



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer

Michael R. Dailey, P.E.

Principal Engineer 2

Gregory T. Fries, P.E.

Christopher J. Petykowski, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.

Eric L. Dundee, P.E.

John S. Fahrney, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Operations Manager

Kathleen M. Cryan

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

DATE: July 7, 2017

TO: Consultants Submitting Proposals for Engineering Services

FROM: Robert F. Phillips, City Engineer

SUBJECT:

The City of Madison Engineering Division is requesting consultant proposals to develop alternatives for improving water quality within Warner Lagoon. The intent for the Request for Proposal is to allow consultants the opportunity to enter into a contract with the City of Madison for the required design as detailed in the Request for Proposals (RFP).

Please refer to the Warner Lagoon Water Quality RFP for pertinent information and dates. The following items are included with the RFP and considered part of it:

- Sample Contract (For informational purposes only. Does not need to be completed to bid.)
- Scope of Services
- Figures (Title Sheet, plus Sheets 1-7)
- Questionnaire for Design Services

The RFP may be obtained at any of the following online locations:

State of Wisconsin, VendorNet System – www.vendornet.state.wi.us

City of Madison Public Works – www.cityofmadison.com/business/pw/requestforproposals.cfm

Demandstar by Onvia:- www.demandstar.com

Interested Consultants shall submit four (4) hard copies of their Proposals to the Office of the City Engineer by 12:00 PM on August 11, 2017. Submit proposal to:

City of Madison, Engineering Division
Attn: Sally Swenson
210 Martin Luther King Jr Blvd., Room 115
Madison, WI 53703

Please carefully review the RFP and follow all instructions. The successful Consultant must be agreeable to the City Of Madison standard contract language in the Sample Contract. Questions regarding this project may be directed to the project manager, Sally Swenson, at (608) 266-4862 or sswenson@cityofmadison.com.

Sincerely,

Robert F. Phillips, P.E., City Engineer

RFP:scs

Cc: Greg Fries, Engineering Division
Janet Schmidt, Parks Division



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

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

- ☐ Check one box at top of Page 1 for the type of business entity.
- ☐ Sections 3 & 4 will be completed by the City and should be complete before you sign.
- ☐ Put a name in Sec. 7.A. – person responsible for administering the contract.
- ☐ **Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV.
 - Contractors who have previously done \$25,000 in annual business with the City might already have a plan on file. Confirm this with your City contact person and **check A**.
 - If this is your first applicable Contract with the City, and/or you don't have a plan on file, and you are not exempt as noted in sec. 13.B., **check B**. You must file a plan within 30 days. The Model Affirmative Action Plan is here: www.cityofmadison.com/dcr/documents/AAP-VS.doc
 - If you are exempt because you have fewer than 15 employees, **check C**, and complete the Request for Exemption form available here: www.cityofmadison.com/dcr/aaFormsVS.cfm
 - If you have 15 or more employees but you will be paid less than \$25,000 by the City, in total annual business for the calendar year, (including this contract) **check D**.

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

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

Insurance Instructions:

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

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

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

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

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City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Design Professionals)

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor".

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

2. **PURPOSE.**

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

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

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

List all attachments here by name, and attach and label them accordingly.

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

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NON-DISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS

EXEMPTION AND BECOME SUBJECT TO SEC. 13.B(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

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

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

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

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

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

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

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

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the contractors and/or any subcontractor's negligent acts, errors or omissions, in the performance of this Agreement.

27. **INSURANCE.**

- A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any

Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C., below.

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

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

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

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

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

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

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

A. **DEFINITIONS.**

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

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

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

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

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

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

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

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

32. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

33. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

34. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____

Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

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

By: _____

Randy Whitehead, CPA
Principal Accountant

Date

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

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

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

SECTION 3. SCOPE OF SERVICES

A. GENERAL:

The City of Madison Engineering Division is soliciting conceptual design alternatives and cost estimates for feasible projects to improve water quality and fish habitat within Warner Lagoon.

The final product of the scope described herein is conceptual drawings and descriptions for multiple alternatives, not final design documents. The City is most interested in documentation outlining the thought processes used to develop these alternatives.

The engineer estimates that the cost for the development of alternatives, as described in this Request for Proposal (RFQ), will be approximately \$65,000.

B. PROJECT DESCRIPTION

The City of Madison (City) and the Wisconsin Department of Natural Resources (DNR), as well as several stakeholder groups vested in Warner Lagoon, are currently developing a long-range master plan for the lagoon to improve water quality, environmental health, and recreational amenities in and around Warner Lagoon. The goal of the lagoon master plan is to create a document, through the public input process, listing feasible projects that will achieve these goals.

The City is seeking assistance, through this RFP process, in developing multiple alternatives that focus on improving water quality and fish habitat. The deliverables requested in this RFP will be used to develop choices for the property owners, stakeholders, and public to weigh while developing the lagoon master plan.

The scope of this design process is limited to the lagoon and the three primary outfalls. It is not the intent of this process to develop a watershed-wide plan. It is also not the intent of this process to develop final contract documents. Alternatives should be developed to a level sufficient to determine feasibility and approximate cost. Deliverables are discussed in more detail in Section G.

Alternatives may include but are not limited to:

- treatment structures at three primary subwatershed outfalls
- in-lagoon treatment at three primary subwatershed outfalls
- water level control and diversion structures
- dredging
- aeration
- carp management

C. LAGOON DETAILS

Warner Lagoon is a 28-acre, shallow, man-made lagoon that is hydraulically connected to Lake Mendota via a 72-inch concrete pipe. The lagoon is located in a large, regional park and is a significant asset to the community. The lagoon is regularly used for fishing, boating, bird watching, and passive enjoyment.

Warner Lagoon was created in the 1950s and 1960s by dredging an area known as Castle Marsh. The marsh, in turn, was created when the 1912 construction of Tenney Locks raised Lake Mendota water levels by approximately 5 feet. Prior to 1912, it is assumed that the area was wetland, farmland, or both. It currently has a watershed of approximately 1,024 acres and consists predominately of medium-density, residential development, with sections of retail complexes, parks, and other urban features (Figure 1).

Hydraulically, the lagoon functions as a large storm water pond, and as a result, the water quality has degraded steadily since its construction. The lagoon regularly experiences spring fish kills and summer

algae blooms. Historic records indicate little to no maintenance has occurred in the lagoon since construction.

D. SUBWATERSHEDS

The 1,024 acre watershed for the lagoon can be divided into eight subwatersheds. The Consultant shall focus on the outfalls from the three primary subwatersheds, and the lagoon itself (Figures 2 through 7; Attachments A through E). The RFP documents include maps of existing conditions near each outfall and a map of all storm water infrastructure within the Warner Lagoon Watershed. The City will provide WinSLAMM and HydroCAD files for each outfall at the time of contract award.

The Northwest Watershed (Figures 2 and 4) consists of 163 acres of medium-density residential development, including streets with curb and gutter and storm sewer infrastructure. The majority of the subwatershed was developed in the late 1940s and early 1950s. Northport Drive, a 4-lane arterial, bisects the watershed. The subwatershed ultimately discharges to Warner Lagoon via a 48-inch diameter, reinforced concrete pipe. The pipe outlets to a short channel, before entering the main lagoon area. This pipe discharges approximately 900 feet northwest of the lagoon outlet.

The North Watershed (Figures 2 and 5) is very similar to the Northwest Watershed. It consists of 152 acres of medium-density residential development. It also includes streets with curb and gutter, storm sewer infrastructure, and is bisected by Northport Drive. This subwatershed ultimately discharges to Warner Lagoon via a 48-inch diameter, reinforced concrete pipe. The pipe outlets to a 200 foot channel before entering the main lagoon area. In 2012, a gabion structure was installed in the channel to accumulate sediment. The structure is cleaned annually, or as needed.

The East Watershed (Figures 2 and 6) is the largest subwatershed for the lagoon, consisting of 512 acres of mixed urban development. The majority of the contributing area is medium-density residential, with pockets of low-density and commercial development. This area was developed in the late 1950s and early 1960s, and like the other subwatersheds, has streets with curb and gutter and storm sewer infrastructure. The East Watershed drains to the lagoon via an urban channel sometimes called Castle Creek. Until 2014, the channel consisted of a concrete cunette, which was largely removed and replaced with a vegetated stone channel. Approximately 950 linear feet of the cunette were left in place immediately upstream of the lagoon. This section runs through a heavily wooded area and strong public opposition to any tree loss prevented its removal.

E. ALTERNATIVES ANALYSIS

As stated in earlier sections, the Consultant shall develop a variety of alternatives for improving aquatic habitat and water quality within the lagoon. This analysis will include the conceptualization of several ideas, which may be developed into plans in the future. Plan development beyond this Scope of Work will be completed by City staff.

The Consultant shall provide staff with expertise in water resources engineering, hydrologic modeling, and aquatic biology. Resumes of staff assigned to this project shall be provided, as defined in the Questionnaire for Design Services.

Park features impacted by proposed alternatives shall be considered, but shall not limit design alternatives. Impacts to trees, assumed wetlands, park recreational features, etc. shall be noted in the technical memorandum to accompany each proposed alternative. Deliverables are defined in Section G.

Aquatic Habitat Improvement

1. Dredging: It is assumed that dredging will be proposed. Original construction documents do not indicate original dredge depths of the lagoon, but it is assumed that significant quantities of

sediments from storm water runoff have accumulated over the past 50 to 60 years. Existing water levels are insufficient to provide winter habitat for the fisheries within the lagoon and fish kills are relatively common. Proposed dredging shall provide or improve habitat for the beneficial species identified in the Marshall report and the Honors Biology Fish Survey report (Attachments F and J, respectively). The 30% plans requested as part of this RFP (see Section G) shall include dredging locations, horizontal and vertical dredging limits, and estimated removal volumes.

2. Additional Habitat: The Consultant is encouraged to identify additional opportunities for improving habitat for fish, as well as other aquatic and amphibian species, within the lagoon. This may include, but is not limited to: vegetation installations, constructed habitat, etc.
3. Carp Management: The Consultant shall consider alternatives for managing carp populations in the lagoon. A carp barrier was installed in 2012; the original plans are included (Attachment I). The barrier was damaged shortly after installation. Repairs or replacements shall be considered.

Water Quality Improvement

1. Develop New Stormwater Treatment Areas: The areas shown in Figures 3 through 6 are potential areas to develop for stormwater treatment alternatives for the three largest outfalls to the lagoon. The Consultant may elect to explore stormwater treatment alternatives in these locations. However, it has not yet been determined if the park stakeholders and users will look favorably on the development of these locations, particularly the wooded areas. Therefore, the Consultant shall not rely on these areas exclusively for stormwater treatment development.
2. In-Lagoon Stormwater Treatment Alternatives: The Consultant shall explore alternatives for treating stormwater within the lagoon itself. This may be accomplished by constructing treatment systems at the outfalls or other alternatives.
3. Water Routing and Level Control: The City and DNR are not opposed to routing the water through the lagoon in a specific manner via the construction of diversion structures, or controlling water levels via a control structure, if these measures can be used to improve water quality.
4. Aeration: The Consultant may consider aeration for water quality benefit and suggest either in-house designs or off-the-shelf products.

F. COOPERATION OF THE CONTRACTOR

The Consultant shall participate in 8 hours of brainstorming sessions with City staff and subject matter experts within the stakeholder group. The brainstorming sessions will be divided into a minimum of two, 4-hour sessions. The schedule will be determined by availability of Consultant and City staff. The brainstorming sessions will be scheduled by City staff and will occur at City facilities. It is expected that the Consultant will prepare for these brainstorming sessions by developing 5-10% designs for a variety of alternatives. Sketches are appropriate. Of these alternatives, those deemed plausible for public review will be further developed by the Consultant as described in Section G.

The Consultant shall be prepared to attend a minimum of 4 interim or follow-up meetings with City staff and the stakeholder group to discuss alternatives. These meetings will be approximately one to two hours in duration and will be scheduled by either City or Consultant staff at the City's request. The purpose of these meetings will be to explain the selected alternatives and the benefits to the lagoon provided by each.

The Consultant shall be prepared to spend sufficient time communicating, via phone or email, with the Project Engineer or other City staff as needed to develop and define alternatives or general scope.

G. PROJECT DELIVERABLES

The intent of this project is to assist the City in developing ideas. Therefore, the project deliverables are intended to transmit sufficient data to interpret each idea and develop it further should it be selected in the lagoon master planning process.

The Consultant shall understand that all documents and data transmitted to the City become the property of the City, along with all rights to use, copy, and distribute these documents and this data, now and in the future. The Consultant shall meet with City staff to discuss the project requirements and to determine the best method of transmitting data to the City.

All digital text data shall be submitted in Microsoft Office 2007 or Adobe Reader.

30% Plans

The Consultant shall provide 30% plans for all alternatives that are selected for public review. Plan sets shall include sufficient data for City staff to develop final contract documents, including but not limited to specific sizing and elevation information, or other unique data to the alternative. As an example, if dredging is an alternative, the Consultant shall include approximate locations, depths, and slopes. If in-lagoon treatment is proposed, the Consultant shall provide approximate size of the structure needed, material used to create the structure, weir or flow restrictions, etc.

All survey and digital design data is provided in Wisconsin Coordinate Reference Systems – Dane Zone, U.S. Survey Foot, NAD83 (2007) datum and NAVD88 (pre 2007 adjustment), feet, for vertical datum. Design data shall be presented in the same coordinate system and datum. Any CADD data presented with alternatives shall be compatible with the City's hardware and software, which is currently MicroStation V8i (Select Series 2) on a Windows XP operating system. The Consultant shall use City of Madison line styles or provide the City with level description key.

Technical Memorandum

The Consultant shall provide a technical memorandum containing a written description of each alternative, including:

- Specific benefits to be provided by each alternative
- Impacts of each alternative, such as loss of navigability, impact to trees, impacts to park usage, etc.
- Specific design standards used to develop the alternative
- An outline of any special provisions necessary to build the alternative, including non-standard material or construction specifications
- Approximate cost for construction (capital cost) and operations/maintenance

Modeling Data and/or Calculations

The Consultant shall provide, either within or as an attachment to their technical memo, all calculations used to refine and justify their proposed alternatives. This may include written calculations or modeling data. The Consultant shall coordinate with City staff what modeling files will be submitted and how those files will be transmitted.

H. ADDITIONAL RESOURCES

The files listed in this section can be downloaded from the City of Madison FTP site.

<ftp://ftp.cityofmadison.com/>

Login: cityftp

Password: 2upload!

The files are within a folder labeled Warner Lagoon RFP. Documents will be available through the bidding process.

- Attachment A: .dgn file of NW Watershed
- Attachment B: .dgn file of N Watershed
- Attachment C: .dgn file of E Watershed
- Attachment D: .dgn file of Warner Lagoon Bathymetry
- Attachment E: .dgn file of Storm Sewer Infrastructure within the Warner Lagoon Watershed
- Attachment F: *Water Resources Assessment of Warner Park Lagoon with Management Alternatives*; Report by D. Marshall, 2014
- Attachment G: *Warner Park Fireworks Environmental Impact Baseline Study*; Report by B. Bemis, 2013
- Attachment H: *Aquatic Plant Management Plan Jenni and Kyle Preserve Ponds, Tenney Park Lagoon, Vilas Park Lagoon, Warner Park Lagoon, Lower Rock River Basin and Verona Quarry Grant-Platte-Sugar-Pecatonica Basin*; Report by D. Marshall, 2007
- Attachment I: 2012 Carp Barrier Plans
- Attachment J: Honors Aquatic Biology Fish Surveys 1983 – 2012
- Attachment K: 2005 Depth and Dissolved Oxygen Study

All .dgn files are in Wisconsin County Coordinate System.

The City will provide WinSlamm and HydroCAD files for each of the three subwatersheds of interest. This information will be provided at the time of RFP award. Additional information, such as expanded .dgn files, may be available upon request.

I. PROJECT CONTACT

Transmit all information to the City's representative:

Sally Swenson

City of Madison – Engineering Division

210 Martin Luther King Jr Blvd, Room 115

Phone: 608.266.4862

Email: sswenson@cityofmadison.com

E. **PROJECT SCHEDULE**

Advertise RFP	July 7, 2017
Proposal Bids Due	August 11, 2017
City Staff to Review Proposals	August 14 – August 23, 2017
Winning Proposal Announced, Contract Presented	August 23, 2017
Signed Contract Due to City	August 31, 2017
First Coordination Meeting	October 20, 2017
Second Coordination Meeting	November 17, 2017
Draft Technical Memo Due	December 22, 2017
Final Technical Memo Due	February 1, 2018

F. **METHOD OF PAYMENT**

The Consultant shall submit a lump sum quote to complete the work as defined in the Questionnaire for Design Services, this Scope of Services, and in the Contract for Purchase of Services.

The engineer’s estimate for this proposal is approximately \$65,000.

Each month, the Consultant may submit for payment of those services defined in the “Scope of Services” section of this Agreement that have been satisfactorily completed. The Consultant shall provide a statement listing the names of individuals who worked on the services provided pursuant to this Agreement, the category of work, the number of hours worked and their hourly rates. The Consultant’s invoice shall be calculated in accordance with the submitted fee schedule (Schedule A), which shall be attached and made part of the Agreement. After review and acceptance by the Project Engineer, the City shall issue a payment for those invoiced services. All cost records by the Consultant including, but not limited to, payroll time sheets, payroll receipts, invoices and vouchers shall be available for inspection by a representative of the City upon request. Final payment shall be withheld (not less than 10 percent) until the delivered surveys have been completed and accepted by the City. Upon delivery, the Consultant may submit for payment of those services as defined in the project schedule above.

QUESTIONNAIRE FOR DESIGN SERVICES

WARNER LAGOON WATER QUALITY RFP

The Consultant may respond to the questions in any format they deem appropriate, as long as complete answers are provided for each of the questions within the Consultant's proposal.

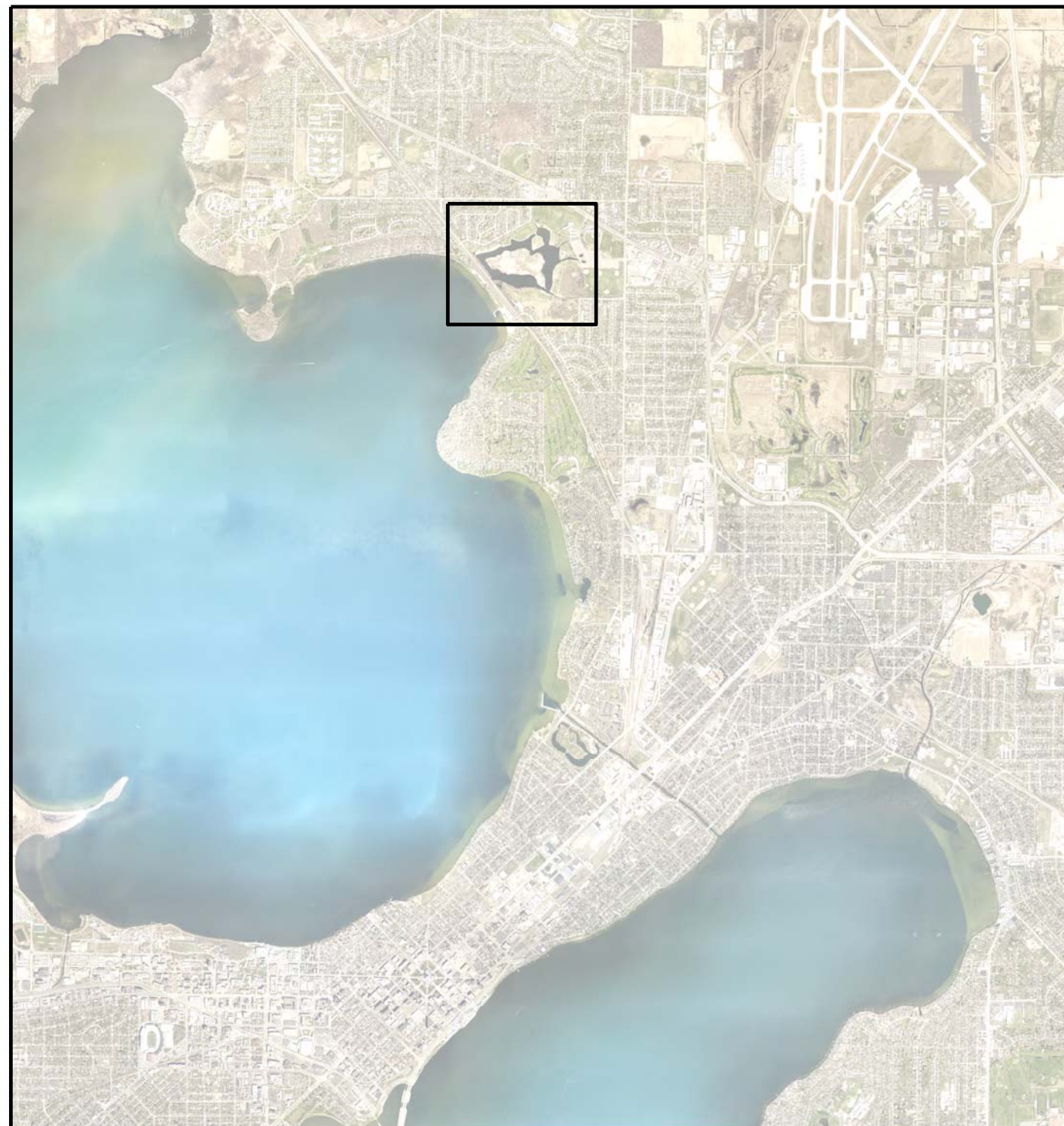
1. Briefly summarize the professional registrations, education, and general experience of professional staff personnel that would be assigned to the work. Indicate what role the various staff will have in the project. An organizational chart may be helpful. If yours is a branch office and work will be taking place out of more than one office, identify the office location for staff involved with the project. Identify any subconsultants, provide their qualifications, and identify what portion of the work is to be done by them. The Consultant is expected to provide staff with appropriate expertise for each of the necessary disciplines including: water resource engineers, aquatic biologists, fisheries specialists, etc.
2. Describe your general approach to the project, and include a description of the techniques that you intend to use to analyze alternatives for this project. Restate the desired tasks of the proposal in your own format, and include any recommended variations from the provided description of the project and scope of work. Identify unique design issues for this project and describe how you would deal with these issues.
3. List other similar projects that members of the project team have completed recently. Include a brief description, design year, project engineer, client contact person, and telephone number for each.
4. Project Schedule:
5. Indicate your intent and ability to execute the Contract of Purchase of Services (Design Professional).
6. Provide an estimated cost or range of estimated cost, along with a "not to exceed" cost. Hourly billing rates and any laboratory rates for all staff that may work on the project must be included as "Schedule A". Payment will be made based on actual time and materials, but not to exceed the budgeted price unless mutually agreed upon by the City and the Consultant.

PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

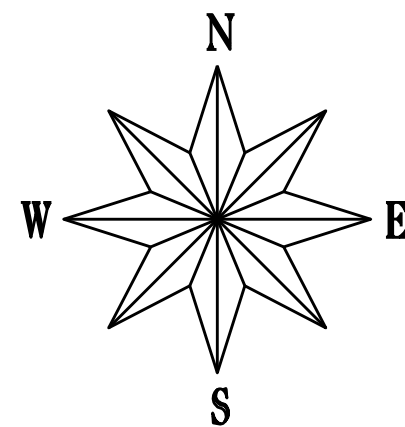


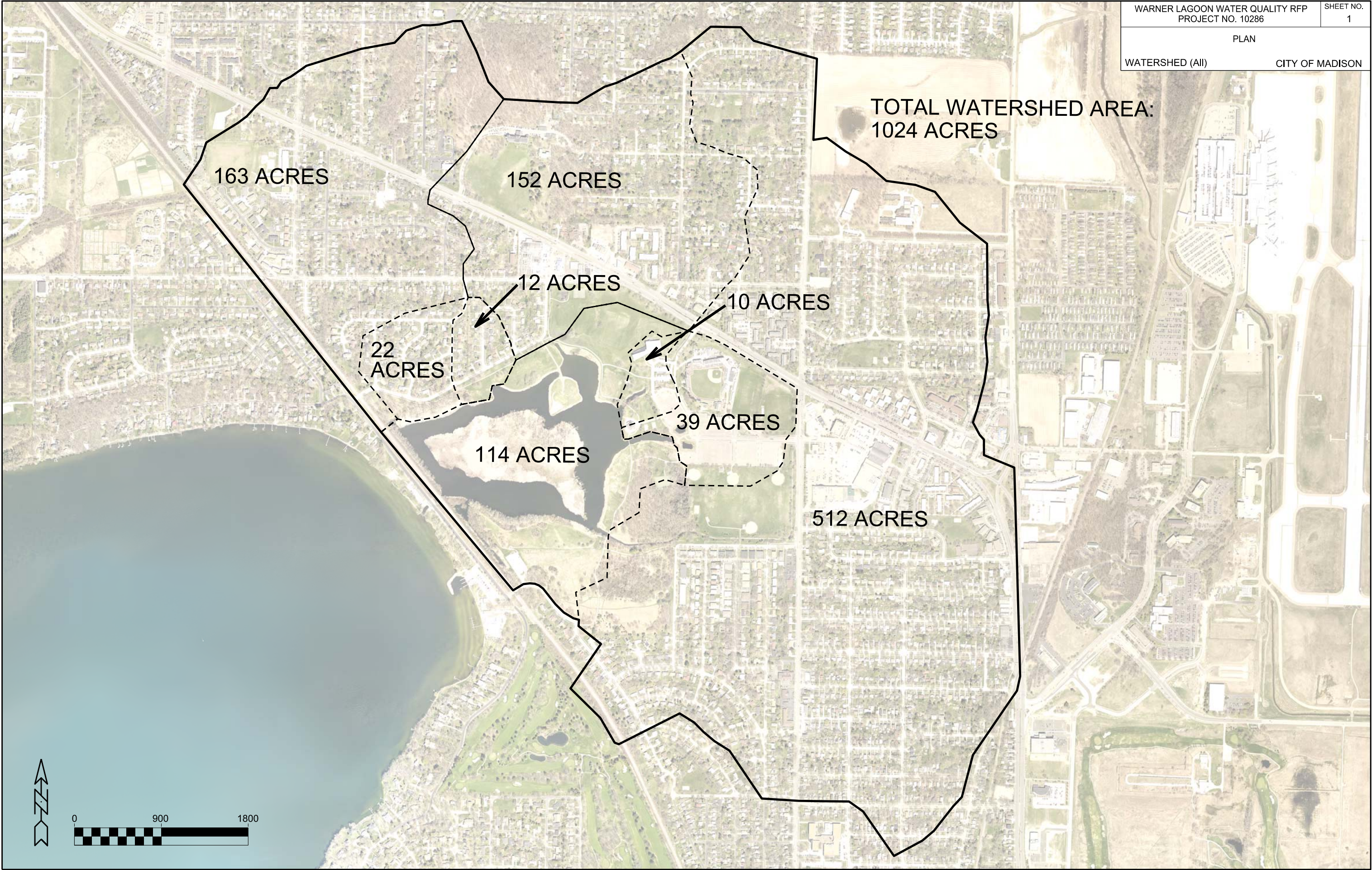
*CITY OF MADISON
ENGINEERING DIVISION
& PARKS DIVISON*

*WARNER LAGOON WATER
QUALITY RFP – FIGURES*

*PROJECT NO. 10286
CONTRACT NO. ?????*

<i>SHEET NO. 1</i>	<i>WATERSHED</i>
<i>SHEET NO. 2</i>	<i>WATERSHEDS OF CONCERN</i>
<i>SHEET NO. 3</i>	<i>SHEET LAYOUT</i>
<i>SHEET NO. 4</i>	<i>NW WATERSHED EXISTING CONDITIONS</i>
<i>SHEET NO. 5</i>	<i>N WATERSHED EXISTING CONDITIONS</i>
<i>SHEET NO. 6</i>	<i>E WATERSHED EXISTING CONDITIONS</i>
<i>SHEET NO. 7</i>	<i>LAGOON BATHYMETRY</i>





PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



WARNER LAGOON TOTAL
WATERSHED AREA: 1024 ACRES

NW WATERSHED
163 ACRES

N WATERSHED
152 ACRES

E WATERSHED
512 ACRES

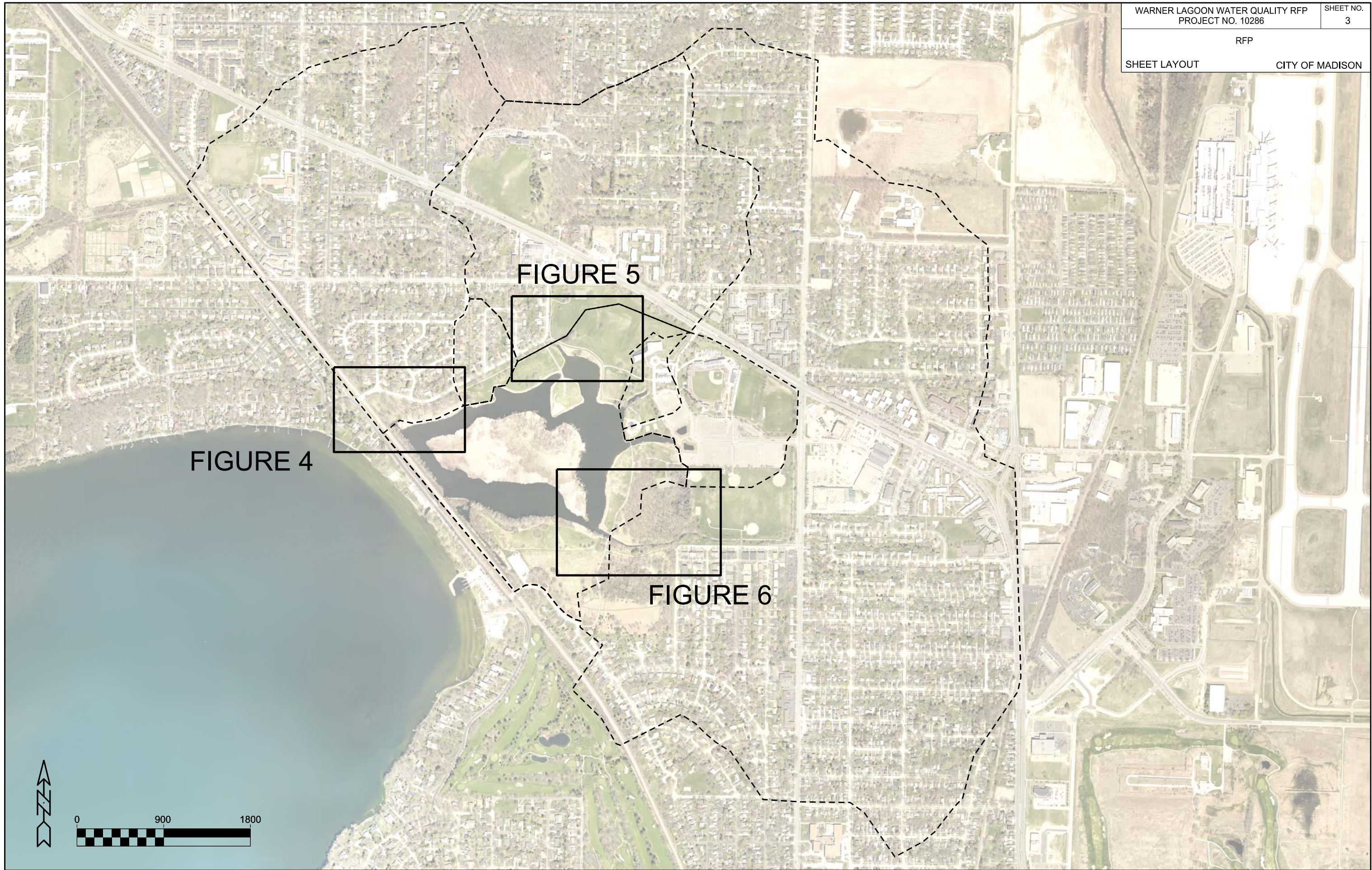


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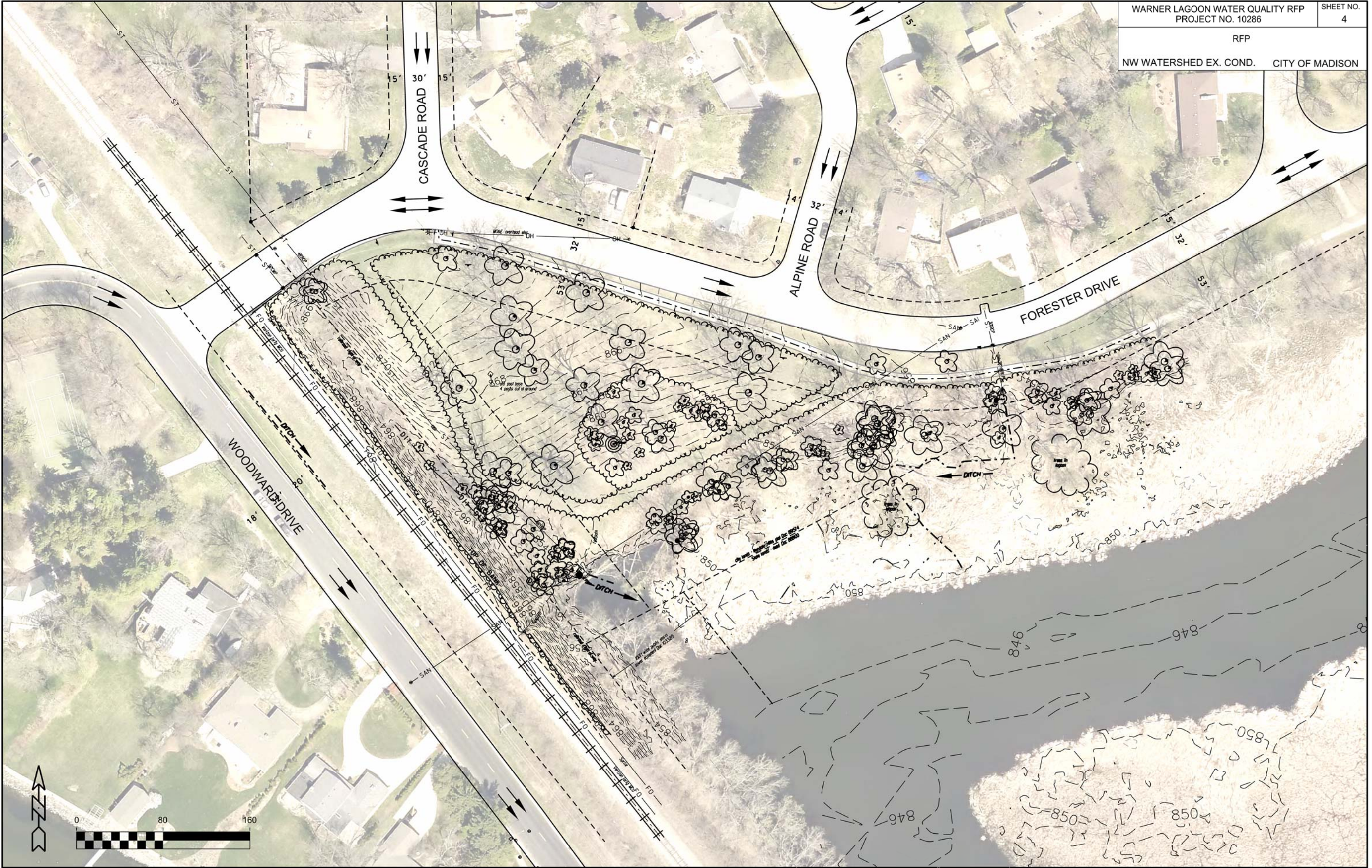


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PLOT SCALE: _____

