

CITY OF WEST ALLIS
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the CITY OF WEST ALLIS, Wisconsin, a municipal corporation (the "City") and HARWOOD ENGINEERING CONSULTANTS, LTD. (the "Consultant").

WHEREAS, the City has solicited proposals from qualified persons to furnish professional engineering consultant services for Retrofitting LED lighting in City Buildings (the "Project"); and,

WHEREAS, Consultant has submitted a proposal to provide such services; and,

WHEREAS, the City has been authorized to enter into this Agreement with Consultant for such services and has authorized the expenditure of funds to pay the liability that will accrue to the City under this Agreement.

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree as set forth in the following pages, exhibits and schedules which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement together with the attachments, which are made a part hereof.

HARWOOD ENGINEERING
CONSULTANTS, LTD.

By:  _____

Title: Principal

Date: 4/24/17

CITY OF WEST ALLIS, WISCONSIN


By:  _____
Michael Lewis

Title: Director of Public Works/City Engineer

Date: 4/11/2017

ATTACHMENTS:
GENERAL CONDITIONS OF AGREEMENT
SCOPE OF SERVICES
CONSULTANT'S HOURLY RATES
INSURANCE REQUIREMENTS
WORK ORDER

Approved as to form this 5 day of
April, 2017.

 _____
City Attorney

CITY OF WEST ALLIS
DEPARTMENT OF ENGINEERING
GENERAL CONDITIONS OF AGREEMENT FOR
PROFESSIONAL SERVICES

CONSULTANT:

PROJECT:

1.01 BASIC SERVICES

A. Basic Services of CONSULTANT to be provided under this AGREEMENT are listed in the Scope of Services, attached hereto and made a part of this Agreement by reference.

B. Payment for Basic Services shall be made in accordance with Section 3 of this Agreement.

2.01 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

A. Those services listed in the Scope of Services but not identified in Section 1 of this AGREEMENT may be requested by the DEPARTMENT to complete the work, are considered additional services. The DEPARTMENT may request CONSULTANT at a future date to perform any or all of these services by a written authorization to proceed with the Additional Service(s). The written authorization to proceed shall become an Amendment to the Agreement.

B. Payment for the Additional Service(s) shall be in accordance with Section 3 of this AGREEMENT.

3.01 BASIC SERVICES

A. DEPARTMENT shall pay CONSULTANT for Basic Services rendered under Section 1 on the basis of CONSULTANT'S Hourly Rate, plus Reimbursable Expenses and Services of Professional Associates and other Subconsultants as defined in this Section 3.

B. CONSULTANT estimates that the total cost required to perform Basic Services as enumerated in Section 1 will not exceed Twenty-Nine Thousand Four Hundred Fifty-Five Dollars and No Cents (\$29,455.00).

Given the assumptions which must be made, the DEPARTMENT recognizes that the CONSULTANT cannot guarantee the complete accuracy of its estimate of total cost, and, therefore waives any claim against CONSULTANT in this regard, except to the extent that any cost overrun can be attributable to fraudulent conduct, bad faith or inexcusable ignorance or incompetence.

3.02 ADDITIONAL SERVICES

DEPARTMENT shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

1. For Additional Services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of CONSULTANT'S Hourly Rate.
2. For services and Reimbursable Expenses of independent Professional Associates and Subconsultants employed by CONSULTANT to render Additional services pursuant to Section 2, the amount billed to CONSULTANT therefore.

3.03 REIMBURSABLE EXPENSES

A. As used in this Agreement Reimbursable Expenses mean the actual expense incurred by CONSULTANT or its independent Professional Associates or Subconsultants, directly or indirectly in connection with the Project, such as expenses for: toll telephone calls and express mailings, reproduction of reports, drawings, specifications, bidding documents, laboratory tests and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by the DEPARTMENT, overtime work requiring higher than regular rates.

B. The Reimbursable Expenses for Basic Services are as set forth in the CONSULTANT'S Hourly Rates attached hereto and made a part of this Agreement.

3.04 HOURLY RATES.

As used in this Agreement hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all CONSULTANT'S personnel engaged directly on the Project, including but not limited to other technical and business personnel as set forth in the Consultant's Hourly Rates.

3.05 TIME OF PAYMENT

A. CONSULTANT shall submit monthly statements on or before the twentieth of the month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The DEPARTMENT shall make prompt payment on or before the twentieth of the month following the date of the CONSULTANT monthly statement.

4.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement upon receipt of a written Work Order to proceed from the DEPARTMENT. Each Work Order shall define by task(s) the scope of services to be performed. Verbal authorizations shall be followed up with written Work Orders.

B. Additional services shall be commenced at within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

C. The DEPARTMENT shall not be liable to CONSULTANT and/or any of its independent Professional Associates and/or Subconsultants for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this Agreement. The sole remedy against the DEPARTMENT for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the DEPARTMENT.

4.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement within the time specified in the Scope of Services, or if none is specified, then within a reasonable time for the type of work involved.

B. Additional services shall be completed within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

5.01 APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Wisconsin and venue for any action concerning this Agreement shall be in Milwaukee County, Wisconsin. The CONSULTANT shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this AGREEMENT.

6.01 APPROVALS OR INSPECTIONS

None of the approvals or inspections performed by the DEPARTMENT shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the DEPARTMENT formally assumes such responsibility through a letter from the DEPARTMENT expressly stating that the responsibility has been assumed.

7.01 DISPUTE RESOLUTION

In the event a dispute arises under this agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision each party shall have five working days to notify the other as to the name and address of the person designated to present the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute, and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering information and hearing the dispute. Binding mediation or arbitration shall not be chosen as a dispute resolution method.

8.01 ASSIGNMENT

Neither this AGREEMENT nor any right or duty, in whole or in part, of the CONSULTANT under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the DEPARTMENT.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the DEPARTMENT and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the DEPARTMENT and the CONSULTANT and not for the benefit of any of any other party.

9.01 CANCELLATION; TERMINATION

A. The DEPARTMENT reserves the right to cancel this AGREEMENT in whole or in part, without penalty, due to non-appropriation of funds or for failure of the CONSULTANT to comply with terms, conditions, or specifications of this AGREEMENT.

B. The DEPARTMENT may terminate this AGREEMENT for any reason at any time upon not less than 10 days' written notice to the CONSULTANT.

C. In the event of termination the DEPARTMENT shall pay the CONSULTANT for that portion of the work satisfactorily performed prior to the date of termination.

D. If this AGREEMENT is cancelled or terminated by the DEPARTMENT for reasons other than the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments, which had become firm prior to the cancellation or termination.

E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONSULTANT shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and deliver or otherwise make available to the DEPARTMENT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in progress.

F. If any undisputed invoice shall not be paid within the payment terms of this AGREEMENT, CONSULTANT shall have the right, after giving seven (7) days written notice, to suspend all Services on the project until all accounts have been paid. If any overdue invoice shall not be paid within forty-five (45) calendar days after the date of the invoice, CONSULTANT shall have the right to terminate this AGREEMENT.

10.01 DISCLOSURE

If a city official (as defined under section 3.02(l) of the Revised Municipal Code of the City of West Allis), a member of official's immediate family, or any organization in which a city official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this AGREEMENT, and if this AGREEMENT involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this AGREEMENT is voidable by the City unless appropriate disclosure is made according to section 3.5 of the Revised Municipal Code, before signing the AGREEMENT. Disclosures shall be made to the Ethics Board of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (Telephone 414-302-8200).

11.01 ENTIRE AGREEMENT; AMENDMENTS

This AGREEMENT, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties and previous communications or agreements pertaining to the subject matter of this AGREEMENT are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this AGREEMENT, signed by both parties prior to the ending date of this AGREEMENT.

12.01 FORCE MAJEURE

No party shall be responsible to the other party for any resulting losses and it shall not be a default of this Agreement if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual adverse weather conditions, or by any other cause not within the control of the party whose performance was interfered with and which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of enumerate causes or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. Upon the occurrence of a force majeure, written notice to the other party shall be given as herein provided. If the period of non-performance exceeds thirty (30) days from the receipt of the notice, the party whose ability to perform has not been so affected may, by written notice, terminate this Agreement.

13.01 INDEMNIFICATION; LIABILITY

A. To the fullest extent allowable by law, CONSULTANT hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of CONSULTANT or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. CONSULTANT'S aforesaid indemnity and hold harmless agreement shall not be applicable to

any liability caused by the sole fault, sole negligence, or willful misconduct of the City of West Allis, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of CONSULTANT, any Subconsultant, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any Subconsultant under worker's compensation, disability benefit, or other employee benefit laws.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

CONSULTANT shall reimburse the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT'S obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

B. DEPARTMENT agrees to indemnify, defend and hold harmless CONSULTANT and its Subconsultants, agents, directors, and employees from and against all claims, suits, damages, and losses, including, but not limited to, those claims, suits, damages, or losses caused or arising out of, relating to, or based upon: 1) the acts, omissions, or other conduct of DEPARTMENT; and 2) the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in or into the surface or subsurface of soil, water or water course, objects, or any tangible or intangible matter, whether abated or not; except to the extent that such damage or loss is caused by the negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors, or employees.

C. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80 and 345.05. To the extent that indemnification is

available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

14.01 INDEPENDENT CONSULTANT

The DEPARTMENT agrees that the CONSULTANT shall have sole control of the method, hours worked, and time and manner of any performance under this AGREEMENT other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the AGREEMENT. The DEPARTMENT takes no responsibility for supervision or direction of the performance of the AGREEMENT to be performed by the CONSULTANT or the CONSULTANT'S employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the CONSULTANT'S employees or agents.

15.01 REPORT AND DOCUMENTATION REQUIREMENTS

A. The CONSULTANT'S invoices will be reduced by the sums set forth below for each week that the CONSULTANT fails to submit a report or document required under this AGREEMENT'S time schedule unless the DEPARTMENT determines that such delay is attributable to a force majeure as defined in SECTION 8., above. These reductions shall accrue in the amount of 0% of the Work Order for the first week and 0% of the Work Order for each week thereafter, for each report or document, which is overdue.

B. Assessment of reductions under this SECTION does not preclude the DEPARTMENT from pursuing any other remedies or sanctions because of the CONSULTANT'S failure to comply with any of the terms of this AGREEMENT, including a suit to enforce the terms of this AGREEMENT.

C. With respect to any individual failure to submit a report or document required under this AGREEMENT'S time schedule, the DEPARTMENT may at its sole discretion, in whole or in part, waive its right to penalties otherwise due under this SECTION.

16.01 NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

17.01 OWNERSHIP OF DOCUMENTS

A. Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 5., all reports, specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the DEPARTMENT.

B. CONSULTANT shall retain one copy of all documents for its file. Any documents generated by CONSULTANT used by the DEPARTMENT beyond the intended purpose shall be at the sole risk of the DEPARTMENT, unless otherwise agreed upon by CONSULTANT in writing. To the fullest extent permitted by law, DEPARTMENT shall indemnify, defend and hold harmless CONSULTANT, its Subconsultants, officers, directors, employees and agents, for any loss or damages arising out of the unauthorized use of such documents by the DEPARTMENT.

18.01 OWNERSHIP OF WASTES [Environmental Contract Only]

The DEPARTMENT acknowledges that the CONSULTANT is not, by virtue of this AGREEMENT, the owner or generator of any waste materials generated as a result of the services performed by the CONSULTANT under this AGREEMENT.

19.01. PERIOD OF AGREEMENT

This AGREEMENT shall commence upon its signing by both parties and shall follow the schedule developed herein, during which period all performance as described in this AGREEMENT shall be fully completed to the satisfaction of the DEPARTMENT.

20.01 RELEASE OF INFORMATION

The CONSULTANT may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the DEPARTMENT, except as required by Federal or State regulations, or court order.

21.01 SAFETY

The CONSULTANT shall initiate, maintain and provide supervision of safety precautions and programs for CONSULTANT'S own employees, and shall require its Subconsultants to comply with state and local safety laws and regulations in connection with its services. However, the CONSULTANT is not responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the project site carried on by other persons or firms directly employed by the DEPARTMENT as separate consultants. The DEPARTMENT agrees to require any such separate consultants to comply with federal, state and local safety laws and regulations and to comply with all reasonable requests and directions of the CONSULTANT for the elimination or abatement of any safety hazards at the project site.

22.01 SITE ACCESS; DATA

A. Unless the Scope of Work provides otherwise, the DEPARTMENT shall obtain or provide reasonable access for the CONSULTANT to the project site when necessary and at any reasonable time requested.

B. The DEPARTMENT shall attempt to provide the CONSULTANT with all relevant data and information in its possession regarding the project site. However, in providing such data

and information, the DEPARTMENT and the CONSULTANT assumes no responsibility for its accuracy, reliability or completeness.

23.01 STANDARD OF PERFORMANCE

The CONSULTANT'S services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

24.01 SURVIVAL

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

25.01 SUCCESSORS AND ASSIGNS

The DEPARTMENT and the CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this AGREEMENT.

26.01 TITLES

The headings or titles of SECTIONS of this AGREEMENT are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

27.01 ACCESS TO RECORDS

A. The CONSULTANT and Subconsultants to the CONSULTANT if any, agree to maintain for inspection by the DEPARTMENT all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

B. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the DEPARTMENT.

28.01 ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the work performed by the CONSULTANT under the AGREEMENT, and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without additional compensation.

29.01 CONFLICT OF INTEREST

A. The CONSULTANT warrants it has no public or private interest, and shall not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the AGREEMENT.

B. The CONSULTANT shall not employ any person employed by the DEPARTMENT for any work included under the provisions of the AGREEMENT.

Rev 7/26/13 kp
Scott/City-Consultant-Gen Conditions of Agrmnt-Engineering



West Allis City Hall - West Allis, Wisconsin



Project Proposal for:
City of West Allis
Engineering Consultant Services
for Retrofitting LED Lighting in City Buildings

Peter C. Daniels
Principal Engineer
7525 W. Greenfield Ave.
West Allis, Wisconsin 53214

255 North 21 Street
Milwaukee, WI 53233
www.hecl.com 414.475.5554





March 10, 2017

Mr. Peter C. Daniels, P.E.
Engineering Department
City Hall
7525 W. Greenfield Ave.
West Allis, WI 53214

RE: **WEST ALLIS**
Professional Consultant Services
For Retrofitting LED Lighting in City Buildings

Harwood Engineering Consultants, Ltd. is pleased to present this response to provide professional engineering services to the City of West Allis for the *Retrofitting LED Lighting in City Buildings*.

- We have gathered a team of highly qualified and experienced Electrical Engineers and Lighting Designers to provide you with a comprehensive design solution for this project.
- Our experience with of City, County and Municipal Projects, make us leaders in the engineering field.
- By using sophisticated design tools coupled with our historical knowledge of systems, The City is sure to receive a successful project outcome.
- Our goal, In collaboration with the City of West Allis, is to deliver a final project which satisfies the spatial, functional, aesthetic, economic and environmental needs for the delivery of public safety services now and into the future.

Our firm will be the best fit and team member on this project.

All members of our engineering team are dedicated to designing systems that fit the needs of the specific project. We pride ourselves on doing up-front research as well as listening to the Client, in order to fully understand the needs of the client AND the facility before we determine the scale of work that needs to be completed. Our goal is to always provide great design and create high performance, cost effective environments.

What Harwood will bring to the project.

- An engineer with prior experience in surveying building lighting systems for the purpose of planning retrofits and obtaining utility incentives.
- A principal engineer that has worked on many municipal energy efficiency projects including lighting retrofits, peak saving and solar photovoltaics.
- A full-time lighting design staff dedicated to lighting energy code compliance and lighting controls. Our lighting designer, Erik Kopp, will play an integral part in the selection of appropriate light sources for this project.
- A vast experience providing engineering services to municipal and public safety projects including; Fire Stations, Police Stations, 911 Call Centers, EMT, Health Centers, Municipal Garages and City Halls.
- Expertise in designing systems that operate 24/7 and need to be ready to perform.
- A commitment to staying on time and budget.

Our approach with working with the City of West Allis as a Design Partner.

- Expansive experience.
- A "point person" for direct and efficient project communication.
- Our past experience working with the City of West Allis on previous projects.
- Our engineers are visible, responsive, available, resourceful, creative, and above all – accountable to the people of the City of West Allis.

Our hope is to work with you, collaborate with you and create a successful project outcome!

Sincerely,

Harwood Engineering Consultants, Ltd.


Thomas E. Petersen, PE, LEED AP
Principal | Vice President
Director of Electrical Engineering



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FIRM IDENTIFICATION



1. *Firm name, address and phone number*

Harwood Engineering Consultants, LTD.
255 North 21st Street
Milwaukee, WI 53233
Phone: (414) 475-5554
Fax: (414) 733-9299
www.hecl.com



2. *Type of organization (sole-proprietorship, partnership, or corporation).*

Harwood Engineering Consultants, Ltd. is registered as a corporation in Wisconsin since 1984.



3. Firm PRINCIPALS who will be responsible for the project and their educational background, credentials and experience

PRIME CONTACT

Email Tom.Petersen@hecl.com

Direct Phone (414) 918-1225

Thomas E Petersen, PE, LEED AP

Principal | Director of Electrical Engineering



In 1996, Mr. Petersen brought his vast array of engineering talent and experience to the Harwood Engineering team. Because of his experience with working for an electrical contracting company and a design/build firm, in addition to consulting, he brings a unique insight and perspective to the design table.

Tom's experience varies, including; hospital power emergency systems, marinas, industrial power systems, fire alarm and paging systems, waterparks, casinos, high rise, and all forms of building and campus electrical distribution.

Project Experience (partial list)

Bayside, Village of - 911 Communications Center Expansion - Bayside, WI
 Brookfield Efficiency Upgrade and Focus on Energy Grant - Brookfield, WI
 Columbia Correctional Institution - Portage, WI
 Greendale Fire Department, Fiber Optic Link - Greendale, WI
 Greendale, Village of Fire Station Site Study - Greendale, WI
 Greenfield, Village of, Fire Station - Greenfield, WI
 Hart Park 2014 Improvements - Wauwatosa, WI
 Hartland, City of, Police Department - Expansion/Upgrade/Remodel - Hartland, WI
 Madison Fire Department Station No. 13 - New LEED-NC Silver Certified Fire Station - Madison, WI
 Milwaukee County Courthouse, New Electrical Service - Milwaukee, WI
 Muskego City Hall Remodel - Muskego, WI
 Muskego, City of Police Department Addition and Remodel - Muskego, WI
 Racine, City of, City Hall Server Room Upgrade - Racine, WI
 Wauwatosa City Hall, Hot Water and Chilled Water Piping Cross Connection to Interconnect Boilers and Chillers - Wauwatosa, WI
 Wauwatosa Police Department Emergency Power Upgrade - Wauwatosa, WI
 Wauwatosa, City of Department of Public Works - Maintenance Bay, Lighting Upgrades - Wauwatosa, WI
 Wauwatosa, City of City Hall - Generator Replacement & Upgrades to Emergency Distribution System - Wauwatosa, WI
 Wauwatosa, City of Department of Public Works, Interior Lighting Replacement to Energy Efficient LED - Wauwatosa, WI
 West Allis Police Department Municipal Building & Courtroom Remodel - West Allis, WI
 West Bend Police Department- Addition and Remodeling City Hall - West Bend, WI

Experience

Engineer Since 1986

Education

Bachelor of Science-Electrical Engineering,
 University of Wisconsin-Madison,
 Madison, WI, 1986

Masters-Business Administration,
 Arizona State University,
 Tempe, AZ, 1994

Registration(s)

Registered Professional Engineer:

Wisconsin 31637-6, Granted 1996

Registered Professional Engineer Also In:

Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, Wyoming

Registered with NCEES

LEED Accredited Professional

Membership(s)

Certified in Fire Alarm Technology, NICET Level 3, 1995

Certified Electrical Inspector, International Association of Electrical Inspectors, 1991

Certified Electrical Plan Reviewer, International Association of Electrical Inspectors, 1989

Member, International Association of Electrical Inspectors (IAEI)

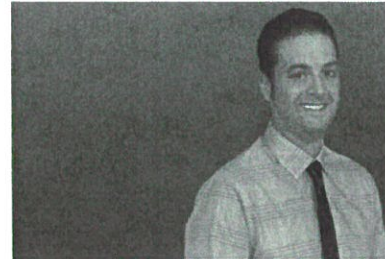
Member, Automatic Fire Alarm Association (AFAA)

Fun Fact

Tom gets a charge out of camping with his family at locations all over Wisconsin. He is IN active scouting which also gives him outdoor opportunities with friends and family.



4. *KEY PERSONNEL who will work on the project with their educational background, credentials and experience on comparable projects.*



Erik Kopp

Senior Associate | Lighting Designer

Erik Kopp comes to Harwood Engineering with more than eight years of design experience with an award-winning lighting design and engineering firm. He has been involved in a wide range of projects including high-end commercial and retail, schools and universities, healthcare facilities, municipal buildings, hotels, casinos, water parks, houses of worship, and both single and multi-family residences.

With his architectural background, Erik understands the design intent of a project and how lighting can be integrated into that architecture. He believes lighting is more than just foot candles, and can be applied to create drama and a unique experience, set a mood, and enhance the overall architecture of a space.

Erik's attention to detail and aptitude for creative lighting solutions has provided him with the means to create innovative designs. These lighting designs have earned him a 2006 IESNA Lighting Design Award.

Project Experience (partial list)

- Appleton Police Department, New Facility and Garage - Appleton, WI
- Appleton, City of, Parks and Recreation Building Study Analysis to Recommend Lighting Energy Saving Upgrades - Appleton, WI
- Bayside, Village of, 911 Communications Center Expansion - Bayside, WI
- Brookfield Fire Stations, Two New Facilities - Brookfield, WI
- Door County Senior Center and Ambulance Station - Sturgeon Bay, WI
- Fox Cities Exposition Center - Appleton, WI
- Manitowoc County, Courthouse Department of Public Works Exterior Stair & Roof Restoration Lighting of Dome - Manitowoc, WI
- Menomonee Falls Fire Station No. 1 and No. 5 - Menomonee Falls, WI
- Milwaukee County Lindbergh Park Pavilion - Milwaukee, WI
- New London Museum, Lighting and Electrical Analysis - New London, WI
- Saukville Police Department, New Facility and City Hall - Saukville, WI
- Sheboygan County, Law Enforcement Center Combined Dispatch Center Remodel - Sheboygan, WI
- Sheboygan Dispatch Center, New Facility, - Sheboygan, WI
- Sheboygan Police Department, New Police Dispatch and Court Room - Sheboygan, WI
- Walworth County Law Enforcement Center LED Lighting Study - Walworth County, WI
- Waukesha Fire Stations, Two New Facilities - Waukesha, WI
- Wauwatosa Police Station Lighting Study (*Site Lighting & Sally Porte*) - Wauwatosa, WI

Experience

Lighting Designer since 2003

Education

Masters-Architecture
University of Wisconsin-Milwaukee
Milwaukee, WI, 2006

Bachelor Of Science-Architecture,
University of Wisconsin-Milwaukee
Milwaukee, WI, 2003

Membership(s)

Illuminating Engineering Society of North America (IESNA)

Fun Fact

As a youth, Erik's primary mode of transportation was his unicycle. He rode it to school and even in parades sporting a clown suit!



Logan Brick

Electrical EIT



Logan is new to the industry. After graduation, Logan worked in the transportation sector managing communication construction as well as supporting and developing traffic and incident management software for the Illinois Tollway. He traveled every week and worked odd hours to ensure that every build completed successfully. Happy to settle down, Logan is glad to have found a new home at Harwood Engineering.

Logan's experience includes performing lighting surveys, the development of electrical efficiency calculators, and construction management. He prides himself on his persistence and his careful thoroughness and looks forward to applying his skills in an industry he is passionate about.

Project Experience (partial list)

Fredonia Fire Station – Fredonia, WI

GE Healthcare – Waukesha, WI

GE TCOE – Waukesha, WI

The Griot Development – Milwaukee, WI

Previous Project Experience (partial list)

Traffic and Incident Management Software Support and Development – Downer's Grove, IL

Wisconsin Focus on Energy Residential Lighting Survey – Various Residences, WI

Experience

Engineer Since 2014

Education

Bachelor of Science—Electrical Engineering
University of Wisconsin—Madison,
Madison, WI, 2014

Membership(s)

Institute of Electrical and Electronics Engineers

Fun Fact

Despite a love-hate relationship with the Internet, Logan develops websites in his free time. Ask him about jQuery!



7. *List CURRENT PROJECTS or commitments for design services being handled in your office.*

- A.O. Smith Corporate Tech Center, Feasibility Study, Phase 1 - Waukesha, WI
- Kenosha County Public Safety Building, 2nd Floor Fit-Out - Kenosha, WI (In Construction)
- Joint Forces Building, Cyber Buildout - Madison, WI (In Construction)
- Aurora, Manitowoc Clinic - Manitowoc, WI
- Aurora, Two Rivers Clinic - Two Rivers, WI
- Aurora, Manitowoc Dewey Street Clinic - Manitowoc, WI
- Fox Cities Exposition Center - Appleton, WI (In Construction)
- Lakeshore Technical College , Carpentry Shop - Cleveland, WI (In Construction)
- Kartrite Resort and Waterpark, Site lighting Design - Monticello, NY
- 330 Kilbourn, Bubon Clinic - Milwaukee, WI
- GE, X-Ray 1st & 2nd Floor Remodeling - Waukesha, WI
- Bank Midwest, New Ulm, New Branch - New Ulm, MN (In Construction)
- The Corners of Brookfield, 15 Stores - Brookfield, WI
- The Kalahari Resort, Assorted Projects - Pocono Manor, PA (In Construction)
- Waukesha County Jail, Boiler Burner Replacement and Summer Boiler, Phase I, II & III - Waukesha, WI
- The Griot Apartments - Milwaukee, WI
- GE Healthcare, Waukesha Data Center Decommission - Waukesha, WI
- Ortho Illinois, Algonquin Location - Algonquin, IL
- Utilities Garage Bldg., New Addition and Renovation - New Berlin, WI
- GE Healthcare, Healthcare Institute, Technical Center of Excellence, MR - Waukesha, WI



8. List in reverse chronological order for the last four years SIMILAR PROJECTS completed or currently in progress for which your firm provided services.

Indicate for each of these projects:

- (1) Name of project
- (2) Project location(s)
- (3) Brief description
- (4) Name of owner
- (5) Name of owner's contact person and telephone number
- (6) Your firm's specific involvement (i.e. prime engineer)
- (7) Status of completion

Project ONE	
(1)	WAUWATOSA DPW GARAGE LED RETROFIT
(2)	11100 W. Walnut Rd. Wauwatosa, WI 53226
(3)	We designed the retrofit of the interior lighting system in 120,000 square foot DPW garage. Our design process included the following: <ul style="list-style-type: none">• Surveyed the existing lighting and controls.• Explored possible control and fixture replacement strategies.• Consulted Focus on Energy to assess available incentives.• Documented alternatives in spreadsheet format• Estimated costs for opportunities in different areas to allow the city to budget for future projects.• Worked through bidding, construction and commissioning to successfully complete the project in budget and obtain Focus incentives.
(4)	Wauwatosa Department of Public Works
(5)	Randy Michels Traffic & Electrical Superintendent (414) 471-8429
(6)	We were the prime (and only) engineer on this project.
(7)	The project was completed in 2014 and has been saving energy since. The combination of replacing older lighting with LED's and replacing outdated controls with motion sensors has noticeably lowered the DPW's electrical utility cost.



Before



After

REFERENCES



8. *List at least four additional REFERENCES of present or past clients with their telephone numbers.*

Mr. An (Andy) Tran, MS, PE

Managing Engineer
Milwaukee County
Department of Administrative Services
Milwaukee City-County Campus
2711 West Wells Street, Room 224
Milwaukee, WI 53208
(414) 278-7960
an.tran@milwcnty.com

Mr. Michael Janssen, AIA, NCARB

AMB Development Group
1243 North 10th Street, Suite 150
Milwaukee, WI 53205
(414) 291-4438
mjanssen@ambdevelopment.com

Mr. Jerry Lauby

Owner's Representative
St. Mary's Springs Academy
255 Co. Rd. K
Fond du Lac, WI. 54937
(920) 602-0577
jlauby@smsacademy.org

Mr. Javier Ramos

Facilities Supervisor
Waukesha County
Department of Public Works
515 West Moreland Blvd., Room G-1
Waukesha, WI 53188-2428
(262) 548-7198
jxramos@waukeshacounty.gov





Client#: 178035

HARWOENGIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/09/2017

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

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

PRODUCER Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin, WI 53151 800 242-7001	CONTACT NAME: Laura Brehm PHONE (A/C, No, Ext): 262-439-2171 FAX (A/C, No): 262-785-9753	
	E-MAIL ADDRESS: laura.brehm@marshmma.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Co NAIC # 20443 INSURER B: Valley Forge Insurance 20508 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	6020535528	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> comp.\$1,000 <input checked="" type="checkbox"/> coll.\$1,000		X	6020535495	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 CLAIMS-MADE			6020535514	12/31/2016	12/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	6020535500	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project- City of West Allis Engineering Consultant Services for Retrofitting LED Lighting in City Buildings.

CERTIFICATE HOLDER Engineering Department / City Hall/City of West Allis 7525 W. Greenfield Avenue Milwaukee, WI 53214	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Response to Request for Proposal
 City of West Allis | Services for Retrofitting
 LED Lighting in City Buildings
18 - 03.10.2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/9/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: R&R Insurance Services Inc, 1581 E Racine Avenue, Waukesha WI 53186. CONTACT NAME: Erin Stelpflug, PHONE: (262) 574-7000, FAX: (262) 574-7080, E-MAIL: Erin.Stelpflug@rrins.com. INSURER A: Arch Specialty Insurance.

COVERAGES CERTIFICATE NUMBER: 16/17 Harwood Engineering 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Project - City of West Allis Engineering Consultant Services for Retrofitting LED Lighting in City Buildings

CERTIFICATE HOLDER: City of West Allis Engineering Department, City Hall, 7525 W Greenfield Ave, West Allis, WI 53214. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: J Vanderveldt/ES627



NO. 1529 - II

THE STATE OF WISCONSIN

EXAMINING BOARD OF ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS,
DESIGNERS, AND PROFESSIONAL LAND SURVEYORS

Hereby certifies that

HARWOOD ENGINEERING CONSULTANTS LTD

has complied with the provisions of Section 433.08, Wisconsin Statutes and is hereby issued this

ARCHITECTURAL OR ENGINEERING CORP - CERTIFICATE OF AUTHORIZATION

*in the State of Wisconsin in accordance with Wisconsin Law
on the 20th day of December in the year 1984.*

The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin

*Examining Board of Architects, Landscape Architects, Professional Engineers, Designers, and Professional
Land Surveyors*

*has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services*

Dave Ross, Secretary

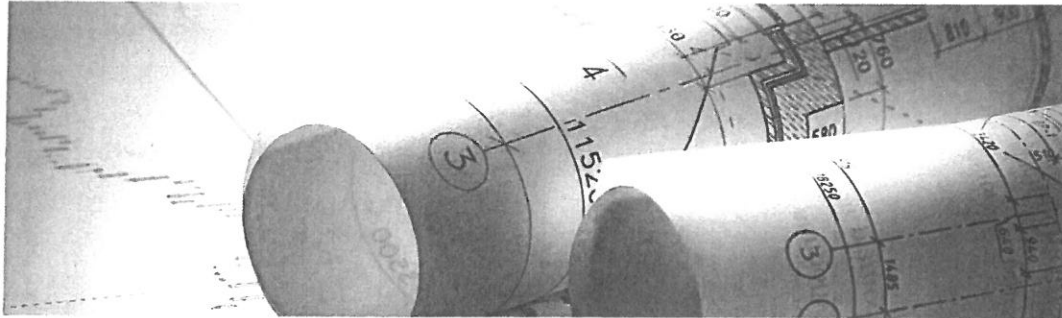
Scott Walker, Governor

This certificate was printed on the 18th day of January in the year 2016





HARWOOD ENGINEERING CONSULTANTS, LTD.
255 North 21st Street, Milwaukee, Wisconsin 53233
(414) 475-5554 | www.hecl.com



HARWOOD ENGINEERING CONSULTANTS, LTD. is a multi-disciplinary architectural engineering consulting firm specializing in the built environment as it relates to building systems development. The firm is located in the Menomonee Valley in Milwaukee, Wisconsin serving the public and private sector since 1973. The highly qualified staff includes LEED® Accredited Professionals, Structural Engineers, Civil Engineers, Plumbing / Fire Suppression Designers, Mechanical Engineers and Designers, Electrical Engineers, Specialty Lighting Designers, and Licensed Registered Communications Distribution Designers. Currently Harwood employs over 40 professionals.

MISSION

Harwood Engineering’s mission is to consistently deliver excellent, creative, and professional engineering solutions that enhance the quality of human environment while meeting the functional needs and economic goals of the Building Owner.

MARKETS WE SERVE

- Commercial/Retail:** Offices, Financial Institutions, Retail Shopping Centers, Airport Kiosks, Restaurants
- Education:** Higher Education, Lower Education, Childcare Centers, Athletic/Training Facilities
- Healthcare:** Research/Laboratory, Clean Rooms, Hospitals, Medical Office Buildings, Clinics, Specialty Practice, Senior Living Facilities; Independent Living, Assisted Living, Residential Care Apartment Complex (RCAC) , Skilled Nursing Facilities, Community Based Residential Facility (CBRF)
- Hospitality:** Hotel, Motel, Casino / Gaming, Resort/Spa
- Housing:** Mixed-Use, Multi-Family, Student Residence
- Industrial:** Manufacturing Plants
- Parking Structures:** Underground Post Tensioned Structure Multi Story Buildings, Post Tensioned Stand Alone, Precast Stand Alone, Skywalk Connectors
- Worship:** Churches, Synagogues, Temples, Fellowship Halls
- Public Buildings:** 911 Communications Centers, Emergency Operations Centers, Police Stations, Fire Stations, Municipal Garages, Courthouses, Justice Centers, Jails, Maximum Security Institutions, Data Centers, Libraries
- Recreational:** Waterparks , Fitness & Wellness Centers, Public Attraction, Parks, Ice Arenas,

IN HOUSE DESIGN SERVICES

Harwood Engineering Consultants in-house Design Services include Feasibility Studies, Engineering Analysis (life cycle costs/benefits), Building Assessment and Needs Analysis, Project Management, and Construction Observation. Harwood has extensive project experience in new construction, remodeling, adaptive reuse, green architecture, mixed use, and all types of project delivery methods (traditional design-bid build, design-build, and design-build-operate-maintain).

Our expertise extends from small additions to multi-million dollar structures. We work closely with Clients and entire Project Teams to ensure the designs are successfully integrated into the Architectural Vision and coordinated with all building systems.



Harwood engineering provides full service engineering design including; civil, structural, mechanical, electrical, plumbing, fire protection, lighting design, security technologies and landscape architecture.

IN HOUSE PLANNING & DESIGN SERVICES

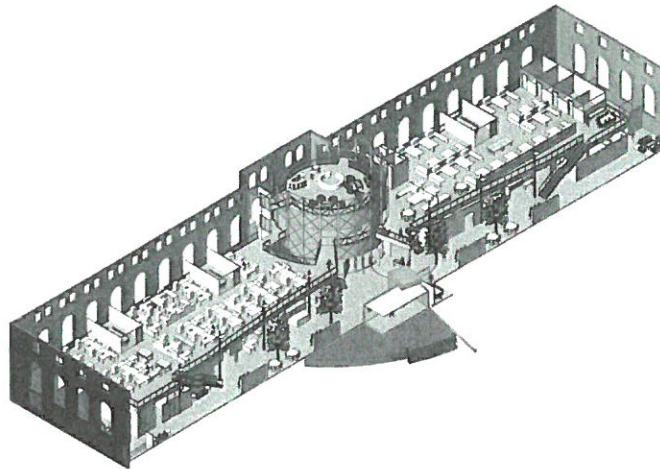
- Building Assessments
- Commissioning
- Engineering Analysis
- Existing Facility Evaluations/Renovations
- Sustainable Design
- Feasibility Studies
- Master Planning
- Facility Re-use Evaluation/Renovations
- Site Selection Analysis
- Value Engineering
- Land Use & Zoning Analysis/Assistance

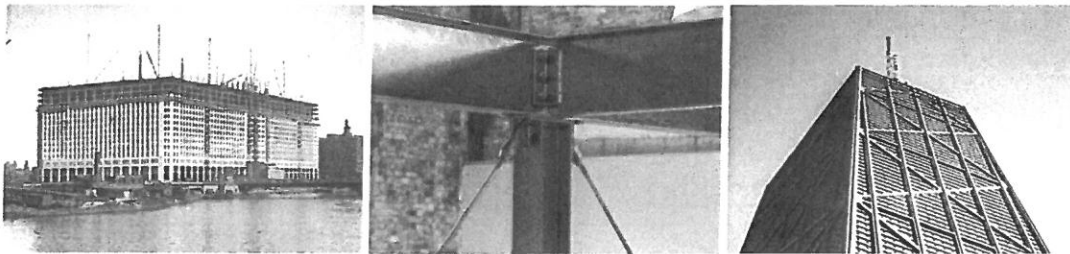
COMPUTER CAPABILITIES

- 3D Model Printing
- Adobe Photoshop
- AutoCAD Civil 3D
- AutoCAD Drafting 2D and 3D
- AGi32 Lighting Design and Calculations Program
- COMcheck Building Energy Codes Program
- Earthworks Estimating Software
- HydroCAD Stormwater Modeling
- In House Media Center
- Lumion: Architectural Visualization Software
- Microsoft Office Project
- SketchUp
- Revit Building Information Modeling (BIM)
- Trane TRACE Energy Modeline

CONSTRUCTION

- Construction Administration
- Cost Estimating
- On-Site Construction Observation
- Owner’s Representative
- Permit Procurement
- Pre-Construction Logistics
- Project Management
- Project Scheduling
- Scheduling Systems





FIRM HISTORY

HARWOOD ENGINEERING CONSULTANTS roots date back to 1924 when two engineers, Paul and John Brust, joined the 1906 Brust-Brust established architectural firm of Peter Brust, Architects. The firm's new name became Brust & Brust Architecture, Engineering & Planning in 1938. At that time, the firm was located in the Bumdnr Building at 135 West Wells Street, Milwaukee, WI. Paul left the firm for a short time, spending a couple of years working for the United States Engineer's Office in Milwaukee's Federal Building. By 1948 the firm employed architects, engineers, draftsmen and secretaries. And during the 1950's the firm became an authority on church design, completing many religious projects throughout Milwaukee and Wisconsin.

1973 The firm's name changed from Brust & Brust Architecture to Brust-Zimmerman, Architects. Also around this same time, Robert Brust grandson of Peter Brust, started Brust Engineering which in 1983 became Harwood Engineering. During the period from 1975 through 1984, the firm gained national recognition and notoriety for its expertise in the area of exterior facades and cladding. In 1989 the firm began adding additional disciplines; Electrical, Mechanical (HVAC), Plumbing and Fire Protection. Finally in 2005 the firm added Civil Engineering and is now a full service architectural engineering firm.

OUR DIFFERENTIATOR

What differentiates Harwood Engineering, compared to other engineering firms, is its architectural multi-disciplinary engineering approach. While each engineer has a practice focus, the group seeks integration of building systems as a whole. Through collaborative efforts between the firm's six disciplines, Owners are assured optimal facility performance within its overall building design.



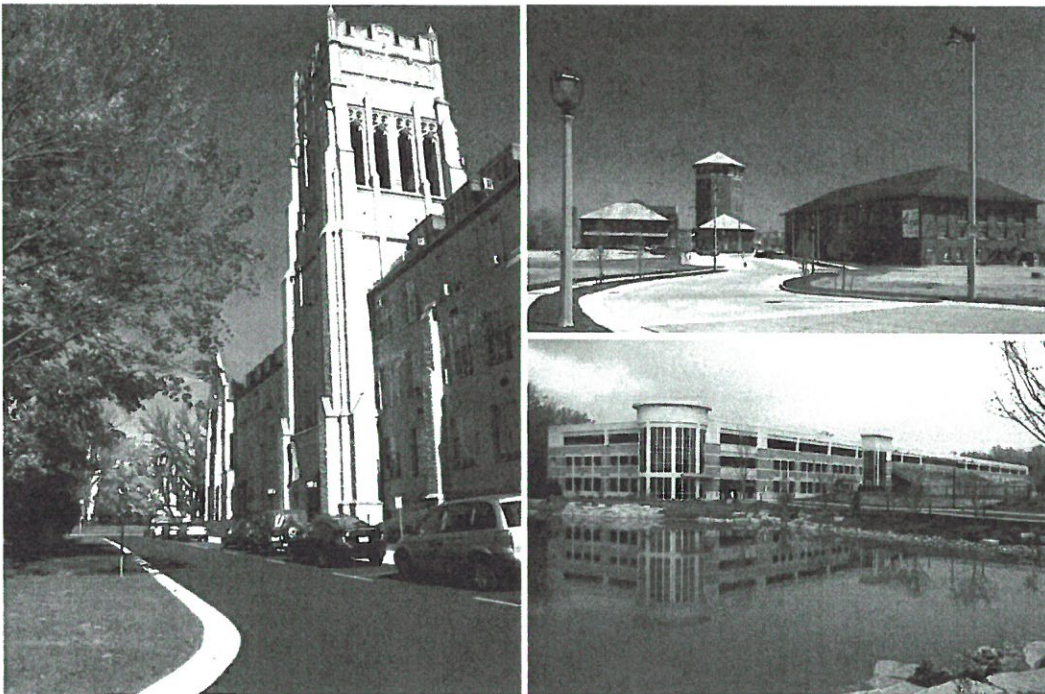


CIVIL

The Civil Engineering Department at Harwood Engineering Consultants, Ltd. was formed in 2005. The department's background and leadership is founded on years of private land development, municipal design, municipal review for local and regional municipalities, and field experience. The Director of the department has also served on a local municipal review board. This diverse range of experience gives the HEC-Civil department the knowledge in what is required to provide the customer with a complete civil package from design, municipal approvals, and project completion.

The department head is a fully licensed professional engineer in multiple states and is also a LEED accredited professional. Other department members are fully licensed in the state of Wisconsin.

We understand that the key to a successful project starts with keeping our clients informed and involved in both the design and approval processes in addition to providing clear and concise construction documents. We also understand that a municipal approval process can at times be a challenge and that is why we always make ourselves available. We see ourselves as a client's representative and work as a coordinator of all parties involved from community to contractor.





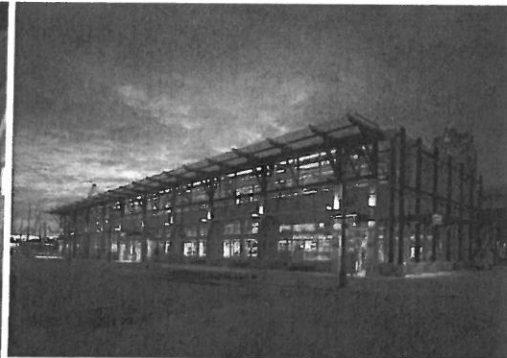
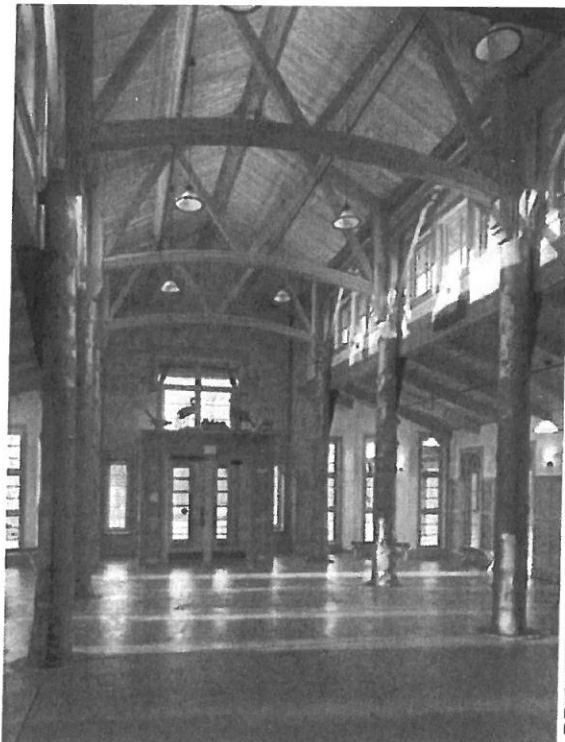
STRUCTURAL

The Structural Department is the oldest department of the company and was the start of Harwood Engineering. Over the years the department's knowledge and use of different structural systems and methods has grown significantly. This is due to the wide range of experience and expertise of the structural department members.

The structural engineers are state of Wisconsin licensed Professional Engineers. Several of the engineers hold licenses in other states and LEED certifications. Past projects have ranged in value from less than \$1 Million to over \$160 Million.

A building's structure has always been the backbone of building. Many times this backbone is hidden within the architectural components of the building. But sometimes, the structure is the star and is a key element of an architectural design. The engineers at Harwood work hand in hand with the architectural team to incorporate the architect's vision of the building. We pride ourselves in providing efficient structural designs, thoroughly detailed documents for constructability, and an expertly integrated structural design to incorporate the architectural vision.

Of the Top Milwaukee-area Special Attractions listed in the Milwaukee Business Journal, the Harwood Engineering Structural Department provided the design for four buildings that are in the top 20. We are honored to be a part of the design team for these buildings which impact the entire community.



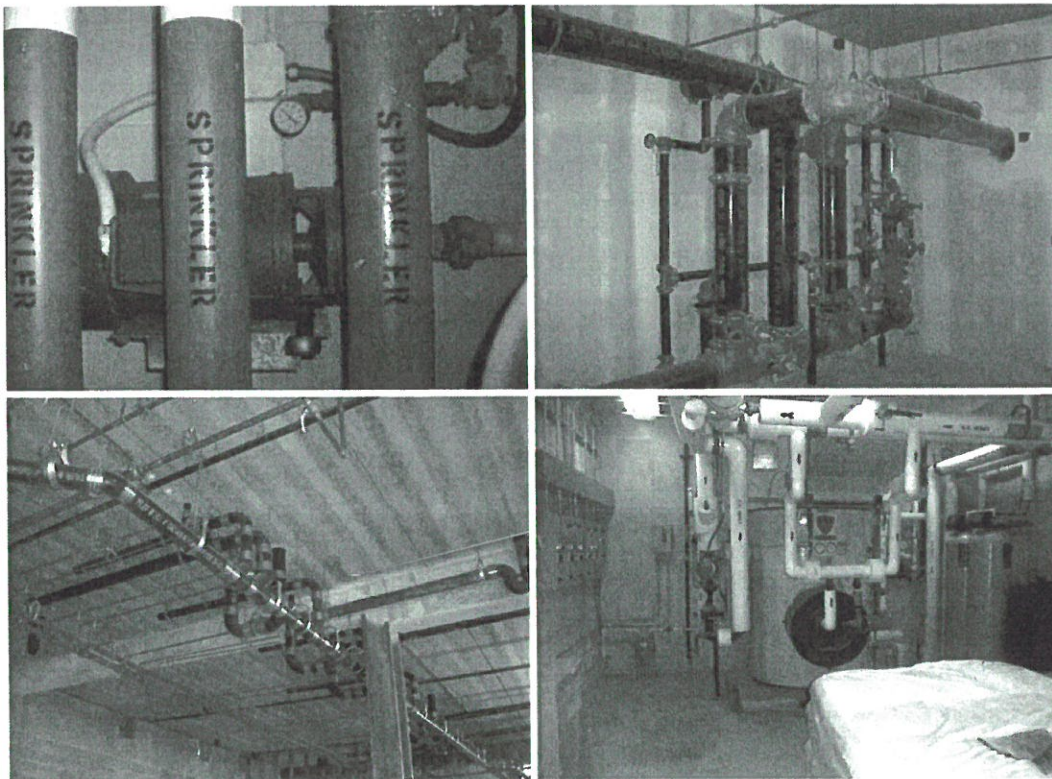


FIRE SUPPRESSION AND PLUMBING

Our Plumbing/Fire Protection Engineering Department provides all services related to Plumbing Systems Design, including: Sanitary Waste and Vent, Stormwater, Water Distribution, Compressed Air, Water Conditioning, and Medical Gas Systems, and Clean Room Process Distribution. These services may include Retrofits of Existing Systems, Value Engineering of Systems, Performance Based Specifications for Fire Protection Systems, and System Assessments / Evaluations of Condition and Expansion Capabilities.

Our project experience encompasses a broad range of markets which include healthcare, education, governmental, hospitality, and an extensive portfolio of correctional facilities.

Our philosophy for the design of plumbing systems is engaging our Clients early in the planning process, resulting in a clear and concise understanding of their needs and goals. Our team maintains a high degree of involvement throughout all phases of design and construction. The results are cost effective, efficient solutions with attention to detail – we strive to exceed our Client’s expectations.





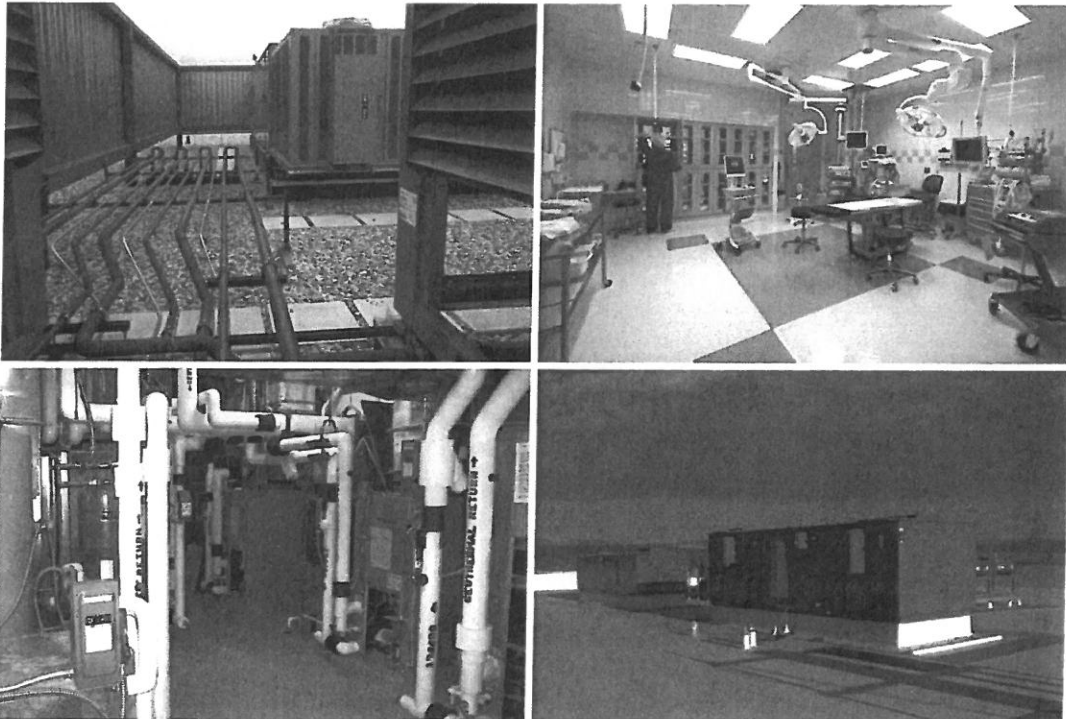
HEATING, VENTILATION, & AIR CONDITIONING (HVAC)

The Harwood Engineering mechanical department has over 200 combined years of experience in HVAC engineering. We have both the seasoned veterans who will bring vast years of engineering experience and the young innovative engineers that will bring creative and new ideas to the project. All members of the engineering team hold either a Wisconsin professional engineering license or designer license. Three members are LEED certified. Please see the Portfolio for samples of projects completed.

Our approach to a HVAC design is to get actively involved with both the building owner and the architectural design team at the beginning of the building design process. This allows us to determine the best HVAC system to match the end users required needs and budget.

We understand that there are many different ways a building can be heated, ventilated, and air conditioned. With our vast experience, Harwood Engineering is able to ask the questions needed to help determine the most economical, energy efficient, and maintainable HVAC system for the building. We have developed many tools that we employ everyday to provide our customer with a closely coordinated set of documents which minimizes construction delays and aid in building operation.

Harwood Engineering will maintain a close working relationship throughout the project to assist in the required decision making. We pride ourselves in being available for our customer throughout the entire design, construction, and start up process.





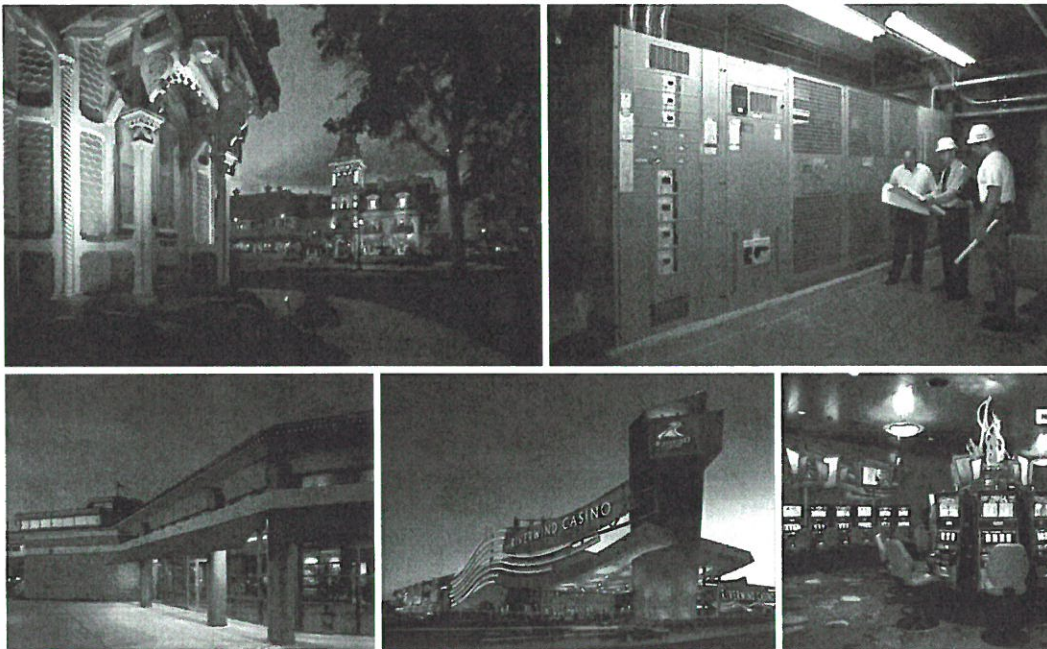
ELECTRICAL & LIGHTING

The Electrical Department has an array of engineers and designers with many different backgrounds and specialties. All of the department engineers are professional engineers licensed in the state of Wisconsin and each have a minimum of 12 years of experience.

Initially a brainstorming approach is taken at the beginning of each project. This allows the department's individual backgrounds to merge into one and provide the most cost effective, energy efficient electrical design for each project type. Please see the Portfolio for samples of projects completed.

With the variety of project types completed, Harwood Engineering has been able to develop a cost data base. This allows the department members to help assure that the systems designed stay within the construction budget.

Before construction documents are considered complete, all of the documents are coordinated with all other project team member plans. They are also reviewed by a senior department member for correctness, code compliance, constructability, and cost.



CITY OF WEST ALLIS

PROPOSAL

CONSULTANT SERVICES FOR RETROFITTING LED LIGHTING IN CITY BUILDINGS

Engineering Department
West Allis, WI

We hereby propose to furnish the following services, in accordance with City of West Allis specifications, at the following prices:

Position	Hourly Rate	Number of Hours	Extended Price
<u>Principal Engineer</u>	<u>\$165</u>	<u>35</u>	<u>\$5,775</u>
<u>Lighting Designer</u>	<u>\$100</u>	<u>54</u>	<u>\$5,400</u>
<u>Engineer</u>	<u>\$100</u>	<u>178</u>	<u>\$17,800</u>
<u>Administrative</u>	<u>\$60</u>	<u>8</u>	<u>\$480</u>

Additional Expenses (please itemize)

None

TOTAL PROJECT PRICE \$29,455

Date: March 10, 2017

Payment Terms:


NA % NA

Net 30 days

Do you accept credit card payments?

yes no

COMPANY NAME Harwood Engineering Consultants LTD.

AUTHORIZED SIGNATURE 

Thomas E. Petersen, PE LEED AP
Type or Print Name

TITLE Principal | Vice President | Director of Electrical Engineering

ADDRESS 255 North 21st Street

Milwaukee, WI 53233

TELEPHONE (414) 475-5554 FAX (414) 733-9299

E-MAIL Tom.Petersen@hecl.com

CITY OF WEST ALLIS
INSURANCE REQUIREMENTS FOR CONSULTANTS

A. INSURANCE REQUIRED.

Consultants shall purchase and maintain for the duration of the contract as required by the City or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Consultant. Some contracts may require Completed Operations, Professional Liability or other insurance beyond the contract term.

Consultant acknowledges that the insurance coverage and policy limits set forth in this Insurance Requirement section constitute the minimum amount of coverage required. Any insurance policy or other proceeds broader than or in excess of the specified limits and coverage required in this section, which are applicable to a given loss, shall be available to the City. The Insurance Requirements under this Contract shall be greater of (1) the minimum coverage and limits specified in the Contract or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named. It is agreed that these Insurance Requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required here. No representation is made that the minimum Insurance Requirements of this Contract are sufficient to cover the obligations of the Consultant under the Contract.

Any deductibles or self-insured retentions shall be identified to the City; those which exceed \$10,000 must be declared to and approved by the City. City may require a review of the latest audited financial statements of the Consultant. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the City. City reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any such time. Copies of policies shall be provided by Consultant within 10 days of such request.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. For Worker's Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

Consultant shall include all subconsultants as insured's under its policies or shall furnish separate certificates and endorsements for each subconsultant. Consultant agrees to require in any subconsultant and other agreements to perform any operations under this Contract, or provide products or services in connection with this Contract (parties to such subcontracts and/or agreements collectively shall be referred to as "subconsultants"), that all Subconsultants comply with all of the provisions of this Contract, including the indemnity and insurance provisions to the extent they apply to the scope of the Subconsultant's operations and/or performance under this Contract. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bond to City under this Contract. No subconsultant shall be permitted to commence work until all required coverage has been obtained and certificates and endorsements thereof are filed with the City. A copy of the Indemnity and Insurance Requirements shall be furnished to the Subconsultants by Consultant upon request.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be borne by the general Consultant and not the City. Failure to maintain the required insurance may result in termination of this Contract at the option of the City.

It is Consultant's responsibility to ensure its compliance with the Insurance Requirements of the Contract. Any actual or alleged failure on the part of the City to obtain proof of insurance required under the Contract shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

B. GENERAL ENDORSEMENTS.

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:

1. Occurrence Based Policies. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Contract, City does not represent or warrant that coverage and limits will be adequate to protect the Consultant, subconsultant, their agents or any project engineer.
3. Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Cancellation. The insurer shall endeavor to give the Director of Public Works/City Engineer at least ten (10) days prior written notice of any suspension or cancellation of the policy, or any reduction in coverage or in limits. In addition, the Consultant shall immediately notify the Director of Public Works/City Engineer whenever it receives notice from the insurer that the policy has been cancelled or suspended or there has been a reduction in coverage or limits. Cancellation or suspension of the policy or reduction in coverage or limits shall

constitute a material breach and is grounds for immediate termination of the Contract. Upon notice to the Consultant by the City upon the City's learning of said breach, the Consultant shall immediately cease all Work on the Project.

5. Additional Insured's. The City, its officers (elected and appointed), employees, agents and volunteers must be named as additional insured's as their interests may appear on the Consultant's General Liability insurance policy. Additional insured status shall be endorsed onto the insurance policy by the appropriate ISO Endorsement Form approved by the City and executed by duly authorized agents of said carrier.
6. Primary Insurance. Consultant's insurance shall provide primary insurance to the City, to the exclusion of any other insurance or self-insurance programs the City may carry. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
7. Waiver of Subrogation. Consultant waives all rights against the City, its officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the Consultant is required to carry pursuant to this Contract.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the City.
9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
10. Indemnification. The policies shall contain an acknowledgement by the underwriters that, to the fullest extent permitted by law, the Consultant shall indemnify and save harmless the City against any and all claims resulting from the wrongful or negligent acts or omissions of the Consultant or other parties acting on its behalf under the Contract; and that the hold harmless assumption on

the part of the Consultant shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees. The obligation to indemnify and defend the City as set forth herein shall survive the termination or completion of this Contract for the full period of time allowed by law. The parties agree that if any part of this indemnification provision is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Consultant.

C. MINIMUM LIMITS AND OTHER PROVISIONS.

1. WORKER'S COMPENSATION INSURANCE.

Workers Compensation Insurance:

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subconsultants and materialmen shall furnish to the Consultant and the City certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the Consultant.

2. GENERAL LIABILITY INSURANCE.

a. Coverage. Coverages must include, but are not limited to the following:
"Occurrence" Coverage Form must be as broad as Insurance Service Form (ISO) (form CG 00 01) and include the following:

- Premises and Operations
- Products and Completed Operations, applicable for at least three years following acceptance of the work
- Personal Injury with Employment Exclusion deleted
- Unlicensed Mobile Equipment
- Explosion, Collapse and Underground Hazard Coverages

- Blanket Contractual (Independent Consultant's Protective)
- Contractual Liability coverage at least as broad as coverage provided by the ISO CG 00 01 policy form must be included and shall not limit by any modification or endorsement, coverage for liabilities assumed by Consultant under this Contract.
- Broad Form Property Damage
- Contingent Coverage for Subconsultants
- Care, Custody and Control Coverages for City Owned or Purchased Materials at the Work Site

b. Minimum Limits of Liability:

Per Occurrence Limit:	\$1,000,000
Policy Aggregate Limit:	\$2,000,000
Personal Injury Limit:	\$1,000,000
Fire Damage Limit:	\$50,000
Medical Expense Limit:	\$5,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

- a. Coverage. Coverage must be as broad as ISO CA 00 01 - Occurrence Form Code No. 1, "any auto" and include the following:
- Comprehensive Coverage for all Owned, Non-Owned or Hired Motor Vehicles driven by the employees of the Consultant or Subconsultants, including vehicles and equipment owned by the City if used exclusively for the project.
- Uninsured or Underinsured Motorists Liability Coverage at full policy limits.
- Transportation by insured vehicles of pollutants or toxic wastes (as determined by the EPA) shall require a minimum of the Pollution Liability Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90) to address damages and clean-up costs.

b. Minimum Limits of Liability:

Per Occurrence/Accident for Bodily Injury and Property Damage:
\$1,000,000

4. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS COVERAGE.

- a. Coverage. Standard form; coverage provided on a claims – made basis with at least three years extended reporting period; to include all liability assumed by Consultant for the project. The minimum three year extension shall be for at least three years after all operations and/or performance under this Contract are complete, and additional claims-made coverage requirements apply as described below:

For any coverage that is provided on a claims-made form (which type of form is permitted only where specified above):

1. The retroactive date must be shown and must be before the date of the Contract, and before the beginning of any operations and/or performance related to this Contract;
2. Insurance must be maintained and Certificates of Insurance must be provided to the City for at three years after termination or completion of the Contract or completion of the contract work;
3. If coverage is cancelled or not-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Consultant must purchase an extended reporting period for a minimum of three years after termination of this Contract or completion of contract work.

- b. Minimum Limits of Liability: Minimum \$1 Million (project specific).

5. UMBRELLA LIABILITY.

Five million dollars (\$5,000,000) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. If excess or umbrella policies are used to meet the Insurance Requirements of this section, they shall provide coverage at least as broad as specified for the underlying coverages, and the full limits of the umbrella or excess coverage shall be available to the City. Such policy or policies shall include as insured's those covered under the underlying policies, including additional insured's, with a severability of interests provision applicable to the additional insured's. Such policy or policies shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis to the City before the City's own primary liability policy or self-insurance shall be called upon to protect it as a named insured. Coverage shall apply on a "pay on behalf" basis.

IV. CONTRACT BONDS

After opening of bids, but before signing of contract, the bidder to whom award is made shall have executed, through a surety company authorized to do business in the state of Wisconsin and acceptable as surety to City, bonds in the form included in the contract documents for the faithful performance of the contract and payment for all work and labor performed and materials furnished to complete the work. The bonds shall be for the full amount of the contract and shall be adjusted to incorporate all extras, credits and change orders through final payment.

Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

Bidder shall pay the cost of the bonds.

V. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the contract documents are to be directed to the Director of Public Works/City Engineer. Interpretations or clarifications considered necessary by the Director of Public Works/City Engineer in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the Director of Public Works/City Engineer as having received proposal forms. Questions received less than ten (10) days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the contract documents, as deemed advisable by the Board of Public Works or the Director of Public Works/City Engineer.

NON -DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veteran's status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

CITY OF WEST ALLIS
WORK ORDER

TO: HARWOOD ENGINEERING CONSULTANTS, LTD.
DATE: ^{April 6} ~~March~~ __, 2017
PROJECT: ENGINEERING SERVICES FOR RETROFITTING LED LIGHTING IN CITY BUILDINGS
SUBJECT: Engineering Consultant Services

^{April} In accordance with Resolution No. 2017-0069 and the Agreement for Professional Services dated as of ~~March 6~~, 2017 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated March 10, 2017.
Estimate: \$ 29,455.00
Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.


This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefor shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Work Order is subject to approval and acceptance pursuant to the Agreement.

Issued:

Received and Approved:

CITY OF WEST ALLIS

HARWOOD ENGINEERING
CONSULTANTS, LTD.

By: 
Michael Lewis, P.E.

By: 
Tom EA

Title: Director of Public Works/City Engineer

Title: Principal, Engineer

Date: 4/6/2017

Date: 3/29/17

ATTACHMENTS:

Scope of Services

COMPTROLLER'S CERTIFICATE

Countersigned this 6th day of ~~March~~ ^{April}, 2017 and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Contract.

Approved as to form this
5 day of ~~March~~, 2017.


City Attorney


Peggy Steeno, Director of Finance/Comptroller

