Scheduling

- A. Develop, and update as needed, a Gantt chart project schedule that includes all phases of the project through construction completion and startup and takeover of the facility by the Water Utility.
- B. Keep the project on schedule throughout all phases of design and construction.
- C. Immediately communicate any delays in the schedule to the Water Utility.
- D. Regularly update the project schedule throughout all phases of design, bidding, and construction. Include review times required by the Utility, City Planning, Urban Design, Public Works, UW-Madison, DNR, the PSC and any other reviewing authority. Failure to include these review periods within the schedule and any delays resulting from shall not be a basis for additional compensation or an extension of time.
- E. Products:
- Provide updated project schedule at all milestones of the project and submit to MWU
- F. Water Utility Responsibilities for Project Scheduling:
- Provide timely feedback at design review milestones
 - Provide timely response to questions, requests for information and meeting scheduling requests.
 - Approve schedule extensions if necessary.

2.5.6 Permitting

- A. Permitting, Review, and Approval:
- Obtain all required approvals and permits for the work.
 - Obtain Wisconsin DNR approval of the project
 - Obtain Wisconsin PSC approval of the project
 - Obtain University of Wisconsin approval of the project
 - The final design shall be reviewed by MWU staff and approved by the MWU Board and other Departments of the City of Madison.
 - In the event that the final design is not approved, revise the design at no additional cost to MWU until which time it gains approval.
 - No extension of time shall be granted for failure to gain necessary approvals and permits for the projects.
 - Consultant shall be held responsible for project delays resulting from failure to obtain necessary permits in a timely manner.
- B. Products:
- Provide updated project schedule at all milestones of the project and submit to MWU.
- C. Water Utility Responsibilities for Permitting:
- Pay for all permits
 - Review and assist with submission of all permits

SEH TASK III 2.5.7 Bidding Services

- A. Objective: to competitively bid the project to engage a qualified contractor at an equitable price with minimal change orders.
- B. Provide all necessary personnel, resources, and sub-consultants to assist MWU in competitively bidding the work.
- C. Prepare bidding forms, conditions of the Contract, and the form of Agreement between the Contractor and MWU as required by the Board of Public Works.
- D. Assist MWU in answering questions from prospective bidders.
- E. Participate in a pre-bid meeting with prospective contractors.
- F. Prepare contract addendums as required to clarify or modify the design.
- G. Assist MWU in evaluating the bids and recommending an award.
- H. In the event that the low bid price is higher than the project budget, conduct a Value Engineering study of the project in cooperation with MWU to determine ways to cut costs. Advise MWU as to the impact of any changes.
- I. Any other work as required in this Scope of Work required to successfully bid the project.
- J. Products
 - Addendums as required
 - Bid evaluation and recommendation
 - Value Engineering Study and redesign if required
- K. Water Utility Responsibilities:
 - Print and distribute bid documents
 - Host the pre-bid meeting
 - Host the bid opening.
 - Coordination between Utility staff and other City departments.
 - Work with the Consultant to recommend a bidder.
 - Work with the Consultant through a Value Engineering process if required.

SEH TASK IV 2.5.8 Construction Administration Services

- A. Objective: Assist Madison Water Utility in monitoring, recording, and administering construction activities.
- B. Provide all necessary personnel, resources, and sub-consultants to assist MWU in administering construction of the project.
- C. Services include but are not necessarily limited to:
 - Shop drawing review
 - Schedule compliance
 - Contract compliance
 - Hold regular construction meetings

- Provide all meeting minutes
- Processing requests for information, requests for change and change orders.
- Review and approval of monthly pay requests
- Review and approval of operation and maintenance manuals
- Review of test results
- Conducting the final inspection and developing a punch list and ensuring its completion
- Contract closeout
- Electronic Record Drawings and other documentation of construction
- Coordinate MWU staff training
- Other tasks normal to facility construction administration

D. Inspection:

- MWU does not anticipate the need for full time inspection services. Provide a reasonable amount of on-site coordination and inspection to ensure that the facility is constructed in compliance with project contract documents.
- Provide written reports to MWU for each site visit.

E. Products

- Copies of all construction documentation, shop drawings, material testing, meeting minutes, change orders, pay requests, photos, and other records.
- Approved Operations and Maintenance Manuals
- Record Drawings

F. • Water Utility Responsibilities:

- Accept or reject contract documentation
- Approve pay requests
- Provide direction as necessary
- Accept or reject change orders
- Attend project meetings
- Coordinate and schedule Utility staff and other City departments.
- Work with the Consultant to ensure contract compliance

SEH TASK V 2.5.9 Testing, Startup, and Commissioning

A. Objective: Test and document that the treatment system constructed meets or exceeds all hydraulic and water quality goals. Demonstration of automatic operation of the treatment system for a minimum of 1 week without failure.

B. Testing:

- Monitor and record testing of each installed component to ensure that they meet the project specifications for performance and installation.
- Ensure all components have been properly disinfected and tested.
- Document testing results and include in project operations and maintenance manuals
- Ensure correction of all components and equipment that does not meet specified testing criteria.
- Report results to MWU

C. Startup:

- Following successful testing of each component, work with MWU staff and the contractor to startup each section of the facility to verify operation and specification compliance.
- Document all startup procedures and results.

- Work with contractor to correct any identified contingencies.

D. Commissioning:

- Following successful testing and startup, work with MWU staff and the contractor to commission the treatment facility.
- Commissioning shall include fully automatic around the clock operation of the facility for a minimum of 7 consecutive days without failure.
- Document all commissioning activities.
- Recommend acceptance of the system to MWU following successful commissioning.
- Work with the Wisconsin DNR to inspect and approve the completed treatment system.

E. Products:

- All documentation of testing, startup, and commissioning.

F. Water Utility Responsibilities:

- Assist consultant and contractor with all testing, startup, and commissioning activities
- Coordinate testing, startup and commissioning with Utility operations
- Provide timely feedback and additional information as needed.
- Recommend operational settings and parameters
- Assist with water quality testing

2.5.10 Quality Assurance and Quality Control

A. Objective: A high quality facility with reliable, long-lasting, and sustainable components.

B. Quality Assurance/Quality Control (QA/QC) by the consultant at all stages of the project is expected.

C. QA/QC shall include but not be limited to:

- Schedule monitoring and compliance
- Project reviews both internal and external
- Project communications
- Project meetings
- Standards employed
- Cost review and control
- QA/QC methods and criteria

D. Required MWU Quality Control Reviews:

- Preliminary Design:
 - Design criteria and alternative development
 - Evaluation criteria and triple bottom line matrix
 - 90 percent completion
 - Final draft
- Final Design
 - 50 percent completion
 - 90 percent completion
 - Final draft

2.5.11 Communications and Meetings

A. Hold a project kickoff meeting prior to starting work.

- B. Lead project meetings as needed but not less than monthly. Take meeting minutes and distribute them to the project team.
- C. Monthly progress reports:
 - Deliver a progress report by the first of every month. Note that payments will not be released without an acceptable monthly report.
 - Detail progress made, planned work and any issues that need to be resolved.
 - Include an undated project schedule.
 - Limit the report to one page of text, not including schedules, charts or tables.

2.5.12 Products

- A. All project documents become the property of the Utility.
- B. At each review point, deliver to the Utility complete PDF files of all documents plus (2) paper copies unless directed otherwise by the Utility.
- C. Permit Submittals: Provide copies as required.
- D. Final Approved Documents:
 - Submit all documents in PDF file format.
 - Also submit specifications electronically in MS Word format.
 - Also submit drawings electronically in AutoCAD format.
- E. Monthly progress reports.
- F. At the completion of the project, submit all documents in original file format in addition to PDF format.

SEH will work with MWU and UW Madison Campus Planning Department to gain approval through their permitting requirements. The submittals will meet the project goals, objectives and requirements.	1.0	\$ 228.42	4.0	\$ 600.10											20.0	\$ 2,639.43
Permitting of the final design will include all WDNR requirements and PSC requirements. Our team will provide the necessary engineering reports to these agencies and coordinate final permit approval		\$ -	4.0	\$ 600.10	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Structural: Analysis of geotechnical report and design of new Unit Well 19's foundations and walls; underground concrete backwash tank design	1.0	\$ 228.42	2.0	\$ 300.05	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Plumbing and HVAC requirements	1.0	\$ 228.42	2.0	\$ 300.05	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Electrical: SCADA coordination with City's preferred vendor; new Motor Control Cabinet to include VFDs and new programmable logic controller (PLC) systems; telephone system wiring, monitoring and security, emergency backup generator requirements.	1.0	\$ 228.42	2.0	\$ 300.05	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Project Estimating and Cost Control; All Discipline review at 60% & 90% design	2.0	\$ 456.84	4.0	\$ 600.10	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 580.00	204.0	\$ 27,540.00	4.0	\$ 527.89
Prepare four copies of 60 percent and 90 percent 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.	0.0	\$ -	40.0	\$ 6,001.00	0.0	\$ -	0.0	\$ -	80.0	\$ 11,439.42	4.0	\$ 580.00	204.0	\$ 27,540.00	4.0	\$ 527.89
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
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	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Tasks III - Bidding Services	11.0	\$ 2,512.63	64.0	\$ 9,601.59	0.0	\$ -	0.0	\$ -	0.0	\$ -	8.0	\$ 1,160.00	8.0	\$ 1,080.00	4.0	\$ 527.89
Assist MWU with preparation of advertisement for bids, solicit/coordinate the bid process.	1.0	\$ 228.42	24.0	\$ 3,600.60	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Prepare bidding forms, conditions of the contract and the form of agreement between the Contractor and MWU as required by the Board of Public Works.	2.0	\$ 456.84	16.0	\$ 2,400.40	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Participate in a pre-bid meeting with prospective contractors explaining the project concepts and goals and answering questions that come up.	6.0	\$ 1,370.53	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	6.0	\$ 870.00	6.0	\$ 810.00		\$ -
Assist MWU in responding to bidder's questions and prepare addenda as necessary.	1.0	\$ 228.42	16.0	\$ 2,400.40	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 527.89
Assist MWU in evaluating the bids and recommending and an award.	1.0	\$ 228.42	8.0	\$ 1,200.20	0.0	\$ -	0.0	\$ -	0.0	\$ -	2.0	\$ 290.00	2.0	\$ 270.00		\$ -
Tasks IV - Construction Administration Services	6.0	\$ 1,370.53	116.0	\$ 17,402.89	0.0	\$ -	0.0	\$ -	76.0	\$ 10,867.45	12.0	\$ 1,740.00	120.0	\$ 16,200.00	14.0	\$ 1,847.60
Following award of contract by MWU, coordinate securing the completed contract documents, (contract, bonds, insurance certificates, etc.) from the Contractor for the City.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	8.0	\$ 1,143.94	0.0	\$ -	0.0	\$ -	0.0	\$ -
Assist MWU in conducting a pre-construction meeting with Contractor, City's representatives and other parties directly affected by the construction.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	8.0	\$ 1,143.94	6.0	\$ 870.00	0.0	\$ -	2.0	\$ 263.94
Provide necessary horizontal alignment and vertical control staking for the construction activity.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
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.	0.0	\$ -	100.0	\$ 15,002.49	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	60.0	\$ 8,100.00	8.0	\$ 1,055.77
Be present to 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 to MWU each time the inspector/engineer is on site.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	36.0	\$ 4,860.00	4.0	\$ 527.89
Periodically advise MWU of the progress of construction. Consult with MWU on all issues regarding construction and completion of the project.	2.0	\$ 456.84	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Assist MWU in reviewing all Contractor monthly pay requests and change orders.	0.0	\$ -	12.0	\$ 1,800.30	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Conduct final inspection of the project with MWU staff. Prepare final punch-list and coordinate start-up and Owner training with Contractor.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	6.0	\$ 870.00	18.0	\$ 2,430.00	0.0	\$ -
Prepare final pay requests and submit project completion letter/documentation.	0.0	\$ -	4.0	\$ 600.10	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Prepare record drawings, equipment manuals and other "record" documentation of project. Submit four sets to the City, including one (1) electronic version on CD-ROM.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	60.0	\$ 8,579.57	0.0	\$ -	6.0	\$ 810.00	0.0	\$ -
Assist the MWU with an open house and dedication at the completion of the project.	4.0	\$ 913.68		\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Tasks V - TESTING STARTUP AND COMMISSIONING	4.0	\$ 913.68	20.0	\$ 3,000.50	0.0	\$ -	40.0	\$ 7,872.59	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
SEH will assist in testing the new facilities objectives. As part of the construction documents and the performance specifications the contractor is required to supply MWU SEH will review and monitor the contractor's process and provide an independent evaluation of the testing, start-up and commissioning.	2.0	\$ 456.84		\$ -	0.0	\$ -		\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Our water operations specialist John Thom will assist in the startup process and the multidisciplinary team of water specialists will document the results in a Technical memo to MWU staff.	1.0	\$ 228.42		\$ -	0.0	\$ -	40.0	\$ 7,872.59	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Assist MWU and contractor during the commissioning process and provide John Thom's expertise to troubleshoot water process issues and report findings to MWU and WDNR.	1.0	\$ 228.42		\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Upon the successful completion of Testing, Startup and Commissioning SEH will provide MWU a summary of the reports with documentation supplied from the contractor regarding operations and maintenance manuals.	0.0	\$ -	20.0	\$ 3,000.50	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
Totals	108.0	\$ 24,669.48	564.0	\$ 84,614.04	24.0	\$ 4,093.09	40.0	\$ 7,872.59	458.0	\$ 65,490.69	225.0	\$ 32,625.00	597.0	\$ 80,595.00	155.0	\$ 20,455.61

SEH will work with MWU and UW Madison Campus Planning Department to gain approval through their permitting requirements. The submittals will meet the project goals, objectives and requirements.												8.0	\$ 1,005.90						
Permitting of the final design will include all WDNR requirements and PSC requirements. Our team will provide the necessary engineering reports to these agencies and coordinate final permit approval	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 753.57	16.0	\$ 2,011.80	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Structural: Analysis of geotechnical report and design of new Unit Well 19's foundations and walls; underground concrete backwash tank design	0.0	\$ -	0.0	\$ -	0.0	\$ -	100.0	\$ 17,618.14	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Plumbing and HVAC requirements	0.0	\$ -	40.0	\$ 8,096.77	40.0	\$ 8,096.77	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Electrical: SCADA coordination with City's preferred vendor; new Motor Control Cabinet to include VFDs and new programmable logic controller (PLC) systems; telephone system wiring, monitoring and security, emergency backup generator requirements.	24.0	\$ 4,711.53	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Project Estimating and Cost Control; All Discipline review at 60% & 90% design	0.0	\$ -	4.0	\$ 809.68	4.0	\$ 809.68	4.0	\$ 704.73	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Prepare four copies of 60 percent and 90 percent 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.	200.0	\$ 39,262.74	60.0	\$ 12,145.15	50.0	\$ 10,120.96	160.0	\$ 28,189.02	42.0	\$ 7,912.48	76.0	\$ 9,556.05	40.0	\$ 4,800.00	20.0	\$ 1,919.62	0.0	\$ -	
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
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	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Tasks III - Bidding Services	8.0	\$ 1,570.51	4.0	\$ 809.68	4.0	\$ 809.68	18.0	\$ 3,171.26	0.0	\$ -	12.0	\$ 1,508.85	0.0	\$ -	60.0	\$ 5,758.85	0.0	\$ -	
Assist MWU with preparation of advertisement for bids, solicit/coordinate the bid process.	8.0	\$ 1,570.51	4.0	\$ 809.68	4.0	\$ 809.68	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Prepare bidding forms, conditions of the contract and the form of agreement between the Contractor and MWU as required by the Board of Public Works.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	60.0	\$ 5,758.85	0.0	\$ -	
Participate in a pre-bid meeting with prospective contractors explaining the project concepts and goals and answering questions that come up.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Assist MWU in responding to bidder's questions and prepare addenda as necessary.	0.0	\$ -	0.0	\$ -	0.0	\$ -	16.0	\$ 2,818.90	0.0	\$ -	12.0	\$ 1,508.85	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Assist MWU in evaluating the bids and recommending an award.	0.0	\$ -	0.0	\$ -	0.0	\$ -	2.0	\$ 352.36	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Tasks IV - Construction Administration Services	64.0	\$ 12,564.08	30.0	\$ 6,072.57	30.0	\$ 6,072.57	110.0	\$ 19,379.95	0.0	\$ -	12.0	\$ 1,508.85	0.0	\$ -	41.0	\$ 3,935.21	336.0	\$ 42,247.82	
Following award of contract by MWU, coordinate securing the completed contract documents, (contract, bonds, insurance certificates, etc.) from the Contractor for the City.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Assist MWU in conducting a pre-construction meeting with Contractor, City's representatives and other parties directly affected by the construction.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Provide necessary horizontal alignment and vertical control staking for the construction activity.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
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.	16.0	\$ 3,141.02	8.0	\$ 1,619.35	8.0	\$ 1,619.35	80.0	\$ 14,094.51	0.0	\$ -	12.0	\$ 1,508.85	0.0	\$ -	41.0	\$ 3,935.21	0.0	\$ -	
Be present to 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 to MWU each time the inspector/engineer is on site.	20.0	\$ 3,926.27	8.0	\$ 1,619.35	8.0	\$ 1,619.35	16.0	\$ 2,818.90	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	300.0	\$ 37,721.27	
Periodically advise MWU of the progress of construction. Consult with MWU on all issues regarding construction and completion of the project.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Assist MWU in reviewing all Contractor monthly pay requests and change orders.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Conduct final inspection of the project with MWU staff. Prepare final punch-list and coordinate start-up and Owner training with Contractor.	12.0	\$ 2,355.76	6.0	\$ 1,214.51	6.0	\$ 1,214.51	6.0	\$ 1,057.09	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	20.0	\$ 2,514.75	
Prepare final pay requests and submit project completion letter/documentation.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Prepare record drawings, equipment manuals and other "record" documentation of project. Submit four sets to the City, including one (1) electronic version on CD-ROM.	16.0	\$ 3,141.02	8.0	\$ 1,619.35	8.0	\$ 1,619.35	8.0	\$ 1,409.45	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	16.0	\$ 2,011.80	
Assist the MWU with an open house and dedication at the completion of the project.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Tasks V - TESTING STARTUP AND COMMISSIONING	20.0	\$ 3,926.27	8.0	\$ 1,619.35	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	20.0	\$ 1,919.62	20.0	\$ 2,514.75	
SEH will assist in testing the new facilities objectives. As part of the construction documents and the performance specifications the contractor is required to supply MWU SEH will review and monitor the contractor's process and provide an independent evaluation of the testing, start-up and commissioning.	20.0	\$ 3,926.27	8.0	\$ 1,619.35	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Our water operations specialist John Thom will assist in the startup process and the multidisciplinary team of water specialists will document the results in a Technical memo to MWU staff.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Assist MWU and contractor during the commissioning process and provide John Thom's expertise to troubleshoot water process issues and report findings to MWU and WDNR.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	
Upon the successful completion of Testing, Startup and Commissioning SEH will provide MWU a summary of the reports with documentation supplied from the contractor regarding operations and maintenance manuals.	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	20.0	\$ 1,919.62	20.0	\$ 2,514.75	
Totals	513.0	\$ 100,708.93	206.0	\$ 41,698.34	164.0	\$ 33,200.74	450.0	\$ 79,281.62	72.0	\$ 13,564.24	281.0	\$ 35,332.25	100.0	\$ 12,000.00	161.0	\$ 15,452.91	356.0	\$ 44,762.57	

SHORT ELLIOTT HENDRICKSON: PROJECT WORK PLAN

PROJECT NAME: Well 19 Engineering Design, Architectural, and Construction Services

PROJECT NUMBER: MADWU

CLIENT: MADISON WATER UTILITY

CLIENT CONTACT- Kelly Miess, PE

SEH PROJECT MANAGER: Randy Sanford, PE

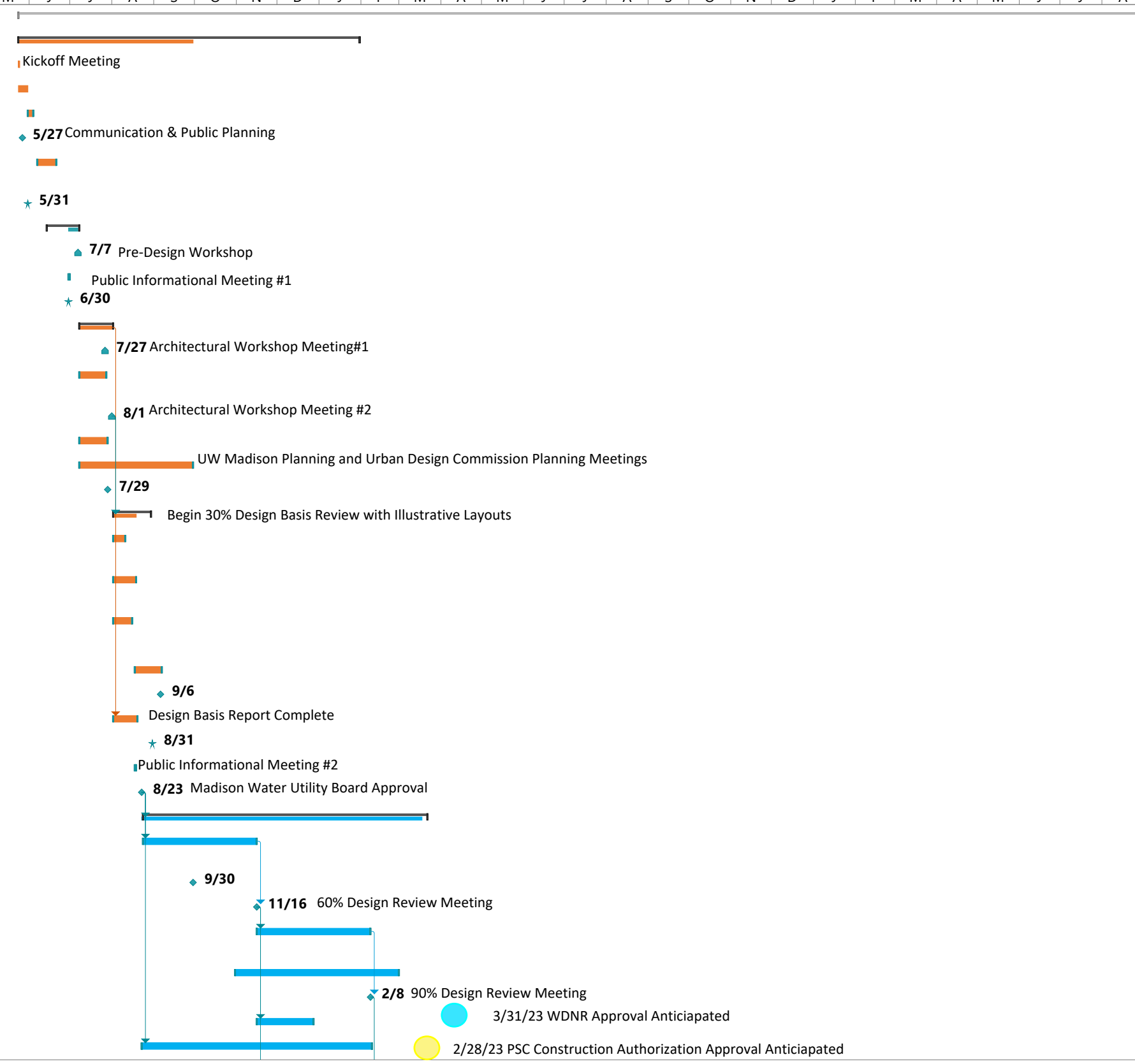
Task Descriptions	WTP Inspector		Surveyor		Survey Tech		Hours Totals	Labor Totals	Average Hourly Rate	Reimbursables				
	\$86.43		\$185.00		\$110.00					Lodging	Survey Equip	Mileage	Per Diem	
	Hours	Dollars	Hours	Dollars	Hours	Dollars								Dollars/HR
Tasks I - Preliminary Design	0.0	\$ -	4.0	\$ 740.00	40.0	\$ 4,400.00								
Tasks I - Schematic Design	0.0	\$ -	0.0	\$ -	0.0	\$ -								
Task I - Preliminary & Schematic Design	0.0	\$ -	4.0	\$ 740.00	40.0	\$ 4,400.00	1,109.0	169,443.5	\$ 152.79					
Project kickoff meeting will be held to discuss project details.	0.0	\$ -	0.0	\$ -	0.0	\$ -	27.0	\$ 4,640.52				30		
Gather and compile all necessary data required from City and County records, field reconnaissance and other sources as necessary.	0.0	\$ -		\$ -		\$ -	82.0	\$ 11,823.91						
Provide a topographic survey of existing the Unit Well 19 lot (approximately 1.5 acre) at 2526 Lake Mendota Drive. This will include all features and underground utilities at a minimum distance of 100 ft. from the property line. The survey will be stamped by a Wisconsin-licensed surveyor and be completed in Dane County coordinates.	0.0	\$ -	4.0	\$ 740.00	40.0	\$ 4,400.00	44.0	\$ 5,140.00		5				
Prepare a QA/QC Plan for MWU's review and approval, including periodic checks for budget and cost control. After QA/QC Plan approval, SEH will schedule and coordinate QC reviews throughout the duration of the work. The approved QA/QC Plan will define QC requirements for the project.	0.0	\$ -	0.0	\$ -	0.0	\$ -	20.0	\$ 4,244.41						
Meet with and assist MWU in preparing one Communication and Public Participation Plan including up to three public meetings.	0.0	\$ -	0.0	\$ -	0.0	\$ -	38.0	\$ 6,980.22						
Assist MWU in procuring a geotechnical engineer for site specific soil borings and geotechnical report to aid in determining proposed locations of a new treatment building and backwash tank.	0.0	\$ -	0.0	\$ -	0.0	\$ -	7.0	\$ 1,056.36						
Develop regular task reporting and communication methods concerning progress of the work. Reporting will consist of:	0.0	\$ -	0.0	\$ -	0.0	\$ -	7.0	\$ 1,064.14						
Prepare for and attend one pre-design/workshop meeting with key MWU staff, City Planning Department staff and City Building Facilities Department staff.	0.0	\$ -	0.0	\$ -	0.0	\$ -	12.0	\$ 2,741.05						
Prepare for and attend one architectural/workshop meeting with key MWU staff, City Planning Department staff and City Building Facility Department staff.	0.0	\$ -	0.0	\$ -	0.0	\$ -	88.0	\$ 14,434.72				300		
Preliminary & Conceptual Architectural layouts of the facilities; based on architecture, construction cost, maintenance efficiencies and access.	0.0	\$ -	0.0	\$ -	0.0	\$ -	42.0	\$ 6,389.70				300		
Site planning will include grading and storm water management and will review the site in order to drain away from the proposed building and managed in a way to control flooding or excessive ponding of surface runoff	0.0	\$ -	0.0	\$ -	0.0	\$ -	76.0	\$ 10,964.98				300		
Landscape pre-design will incorporate the natural existing surrounding features such as existing mature trees, driveways and existing street features into an attractive new design that will blend together this areas established features of the surrounding parcels while keeping in mind, low maintenance, safety and subtle screening the facility.	0.0	\$ -	0.0	\$ -	0.0	\$ -	106.0	\$ 14,658.11						
Architectural building, landscape, & Civil features will to be illustrated in floor plans, elevation views and renderings.	0.0	\$ -	0.0	\$ -	0.0	\$ -	36.0	\$ 5,079.06						
Mechanical, Electrical, Plumbing & Structural will review each alternative for compliance with local and state permitting, and will be consistent with the City of Madison plan review and approvals.	0.0	\$ -	0.0	\$ -	0.0	\$ -	62.0	\$ 8,784.73						
Constructability Meeting- 30% cost estimating and construction schedule	0.0	\$ -	0.0	\$ -	0.0	\$ -	110.0	\$ 17,813.42						
Assist MWU in notifying identified stakeholders, residents and property owners within the vicinity by preparing updated mapping, building renderings, building	0.0	\$ -	0.0	\$ -	0.0	\$ -	76.0	\$ 10,241.38						
Assist MWU in conducting up to two public meetings presenting the need for project, issues and regulatory approval process.	0.0	\$ -	0.0	\$ -	0.0	\$ -	2.0	\$ 456.84						
Provide MWU with any and all necessary drawings, renderings, and exhibits to convey the intent of the design to University of Wisconsin staff to gain approval for their approval process.							80.0	\$ 12,027.11				120		
Assist MWU in up to three MWU Board Meetings. From the workshops, predesign meetings and public input a preferred alternative will be chosen. Our team will assist MWU 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:	0.0	\$ -	0.0	\$ -	0.0	\$ -	20.0	\$ 3,129.46						
SEH will document the information from the alternative development and conceptual design process by preparing a Design Basis Report and Evaluations Matrix Document . This information combined with a presentation to Water Utility Board will complete the services under Task 2.	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 756.89						
Tasks II -Final Design Services (Design Development & Construction Documents)	0.0	\$ -	0.0	\$ -	0.0	\$ -	170.0	\$ 27,016.51						
Site plan design consistent with Planning and Engineering Department	0.0	\$ -	0.0	\$ -	0.0	\$ -	2,109.0	\$ 340,626.36	\$ 161.51					
WTP construction staging analysis	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 663.47						
Landscape design	0.0	\$ -	0.0	\$ -	0.0	\$ -	23.0	\$ 3,468.77						
Site utilities design	0.0	\$ -	0.0	\$ -	0.0	\$ -	55.0	\$ 7,205.27						
City of Madison Planning Department issues and correspondence for; Architectural requirements such as interior space layout meeting ADA requirements; building material schedules; window and door schedules; room finish schedules.	0.0	\$ -	0.0	\$ -	0.0	\$ -	33.0	\$ 4,850.41						
Process piping requirements: achieving free flow movements within the facility for ease of maintenance procedures	0.0	\$ -	0.0	\$ -	0.0	\$ -	101.0	\$ 14,728.42						
Filtration and backwashing equipment will be laid out with one preferred equipment manufacturer and will address size, efficiencies, redundancy and backwash tank placement	0.0	\$ -	0.0	\$ -	0.0	\$ -	234.0	\$ 36,430.14						
Coordinate operations for the water facility operations with LW Allen, the MWU's preferred SCADA provider and their communication system	0.0	\$ -	0.0	\$ -	0.0	\$ -	168.0	\$ 31,209.74						
	0.0	\$ -	0.0	\$ -	0.0	\$ -	11.0	\$ 2,098.98						

SEH will work with MWU and UW Madison Campus Planning Department to gain approval through their permitting requirements. The submittals will meet the project goals, objectives and requirements.							33.0	\$ 4,473.85					
Permitting of the final design will include all WDNR requirements and PSC requirements. Our team will provide the necessary engineering reports to these agencies and coordinate final permit approval	0.0	\$ -	0.0	\$ -	0.0	\$ -	24.0	\$ 3,365.47					
Structural: Analysis of geotechnical report and design of new Unit Well 19's foundations and walls; underground concrete backwash tank design	0.0	\$ -	0.0	\$ -	0.0	\$ -	103.0	\$ 18,146.61					
Plumbing and HVAC requirements	0.0	\$ -	0.0	\$ -	0.0	\$ -	83.0	\$ 16,722.00					
Electrical: SCADA coordination with City's preferred vendor; new Motor Control Cabinet to include VFDs and new programmable logic controller (PLC) systems; telephone system wiring, monitoring and security, emergency backup generator requirements.	0.0	\$ -	0.0	\$ -	0.0	\$ -	27.0	\$ 5,240.00					
Project Estimating and Cost Control; All Discipline review at 60% & 90% design	0.0	\$ -	0.0	\$ -	0.0	\$ -	230.0	\$ 32,028.91					
Prepare four copies of 60 percent and 90 percent 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.	0.0	\$ -	0.0	\$ -	0.0	\$ -	980.0	\$ 159,994.31				1008	
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -					
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -					
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -					
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -					
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -					
	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -					
Tasks III - Bidding Services	0.0	\$ -	0.0	\$ -	0.0	\$ -	201.0	28,510.9	\$ 141.85				
Assist MWU with preparation of advertisement for bids, solicit/coordinate the bid process.	0.0	\$ -	0.0	\$ -	0.0	\$ -	41.0	\$ 7,018.88					
Prepare bidding forms, conditions of the contract and the form of agreement between the Contractor and MWU as required by the Board of Public Works.	0.0	\$ -	0.0	\$ -	0.0	\$ -	78.0	\$ 8,616.09					
Participate in a pre-bid meeting with prospective contractors explaining the project concepts and goals and answering questions that come up.	0.0	\$ -	0.0	\$ -	0.0	\$ -	18.0	\$ 3,050.53					
Assist MWU in responding to bidder's questions and prepare addenda as necessary.	0.0	\$ -	0.0	\$ -	0.0	\$ -	49.0	\$ 7,484.46					
Assist MWU in evaluating the bids and recommending and an award.	0.0	\$ -	0.0	\$ -	0.0	\$ -	15.0	\$ 2,340.98					
Tasks IV - Construction Administration Services	640.0	\$ 55,314.40	0.0	\$ -	60.0	\$ 6,600.00	1,667.0	203,123.9	\$ 121.85				
Following award of contract by MWU, coordinate securing the completed contract documents, (contract, bonds, insurance certificates, etc.) from the Contractor for the City.	0.0	\$ -	0.0	\$ -	0.0	\$ -	8.0	\$ 1,143.94					
Assist MWU in conducting a pre-construction meeting with Contractor, City's representatives and other parties directly affected by the construction.	0.0	\$ -	0.0	\$ -	0.0	\$ -	16.0	\$ 2,277.89					
Provide necessary horizontal alignment and vertical control staking for the construction activity.	0.0	\$ -	0.0	\$ -	60.0	\$ 6,600.00	60.0	\$ 6,600.00					
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.	0.0	\$ -	0.0	\$ -	0.0	\$ -	333.0	\$ 50,076.56					
Be present to 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 to MWU each time the inspector/engineer is on site.	640.0	\$ 55,314.40	0.0	\$ -	0.0	\$ -	1,032.0	\$ 108,407.44				9600	72
Periodically advise MWU of the progress of construction. Consult with MWU on all issues regarding construction and completion of the project.	0.0	\$ -	0.0	\$ -	0.0	\$ -	2.0	\$ 456.84				600	
Assist MWU in reviewing all Contractor monthly pay requests and change orders.	0.0	\$ -	0.0	\$ -	0.0	\$ -	12.0	\$ 1,800.30					
Conduct final inspection of the project with MWU staff. Prepare final punch-list and coordinate start-up and Owner training with Contractor.	0.0	\$ -	0.0	\$ -	0.0	\$ -	74.0	\$ 11,656.63					
Prepare final pay requests and submit project completion letter/documentation.	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 600.10					
Prepare record drawings, equipment manuals and other "record" documentation of project. Submit four sets to the City, including one (1) electronic version on CD-ROM.	0.0	\$ -	0.0	\$ -	0.0	\$ -	122.0	\$ 19,190.54					
Assist the MWU with an open house and dedication at the completion of the project.	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 913.68					
Tasks V - TESTING STARTUP AND COMMISSIONING	0.0	\$ -	0.0	\$ -	0.0	\$ -	132.0	21,766.8	\$ 164.90				
SEH will assist in testing the new facilities objectives. As part of the construction documents and the performance specifications the contractor is required to supply MWU SEH will review and monitor the contractor's process and provide an independent evaluation of the testing, start-up and commissioning.	0.0	\$ -	0.0	\$ -	0.0	\$ -	30.0	\$ 6,002.47					
Our water operations specialist John Thom will assist in the startup process and the multidisciplinary team of water specialists will document the results in a Technical memo to MWU staff.	0.0	\$ -	0.0	\$ -	0.0	\$ -	41.0	\$ 8,101.01				400	3
Assist MWU and contractor during the commissioning process and provide John Thom's expertise to troubleshoot water process issues and report findings to MWU and WDNR.	0.0	\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 228.42					
Upon the successful completion of Testing, Startup and Commissioning SEH will provide MWU a summary of the reports with documentation supplied from the contractor regarding operations and maintenance manuals.	0.0	\$ -	0.0	\$ -	0.0	\$ -	60.0	\$ 7,434.86					
Totals	640.0	\$ 55,314.40	4.0	\$ 740.00	100.0	\$ 11,000.00	5,218.0	\$ 763,471.50	\$ 425.21	0	5	12658	75
								\$ 16,529.93	\$ 16,529.93				
								\$ 780,001.43	\$ 16,955.14				

Reimbursables---->
Total Fee ---->

Water Treatment Facility Unit Well 19 Engineering & Construction Schedule

ID	Task Mode	Task Name	Start	Finish	2023												2024											
					M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
0		Water Treatment Facility Unit Well 19 Engineering	Tue 5/24/22	Mon 8/26/24																								
1		1 PRELIMINARY DESIGN; ALTERNATIVE DEVELOPMENT AND CONCEPTUAL DESIGN	Tue 5/24/22	Mon 1/30/23																								
2		1.1 Project kickoff meeting	Tue 5/24/22	Tue 5/24/22																								
3		1.2 Gather and compile all necessary data required from City and County records	Tue 5/24/22	Mon 5/30/22																								
4		1.3 topographic survey of existing the Unit Well 19 lot	Tue 5/31/22	Fri 6/3/22																								
5		1.4 Meet with and assist MWU in preparing one Communication and Public	Fri 5/27/22	Fri 5/27/22																								
6		1.5 Assist MWU in procuring a geotechnical engineer for site specific soil borings and geotechnical	Tue 6/7/22	Mon 6/20/22																								
7		1.6 Monthly task reporting and communication	Tue 5/31/22	Tue 5/31/22																								
8		1.7 Prepare for pre-design/workshop meeting with key MWU staff	Tue 6/14/22	Thu 7/7/22																								
9		1.7.1 Pre-design/Conceptual design workshop meeting	Thu 7/7/22	Thu 7/7/22																								
10		1.7.2 Assist Utility in setting up and attend Public Informational Meeting #1	Thu 6/30/22	Thu 6/30/22																								
11		1.8 Monthly task reporting and communication	Thu 6/30/22	Thu 6/30/22																								
12		1.9 Prepare for Architectural Workshop meeting with key MWU staff	Fri 7/8/22	Mon 8/1/22																								
13		1.9.1 Architectural Workshop meeting #1	Wed 7/27/22	Wed 7/27/22																								
14		1.9.2 Prepare Architectural drawings and rendering options with imagery arranged into options	Fri 7/8/22	Wed 7/27/22																								
15		1.9.3 Architectural Conceptual Design Meeting #2	Mon 8/1/22	Mon 8/1/22																								
16		1.10 Site plan will include grading and storm water management	Fri 7/8/22	Thu 7/28/22																								
17		1.11 UW Madison Planning, Urban Design Commission Planning Meetings	Fri 7/8/22	Thu 9/29/22																								
18		1.12 Monthly task reporting and communication	Fri 7/29/22	Fri 7/29/22																								
19		1.13 Architectural building and landscape features will be illustrated	Tue 8/2/22	Mon 8/29/22																								
20		1.13.1 3D-modeling previous filter layouts from Unit Well 7, Unit Well 29 and Unit Well 31	Tue 8/2/22	Wed 8/10/22																								
21		1.13.2 Interior and exterior renderings of treatments, process equipment, piping layouts, building	Tue 8/2/22	Thu 8/18/22																								
22		1.13.3 Electrical, mechanical, structural and plumbing conceptual review	Tue 8/2/22	Mon 8/15/22																								
23																												
24		1.14 Staab Review of Constructability, 30% cost estimating and schedule	Thu 8/18/22	Tue 9/6/22																								
25		1.15 Constructability and 30% cost estimate MWU Update Meeting	Tue 9/6/22	Tue 9/6/22																								
26		1.16 Design Basis Report and Evaluation Process	Tue 8/2/22	Fri 8/19/22																								
27		1.17 Monthly task reporting and communication	Wed 8/31/22	Wed 8/31/22																								
28		1.18 Assist Utility in setting up and attend Public Informational Meeting #2	Thu 8/18/22	Thu 8/18/22																								
29		1.19 Assist Utility in addressing Water Utility Board for Approvals Meeting #1	Tue 8/23/22	Tue 8/23/22																								
30		2 FINAL DESIGN; DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS	Wed 8/24/22	Tue 3/21/23																								
31		2.1 60% Final design components for (Site Planning, Landscape Architecture, Utilities, Construction Staging, Electrical, Mechanical etc.)	Wed 8/24/22	Tue 11/15/22																								
32		2.2 Monthly task reporting and communication	Fri 9/30/22	Fri 9/30/22																								
33		2.3 60% Design Review Meeting (Staab Constructability and Cost Estimating)	Wed 11/16/22	Wed 11/16/22																								
34		2.4 90% Final design components for (Site Planning, Landscape Architecture, Utilities, Construction Staging, Electrical, Mechanical etc.)	Wed 11/16/22	Tue 2/7/23																								
35		2.5 Monthly task reporting and communication	Mon 10/31/22	Tue 2/28/23																								
36		2.6 90% Design Review Meeting (Constructability and Cost Estimating)	Wed 2/8/23	Wed 2/8/23																								
37		2.7 Prepare Submit WDNR Engineering Report and all Permitting	Wed 11/16/22	Tue 12/27/22																								
38		2.8 Prepare and Submit PSC Construction Authorization Report	Tue 8/23/22	Wed 2/8/23																								



Project: Water Treatment Facility Date: Thu 5/5/22

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Baseline Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Baseline Summary	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Baseline	Progress	



Legislation Details (With Text)

File #: 69966 **Version:** 1 **Name:** Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with Short Elliott Hendrickson Inc. (SEH) for pre-design planning, preliminary design, public participation support, final construction drawings and specifications, perm

Type: Resolution **Status:** Passed

File created: 2/15/2022 **In control:** WATER UTILITY BOARD

On agenda: 2/22/2022 **Final action:** 3/1/2022

Enactment date: 3/4/2022 **Enactment #:** RES-22-00181

Title: Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with Short Elliott Hendrickson Inc. (SEH) for pre-design planning, preliminary design, public participation support, final construction drawings and specifications, permitting, bidding, construction administration and commissioning for the Unit Well 19 Iron, Manganese and Radium Treatment System.

Sponsors: Regina M. Vidaver, Nasra Wehelie

Indexes:

Code sections:

Attachments: 1. Item 3 UW19 Award of Consultant Contract Memo.pdf, 2. Item 3 UW19 Slides_02-22-2022 WUB Mtng.pdf

Date	Ver.	Action By	Action	Result
3/1/2022	1	COMMON COUNCIL	Adopt Unanimously	Pass
2/28/2022	1	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
2/22/2022	1	FINANCE COMMITTEE	Refer	
2/22/2022	1	COMMON COUNCIL	Referred	
2/22/2022	1	WATER UTILITY BOARD	Return to Lead with the Recommendation for Common Council to Adopt	Pass
2/22/2022	1	WATER UTILITY BOARD	Return to Lead with the Recommendation for Common Council to Adopt	Pass

Fiscal Note

The proposed resolution authorizes a Professional Services Agreement with Short Elliott Hendrickson Inc. (SEH) for professional engineering services for the Unit Well 19 Iron, Manganese, and Radium Treatment System at an estimated cost \$859,000. Funds for this project are included in the 2022 Water Utility Capital Budget Well 19 Iron and Manganese Filter project (MUNIS 10448). No additional appropriation is required.

Title

Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with Short Elliott Hendrickson Inc. (SEH) for pre-design planning, preliminary design, public participation support, final construction drawings and specifications, permitting, bidding, construction administration and commissioning for the Unit Well 19 Iron, Manganese and Radium Treatment System.

Body

WHEREAS: The water quality from Unit Well 19 (UW19) has long been less than desirable with regard to high iron, manganese and radium levels; and where recent testing confirms that these contaminants are consistently in the range of 0.2 mg/l, 0.045 mg/l, and 4.1 pCi/l respectively; and where these values are

approximately 70% and 90% of the Secondary Maximum Contaminant Level (SMCL) for iron and manganese, and 82% of the Maximum Contaminant Level (MCL) for radium; and

WHEREAS: Madison Water Utility Board procedural guidelines for water quality treatment state that if a contaminant consistently exceeds 80% of either the Maximum Contaminant Level (MCL) or the Secondary Maximum Contaminant Level (SMCL), action to reduce the contaminant level is triggered; and where the objective is to correct all three water quality deficiencies with one project and bring the levels of these contaminants to well below their respective (S)MCL's in alignment with Board policy; and

WHEREAS: Madison Water Utility has identified the need for this project has budgeted for it in the 2022 Capital Budget and planned for it in the 2023-2024 budgets; and

WHEREAS: Madison Water Utility has advertised for, received, and evaluated professional engineering consultant proposals for the work, and based on the recommendation of this process, the Water Utility Board has selected Short Elliott Hendrickson Inc. (SEH) 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 \$859,000 with Short Elliott Hendrickson Inc. (SEH) for facility design, permitting, public participation support, preparation of drawings and specifications, bidding services, construction administration services, and testing, startup, and commissioning for the design and construction of the Unit Well 19 Iron, Manganese and Radium Treatment System.

BE IT FURTHER RESOLVED, that amendments that do not exceed the Madison Water Utility's approved capital budget or the scope of the Design and Construction of the Unit Well 19 Iron, Manganese and Radium Treatment System 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 Short Elliott Hendrickson Inc. (SEH).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2022

5/3/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Continental Insurance Company		35289
INSURER B: National Fire Insurance Co of Hartford		20478
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES *** CERTIFICATE NUMBER: 17949465 REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	6079420587	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6079420699	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6079420590	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6079421254	10/1/2021	10/1/2022	<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)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: SEH NO. MADWU 165034 / UNIT WELL 19 DESIGN AND CONSTRUCTION | CITY OF MADISON WATER UTILITY, WI. THE CITY OF MADISON, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL, LIABILITY IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. 30 DAY NOTICE OF CANCELLATION (EXCLUDING NON-PAYMENT) APPLIES IN FAVOR OF CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**17949465**

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

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SHORT-ELLIOTT-HENDRICKSON, INCORPORATED.; 1467605



17949465
City of Madison
210 Martin Luther King Jr. Blvd., Room 406
Madison, WI 53703

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: [17949465](#). You must reference this Certificate ID number in order for us to complete this process.

- Certificate ID: [17949465](#)
- Email: kctsu@lockton.com
- Subject Line: TSU E-Delivery

Signing up for this will NOT sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton. The email you receive will look like this:



If you received this letter with a certificate via email, no action is required on your part.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: Please do NOT send certificate requests or other insurance inquiries to the email inbox above.

Thank you for your cooperation.

Lockton Companies
Technical Services Unit



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A.** is currently in effect or becomes effective during the term of this policy; and
- B.** was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: SHORT-ELLIOTT-HENDRICKSON, INC.

Policy No: 6079420587

Endorsement No: 9

Effective Date: 10/1/2021

Amendment - Additional Insured Limit Provisions

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

When the **Named Insured** agrees in a written contract to make another entity an Additional Insured, and to carry particular limits of liability insurance, and

- The minimum limit of insurance the written contract requires the **Named Insured** to carry is lower than the limit of insurance otherwise provided by this Policy; and
- The written contract does not specify a limit of liability for insurance that applies excess of this Policy,

then provisions in this Policy's Additional Insured endorsements that cap the limits available to such Additional Insureds to no more than the amount specified by the written contract continue to apply. In all other instances, however, such provisions in all Additional Insured endorsements attached to this policy do not apply, and are hereby rendered null and void. In no event, however, will the limits of insurance available under this Policy to an Additional Insured be higher than the limits available to the **Named Insured**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6079420587
Endorsement No:
Effective Date: 10/1/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2022

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

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

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C, No, Ext): (952) 893-1933 E-MAIL ADDRESS:	FAX (A/C, No): (952) 893-1819
	INSURER(S) AFFORDING COVERAGE	
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: 2021-2022 1

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9984065	10/01/2021	10/01/2022	Each Claim/ \$5,000,000 Each Policy Year Aggregate \$10,000,000

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

Re: SEH No. MADWU 165034 / Unit Well 19 Design and Construction

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 
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