



City of Franklin

Request For Proposals

Professional Services - Employee Benefit Consulting Services

RFP Release Date: March 23, 2021

Proposals Must Be Received By 4:00 PM On April 19, 2021



City of Franklin Benefit Consulting RFP

RFP #21-002

PROFESSIONAL SERVICES - EMPLOYEE BENEFIT CONSULTING SERVICES

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NOTICE OF SOLICITATION

City of Franklin
Department of Administration
9229 W. Loomis Road
Franklin, WI 53132
Phone: 414-427-7504
psteeno@franklinwi.gov

The City is requiring all interested parties to submit a Notification of Intent to Respond, wherein the interested parties shall notify the City by email, to psteeno@franklinwi.gov, no later than Monday, April 5, 2021, if they are planning to submit a proposal.

Proposals will be received at this office until April 19, 2021, at 4:00 PM, for providing Professional Services – Employee Benefit Consulting Services to the City of Franklin.

Peggy Steeno, CPA, MBA
Director of Administration

Section I - INSTRUCTIONS

I. EXAMINATION OF THE REQUEST FOR PROPOSAL

It is the responsibility of all prospective proposers to carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to successful completion and submission of a proposal, and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error or omission in the RFP, you must notify the Director of Administration in writing. Only interpretations or corrections of the RFP made in writing are binding. You shall not rely upon any interpretation or corrections given by any other method.

II. PREPARATION AND SUBMISSION OF PROPOSALS

- A. Deadline: Proposals and Pricing Statement/Cost must be received in the Department of Administration Office no later than 4:00 PM on April 19, 2021. Proposals received after the deadline will not be considered by the City.
- B. *Three (3) hard copies of the proposal, along with a separate pricing statement/cost of proposal*, shall be mailed to: Director of Administration, City of Franklin, 9229 W. Loomis Road, Franklin, WI 53132, and one (1) electronic copy of the proposal shall be transmitted in pdf format emailed to psteeno@franklinwi.gov. The following notation must appear in the subject line of the electronic (email) copy: RFP#21-001 PROFESSIONAL SERVICES – EMPLOYEE BENEFIT CONSULTING SERVICES.
- C. It is the intent of the City of Franklin to engage a consultant who will provide professional services as described herein. However, the City reserves the right, at its sole discretion, to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff, or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP, or to the selected consultant prior to approval by the City of Franklin of a consultant services agreement.

III. PROPOSAL COSTS

The City shall not be liable for any costs incurred to prepare or submit a proposal for these services.

IV. TERM OF CONTRACT/AGREEMENT

The initial term of the agreement shall be for a two (2) year period, July, 2021 through June, 2023 agreement, in order to coincide with the City of Franklin's budget and planning processes. Three (3) additional periods of one year each may be contracted by mutual agreement.

The City of Franklin, at its sole discretion, may terminate agreement services upon written notification with or without cause, upon a 60-day notice.

V. GENERAL

- A. Upon submission of a proposal to the City of Franklin, the offer to perform contractual services may not be withdrawn by the contractor for a period of 60 days to allow the City of Franklin the opportunity to take official action.
- B. Payment will be made within 30 days of receipt of an itemized invoice.
- C. No part of the agreement shall be subcontracted without prior written consent of the City. Consultant shall retain full responsibility for all work performed.



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- D. Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability arising out of or in connection with this agreement where such liability is found upon or grows out of the errors, omissions, or negligent acts of any of the consultant, its agents or employees.
- E. Consultant shall maintain insurance coverage as required and identified in the attached "Insurance Requirements" document (pages 10-11).
 - 1. If Consultant cannot meet the minimum insurance requirements outlined within this RFP:
 - a. Provide a copy of the insurance currently carried; and,
 - b. Provide an estimate of how much it would cost to attain the additional insurances required within this RFP.
- F. The City reserves the right to negotiate revisions to the Scope of Services and fees and to terminate negotiations if a final agreement cannot be agreed upon.
- G. Agreement shall be construed according to the laws of the State of Wisconsin.

VI. CONTACT INFORMATION

Questions regarding this proposal may be directed to psteeno@franklinwi.gov.

VII. TIMELINE

The following is the planned schedule for the selection process. The City reserves the right to modify the schedule.

RFP Released.....	Tuesday, March 23, 2021
Notification of Intent to Respond...	Monday, April 5, 2021
Deadline to Submit Questions.....	Monday, April 5, 2021
City Response to Questions.....	Monday, April 12, 2021
Proposals Due.....	Monday, April 19, 2021
Interview of Finalists.....	During Period of May 3 – May 13, 2021
Selection.....	Tuesday, June 1, 2021

VIII. NON-DISCRIMINATION STATEMENT

The City of Franklin does not discriminate on the basis of race, color, religion, age, marital or veterans' 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.

IX. AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice, the City will furnish appropriate accommodations when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

X. LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of Franklin 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 City programs. Such services will be focused on providing meaningful access to City programs, services and/or benefits.

Section II - SPECIFICATIONS

I. **STATEMENT OF NEED**

The City of Franklin is seeking a consultant advisor to review all aspects of the City's Employee Benefit programs and to provide ongoing advice, counsel and recommendations in the areas of legal and regulatory compliance, benefit plan design, market benchmarks, and best practices. The consultant shall analyze past experience; make recommendations for changes in plan design and service providers; compare projected costs of self-insurance to fully insured care and make other recommendations which are expected to maintain/reduce the cost of benefits. The consultant shall provide ongoing management education on industry trends and legal updates, and act as a resource to management in employee training.

The ideal firm will combine depth of knowledge and breadth of services with a special level of intuition and human insight to identify potential solutions and guide competing interests to common goals.

Background Information

While the City of Franklin is the sixth largest city in Milwaukee County based on population, it is the third largest city in Milwaukee County based on assessed valuation. It is located in the Milwaukee Metropolitan Area. The City has a population of 36,514 and a workforce of approximately 250 employees, with approximately 215 being eligible for benefits.

The City offers a wide variety of benefits to its full and part-time (0.5+ FTE) employees ranging from vacation accrual upon date of hire; a dual sickness and disability benefit program; eligibility for health insurance is the first of the month following the date of hire with choice of a PPO Plan or High Deductible Health Plan (with optional participation in a Health Savings Account) – both plans are contributory and cover the employee and his/her family; a dental insurance program covering the employee and his/her family, with eligibility being the first of the month following the date of hire; a dual pension system comprised of the Wisconsin Retirement Fund* and Federal Social Security, both of which are contributory; a fully paid life insurance program** with coverage in the amount of one to two times the employee's annual salary adjusted to the next highest one thousand dollars; a contributory long-term disability insurance program, and voluntary benefit programs consisting of a Section 125: Flexible Benefits for Dependent Care and Medical Reimbursement, a Section 457: Deferred Compensation; a voluntary Vision Insurance Program; an Employee Assistance Program (EAP); and an Employee Wellness Program.

*The Wisconsin Retirement Fund benefits are provided according to plan guidelines of the State of Wisconsin Department of Employee Trust Funds.

**Life insurance benefits are provided by SunLife.

The City is self-insured for its health and dental programs, and carries specific and aggregate health insurance stop loss coverage.

The City's plan year for health, dental, vision, Section 125, and HSA offerings is January through December.

The City provides health care benefits to approximately 525 active employees and retirees (Non-Medicare eligible), including eligible spouses and dependents. The retiree program offering mirrors the active employee plans covering multiple benefit offerings based on an employee's years of service and employment group/category.

The City offers dental plan benefits to its active employees and their eligible spouses and dependents; eligible retirees are offered COBRA coverage.

Refer to Exhibits A-D for further details on the current benefit offerings, vendors, insurance rates, and other relevant historical information.

II. COST OF INFORMATION PREPARATION

The costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews is entirely the responsibility of the applicant. All proposals and other information provided to the City becomes the property of the City. The City reserves the right to use such proposals and other material or information and any of the ideas presented therein without cost to the City.

III. QUALIFICATIONS

Demonstrate and provide evidence of significant knowledge and experience in providing Employee Benefit Consulting Services.

IV. SCOPE OF WORK

- A. Provide ongoing assistance in formulating benefit plan objectives and analyzing existing plan design; review market trends; recommend plan design changes and conduct cost analyses.
- B. Generate reports and analyze health and dental benefit utilization.
 1. Obtain detail of actual experience from United Health Care for the period January 1, 2020 to present.
 2. Compare actual experience to normative data for the period of January 1, 2020 through December 31, 2020 for comparable plan level and population characteristics.
 3. Analyze areas of high utilization.
 4. Provide ongoing monthly, quarterly and annual utilization reports. Prepare comparisons to same period in previous years. Prepare trend analysis.
 5. Perform annual medical individual and aggregate stop loss RFP and analysis.
 6. Provide Wellness Program analysis.
- C. Prepare comprehensive written recommendations for changes projected to reduce the cost of health and dental benefits. Specifically address economic and human impact projections.
 1. Recommend change options for plan design with significant focus on number three (#3) above.
 - a. Consider multiple tier health, drug, and dental plan designs.
 - b. Consider revised levels of co-pays, office visit charges, and other out-of-pocket employee contributions.
 - c. Consider revised levels of premium share contributions for active employees and retirees.
 - d. Consider and recommend retiree program changes.
 - e. Consider and recommend Wellness Program updates which will assist in mitigating number three (#3) above.

2. Recommend changes in service provider(s).
 3. Recommend changes in underwriting structure.
 4. Identify opportunities to obtain lower cost, same or similar level services.
 5. Compute price of existing plan on a fully insured basis.
 6. Consider managed care options. Provide network match and employee disruption analysis.
 7. Recommend any other proven or innovative modification which may result in reducing the costs to the employer.
- D. Meet with management and employee representatives, as requested, to gain understanding of local requirements; provide educational and analytical services; explain written reports; provide benefit trend and strategic guidance.
1. Meet with management representatives monthly to review trends and claims.
 2. Participate in labor/management meetings as a resource to management or to explore plan design alternatives, if requested.
 3. Attend employee meetings as a resource to management; e.g. open enrollment.
 4. Assist in the creation of a strategic plan for benefits and outcomes-based wellness programs.
 5. Attend Common Council and Committee meetings to provide information, make recommendations, etc., as requested.
- E. Calculate annual funding levels for self-insured benefit plans, with specific attention to the retiree program (i.e., addressing OPEB Liability).
- F. Prepare proposal specifications, evaluate responses and assist in competitive selection process for third party suppliers, including third party administrators, underwriters of insured plans, underwriters of stop loss insurance, audit services for financial administration and claims control performance by service providers, PPO networks and drug networks.
- G. Assist with problem resolution between employer and contracted service providers.
- H. Provide employee-oriented communication materials for ongoing educational purposes.
- I. Provide ongoing State and Federal legislative updates relating to the insurance industry, e.g. COBRA, HIPAA and FMLA and assist the City with legal compliance.
- J. Assist in the coordination of the annual Open Enrollment process for Health, Dental, Vision, Section 125, and HSA.
- K. Coordinate interaction between various internal and external databases to ensure reduction of manual processes.

- L. Provide suggestions for, and assist in implementation of, digital/electronic solutions to modernize and improve efficiencies of benefit administration and to provide an annual total rewards statement for employees.
- M. Provide proactive client services, including quality responsiveness to inquiries and requests for assistance.
- N. Create and establish performance-oriented contracts with vendors that hold them accountable for the quality of services provided.
- O. Provide for an efficient transition from one service provider to another as per (C)(2) above and also, if applicable, from one benefit consultant to another.

V. PROPOSAL CONTENTS AND FORMAT

In order to be considered a qualifying proposal, the following information is required. Each submittal should include the items listed below. However, the organization may include additional materials as appropriate.

- A. Three (3) hard copies of the proposal shall be mailed to: Director of Administration, City of Franklin, 9229 W. Loomis Road, Franklin, WI 53132, and one (1) electronic copy shall be transmitted in pdf format emailed to psteeno@franklinwi.gov.
- B. An officer who is authorized to execute legal documents on behalf of the organization shall sign the proposal.
- C. Information within the proposal should be clearly marked and formatted with the following sections:
 - 1. Executive Summary: Provide an overview of the proposed services, your organization and its ability to be able to provide the services proposed.
 - 2. Detailed Information – Response Requested: Please respond to the following statements:
 - Provide a description of your firm (size, location, staffing level, longevity, etc.).
 - Explain the qualifications of the team members that will be assigned to this engagement. Also, identify the project manager who will be responsible for the engagement.
 - Detail your firm's experience on similar engagements; please include a summary describing three (3) similar and relevant past projects managed by the project manager to be assigned to the City of Franklin. These examples should include a brief summary of each project and results achieved.
 - Explain your firm's approach to successfully providing these services, including what you see as your role, and how you communicate with the City.
 - Explain your expectations for the City and its staff as it relates to your ability to successfully provide consulting services on the City's benefit offerings.
 - Please identify specialized computer software packages and other technology tools used to service your clients.

- Describe, in detail, your firm's data analysis process including the methods and strategies you employ and the type of reports and forms that can be expected by the City as part of this engagement.
 - Explain your experience with, and knowledge of, the health, dental, vision, wellness, life, LTD, and Section 125 providers utilized by the City.
 - Provide examples of past recommendations for plan design related to cost containment. State projected outcomes as well as actual experience.
 - Explain levels and types of service provider audits which you have recommended for existing clients.
 - Discuss your experience with self-funded clients compared to fully insured clients.
3. Agent/Broker: If proposing firm is an agent or broker, please provide the following information:
- Furnish a list of insurance companies, third party administrators, and other providers for which the consultant is an authorized agent or broker.
 - Under this arrangement, the City will require full disclosure of all fees, commissions and any other payments made to the consultant by the providers. State how commission receipts will offset fees for consulting services.
 - What is the commission structure on booked business?
 - On brokered contracts for TPA, stop loss, or insured managed care, what portion of the commission is returned to the City as a commission split for these amounts in excess of compensation for services?
 - If brokered, are any markets (companies) excluded or put at a financial disadvantage by the nature of exclusive brokered contracts versus an independent relationship?
4. References: Provide five (5) municipal references, for similar size organizations with similar offerings, including the name of person(s) who may be contacted, title of the person, mailing address, email address and phone number. Please include references for the specific project manager who will be assigned to the City of Franklin.
5. Appendix/Portfolio: Proposing firms may provide a portfolio of work, either as an attachment or via web link, to highlight the organization's past work as it applies to these proposed services. This section may also be used to provide any additional information regarding the firm's additional qualifications or methods relevant to these services. Please identify the project manager for each sample portfolio of work provided.
6. Cost Summary: A detailed cost for services broken into product and service costs. Also provide any and all other costs pertinent to the Scope of Work required for this project. Proposals shall clearly list the fee for each year of the proposed contract, on a monthly basis, in a not-to-exceed sum to include all of the firm's costs including but not limited to: labor, materials, supplies, equipment, transportation costs, meals, lodging, computer software, etc. All expense reimbursements will be the responsibility of the firm.

- 7. Additional Services: The proposing firm will be allowed to propose additional services offerings as part of an alternate quote. However, the basic proposal must include all stated requirements listed herein.
- 8. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin.

VI. EVALUATION AND SELECTION PROCESS

RATING CRITERIA

- a. Experience and successes in providing Employee Benefit Consulting Services to similar organizations
- b. Skill, ability and capacity to perform the specific scope of services required
- c. Quality of proposal and format
- d. Proposed methodology, best practices utilized, and strategies employed
- e. Additional resources offered / provided
- f. Overall impression
- g. Price/Costs/Cost Structure

The City of Franklin reserves the right to reject any and all proposals for any reason at its sole discretion and to negotiate the terms and conditions of the eventual agreement with the consultant awarded the project. The consultant to whom the agreement is awarded will be notified as early as possible.

Section III - INSURANCE REQUIREMENTS

- I. The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A" above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the general/commercial liability and umbrella or excess liability coverage.



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	CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability	CONSULTANT shall maintain at levels as required by the State of Wisconsin, The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.
E. Errors and Omissions (Professional Liability)	\$1,000,000 per claim \$2,000,000 annual aggregate
F. Builders Risk Insurance (Property Coverage) - If applicable	Note: The CONSULTANT shall recommend amount of coverage necessary to complete the project should a loss of any type occur. Used to cover property in transit, property stored on the project work sites, and property stored off the project work sites.

BENEFIT CONTRACTS/VENDORS

Employee Assistance Program

- Aurora

Dental Insurance

- Self-insured Standard Plan, TPA is United Healthcare of Wisconsin

Health Insurance

- Two (2) Plans, both self-insured, TPA is United Healthcare of Wisconsin
 - PPO – Choice Plus Network
 - HDHP – Choice Plus Network
- Stop Loss (individual and aggregate) - SunLife
- Pharmacy
 - Serve You – retail and mail order

Supplemental Health – Virtual/Mobile/In-Home Clinic & Limited Pharmacy

- NICE Healthcare

Section 125 – Flexible Spending Account

- Employee Benefits Corporation (EBC)

Health Savings Account (HSA) in conjunction with the HDHP

- Associated Bank

Life Insurance

- SunLife

Long-Term Disability Insurance

- SunLife

Short-Term Disability Insurance

- AFLAC

Pension

- Department of Employee Trust Funds, Wisconsin Retirement System (provides for regular retirement, disability retirement and/or disability insurance, and duty disability retirement for protective services)
- Principal Financial Group (Legacy Plan)

Section 457 – Deferred Compensation

- Northshore Bank
- AXA Equitable Life Insurance
- ICMA Investor Services

EXHIBIT B

Medical Benefit and Employee Contribution Summary City of Franklin Effective January 1, 2021

Third Party Administrator	United Healthcare of Wisconsin	United Healthcare of Wisconsin
Plan Design	<i>PPO Plan</i>	<i>High Deductible Plan (HSA Plan)</i>
Calendar Year Deductible		
In-Network (Single / Family)	\$1,500 / \$4,500	\$3,000 / \$6,000
Out-of-Network (Single / Family)	\$4,500 / \$13,500	\$6,000 / \$12,000
Coinsurance Level		
Tier 1 Provider	85%	90%
Other In-Network Provider	80%	80%
Out-of-Network	60%	60%
Out-of-Pocket Maximum		
In-Network (Single / Family)	\$4,500 / \$9,000	\$4,500 / \$9,000
Out-of-Network (Single / Family)	\$13,500 / \$27,000	\$9,000 / \$18,000
In-Network Preventive Care	Covered at 100%	Covered at 100%
In-Network Office Copay		
Tier 1 Primary / Specialist	\$25 / \$50	Deductible then 90% Co-insurance
Other In Network Primary / Spec	\$40 / \$70	Deductible then 80% Co-insurance
In-Network ER Copay	\$400	Deductible then 90% Co-insurance
In-Network UC Copay	\$100	Deductible then 90% Co-insurance
Virtual Visits	\$15	Deductible then 90% Co-insurance
Prescription Drug Copay		
Tier 1 / 2 / 3	\$10 / \$40 / \$60	Deductible then 90% Tier 1, Deductible then 80% Tiers 2 and 3
Specialty	25% coinsurance	Deductible then 80% Co-insurance
Monthly Contribution		
Single	\$160 00	\$96 02
Family	\$386 00	\$232 26
2021 Health Savings Account Contribution from the City		
Single	N/A	\$750 00
Family	N/A	\$1,500 00
2021 Health Reimbursement Arrangement		
Single	N/A	\$1,250
Family	N/A	\$2,500

SECTION 4 - PLAN HIGHLIGHTS

The table below provides an overview of the Plan's Annual Deductible and Annual Maximum Benefit.

Plan Features	Network	Non-Network
Annual Deductible ■ Individual	\$25	
Annual Maximum Benefit ■ Individual	\$1,500 per person, per Calendar Year	
Benefit Description & Limitation	Percentage of Eligible Expenses Payable by the Plan:	
	Network	Non-Network*
*You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.		
DIAGNOSTIC SERVICES		
Bacteriologic Cultures	100%	100%
Viral Cultures	100%	100%
Bite-Wing Radiographs Limited to 1 series of films per calendar year. Intraoral Bitewing Radiographs	100%	100%
Complete Series or Panorex Radiographs Limited to one time per 36 months.	100%	100%
Oral/Facial Photographic Images Limited to 1 time per consecutive 36 months.	100%	100%
Diagnostic Casts Limited to one time per 24 months.	100%	100%

Plan Features	Network	Non-Network
<p>Extraoral Radiographs Limited to 2 film per calendar year.</p>	100%	100%
<p>Intraoral - Complete Series (including bitewings) Limited to 1 time every 3 calendar years. Vertical bitewings cannot be billed in conjunction with a complete series.</p>	100%	100%
<p>Individual Periapical Radiographs Intraoral Periapical Radiographs</p>	100%	100%
<p>Pulp Vitality Tests Limited to 1 charge per visit, regardless of how many teeth are tested.</p>	100%	100%
<p>Intraoral Occlusal Film</p>	100%	100%
<p>Periodic Oral Evaluation Limited to 2 times per calendar year.</p>	100%	100%
<p>Comprehensive Oral Evaluation Limited to 2 times per calendar year. Not Covered if done in conjunction with other exams.</p>	100%	100%
<p>Limited or Detailed Oral Evaluation Limited to 2 times per calendar year. Only 1 exam is Covered per date of service.</p>	100%	100%
<p>Comprehensive Periodontal Evaluation - new or established patient Limited to 2 times per calendar year.</p>	100%	100%
<p>Adjunctive Pre-Diagnostic Test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures Limited to 1 time per calendar year.</p>	100%	100%

Plan Features	Network	Non-Network
PREVENTIVE SERVICES		
Dental Prophylaxis Cleanings Limited to two time per calendar year.	100%	100%
Fluoride Treatments Fluoride Treatments - child Limited to Covered Persons under the age of 19 years, and limited to 2 times per calendar year.	100%	100%
Sealants Limited to Covered Persons under the age of 18 years and once per first or second permanent molar every consecutive 36 months.	100%	100%
Space Maintainers	100%	100%
Re-Cement Space Maintainers Limited to 1 per consecutive 6 months after initial insertion.	100%	100%
MINOR RESTORATIVE SERVICES		
Amalgam Restorations Fillings Multiple restorations on one surface will be treated as a single filling.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Composite Resin Restorations Fillings Composite Resin Restorations - Anterior Multiple restorations on one surface will be treated as a single filling.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible

EXHIBIT C

CITY OF FRANKLIN DENTAL 3P574 PLAN

Plan Features	Network	Non-Network
<p>Gold Foil Restorations</p> <p>Multiple restorations on one surface will be treated as a single filling.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible
ENDODONTICS		
<p>Apexification</p> <p>Limited to 1 time per tooth per lifetime.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Apicoectomy and Retrograde filling</p> <p>Limited to 1 time per tooth per lifetime.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Hemisection</p> <p>Limited to 1 time per tooth per lifetime.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Root Canal Therapy</p> <p>Limited to 1 time per tooth per lifetime. Dentist who performed the original root canal should not be reimbursed for the retreatment for the first 12 months.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Retreatment of Previous Root Canal Therapy</p> <p>Dentist who performed the original root canal should not be reimbursed for the retreatment for the first 12 months.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Root Resection/Amputation</p> <p>Limited to 1 time per tooth per lifetime.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Therapeutic Pulpotomy</p> <p>Limited to 1 time per primary or secondary tooth per lifetime.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Pulpal Therapy (resorbable filling) - Anterior or Posterior, Primary Tooth (excluding final restoration)</p> <p>Limited to 1 time per tooth per lifetime. Covered for anterior or posterior teeth only.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible

Plan Features	Network	Non-Network
<p>Pulp Caps - Direct/Indirect – excluding final restoration</p> <p>Not covered if utilized solely as a liner or base underneath a restoration.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Pulpal Debridement, Primary and Permanent Teeth</p> <p>Limited to 1 time per tooth per lifetime. This procedure is not to be used when endodontic services are done on same date of service.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>PERIODONTICS</p>		
<p>Crown Lengthening</p> <p>Limited to 1 per quadrant or site per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Gingivectomy/Gingivoplasty</p> <p>Limited to 1 per quadrant or site per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Gingival Flap Procedure</p> <p>Limited to 1 per quadrant or site per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Osseous Graft</p> <p>Limited to 1 per quadrant or site per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Osseous Surgery</p> <p>Limited to 1 per quadrant or site per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Guided Tissue Regeneration</p> <p>Limited to 1 per quadrant or site per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Soft Tissue Surgery</p> <p>Limited to 1 per quadrant or site per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>

Plan Features	Network	Non-Network
<p>Periodontal Maintenance</p> <p>Limited to 2 times per consecutive 12 months following active or adjunctive periodontal therapy, exclusive of gross debridement.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Full Mouth Debridement</p> <p>Limited to once per consecutive 36 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Provisional Splinting</p> <p>Cannot be used to restore vertical dimension or as part of full mouth rehabilitation, should not include use of laboratory based crowns and/or fixed partial dentures (bridges).</p> <p>Exclusion of laboratory based crowns or bridges for the purposes of provisional splinting.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Scaling and Root Planning</p> <p>Limited to 1 time per quadrant per consecutive 24 months.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Localized Delivery of Antimicrobial</p> <p>Agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report</p> <p>Limited to 3 sites per quadrant, or 12 sites total, for refractory pockets, or in conjunction with scaling or root planing, by report.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>ORAL SURGERY</p>		
<p>Alveoloplasty</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>
<p>Biopsy</p> <p>Limited to 1 biopsy per site per visit.</p>	<p>75% after you meet the Annual Deductible</p>	<p>75% after you meet the Annual Deductible</p>

Plan Features	Network	Non-Network
Frenectomy/Frenuloplasty	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Incision and Drainage Limited to 1 per site per visit.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Removal of a Benign Cyst/Lesions Limited to 1 per site per visit.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Removal of Torus Limited to 1 per site per visit.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Root Removal Limited to 1 time per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Simple Extraction Limited to 1 time per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Surgical Extraction of Erupted Teeth or Roots Limited to 1 time per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Surgical Extraction of Impacted Teeth Limited to 1 time per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Surgical Access, Surgical Exposure, or Immobilization of Unerupted Teeth Limited to 1 time per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Primary Closure of a Sinus Perforation Limited to 1 per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Placement of Device to Facilitate Eruption of Impacted Tooth Limited to 1 time per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
Transseptal Fiberotomy/Supra Crestal Fiberotomy, by report Limited to 1 time per tooth per lifetime.	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible

Plan Features	Network	Non-Network
<p>Vestibuloplasty Limited to 1 time per site per consecutive 60 months.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Bone Replacement Graft for Ridge Preservation - per site Limited to 1 per site per lifetime Not Covered if done in conjunction with other bone graft replacement procedures.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Excision of Hyperplastic Tissue or Pericoronal Gingiva Limited to 1 per site per consecutive 36 months.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Appliance Removal (not by dentist who placed appliance) includes removal of arch bar</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Tooth Reimplantation and/or Transplantation Services Limited to 1 per site per lifetime.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>Oroantral Fistula Closure Limited to 1 per site per visit.</p>	75% after you meet the Annual Deductible	75% after you meet the Annual Deductible
<p>MAJOR RESTORATIVE SERVICES Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement.</p>		
<p>Coping Limited to 1 per tooth per consecutive 60 months. Not Covered if done at the same time as a crown on same tooth.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible

Plan Features	Network	Non-Network
<p>Crowns – Retainers/Abutments</p> <p>Limited to 1 time per tooth per consecutive 60 months. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Crowns - Restorations</p> <p>Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Temporary Crowns - Restorations</p> <p>Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Inlays/Onlays – Retainers/Abutments</p> <p>Limited to 1 time per tooth per 60 consecutive months. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Inlays/Onlays - Restorations</p> <p>Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Pontics</p> <p>Limited to 1 time per tooth per consecutive 60 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>

Plan Features	Network	Non-Network
<p>Retainer-Cast Metal for Resin Bonded Fixed Prosthesis</p> <p>Limited to 1 time per tooth per consecutive 60 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Pin Retention</p> <p>Limited to 2 pins per tooth; not covered in addition to cast restoration.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Post and Cores</p> <p>Covered only for teeth that have had root canal therapy.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Re-cement Bridges</p> <p>Re-Cement Inlays/Onlays, Crowns, Bridges and Post and Core</p> <p>Limited to those performed more than 12 months after the initial insertion.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Sedative Filling</p> <p>Covered as a separate benefit only if no other service, other than x-rays and exam, were done on the same tooth during the visit.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Stainless Steel Crowns</p> <p>Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth. Prefabricated esthetic coated stainless steel crown - primary tooth, are limited to primary anterior teeth.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p style="text-align: center;">FIXED PROSTHETICS</p> <p>Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement.</p>		

Plan Features	Network	Non-Network
<p>Fixed Partial Dentures (Bridges) Limited to 1 time per tooth per consecutive 60 months.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible
<p style="text-align: center;">REMOVABLE PROSTHETICS</p> <p style="text-align: center;">Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement.</p>		
<p>Full Dentures Limited to 1 per consecutive 60 months. No additional allowances for precision or semi-precision attachments.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible
<p>Partial Dentures Limited to 1 per consecutive 60 months. No additional allowances for precision or semi-precision attachments.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible
<p>Relining Dentures and Rebasing Dentures Limited to relining/rebasing performed more than 6 months after the initial insertion. Limited to 1 time per consecutive 12 months.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible
<p>Tissue Conditioning - Maxillary or Mandibular Limited to 1 time per consecutive 12 months.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible
<p>Repairs to Full Dentures, Partial Dentures, Bridges Repairs or Adjustments to Full Dentures, Partial Dentures, Bridges or Crowns. Limited to repairs or adjustments performed more than 12 months after the initial insertion. Limited to 1 per consecutive 6 months.</p>	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible

Plan Features	Network	Non-Network
<p>IMPLANTS</p> <p>Replacement of implants, implant crowns, implant prosthesis, and implant supporting structures (such as connectors) previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement.</p>		
<p>Implant Placement</p> <p>Limited to 1 time per consecutive 60 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Implant Supported Prosthetics</p> <p>Limited to 1 time per consecutive 60 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Implant Maintenance Procedures, including removal of prosthesis, cleansing of prosthesis and abutments, reinsertion of prosthesis</p> <p>Limited to 1 time per consecutive 12 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Repair Implant Supported Prosthesis, by report</p> <p>Limited to repairs or adjustments performed more than 12 months after initial insertion. Limited to 1 per consecutive 6 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Abutment Supported Crown (titanium) or Retainer Crown for FPD - titanium</p> <p>Limited to 1 time per consecutive 60 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>
<p>Repair Implant Abutment, by report</p> <p>Limited to repairs or adjustments performed more than 12 months after initial insertion. Limited to 1 per consecutive 6 months.</p>	<p>50% after you meet the Annual Deductible</p>	<p>50% after you meet the Annual Deductible</p>

EXHIBIT CCITY OF FRANKLIN DENTAL 3P574 PLAN

Plan Features	Network	Non-Network
Implant Removal, by report Limited to 1 time per consecutive 60 months.	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible
Radiographic/Surgical Implant Index, by report Limited to 1 time per consecutive 60 months.	50% after you meet the Annual Deductible	50% after you meet the Annual Deductible



Historical Perspective—Health Insurance Plan Design

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019		2020	
	Auxiant	Auxiant	Auxiant	Auxiant	Humana	Humana	Humana	UHC	UHC	UHC		UHC	
	PPO	PPO	PPO	PPO	PPO	PPO	PPO	PPO	PPO	PPO	HDHP	PPO	HDHP
Deductible	\$200/\$600	\$200/\$600	\$200/\$600	\$500/\$1500	\$500/\$1000	\$500/\$1000	\$500/\$1000	\$500/\$1000	\$1000/\$2000	\$1500/\$4500	\$3000/\$6000	\$1500/\$4500	\$3000/\$6000
OOP Max	\$400/\$1200	\$400/\$1200	\$400/\$1200	\$1000/\$3000	\$1000/\$2000	\$1000/\$2000	\$1000/\$2000	\$1000/\$2000	\$3000/\$6000	\$4500/\$9000	\$6000/\$12000	\$4500/\$9000	\$4500/\$9000
Office Copays					\$10	\$10	\$10	\$10	\$15/\$25/\$35/\$40	\$25/\$40/\$50/\$70	N/A	\$25/\$40/\$50/\$70	N/A
ER Copay	\$100	\$100	\$100	\$100	\$150	\$150	\$150	\$150	\$250	\$400	N/A	\$400	N/A
Urgent Care Copay	\$50	\$50	\$50	\$50	\$75	\$75	\$75	\$75	\$100	\$100	N/A	\$100	N/A
Virtual Visit								\$10	\$10	\$15	N/A	\$15	N/A
RX Copays	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$25/\$40 /25%	\$10/\$25/\$40 /25%	\$10/\$35/\$50 /25%	\$10/\$35/\$50 /25%	\$10/\$35/\$50 /25%	\$10/\$40/\$60 /25%	N/A	\$10/\$40/\$60 /25%	N/A
Monthly Total Premium - S	\$732.00	\$750.00	\$750.00	\$705.00	\$676.80	\$650.75	\$616.26	\$616.26	\$662.46	\$801.00	\$721.99	\$790.54	\$714.88
F	\$1,716.00	\$1,812.50	\$1,812.50	\$1,705.00	\$1,636.80	\$1,573.85	\$1,490.50	\$1,490.50	\$1,602.30	\$1,929.00	\$1,746.27	\$1,899.72	\$1,724.74
Monthly EE Prem Share - S	\$60.00	\$60.00	\$75.00	\$84.60	\$84.60	\$84.60	\$83.20	\$86.28	\$96.06	\$160.00	\$96.02	\$160.00	\$96.02
F	\$135.00	\$145.00	\$181.25	\$204.60	\$204.60	\$204.60	\$201.22	\$208.68	\$232.34	\$386.00	\$232.26	\$386.00	\$232.26
City Contribution to H.S.A.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$750/\$1500	N/A	\$1125/\$2250
Maximum Single Cost/Yr	\$1,120.00	\$1,120.00	\$1,300.00	\$2,015.20	\$2,015.20	\$2,015.20	\$1,998.40	\$2,035.36	\$4,152.72	\$6,420.00	\$6,402.24	\$6,420.00	\$4,527.24
Maximum Family Cost/Yr	\$2,820.00	\$2,940.00	\$3,375.00	\$5,455.20	\$4,455.20	\$4,455.20	\$4,414.64	\$4,504.16	\$8,788.08	\$13,632.00	\$13,287.12	\$13,632.00	\$9,537.12

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and _____ (hereinafter "CONSULTANT"), whose principal place of business is _____.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services CONSULTANT and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONSULTANT to provide _____;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONSULTANT agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONSULTANT shall provide services to the CITY for _____, as described in the CONSULTANT'S proposal to the CITY dated _____, which is attached and incorporated herein as Attachment A.
 - B. The CONSULTANT shall serve as the CITY'S professional representative in matters to which this AGREEMENT applies. The CONSULTANT is not guaranteed to be the CITY'S sole representative in such matters, and the CITY is not restricted from engaging other professional service CONSULTANTS to address such matters as the CITY shall determine is appropriate.
 - C. [Option 1] The CONSULTANT may not employ the services of outside CONSULTANTS and SUB-CONSULTANTS to complete work under this AGREEMENT.

[Option 2] The CONSULTANT may employ the services of outside CONSULTANTS and SUB-CONSULTANTS when deemed necessary by the CONSULTANT to complete work under this AGREEMENT following approval by the CITY for each such type of use.
 - D. The CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent SUB-CONSULTANTS to (if allowed for herein), the CONSULTANT and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONSULTANT as employer. The CITY understands that express AGREEMENTS may exist between the CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
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II. FEES AND PAYMENTS

The CITY agrees to pay the CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____] [a fixed fee of \$ _____], subject to the terms detailed below:

- A. The CONSULTANT may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONSULTANT’S invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. In addition to the fees identified above, the CONSULTANT may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the CONSULTANT.
- D. The cost of all services and reimbursable expenses, if any, to be provided under this agreement shall not exceed \$ _____, without amendment of this agreement.
- E. Should the CITY find deficiencies in work performed or reported, it will notify the CONSULTANT in writing within thirty (30) days of receipt of invoice and related report, and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving the CITY’S notice, which period may be extended by mutual agreement of the CONSULTANT and the CITY’S representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- F. Travel time to CITY locations is not chargeable time.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONSULTANT.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONSULTANT and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONSULTANT shall submit a “Change Order Request Form” to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONSULTANT to finalize acceptance of the change order. Any claim by the CONSULTANT for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the

EXHIBIT E

CONSULTANT of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. (Name and Title) , acting on behalf of the CITY, will be responsible for communication within the CITY'S organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONSULTANT.
- B. The CITY will timely provide the CONSULTANT with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONSULTANT will appoint, subject to the approval by the CITY, (Name and Title) as the CONSULTANT'S Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONSULTANT. This AGREEMENT may be terminated by the CONSULTANT upon thirty (30) days written notice. Upon such termination by the CITY, the CONSULTANT shall be entitled to payment of such amount as shall fairly compensate the CONSULTANT for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONSULTANT shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONSULTANT may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONSULTANT'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

EXHIBIT E

A. General/Commercial Liability	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a <u>primary, non-contributory</u> basis.</p>
B. Automobile Liability	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a <u>primary, non-contributory</u> basis and shall receive a waiver of subrogation in favor of the Owner.</p>
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	<p>\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in “A” above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a <u>primary, non-contributory</u> basis.</p>
D. Worker’s Compensation and Employers’ Liability	<p>CONSULTANT shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker’s compensation subrogation and/or any rights of recovery allowed under any worker’s compensation law, both in favor of the Owner.</p>
E. Errors and Omissions (Professional Liability)	<p>\$1,000,000 per claim \$2,000,000 annual aggregate</p>
F. Builders Risk Insurance (Property Coverage) - If applicable	<p>Note: The CONSULTANT shall recommend amount of coverage necessary to complete the project should a loss of any type occur. Used to cover property in transit, property stored on the project work sites, and property stored off the project work sites.</p>

Upon the execution of this AGREEMENT, the CONSULTANT shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as “The City of Franklin, including its employees and its elected or appointed officials.”

EXHIBIT E

All SUB-CONSULTANT'S shall be required to obtain commensurate coverages which shall be as broad as those noted above for CONSULTANT. If SUB-CONSULTANT employees are not covered by workers compensation or by CONSULTANT'S worker's compensation, the SUB-CONSULTANT shall provide employer's liability insurance for the protection of SUB-CONSULTANT'S employees, which coverage limits shall at least be \$100,000 for bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; and \$100,00 bodily injury by disease/each employee.

If said policies are thereafter canceled, permitted to expire, or changed, the CONSULTANT shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONSULTANT, nor the CONSULTANT'S SUB-CONSULTANT'S, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONSULTANT fails to ensure the CONSULTANT and all SUB-CONSULTANT'S are insured and continue to remain insured, the CONSULTANT shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all SUB-CONSULTANT'S shall remain with the CONSULTANT; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONSULTANT and SUB-CONSULTANT'S have the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. 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 law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The CONSULTANT warrants each of the following:
 - 1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 - 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 - 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONSULTANT.

EXHIBIT E

- C. The CONSULTANT shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONSULTANT, or the agents, employees or workmen of said CONSULTANT in any respect whatsoever.
- D. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONSULTANT or the CONSULTANT'S officers, directors, partners, employees, and CONSULTANTS in the performance of the CONSULTANT'S services under this AGREEMENT.
- E. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONSULTANT, the CONSULTANT'S officers, directors, partners, employees, and CONSULTANTS from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and CONSULTANTS with respect to this AGREEMENT.
- F. To the fullest extent permitted by law, the CONSULTANT'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONSULTANT and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONSULTANT'S negligence bears to the total negligence of the CITY, the CONSULTANT, and all other negligent entities and individuals.
- G. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees, and CONSULTANTS from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate the CITY to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

The CONSULTANT shall commence work promptly and diligently upon execution of this AGREEMENT.

The CONSULTANT shall commence work within _____ days following receipt of a Notice to Proceed from the CITY.

The CONSULTANT shall complete the work [ADD TEXT]

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

Unless other required herein, the CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: The CONSULTANT stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CONSULTANT to continue to perform work under this AGREEMENT. Additionally, the CONSULTANT shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.