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DATE: JANUARY 3, 2019  
TO: CONSULTANTS SUBMITTING PROPOSALS FOR  
ENGINEERING SERVICES  
FROM: ROBERT F. PHILLIPS, CITY ENGINEER  
SUBJECT: REQUEST FOR PROPOSALS FOR LANDFILL GROUNDWATER COLLECTION

The City of Madison Engineering Division is requesting consultant proposals for Landfill Groundwater Collection. 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 scope of work outlined in the RFP.

Please refer to the RFP for pertinent information and dates. The following items are included with the RFP and considered part of it: a Sample Contract, the City's Standard Terms and Conditions, the Scope of Work, the Proposal Page, and various supporting documents. The RFP may be obtained at any of the following online locations:

- State of Wisconsin, VendorNet System – [www.vendornet.state.wi.us](http://www.vendornet.state.wi.us)
- City of Madison Public Works – [www.cityofmadison.com/business/pw/requestforproposals.cfm](http://www.cityofmadison.com/business/pw/requestforproposals.cfm)
- Demandstar by Onvia:- [www.demandstar.com](http://www.demandstar.com)

Interested Consultants shall submit 3 copies of their Proposal to the Office of the City Engineer by 2:00 PM on **Thursday, January 24, 2019**. Submit proposals to:

City of Madison, Engineering Division  
Attn: Brynn Bemis and Jack Brody  
210 Martin Luther King Jr Blvd., Room 115  
Madison, WI 53703

Proposals may be submitted electronically to Brynn Bemis at [bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com) and to Jack Brody at [jbrody2@cityofmadison.com](mailto:jbrody2@cityofmadison.com).

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 managers: Brynn Bemis at 608.267.1986 or Jack Brody at 608.267.9408.

Sincerely,

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

CC:

# **CITY OF MADISON**

## **REQUEST FOR PROPOSALS**



RFP #: 8383

Title: Landfill Groundwater Collection

City Agency: Engineering

Due Date: Thursday, January 24, 2:00 PM CST

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Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form D: Cost Proposal

Form E: Proposer References

Appendix A: Standard Terms & Conditions

Appendix B: Contract for Purchase of Services

Appendix C: Monitoring Well Details

Appendix D: 2017 Landfill Groundwater Level Maps

Appendix E: Marschalk Bladder Pump Operation Manual

## 1.0 BID INSTRUCTION

### 1.1 Scope of Services Summary

The City of Madison Engineering Division is requesting proposals for groundwater sample collection from qualified and experienced vendors. This includes the collection of groundwater, private well water, and public supply well water from five closed landfills, as regulated by the Wisconsin Department of Natural Resources (WDNR). Firms submitting proposals must demonstrate extensive experience in groundwater monitoring. In addition to specific WDNR requirements, all work shall comply with all applicable governmental regulations, project specific quality standards and accepted good practice for the type of work being performed.

### 1.2 Important Dates

Issue Date: Thursday, January 3, 2019  
Questions Due Date: Wednesday, January 16, 2019  
Answers Posted Date: Thursday, January 17, 2019  
Due Date: **Thursday, January 24, 2019**

### 1.3 Format

Submit Technical and Cost Proposals (Form D) on 8.5 by 11-inch paper, otherwise identical to the electronic version. Submit the electronic proposal in a PDF format stored on a common media (CD, DVD, flash drive, or emailed), identical in content and sequence to hardcopy proposals submitted.

Cost Proposal: Three (3) Copies (Form D)  
Technical Proposal: Three (3) Copies  
Electronic Proposal: One complete copy (Cost and Technical)

**Complete and return Forms A through E to City Engineering no later than Thursday, January 24, 2019, 2:00 PM CST.**

### 1.4 Delivery of Proposal

Delivery of hard copies to: City of Madison Engineering  
Attn: Brynn Bemis  
210 Martin Luther King Jr. Blvd., Room 115  
Madison, WI 53703  
Delivery of electronic copies: Include in hard copy or email [bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

### 1.5 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

### 1.6 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By

submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

### 1.7 City of Madison Contact Information

Direct proposal/technical questions to: Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King Jr. Blvd., Rm 115  
Madison, WI 53703  
(t) 608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

Direct questions regarding AA Plans to: Contract Compliance  
Department of Civil Rights  
210 Martin Luther King, Jr. Blvd. Madison, WI 53703  
(t) 608.266.4910  
[dcr@cityofmadison.com](mailto:dcr@cityofmadison.com)

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine' for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

### 1.8 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the contacts listed in Section 1.7.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.9 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

### 1.9 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.10 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

### 1.10 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of WI VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP. [www.demandstar.com](http://www.demandstar.com)

City Engineering RFPs: <https://www.cityofmadison.com/business/pw/requestForProposals.cfm>

### **1.11 Local Vendor Preference**

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: [www.cityofmadison.com/business/localPurchasing](http://www.cityofmadison.com/business/localPurchasing).

### **1.12 Oral Presentations/Site Visits/Meetings**

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

### **1.13 Acceptance/Rejection of Proposals**

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s). The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

### **1.14 Withdrawal or Revision of Proposals**

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

### **1.15 Non-Material and Material Variances**

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

### **1.16 Public Records**

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all Proposals will be available for review in accordance with such laws.

### **1.17 Usage Reports**

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

### **1.18 Partial Award**

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

### **1.19 Tax Exempt**

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

### **1.20 Cooperative Purchasing**

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasipublic corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis;

they are made solely between the bidders and third party unit of government.

### **1.21 Proposers Responsibility**

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.



## 2.0 SCOPE OF SERVICES

### 2.1 Project Overview

The City of Madison Engineering Division is requesting proposals from qualified and experienced firms to perform groundwater sample collection at the City's five closed landfills. The project is the collection of groundwater, private well water, and public supply well water from five closed landfills, as regulated by the Wisconsin Department of Natural Resources. Sampling at all five sites is conducted semiannually in the spring and fall. The project duration will be for one sampling event (spring 2019), with the possible extension of up to five additional sampling events (fall 2019, spring/fall 2020, spring/fall 2021). Firms must demonstrate extensive experience and expertise in groundwater monitoring.

Environmental monitoring of the five closed landfills is currently performed by the City of Madison Engineering Division and Public Health Madison and Dane County (PHMDC). The City is seeking a Vendor to assist with groundwater collection only, taking over PHMDC's work. Sample analysis will be performed by Pace Analytical Laboratories of Green Bay, WI under the City's existing contract. The Engineering Division will continue to conduct all gas and leachate monitoring as well as analysis and reporting of groundwater results to the WDNR.

### 2.2 Semi-Annual Groundwater Sample Collection

The scope of services includes the semi-annual collection of landfill groundwater samples from 108 monitoring wells, 2 private wells, 2 public supply wells, and Wingra Creek (for elevation only). All monitoring wells are equipped with dedicated, stainless steel, Marschalk bladder pumps with Viton bladders designed for low-flow purging and sampling (**Appendix E**). Sampling shall be conducted consistent with the following reference documents:

- Robert W. Puls and Michael J. Barcelona, *Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures*, April 1996 (EPA/540/S-95/504).
- U.S. Environmental Protection Agency, 2017, *Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring Wells*; EPA Region 1, EQASOP-GW4.
- Wisconsin Department of Natural Resources, 1996, *Groundwater Sampling Field Manual*, PUBL-DG-038 96.

#### *Purging and Field Parameters Collection*

The Vendor shall supply all equipment required for low-flow purging (compressor, air tank, pump controller, air hoses, etc.). The water level in the well shall be measured before purging and recorded. While historical pump rates will be provided, the Vendor shall recalculate and field calibrate individual well purge rates to maximize flow and minimize draw down. The total purge volume and purge rates shall be recorded. The flow rate used to achieve a stable pumping level should remain constant while monitoring the indicator parameters for stabilization and while collecting samples. To allow for sufficient volume to fill 40-mL vials, flow rates should not be less than 50 mL/min.

Water quality indicators to be monitored and documented during purging include: pH, specific conductance, temperature, dissolved oxygen (DO), and turbidity. Achievement of turbidity levels of less than 5 NTU and stable drawdowns of less than 0.3 feet, while desirable, are not mandatory. All measurements, except turbidity, must be obtained using a flow-through-cell. Per the above reference documents, purging is considered complete and sampling may begin when indicator field parameters

have stabilized. Stabilization is achieved when three consecutive readings are within the following limits.

- Turbidity – 10% for values greater than 5 NTU; if three values are less than 5 NTU, consider the values as stabilized
- Dissolved oxygen – 10% for values greater than 0.5 mg/l; if three DO values are less than 0.5 mg/l, consider values as stabilized
- Specific conductance – 3%
- Temperature – 3%
- pH –  $\pm 0.1$  pH units
- Temperature – 3%

### *Bottles and Sampling Collection*

The Vendor shall coordinate all sampling and shipping logistics directly with Pace Analytical. Sampling bottles, coolers, documentation and materials for collection and handling of samples shall be provided from Pace Analytical directly to the Vendor. The Vendor shall coordinate with the laboratory to ensure that scheduling of sample pick up and analysis meets project specific and laboratory requirements and regulatory deadlines.

Sampling collection includes collecting vials for volatile organic compound (VOC) analysis from all monitoring wells during the spring monitoring event. Wells with spring VOC detections greater than the NR 140 preventive action limit (PAL) shall be resampled for VOCs during the fall monitoring event. For the collection of dissolved metals, a disposable, 0.45  $\mu\text{m}$ , in-line filter shall be provided by the Vendor and installed on the discharge tubing. Pre-rinse the filter prior to sample collection. The Vendor shall collect one field duplicate sample for every 10 or fewer wells sampled per landfill. Collect duplicates immediately following the sample and in the same manner.

In addition to monitoring wells, the Vendor shall sample two private wells and two public supply wells. The Vendor shall coordinate with the private well owners via telephone or email prior to sampling to ensure the outside faucets are turned on. Wells shall be purged for a minimum of three to five minutes. These samples are considered drinking water samples and are therefore not filtered—results are reported as ‘totals’ not ‘dissolved’. In addition, samples shall be collected from two City of Madison public supply wells (Unit Wells #16 and #18).

If there is a need for the Vendor to re-sample due to an error that is the fault of the Vendor (e.g. sample is damaged, well was not adequately purged), the re-sampling will be done at no extra charge to the City.

### *Post-Sampling Activities*

After sample collection, the water level shall be re-measured and recorded to confirm draw down. The vendor shall complete the laboratory Chain of Custody (COC) form and follow the sample receiving and COC standard operating procedures. Samples shall remain under the Vendor's custody until relinquished under COC protocol to either Pace Analytical or the laboratories courier/shipping service. Samples shall be stored on ice at 4 °C or colder until they are received by the laboratory. The water level indicator and any other equipment transferred between wells shall be decontaminated prior to reuse.

During the spring sampling event each year, the Vendor shall complete a well inspection using the WDNR's Groundwater Monitoring Well Inspection Checklist as a guide (PUB-WA 1796, 2015). All field data, stabilization data, and inspection sheets shall be provided to the City via email after each sampling event.

Monitoring well maintenance and pump repair will not form part of the unit pricing of this RFP. Typical repair activities include pulling bladder pumps, replacing Viton bladders, unsticking check balls, replacing

cracked tubing, etc. Repair work will be on a time and materials basis. Unit pricing for personnel performing such work will be included in the bid package. Annual well inspections and minor repairs to wells (well cap replacement, siphoning standing water, etc.) will be considered incidental and included in the unit pricing. All repairs will be tracked on a maintenance documentation form.

### 2.3 Reporting

The Vendor shall submit field parameter data (e.g. groundwater elevation, color, odor, turbidity, pH, temperature, and conductivity) to Pace Analytical for inclusion in the final data report. Analytical data shall be reported electronically from Pace Analytical directly to the City as an electronic data deliverable (EDD) in the WDNR GEMS landfill database format. All reporting will occur via email. Pace Analytical invoices will be submitted directly to the City for payment. All analysis and reporting of groundwater results to the WDNR will continue to be performed by City Engineering. All field data, stabilization data, maintenance forms, and inspection sheets shall be provided to the City via email after each sampling event.

### 2.4 Contract Award and Termination

The original contract period shall be for one sampling event (March – May, 2019). The City of Madison shall have the right, at its sole option, to renew the contract for five (5) additional sampling events: fall 2019, spring/fall 2020, spring/fall 2021. In the event the City exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. The City reserves the right to terminate the contract at any time, without penalty or recourse, but giving written notice to the Vendor at least thirty (30) calendar days prior to the effective date of such termination. The Vendor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the City of Madison pursuant to the contract prior to the effective date of termination.

The City of Madison does not guarantee a minimum or maximum amount of services that may be required on an annual basis. However, the quantities stated on the Proposal Page are based on approved sampling plans and are not anticipated to change significantly. Landfills must be sampled on the following schedule: Mineral Point Landfill (March and September), Demetral and Greentree Hills Landfills (April and October), Olin and Sycamore Landfills (May and November).

### 2.5 Site Background

The City of Madison conducts environmental monitoring at five closed landfills. The below site histories are excerpts from the City's annual monitoring reports to WDNR. For additional site specific information, please refer to the following attachments:

- Monitoring Well Details (**Appendix C**)
- 2017 Landfill Water Level Maps (**Appendix D**)

#### *Demetral Landfill (License #3282) – 6<sup>th</sup> Street and Packers Avenue (April and October)*

The Demetral Landfill was operated by the City of Madison as a sanitary landfill from 1953 to 1967. The 49-acre site is bordered on the south by Third Street, on the west by Packers and Pennsylvania Avenues, on the north by Commercial Avenue, and on the east by residences along E. Johnson Street and Hoard Street. The area north of Sixth Street is referred to as the North Field (27 acres) and is a City park. The area south of Sixth Street is referred to as the South Field (22 acres) and is managed by the Madison Metropolitan School District.

The site received approximately 467,000 cubic yards (CY) of waste, accepting municipal solid waste, boiler ash from City of Madison sources, and wet municipal solid waste from the Truax military base. Waste was initially burned prior to disposal, but the City discontinued this practice in 1954. Average waste depth across the site ranges from 5 to 15 feet thick for the North Field and 5 to 10 feet thick for the South Field.

The City remediated the South Field from 1996 to 1997 and the North Field from 1998 to 1999. Remediation of the South Field included construction of a perimeter passive gas extraction system, a perimeter active gas extraction system, the blower building, storm sewer infrastructure, a landscape berm, the running track, and the final cover. Remediation of the North Field included construction of a perimeter passive gas extraction, a perimeter active gas extraction system, a leachate/ groundwater collection system, stormwater infrastructure, a waste reconsolidation berm, park features, and the final cover. The landfill was never lined and was originally covered with between 0 to 11 feet of soil ranging from sand to clay.

The Demetral Landfill is unlined. The water table at the site is located between 849 to 846 feet above mean sea level (AMSL) and intersects the site's waste in both the North and South Fields.

#### *Greentree Hills Landfill (License #1714) - 6802 Hammersley Road (April and October)*

The Greentree Landfill was operated by the City of Madison as a sanitary landfill from 1973 to 1980. The 14.9-acre site is bordered on the west, east and southeast by residential development within 500 feet of the landfill, Elver Park to the southwest, and a City-owned stormwater retention pond to the north. The site was originally a sand and gravel quarry. The 11.3-acre landfill received approximately 1,000,000 CY (289,985 tons) of municipal waste. The waste was primarily milled municipal solid waste with small amounts of organic debris (e.g. wood chips, leaves, brush).

At the time of closure in 1980, the Greentree Landfill was capped with soil of varying composition and thickness and had a preliminary gas extraction system along its east side. In November 1983, migrating landfill gas caused an explosion at 6771 Hammersley Road. In 1984 the City responded by expanding the gas monitoring network and installing a full-perimeter landfill gas control system with a flare. A leachate extraction system was installed in 1992 consisting of both head and extraction wells. In 1994 the site underwent major remediation, which included installation of an interior gas extraction system, upgrades to the leachate system site regrading, and capping with an NR500-approved final cover. The site was then replanted with prairie grasses and forbs to be used as parkland.

Prior to accepting waste, the site was lined with 18 inches of fine-grained material as a retarder liner. Average waste depth ranges from 35 to 40 feet thick. The bottom of waste averages between 978 to 985 feet AMSL. The water table at the site is located at approximately the same depth, indicating that groundwater likely intersects the site's waste.

#### *Mineral Point Landfill (License #3407) - 126 S. Yellowstone Drive (March and September)*

The Mineral Point Landfill was operated by the City of Madison as a municipal landfill from 1967 to 1971. The 14-acre site is bordered on the south, east, and north by private residential development and Madison Metropolitan School District Memorial High School athletic fields to the west. The site was originally a sand and gravel quarry and received approximately 400,000 CY of municipal and commercial wastes. Average waste depth ranges from 20 to 35 feet deep. Due to an inadequate review of the site's

legal description, at the time of closure, waste was placed as much as 40 feet onto private property.

The Mineral Point Landfill is a “non-approved facility” as defined by section 144.44(1)(c), Wisconsin Statutes. The landfill was reportedly constructed with a 6 to 12-inch thick earthen liner and a cap of silty clay material and topsoil. Since it was closed in 1971, it has been used as a public park. In response to public to nearby residential complaints, in 1975 a gas extraction system was installed along the site’s south and eastern border. The extraction system header was expanded around the entire landfill in 1985, with additional wells added between 1983 and 1987. Leachate extraction within the landfill commenced in 1991. In 1994 the site underwent major remediation construction to address gas and groundwater concerns. The existing interior gas extraction system was upgraded, a perimeter gas control system was installed, and the site was regraded and capped with a geocomposite membrane. The site was then landscaped and planted with grasses to be used as parkland.

The bottom of waste averages between 995 to 1015 feet AMSL. The water table at the site is located between 945 to 910 feet AMSL and does not intersect the site’s waste.

*Olin Landfill (License #305) – 121 E. Olin Avenue (May and November)*

The Olin Landfill was operated by the City of Madison as a municipal landfill from 1945 through 1977. Prior to 1945, the site was a marsh and functioned as a private dump and salvage yard starting in the 1920’s. The 66.5-acre Olin Landfill is bordered on the south by a residential development, on the west by Wingra Creek, on the north by the Transfer Station and the Madison Water Utility, and on the east by the Dane County Alliant Energy Center fairgrounds. The boundary between City and County property is Expo Drive, and waste remains on both sides, outside the actively managed landfill.

The Olin Landfill received approximately 850,000 CY of municipal and commercial waste, large bulky items, coal ash, demolition debris, and trees and brush. From 1945 to 1960, the City operated the site as an open burn landfill, switching to sanitary landfilling in 1961, and finally to waste milling in 1966. The shredder system was retrofitted in 1977 to refuse-derived fuel (RDF) production, but ceased operation in the 1980s. Dredged spoils, lake bed sand, and marl from Lake Monona were placed in the 1970s and in 1999 at the south end of the site, outside the current cap. Average waste depth beneath the capped portion of the site ranges from 10 to 20 feet thick. Outside of the capped area, on City-owned land, waste ranges from 1 to 10 feet thick. On uncapped County-owned land, waste ranges from 1 to 6 feet thick.

In 1970 and 1971, the City installed a leachate collection system along Wingra Creek. Starting in 1983, the City began installing gas probes around the site. In 2002 to 2005 the site was remediated and the following was constructed: an active gas extraction system, a leachate extraction system, a new lift station, and a NR500-approved final cover. The Olin Landfill has no liner and the base of the waste follows the original ground surface elevations, ranging from 837 to 849 feet MSL. Groundwater at the site is shallow, and the water table is encountered at depths ranging from 4 to 13 feet below the site’s surface and intersects the site’s waste.

*Sycamore Landfill (#1935) – 4500 Sycamore Avenue (May and November)*

The Sycamore Landfill was operated as a municipal landfill from 1972 to 1977. The landfill is bordered on the east and south by a City park and with residential development within 500 feet of the landfill on the south side. Sycamore Avenue borders on the north side and a metal recycling facility borders to the west. The site received 1,100,000 CY of non-hazardous municipal waste. It is assumed that small quantities of household and retail hazardous waste, typical of all municipal waste streams, were deposited in this site. Major commercial users were Midwest Steel, Oscar Mayer Companies, the University of Wisconsin-Madison, and the Madison Metropolitan School District. The site was remediated

in 1998, which included repairs and expansions to the existing gas and leachate extraction systems. In addition, a NR500-approved final cover was installed.

The landfill base is 15 feet below existing grade and is lined with 18 inches of compacted clay, not built to NR500 standards. The landfill was constructed to an average height of 35 feet above grade so that the average total waste depth is approximately 50 feet. The bottom of waste occurs between 892 and 904 feet AMSL. The water table is found at least 20 feet below waste at around 850 to 870 feet AMSL.

### 3.0 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

Proposers must submit only the required information in the format and order as outlined below. Please do not submit a copy of this RFP.

#### 3.1 Required RFP Forms

- Signature Affidavit - **RFP Form A**
- Receipt Forms and Submittal Checklist - **RFP Form B**
- Proposer Profile Information - **RFP Form C**
- Cost Proposal – **RFP Form D**
- Proposer References – **RFP Form E**

#### 3.2 Experience, References, and Project Capability (40% of Total Score)

- *Firm Background* – Describe briefly your firm’s background and history. Include the size and location of the office that will be used for this contract. Provide a statement of the length of time you have been in business supplying the services referenced herein.
- *Project Team* – Identify key staff (name and titles) who would be directly responsible for the contract, including the project manager and field staff. Include brief resumes of key personnel, describing relevant experience with landfill groundwater collection.
- *Experience* - Describe your firm’s experience conducting all aspects of landfill groundwater monitoring in Wisconsin. Specifically describe experience with the following: monitoring well installation, well repair/rehabilitation, State and WDNR well/monitoring regulations, low-flow groundwater sampling, use/repair of dedicated bladder pumps, quality assurance and control, data analysis, and WDNR reporting.
- *References* - List five major clients—preferably from Wisconsin—from the last three years that are comparable in scope and magnitude to this project. Provide a brief description of each project.
- *Propose Work Plan* – Submit a work plan that outlines the proposed steps for completing the scope of work. Include information regarding sampling coordination with Pace, reporting deadlines, sampling logistics, equipment supplied, and ability to troubleshoot common technical issues in the field (e.g. site access, air leaks, frozen tubing, pump cleaning). Provide copies of relevant standard operating procedures (SOPs).
- *Insurance* – Provide proof of insurance as outlined in section the City’s Standard Terms and Conditions (**Appendix A**).

#### 3.3 Cost Proposal (55% of Total Score)

Vendors may use the attached spreadsheet or provide their own cost summary. Cost proposals must include the following information:

- All costs incidental to the groundwater sampling, including, but not limited to: pre-sampling coordination, sampling equipment, labor, duplicate sample collection, annual well inspections, and reporting. Vendor will not be allowed to charge for costs not listed on this Bid Sheet.
- Unit price shall prevail and are guaranteed for 3 years (2019 through 2021).
- Describe under what circumstances that City would be charged for additional work.

- Include the respective percentage of sub-contractors' involvement, if any, in each phase of work.

Please note: As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the ranking and award of a contract.

### 3.4 Evaluation and Award Process

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluators shall use both objective and subjective analysis to award the contract to the best and lowest proposal. An interview may be conducted with the Vendor.

Experience, References, & Project Capability	40%
Cost Proposal	55%
Local Preference	5%
	<hr/>
	100%





## Form A: Signature Affidavit

**RFP #: 8383 - Landfill Groundwater Collection**

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

---

COMPANY NAME

---

SIGNATURE

---

DATE

---

PRINT NAME OF PERSON SIGNING



## Form B: Receipt of Forms and Submittal Checklist

**RFP #: 8383 - Landfill Groundwater Collection**

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Fee Proposal		
Form E: Exceptions (if applicable)		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		
Addendum #		
Addendum #		

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VENDOR NAME

---

COMPANY NAME



# Form C: Vendor Profile

## RFP #: 8383 - Landfill Groundwater Collection

*This form must be returned with your response.*

### COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

### AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

### ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

### LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: \_\_\_\_\_ [www.cityofmadison.com/business/localPurchasing](http://www.cityofmadison.com/business/localPurchasing)
- No**, we are not a local vendor or have not registered.

**Form D - Cost Proposal**  
**RFP#: 8383 - Landfill Groundwater Collection**

<b>Demetral Landfill (#3282)</b>	<b>Est. Quantity per Sampling Event</b>	<b>Unit Price</b>	<b>Total Price</b>
Groundwater elevation	23		
Low-Flow water sample collection	22		
<b>Site Total</b>			

<b>Greentree Hills Landfill (#1714)</b>	<b>Est. Quantity per Sampling Event</b>	<b>Unit Price</b>	<b>Total Price</b>
Groundwater elevation	21		
Low-Flow monitoring well sample collection	18		
Private/municipal well sample collection	2		
<b>Site Total</b>			

<b>Mineral Point Landfill (#3407)</b>	<b>Est. Quantity per Sampling Event</b>	<b>Unit Price</b>	<b>Total Price</b>
Groundwater elevation	16		
Low-Flow water sample collection	16		
Private/municipal well sample collection	1		
<b>Site Total</b>			

<b>Olin Landfill (#305)</b>	<b>Est. Quantity per Sampling Event</b>	<b>Unit Price</b>	<b>Total Price</b>
Groundwater elevation (includes Wingra Creek)	26		
Low-Flow water sample collection	25		
Private/municipal well sample collection	1		
<b>Site Total</b>			

<b>Sycamore Landfill (#1935)</b>	<b>Est. Quantity per Sampling Event</b>	<b>Unit Price</b>	<b>Total Price</b>
Groundwater elevation	23		
Low-Flow water sample collection	22		
<b>Site Total</b>			

1. Duplicate samples for quality control shall be collected at a rate of 1 per 10 samples. Include sampling costs for duplicate sample collection with the per well unit costs.

2. Please provide your time and material rates for well maintenance and pump repair on a separate sheet attached to this cost proposal.



# Form E: References

## RFP #: 8383 - Landfill Groundwater Collection

*This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



# Form F: References

## RFP #: 8383 - Landfill Groundwater Collection

REFERENCE #4 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #5 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #6 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



# Form F: References

## RFP #: 8383 - Landfill Groundwater Collection

REFERENCE #7 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #8 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #9 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



## CITY OF MADISON

# Appendix A

(STC-Form: 05/01/2018)

1. **General.** Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.  
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. **Entire Agreement, Order of Precedence.** These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.  
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.  
**Order of Precedence:** If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.  
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).  
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
4. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. **Pricing and Discount.**
  - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
  - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. **Award.**
  - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
  - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.  
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into



# Appendix A

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

## 11. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

## II. **CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.**

## 12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

## 13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

## 14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

## 15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

## 16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

## 17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

## 18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

## 19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

# Appendix A

20. Affirmative Action.

**A. The following language applies to all successful bidders 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. 20.A.) at the time the Request for Exemption in 20.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 20.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. 20.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. 20.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.

# Appendix A

## 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.)

21. **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.

# Appendix A

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. 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 acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
24. Insurance.  
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, 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.
  - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
  - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:  
City of Madison  
ATTN: Risk Management, Room 406  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
  - Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
  - Work not conforming to these warranties shall be considered defective.
  - This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed

# Appendix A

by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Madison General Ordinances, Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See MGO 4.25(2) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- a. Withholding of payments under an existing contract.
  - b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
  - c. Termination, suspension or cancellation of a contract in whole or in part.
  - d. Nonrenewal when a contract calls for optional renewals.
  - e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
    - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
    - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
  - f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: [www.cityofmadison.com/business/localPurchasing](http://www.cityofmadison.com/business/localPurchasing).
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). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
  - b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: [www.cityofmadison.com/attorney/documents/posNetworkConnection.doc](http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc) is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

a. Definitions. For purposes of this requirement, "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 any contract awarded under this RFP, the successful 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 a 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 background check in question. If so, the contractor is exempt from this section for the position(s) in question.



# Appendix B

## INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

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

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

**All contractors:**

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

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

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

**Insurance Instructions:**

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

Proof of all insurance required in the contract must be shown. Use City's certificate at this link: [www.cityofmadison.com/finance/documents/CertInsurance.pdf](http://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](mailto:eveum@cityofmadison.com) and cc: your City contact person on the email. Call Eric Veum at (608) 266-5965 with insurance questions.

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

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## City of Madison CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and \_\_\_\_\_ 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, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and 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, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and 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

# Appendix B

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**

# Appendix B

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.

# Appendix B

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.

# Appendix B

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 Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

# Appendix B

## 27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

### Commercial General Liability

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

### Automobile Liability

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

### Worker's Compensation

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

### Professional Liability

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

**Acceptability of Insurers.** The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

**Proof of Insurance, Approval.** The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

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

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

## 28. **OWNERSHIP OF CONTRACT PRODUCT.**

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.

# Appendix B

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- A. **DEFINITIONS.**  
For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.  
"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.  
"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:
- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
  - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
  - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
  - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
  - (5) Comply with all other provisions of Sec. 39.08, MGO.
- C. **EXEMPTIONS:** This section does not apply when:
- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
  - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.
- To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **WEAPONS PROHIBITION.**  
Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
31. **IT NETWORK CONNECTION POLICY.**  
If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.
32. **AUTHORITY.**  
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
33. **COUNTERPARTS, ELECTRONIC 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.

# Appendix B

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: \_\_\_\_\_  
Mary Richards  
Procurement Supervisor

\_\_\_\_\_ 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.



# Appendix C

## Demetral Landfill

6th Street and Packers Ave, Madison, WI 53704

DNR License #3282 (FID #113189560)

Name	DNR ID	Well Depth (ft)	Depth to Water (ft, Spring 2018)	Screen Length (ft)	Casing Diameter (in)	Pump Size	Tubing Standoff (ft)	Drop Tube (ft)	Top of Well Casing (ft)	
1A	104	32.60	7.37	20	2.0	0.5	10.5	--	855.29	
1B	105	106.97	7.26	20	2.0	STD	10.5	40	854.92	
1C	106	241.47	17.67	10	2.0	STD	5.0	130	855.19	
1D	107	22.39	7.44	15	2.0	0.5	6.5	--	855.13	
2A	108	22.46	10.63	15	2.0	0.5	6.5	--	855.14	
2B	158	72.20	7.78	5	2.0	0.5	2.5	20	854.36	
2C	178	227.19	7.25	5	2.3	0.5	2.5	100	854.72	
3A	109	22.80	7.66	15	2.0	STD	2.5		853.83	
3B	159	151.55	10.58	5	2.3	0.5	2.5	100	853.88	
4A	101	50.24	7.34	20	2.0	0.5	2.5	--	853.37	
4B	102	182.97	7.18	10	2.0	STD	2.5	110	853.53	
4C	110	22.76	6.73	15	2.0	0.5	2.5	--	852.37	
5A	111	25.50	8.21	15	2.0	STD	2.5	--	854.12	
6A	112	23.64	7.80	Elevation only						857.29
7A	113	25.30	9.50	15	2.0	STD	2.5	--	856.18	
7B	163	51.67	8.71	5	2.5	STD	2.5	--	855.44	
8AR	118	24.70	8.02	15	2.0	STD	5.0	--	855.69	
8B	164	71.80	8.14	4.8	2.5	0.5	2.5	50	855.59	
9A	103	127.95	10.26	10	2.0	STD	2.5	33	853.81	
10A	115	24.30	10.16	15	2.5	STD	2.5	--	856.58	
11A	116	21.35	8.99	10	2.5	0.5	2.5	--	856.99	
11B	166	113.35	8.29	5	2.3	0.5	2.5	60	856.75	
12A	117	19.60	7.01	10	2.5	0.5	2.5	--	855.82	

Sample Count: 23 wells (1 well for elevation only), and 3 field duplicates

# Appendix C

## Greentree Hills Landfill

6802 Hammersley Road, Madison, WI

DNR License #1714 (FID #113108160)

Name	DNR ID	Well Depth (ft)	Depth to Water (ft, Spring 2018)	Screen Length (ft)	Casing Diameter (in)	Pump Size	Tubing Standoff (ft)	Drop Tube (ft)	Top of Well Casing (ft)	
1AR	123	70.81	41.79	15.0	2.5	STD	2.5	--	1014.80	
1CR	125	114.45	42.53	5.0	2.5	1/2	2.5	--	1015.05	
2A	135	71.65	40.17	25.0	2.0	MINNOW	8.0	--	1014.81	
4A	145	90.55	50.17	25.0	2.0	STD	13.0	--	1027.60	
4B	147	133.60	50.89	5.0	2.0	STD	2.5	20	1026.50	
5A	150	85.90	46.89	10.0	2.0	STD	5.0	--	1021.24	
7A	110	48.48	37.11	Elevation only						1009.80
7B	111	78.62	37.21							1009.94
7C	112	113.07	38.92							1009.93
9B	115	73.05	38.35	20.0	2.0	STD	10.5	--	1014.26	
9C	155	118.80	44.82	5.0	2.0	1/2	2.5	40	1014.16	
9D	156	57.35	38.22	15.0	2.5	1/2	5.0	--	1014.24	
10A	160	58.03	35.82	20.0	2.0	1/2	5.0	--	1013.38	
11A	165	65.90	41.59	15.0	2.0	STD	4.0	--	1017.72	
11B	167	119.10	43.23	5.0	2.0	STD	2.5	--	1017.93	
12A	170	67.35	46.97	15.0	2.0	STD	1.0	--	1021.27	
12B	172	120.64	52.72	5.0	2.0	STD	2.5	--	1020.96	
14A	175	69.70	50.20	15.0	2.0	STD	1.0	--	1023.70	
14B	180	145.15	57.13	5.0	2.0	MINNOW	2.5	--	1023.03	
15A	185	56.36	37.91	15.0	2.5	1/2	3.0	--	1013.10	
16A	190	56.34	43.33	15.0	2.5	1/2	1.0	--	1019.15	
PW-3	303	Private well: 3252 Gammon Rd (WUWN FA298)								NA
PW-5	305	Private well: 3213 Marty Rd (WUWN DH687)								NA

Sample Count: 21 wells (3 for elevation only), 2 private wells, and 2 duplicates

# Appendix C

## Mineral Point Landfill

126 S. Yellowstone Drive, Madison, WI

DNR License #3407 (FID #113185050)

Name	DNR ID	Well Depth (ft)	Depth to Water (ft, Spring 2018)	Screen Length (ft)	Casing Diameter (in)	Pump Size	Tubing Standoff (ft)	Drop Tube (ft)	Top of Well Casing (ft)
1A	101	122.7	115.95	5	2.0	0.5	unknown	--	1047.09
2A	102	150.26	102.47	20	2.0	STD	10.5	--	1045.65
3A	103	148.35	119.86	25	2.0	STD	13.0	--	1034.63
3B	153	210.38	123.35	10	2.0	STD	5.0	40	1034.65
4A	104	153.25	125.03	10	2.0	0.5	5.0	--	1040.42
5A	105	142.79	119.47	20	2.0	STD	10.5	--	1028.66
5B	155	208.92	120.70	5	2.0	STD	2.5	55	1029.18
6A	106	175.7	134.97	20	2.0	STD	10.5	--	1050.25
7B	207	147.85	128.95	15	2.0	STD	1.5	--	1040.95
8A	108	146.2	118.28	15	2.0	STD	4.0	--	1027.2
9A	109	126.3	102.79	15	2.0	STD	8.0	--	1047.97
10A	110	150.59	121.75	15	2.0	STD	4.0	--	1032.11
10B	160	205.35	121.75	5	2.0	STD	2.5	50	1032.01
11A	301	148.2	122.33	15	2.0	0.5	8.0	--	1040.91
11B	302	224.3	128.37	5	2.0	0.5	2.5	73	1041.24
11C	303	311.96	137.97	5	2.0	0.5	2.5	120	1041.01
UW16	399	1004.00	Public water supply well						

Sample Count: 16 wells, 1 public supply well, and 2 duplicates

# Appendix C

## Olin Landfill

121 E. Olin Avenue, Madison, WI

DNR License #305 (FID #113108380)

Name	DNR ID	Well Depth (ft)	Depth to Water (ft, Spring 2018)	Screen Length (ft)	Casing Diameter (in)	Pump Size	Tubing Standoff (ft)	Drop Tube (ft)	Top of Well Casing (ft)	
101A	301	18.54	7.06	10	2.5	STD	5.0	--	850.75	
101B	351	67.54	5.52	5	2.5	STD	2.5	--	850.81	
102A	302	15.75	9.59	10	2.5	STD	1.0	--	854.63	
102B	352	75.80	6.19	5	2.5	STD	2.5	--	854.71	
103A	303	16.54	4.57	10	2.5	STD	5.0	--	853.43	
103B	353	56.00	4.90	5	2.5	STD	2.5	--	853.54	
104A	304	16.12	2.78	10	2.5	STD	5.0	--	850.69	
104B	354	65.80	2.52	5	2.5	STD	2.5	--	850.72	
104C	374	145.60	3.26	5	2.5	0.5	2.5	120	850.82	
105A	305	17.12	8.71	10	2.5	0.5	2.5	--	856.93	
105B	355	75.42	8.23	5	2.5	0.5	2.5	--	856.75	
106A	306	17.25	11.77	10	2.5	0.5	1.0	--	855.26	
106B	356	77.40	6.24	5	2.5	0.5	2.5	--	855.27	
106C	376	149.78	7.80	5	2.5	0.5	2.5	125	855.27	
107A	307	17.80	11.54	10	2.5	0.5	1.0	--	860.35	
107B	357	77.92	10.98	5	2.5	0.5	2.5	--	860.65	
109A	309	14.00	5.33	10	2.5	0.5	2.5	--	852.77	
109B	359	69.80	3.53	5	2.5	0.5	2.5	52	852.14	
110A	310	24.14	7.87	10	2.5	0.5	2.5	--	856.27	
110B	360	80.51	7.00	5	2.5	0.5	2.5	44	856.34	
111A	311	16.16	3.26	10	2.5	0.5	1.0	--	855.17	
111B	361	71.25	5.79	5	2.5	0.5	2.5	29	855.36	
111C	381	150.34	7.83	5	2.5	0.5	2.5	114	855.55	
112A	312	17.06	7.73	10	2.5	0.5	4.0	--	857.53	
112B	362	73.15	7.98	5	2.5	0.5	2.5	48	857.75	
WC1	396	4.40	Wingra Creek							848.90
UW18	399	808.00	Public water supply well							

Sample Count: 25 wells, Wingra Creek (for elevation only), 1 public supply well, and 3 duplicates

# Appendix C

## Sycamore Landfill

4500 Sycamore Avenue, Madison, WI

DNR License #1935 (FID #113108710)

Name	DNR ID	Well Depth (ft)	Depth to Water (ft, Spring 2018)	Screen Length (ft)	Casing Diameter (in)	Pump Size	Tubing Standoff (ft)	Drop Tube (ft)	Top of Well Casing (ft)
7A	107	42.2	3.96	Elevation only					871.80
11A	120	86.9	79.73	10	2.0	STD	1.0	--	937.83
11B	122	119.0	74.51	5	2.0	STD	2.5	--	937.61
13A	126	87.1	64.86	15	2.0	0.5	2.5	--	931.74
13B	112	124.0	74.75	20	2.0	STD	10.5	--	932.98
14A	130	64.1	49.24	15	2.0	STD	4.0	--	906.17
14B	113	96.6	52.03	20	2.0	STD	10.5	--	906.33
15A	114	71.4	44.93	20	2.0	0.5	10.5	--	900.22
15B	175	89.0	44.92	5	2.5	0.5	2.5	--	898.74
16A	140	76.3	68.29	15	2.0	0.5	N	--	925.19
16B	115	115.1	69.19	20	2.0	0.5	10.5	--	924.62
17A	145	26.6	14.00	15	2.0	0.5	4.0	--	866.65
18A	150	30.1	8.08	20	2.0	0.5	10.5	--	859.87
18B	155	56.8	8.65	5	2.0	0.5	2.5	--	860.67
19A	160	74.2	54.01	15	2.0	STD	5.0	--	918.04
19B	165	112.3	59.11	5	2.0	STD	2.5	--	918.17
20A	170	29.0	15.43	10	2.0	0.5	5.0	--	870.48
21A	180	71.9	57.03	15	2.5	0.5	2.5	--	918.72
21B	185	107.9	61.49	5	2.5	0.5	2.5	--	919.17
22A	190	72.9	53.02	15	2.5	0.5	8.0	--	920.12
23A	195	75.1	54.82	15	2.5	0.5	5.0	--	926.92
24A	197	66.7	52.78	15	2.5	0.5	1.0	--	919.21
25A	NA	81.0	62.00	15	2.5	STD		--	931.36

Sample Count: 23 wells (1 for elevation only), and 3 duplicates

**Figure 2**

Project: City of Madison Demetral Landfill  
2017 Annual Report

Title: October 2017 Water Table Map

Drawn by: BLB | Checked by: BLB | Revised: 2/14/2018  
File: M:\Design\Landfill\GIS\Demetral\DM\_GWmaps.mxd



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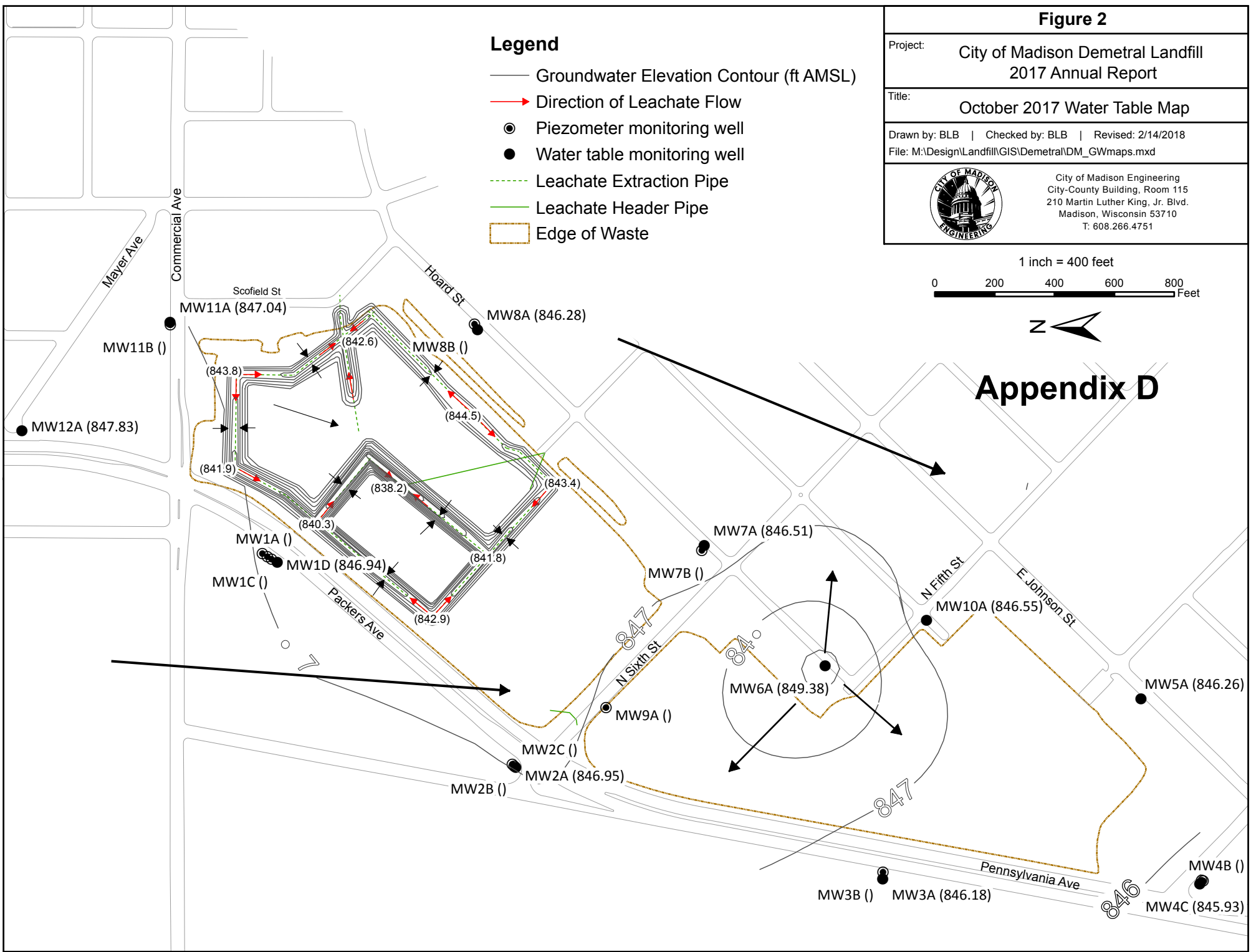
**Legend**

- Groundwater Elevation Contour (ft AMSL)
- Direction of Leachate Flow
- ⊙ Piezometer monitoring well
- Water table monitoring well
- - - Leachate Extraction Pipe
- Leachate Header Pipe
- ▭ Edge of Waste

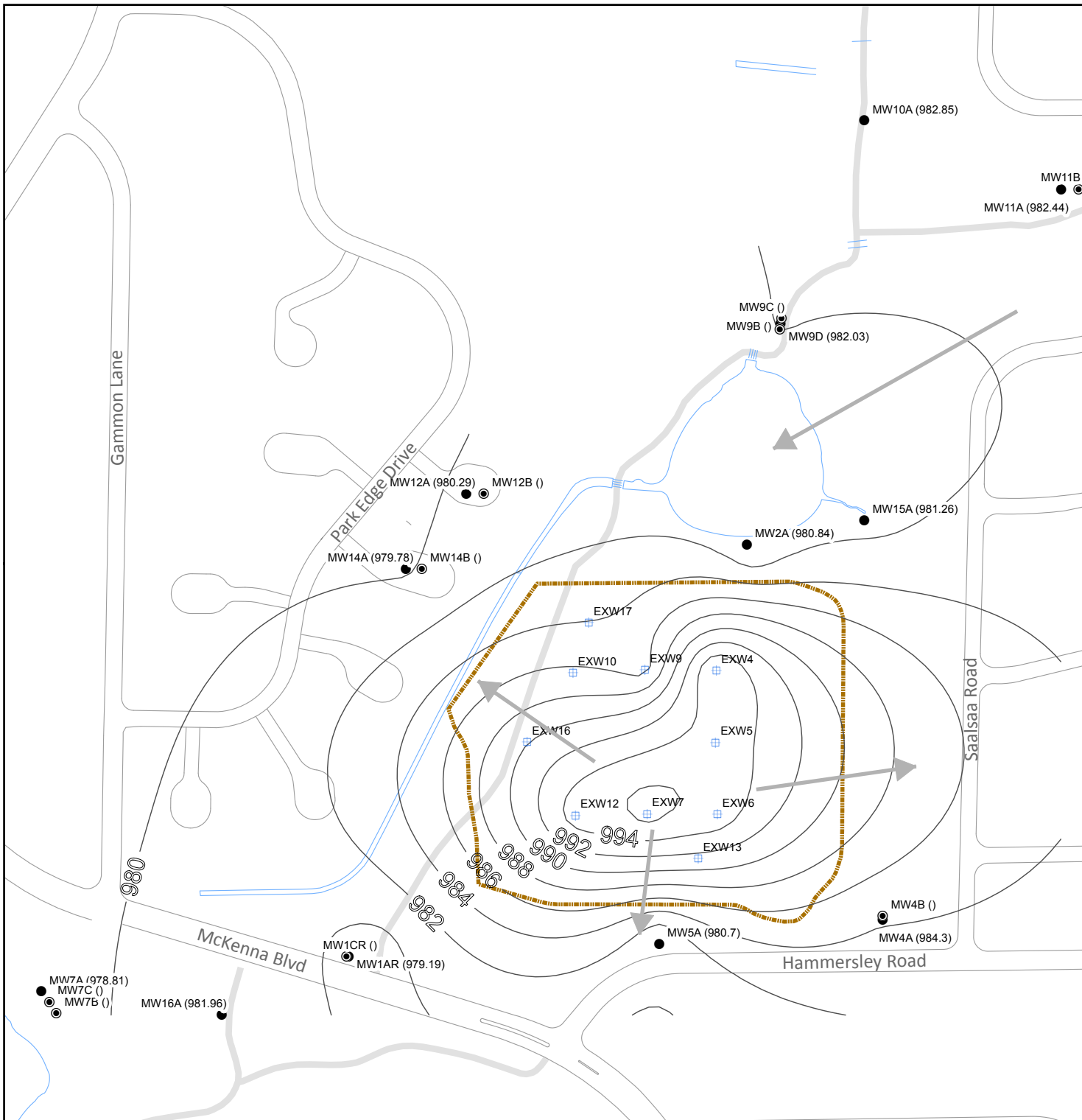
1 inch = 400 feet  
0 200 400 600 800 Feet









**Appendix D**

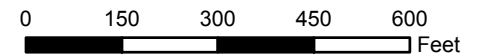


# Appendix D



## Legend

-  Piezometer monitoring well
-  Water table monitoring well
-  Combined leachate head well
-  Edge of Waste
-  Groundwater flow direction (ft AMSL)
-  Bike path



1 inch = 300 feet

**Figure 2**

Project: City of Madison Greentree Hills Landfill  
2017 Annual Report

Title: October 2017 Water Table Map

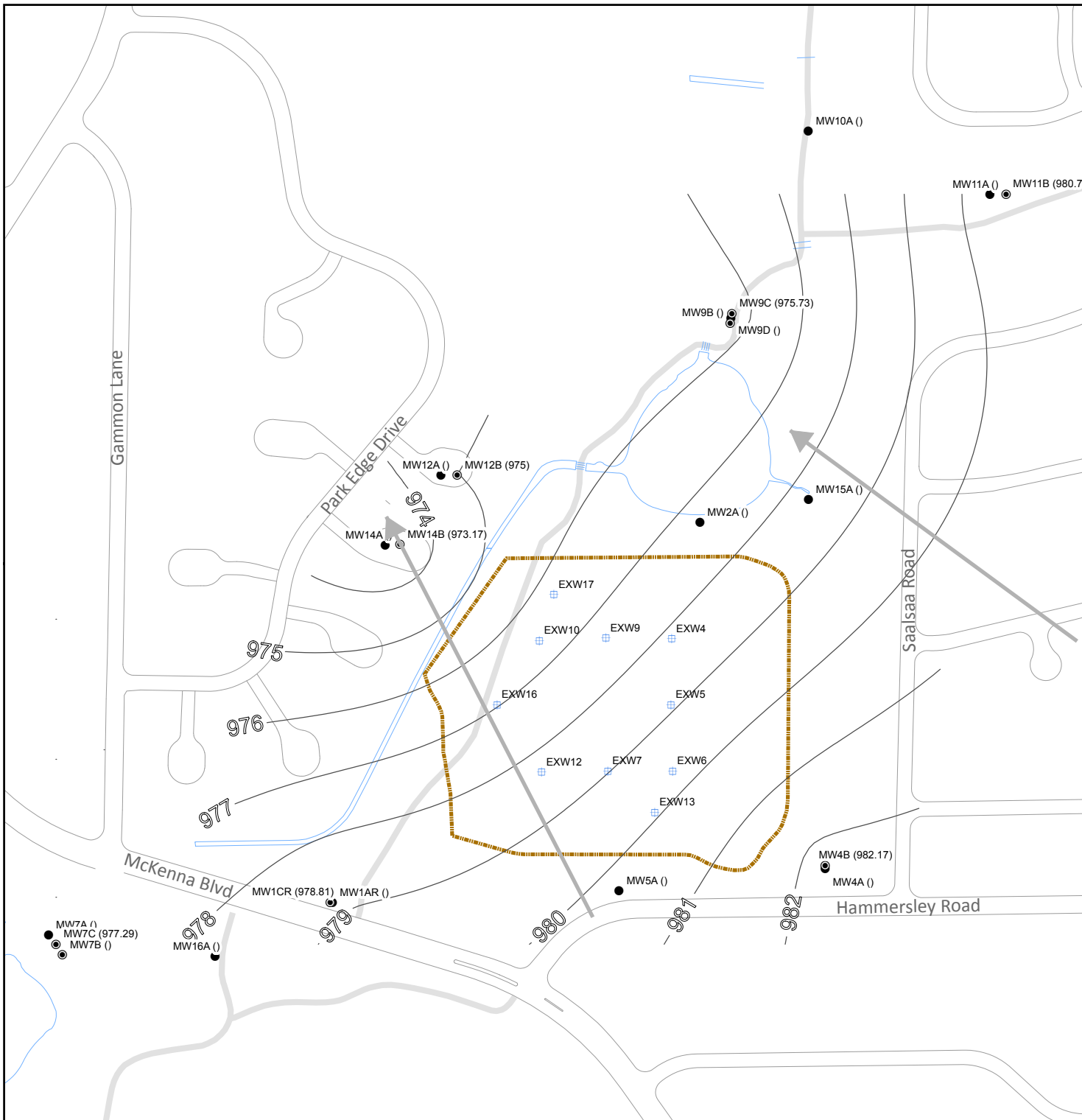
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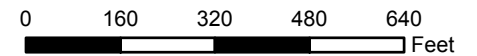
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# Appendix D



## Legend

-  Piezometer monitoring well
-  Water table monitoring well
-  Combined leachate head well
-  Edge of Waste
-  Groundwater flow direction (ft AMSL)
-  Bike path



1 inch = 325 feet

**Figure 3**

Project: City of Madison Greentree Hills Landfill  
2017 Annual Report

Title: October 2017 Potentiometric Surface Map

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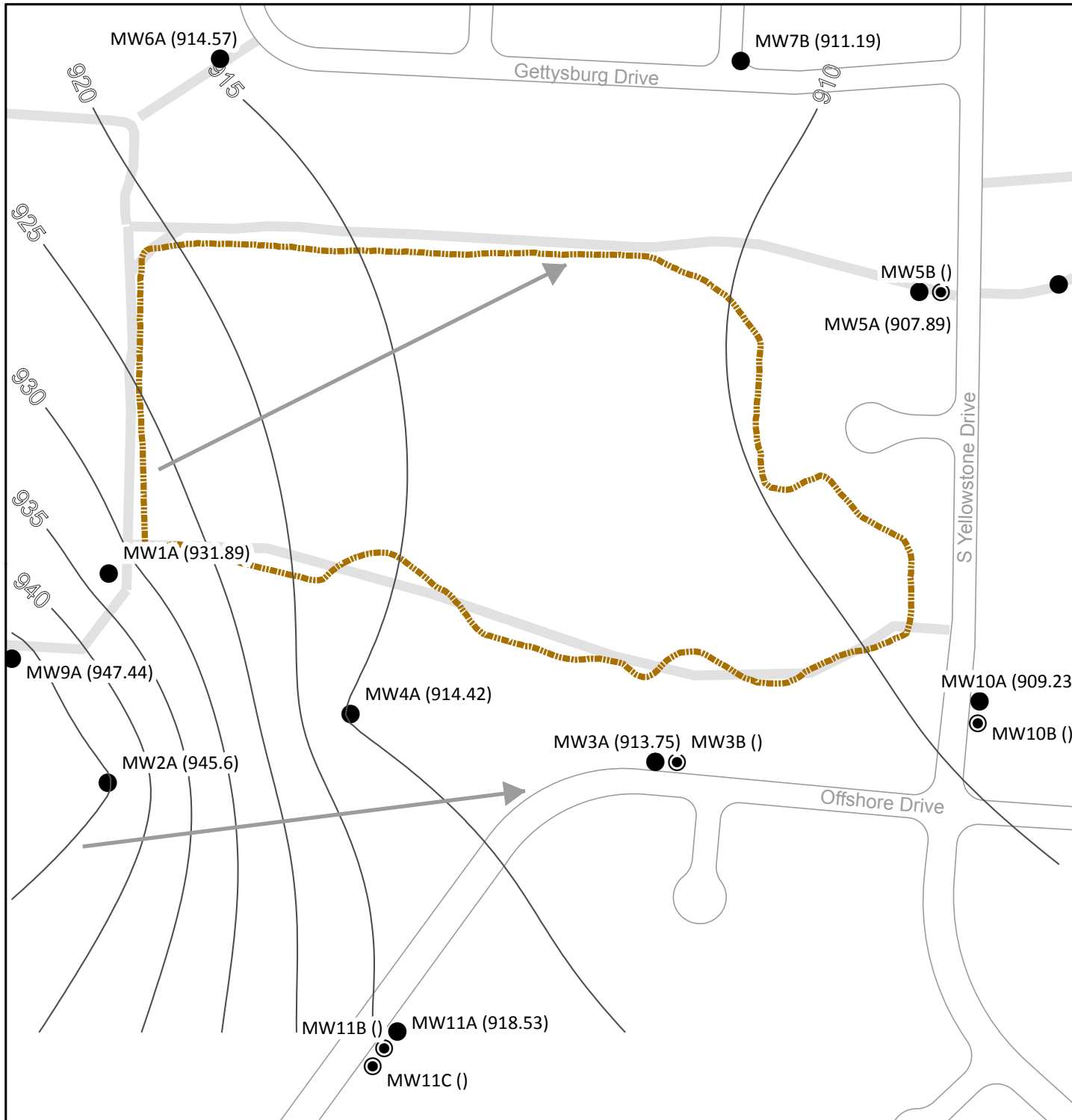
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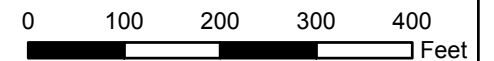


# Appendix D



## Legend

- Groundwater elevation (ft AMSL)
- Piezometer monitoring well
- Water table monitoring well
- Groundwater flow direction
- Edge of Waste
- Bike path



1 inch = 200 feet

**Figure 3**

Project: City of Madison Mineral Point Landfill  
2017 Annual Report

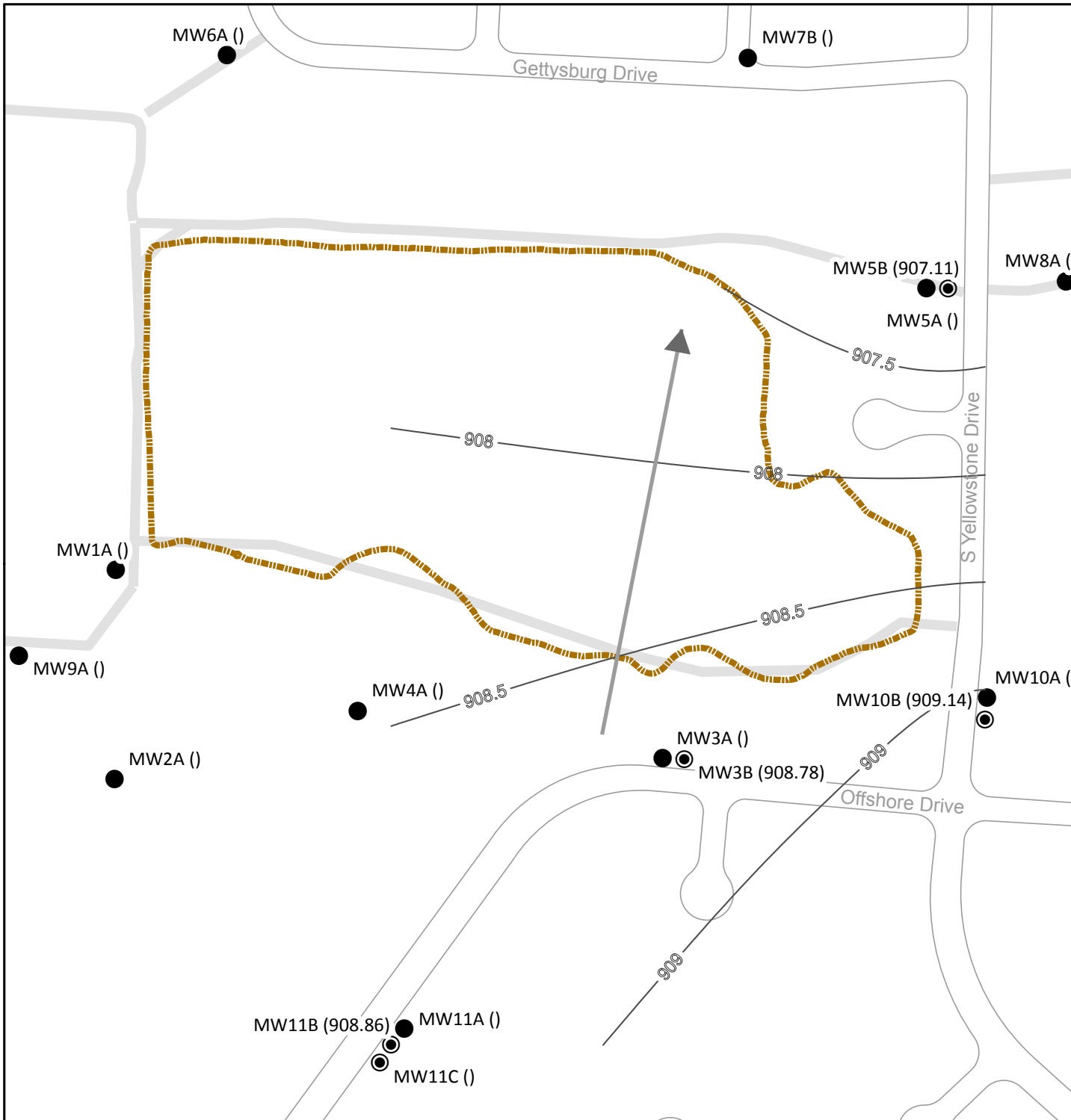
Title: September 2017 Water Table Map

Drawn by: BLB | Checked by: BLB | Revised: 2/13/2018  
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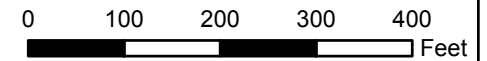
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# Appendix D



## Legend

- Groundwater elevation (ft AMSL)
- Piezometer monitoring well
- Water table monitoring well
- Groundwater flow direction
- Edge of Waste
- Bike path



1 inch = 200 feet

**Figure 4**

Project: City of Madison Mineral Point Landfill  
2017 Annual Report

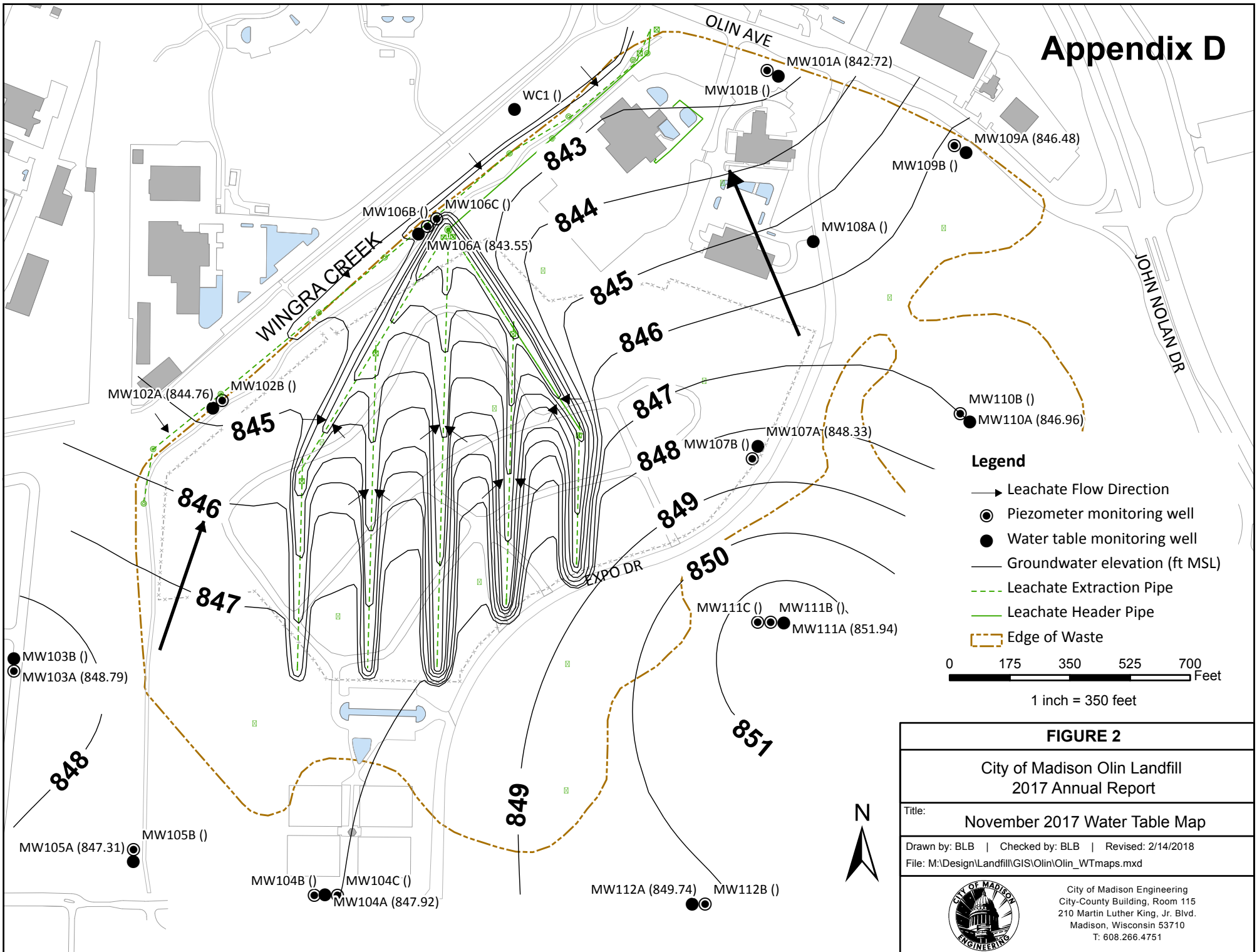
Title: September 2017 Potentiometric Surface Map

Drawn by: BLB | Checked by: BLB | Revised: 2/13/2018  
File: M:\Design\Landfill\GIS\Mineral\_Point\MinPoint\_GW.mxd

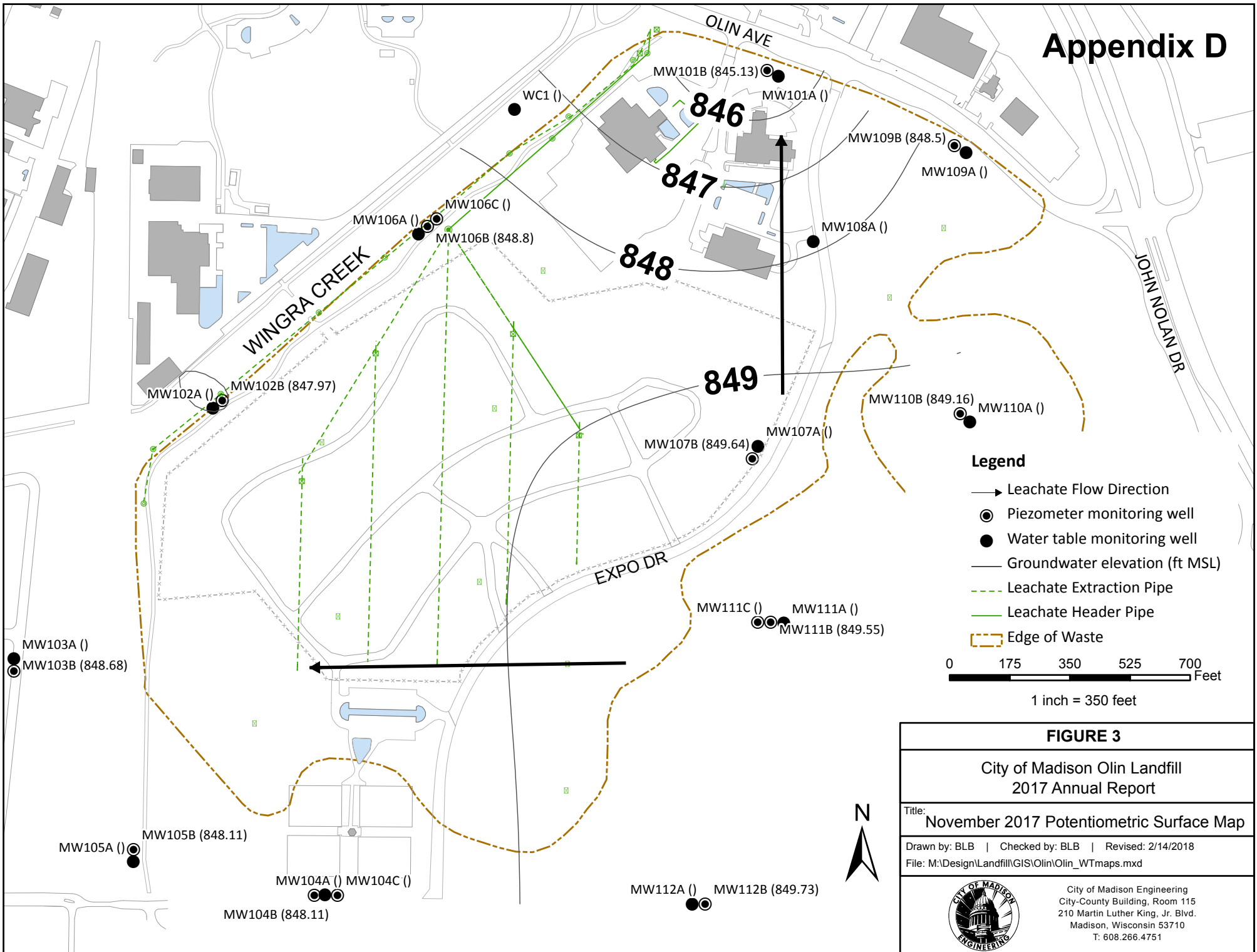


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# Appendix D



# Appendix D




**FIGURE 3**

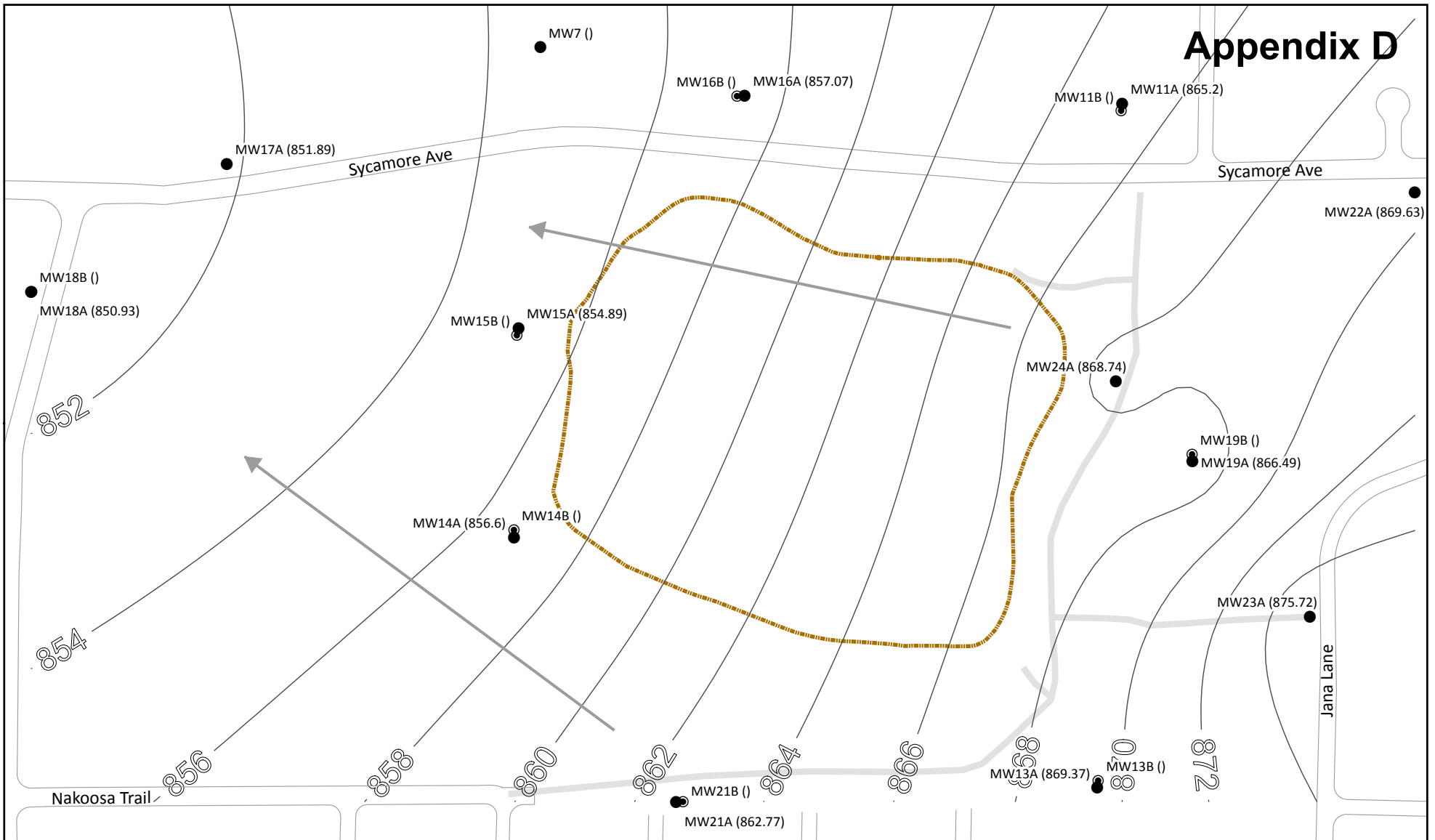
City of Madison Olin Landfill  
2017 Annual Report

Title: **November 2017 Potentiometric Surface Map**






Drawn by: BLB | Checked by: BLB | Revised: 2/14/2018  
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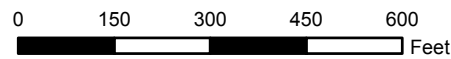
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# Appendix D



## Legend

-  Piezometer monitoring well
-  Water table monitoring well
-  Groundwater elevation (ft MSL)
-  Edge of Waste
-  Bike path



1 inch = 300 feet

## Figure 3

Project: City of Madison Sycamore Landfill  
2017 Annual Report

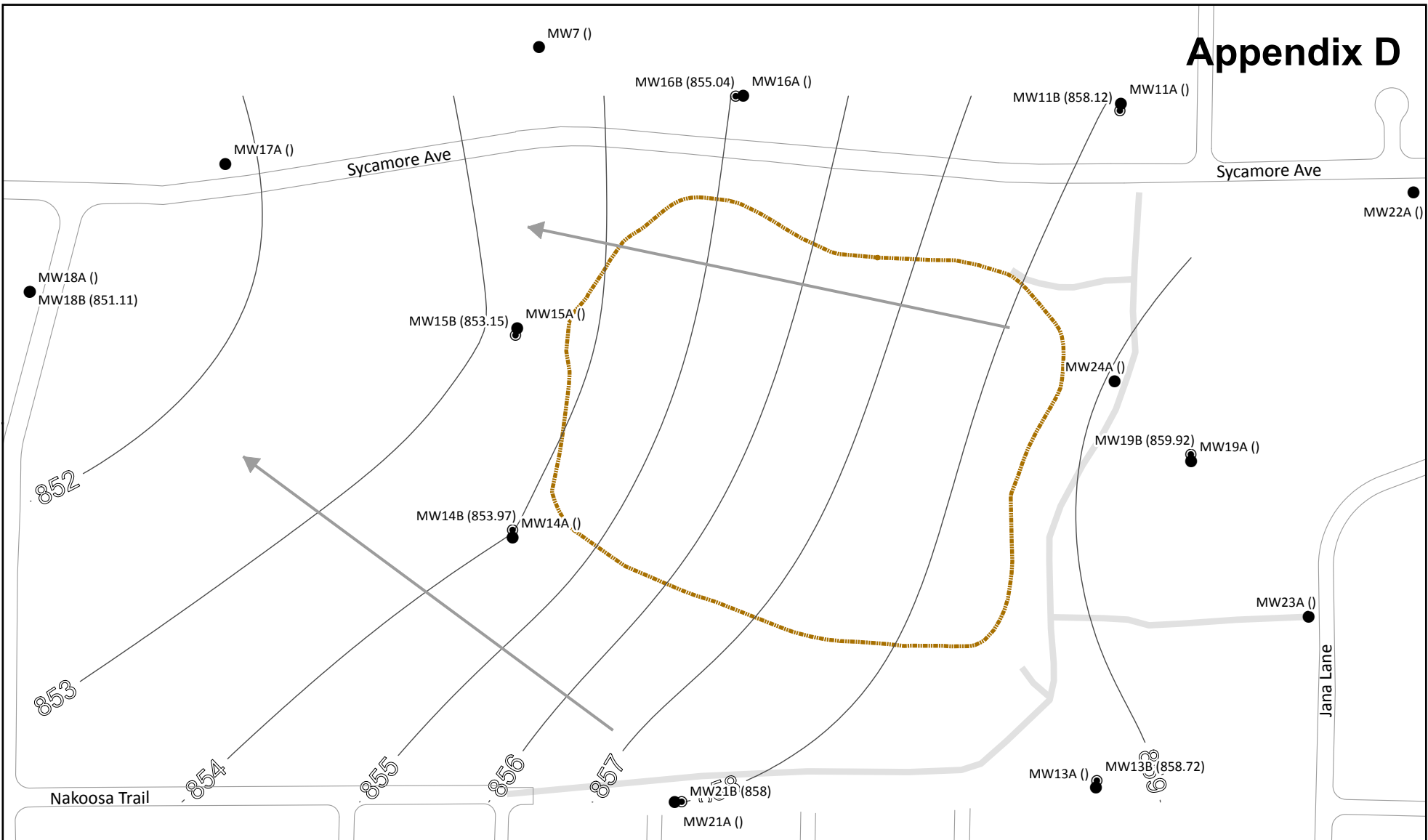
Title: November 2017 Water Table Map

Drawn by: BLB | Checked by: BLB | Revised: 2/14/2018  
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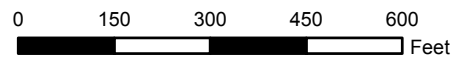
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# Appendix D



### Legend

-  Piezometer monitoring well
-  Water table monitoring well
-  Groundwater elevation (ft MSL)
-  Edge of Waste
-  Bike path



1 inch = 300 feet

### Figure 4

Project: City of Madison Sycamore Landfill  
2017 Annual Report

Title: November 2017 Potentiometric Surface Map

Drawn by: BLB | Checked by: BLB | Revised: 2/14/2018

File: M:\DESIGN\LANDFILL\GIS\Sycamore\Sycamore\_WTmaps.mxd



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# Marschalk Aquarius II Bladder Pumps

Installation and Operation Manual



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## DOCUMENTATION CONVENTIONS

This manual uses the following conventions to present information:



**WARNING**

An exclamation point icon indicates a **WARNING** of a situation or condition that could lead to personal injury or death. You should not proceed until you read and thoroughly understand the **WARNING** message.



**CAUTION**

A raised hand icon indicates **CAUTION** information that relates to a situation or condition that could lead to equipment malfunction or damage. You should not proceed until you read and thoroughly understand the **CAUTION** message.



**NOTE**

A note icon indicates **NOTE** information. Notes provide additional or supplementary information about an activity or concept.

# Chapter 1: System Description

## Function and Theory

The Marschalk Aquarius II Bladder Pumps operate with a unique action ideal for both gentle low-flow sampling and higher volume purging. Electro/pneumatic controllers permit timed on/off cycles of compressed air to alternately pressurize (squeezing the flexible bladder to displace water out of the pump) and exhaust allowing the pump bladder to refill. Fluid enters the pump through the “Lower Head” inlet check valve located at the bottom of the Bladder Assembly, via hydrostatic pressure (automatically by submergence) refilling the bladder with fluid. Compressed air enters the space between the bladder and the interior of the Outer Stainless Steel Housing pressurizing the bladder and pushing water up the discharge tubing. During the pressure cycle the intake check valve closes and the discharge check valve opens. The compressed air squeezes the bladder, pushing the fluid up the discharge tube. The discharge check valve prevents back flow from the discharge tubing during the exhaust / fill cycle. The bladder is refilled by hydrostatic pressure and the cycle repeats. Compressed air does not contact the sample! The bladder prevents contact between the pump drive air outside the bladder and the water inside the bladder.



NOTE: Bladder pumps operate more efficiently when submerged under at least 10 feet of water. Lower submergence requires longer fill times or vacuum assist.

For all of your Bladder Pump Controller requirements, it is recommended that you use only Geotech / Marschalk Controllers. Contact GEOTECH to discuss which controller will best suit your specific site requirements.

## **System Components**

The Marschalk Aquarius II Bladder Pump consists of four main parts, the Bladder Assembly, Bladder, Intake Head and the Outer Housing.

### **Bladder Assembly**

The Marschalk Aquarius II Bladder Assembly is a welded assembly consisting of four 316 Stainless Steel components, the Upper and Lower Head and two Spanner Rods. (see figure 1, page 5).

### **Bladder**

The Bladder is constructed of a proprietary inert virgin grade PTFE polymer resin and is extruded with no markings or lubricants.

The Bladder is installed onto the Bladder Assembly and secured in place with two 316 Stainless Steel, Low-profile reusable clamps, providing a true zero leak seal.

### **Intake Head**

The Intake Head is constructed of 316 Stainless Steel.

### **Outer Housing**

The Outer Housing is constructed of 316 Stainless Steel. Viton O-rings provide the high pressure seals between the Bladder Assembly and the Intake Head.

### **Intake screen Assembly (Optional)**

The Intake Screen Assembly is constructed of 316 Stainless Steel components and is easily removable for field maintenance. The Intake Screen Assembly is intended to protect and extend the life of the bladder material by preventing particulates larger than a .023 diameter from entering the pump (see warranty, page 22).

# System Components

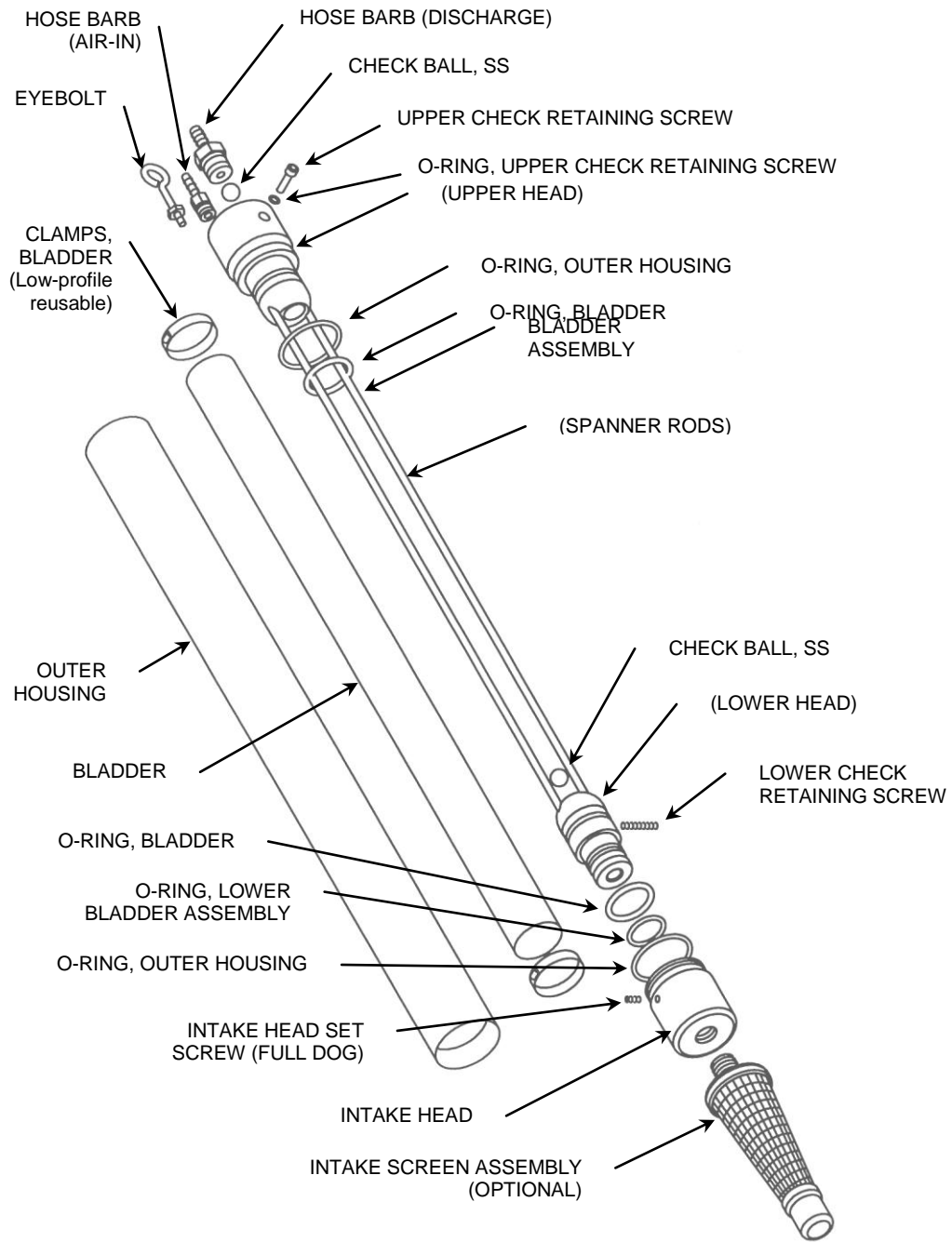


Figure 1

## Chapter 2: System Installation

### Bladder Pump

The Marschalk Aquarius II Bladder Pump is engineered for easy installation and use. As an Option, dedicated Bladder Pumps can be shipped from GEOTECH with the tubing attached. Well identifications and pump intake depths (supplied by the customer) are written on the tags connected to the tubing and on the tubing bags.

Marschalk Aquarius II Bladder pumps can also be used portably. Connect the air line tubing (.170 x .25) to the Air-in Hose barb and attach the sample line (.250 x .375) to the Fluid Discharge Hose barb. Make sure the tubing is pushed down until it bottoms out at the fitting shoulder and is secure. Tubing clamps are no longer required for this connection (see figure 2).

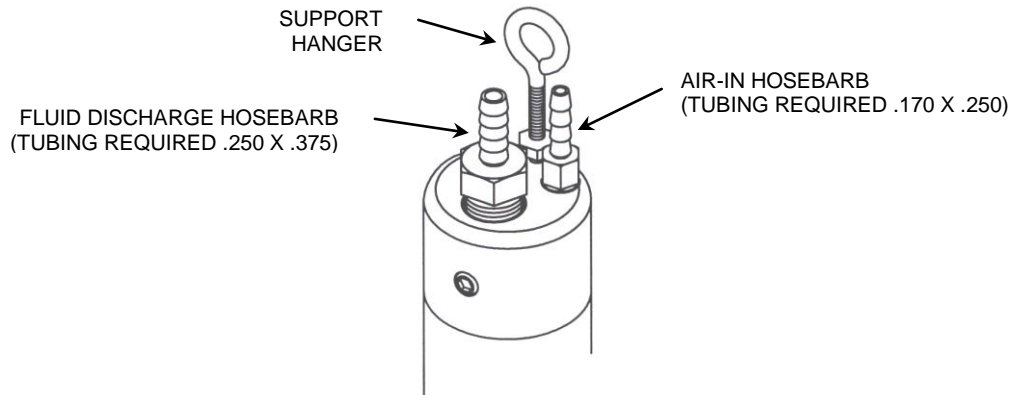


Figure 2



NOTE: To connect the bonded tubing to your Bladder Pump in the field, first trim the sample line tubing (.250 x .375) approximately 1/4" shorter than the air line tubing. This allows for a neater connection to the pump head and keeps the tubing from bulging or bowing out if one side is longer than the other.

Attach the pump suspension cable to the pump's support hanger using the low profile "Quick Link". Ensure the attachment of both tubing and support cable are secure and tight before lowering the pump into the sampling well.

## Chapter 3: System Operation

### Bladder Pump Operation

Fluid enters the pump through the Intake Head at the bottom of the pump and the bladder fills with fluid. Compressed air enters the space between the bladder and the interior of the Outer Housing, the inlet check valve closes and the discharge check valve opens. The compressed air squeezes the bladder pushing the fluid up the discharge tube. The discharge check valve prevents backflow from the discharge tubing during the fill cycle.

### Selecting an Air Source

The following explanation is based on a .170 ID air supply tubing. To determine the required capacity of the air source used, calculate the air consumption as follows. With 100 ft. of air line tubing in or out of the well, the air consumption is 125 cubic inches per cycle, with 6 cycles per minute (average).

*Example:* For 100 ft. of tubing you will need 125 cu. in. x 6 per min. which equals 750 cu. in. / min. or 45,000 cu. in. / hr. For each additional 100 ft. add 59 cu. in. If you plan to use an air compressor we advise that you use one with a reserve tank to insure proper air supply to the pump.

### Determining PSI



**CAUTION**

**It is important NEVER to apply excessive pressure to the bladder during the pump cycle. The proper setting of the pumping pressure will reduce wear and prevent permanent deformation of the bladder. Always start pumping with a pressure as set on the Controller, of 3-5 psig, regardless of pump depth and head pressure. During each successive pumping cycle, increase pumping pressure in 3-5 psi increments until water flow is observed at the surface. Once water is flowing at the surface the pressure regulator can be used to regulate flow. Example; higher pressure will empty the bladder contents quickly, lower the pressure and you will decrease the flow rate and it will take more time to empty the bladder. By using the pressure regulator in concert with the electro-pneumatic timers you can control the flow rate to less than 50mls/minute.**

## Flow Rates

Flow rates are based on the Marschalk Aquarius II Bladder Pump modeled PERFORMANCE CURVE (see figures 4, 5, 6, pages 8, 9, 10).

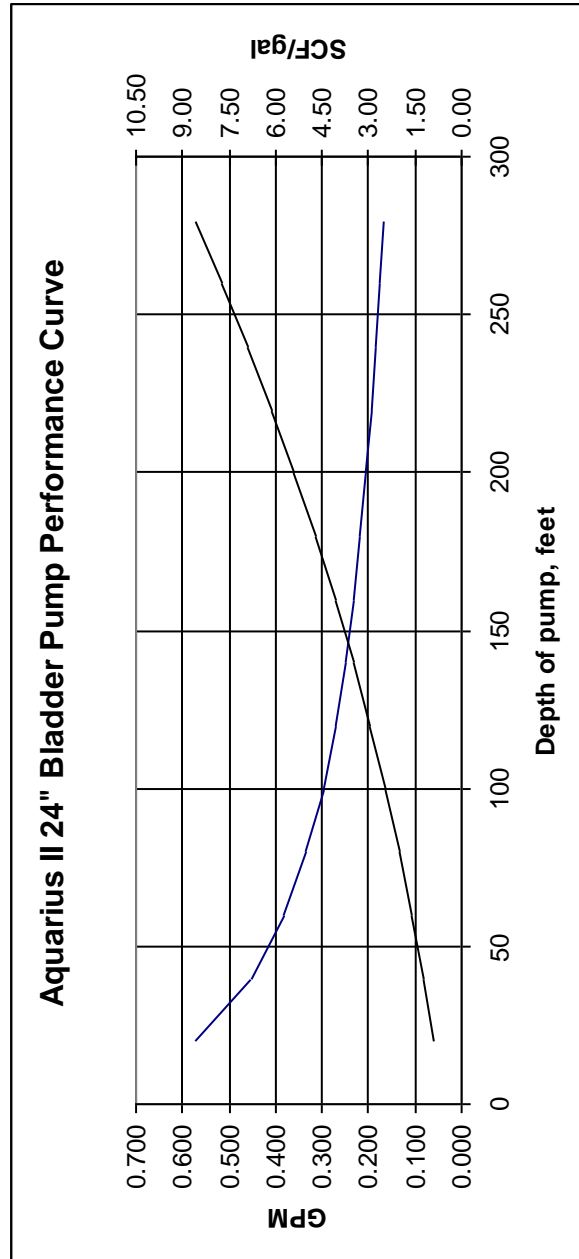


Figure 4 – Performance Curve

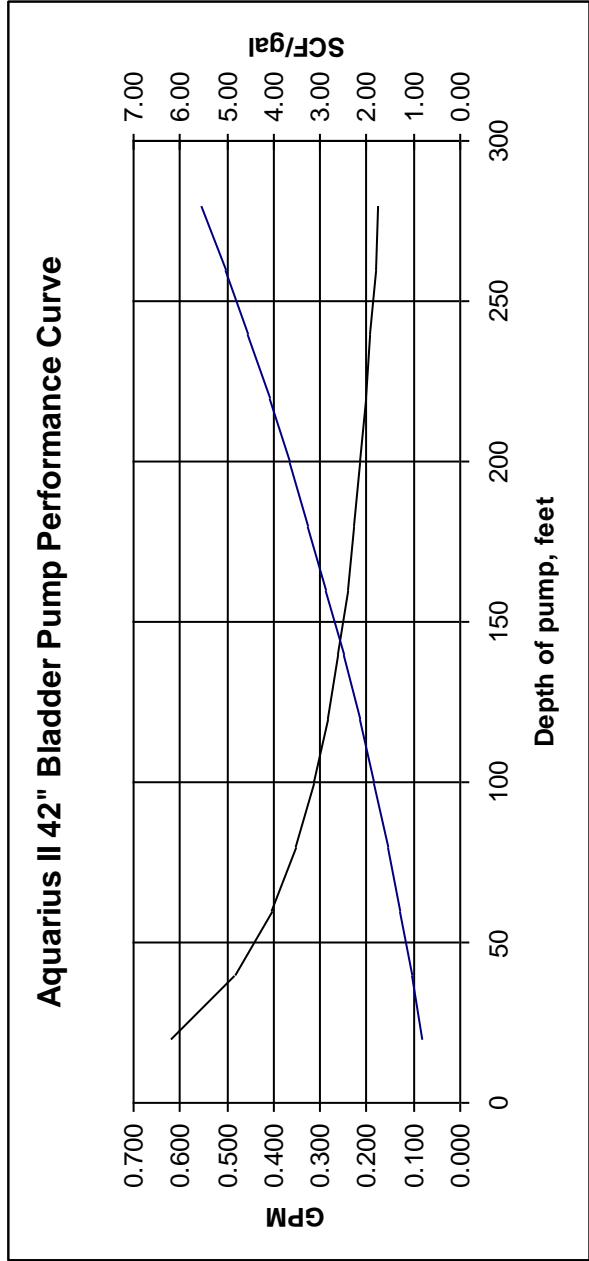


Figure 5 – Performance Curve



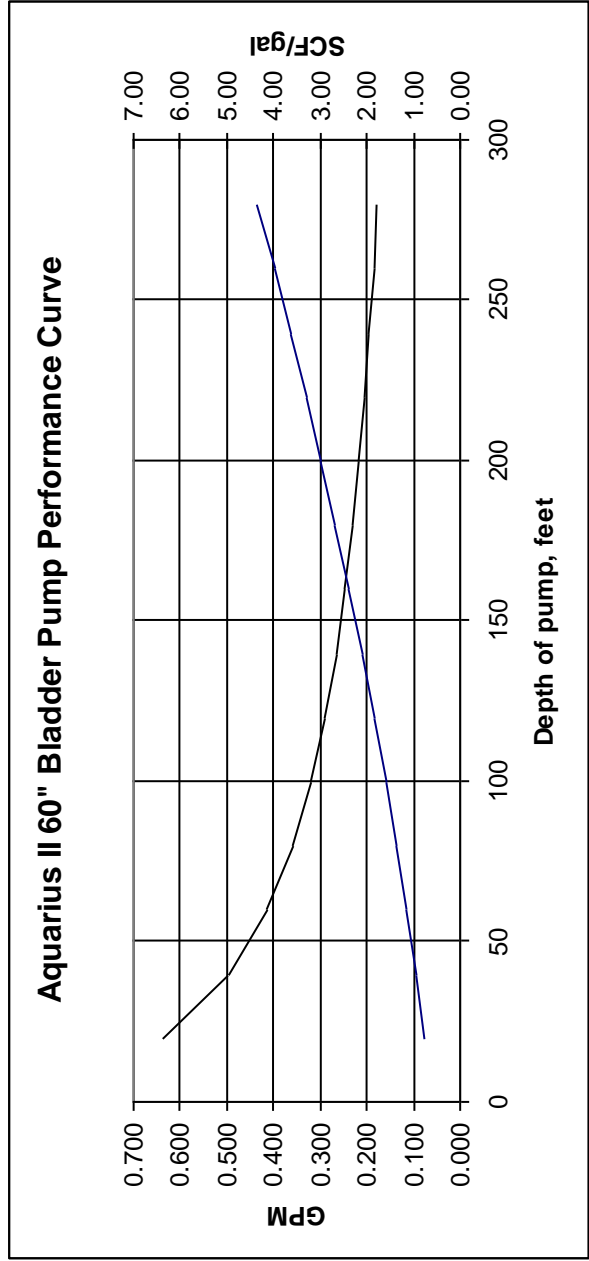


Figure 6 – Performance Curve

## Chapter 4: System Maintenance

### **Marschalk Aquarius II Bladder Pump**

As with any pump, scheduled or periodic maintenance should be performed, according to your sampling program and specific site conditions. Generally, the more turbid or sandy your water, the more often you should maintain and clean your pumps. In addition, pumps that are in wells with high concentrations of Total Dissolved Solids (ex. iron, calcium, and manganese) may be subjected to mineral deposits and require more frequent cleaning (see System Components, figure 1, page 5).

Decontaminate or replace parts as needed, then reassemble. Inspect all check balls for wear and replace as necessary. Inspect all O-rings for rigidity splits or cracks and replace as necessary.

Disassemble the Bladder Pump per the following instructions:

### **Bladder Replacement**

When replacing an existing Bladder use the following instructions:

- Pull the pump from the well. It will be necessary to remove the air and sample lines from the pump as well as the pump suspension cable.
- Using a 3/32" Allen wrench, remove the Intake Head set screw. Gently pull and twist the Intake Head to remove it from the Outer Housing (see figure 1, page 5).
- Remove the Outer Housing (see figure 1).
- Using a pair of Oetiker clamping pliers, remove the upper and lower Bladder clamps. At this time, inspect the O-rings for rigidity, splits or cracks and replace them as necessary (see figure 1).
- The Bladder can now be removed for cleaning or replacement.

- If you are pumping with a dedicated system that has a high concentration of dissolved mineral solids, it is recommended that you remove and inspect the Upper and Lower SS Check Balls for deposit build-up. If this deposit build-up is present, clean as necessary and reinstall. Mineral deposition can cause the Check Balls to become permanently seated in the Check Valve. If mineral precipitation on the Check Balls becomes a problem, a replacement PTFE Check Ball is available.
- Reinstall the bladder by reversing the sequence of steps outlined above. The low profile bladder clamps must be installed directly over the Bladder o-rings to insure a good seal.
- Reinstall the Intake Head into the Outer Housing.

**NOTE** to make reassembly easier use a little DI water to lubricate the o-rings and the Stainless Steel.

- **Reinstall the Intake Head set screw.**



**WARNING**

**This set screw connection between the Bladder Assembly's "Lower Head" and the Intake Head is a critical structural element of the Aquarius II Bladder Pump (see figure 1, page 5). Do not over-tighten the screw when assembling the pump. Tighten the set screw only until it bottoms out in the groove of the "Lower Head". Improper assembly can seriously decrease the burst resistance of the pump. Do not pressurize the pump for any reason unless it is in a well. If the Intake Head is improperly installed and the pump is pressurized outside of the well the pump may come apart suddenly causing injury.**

## Chapter 5: System Troubleshooting

### System Troubleshooting

Problem:

Solutions:

*Air is cycling thru controller, but will not pump...*

- 1) "Charge" (Pressurize) and "Exhaust" (Fill) times are not set correctly.  
Check and adjust charge and exhaust cycle times (i.e. if charge time is too long or if exhaust and charge time is too short).
- 2) Possible compromise in air line tubing.  
Check air line pump for leaks. If needed, repair using compression union or replace tubing.
- 3) Check pump intake screen for blockage and clean as needed.

*Controller is cycling but the pump stops producing water...*

- 1) Check drawdown level of water in the well.  
Ensure the pump is fully submerged and off of the bottom of the well.
- 2) Check psi at the regulator and adjust as necessary (see page 7).
- 3) Check for kinks in the discharge line.
- 4) Check pump intake screen for obstructions.
- 5) Charge time is too long or exhaust time is too short; causes pressure build up in pump, causing the pump not to fill.
- 6) Check power source, assure a strong reliable power supply. If using an old or weak battery, the control valves may not operate properly.

## System Troubleshooting cont...

*Getting air bubbles in sample line...*

- 1) Over charging pump.  
Reduce charge cycle time so that charge cycle ends as fluid discharge trails off.  
Inspect pump for compromised bladder or o-rings.
- 2) Pump is being over pressurized.  
Reduce psi to what is necessary to overcome pumping head (see page 7 for determining psi).
- 3) Check discharge line for holes or kinks.  
Repair using compression union or replace tubing.

*Discharge line drains back into pump...*

- 1) Remove Hose barb on pump discharge outlet.  
Check the check ball seat for debris. Clean and re-install.

*Pump stops pumping...*

- 1) Bladder could be collapsed due to over pressurizing (typically found in low-submergence scenarios).
- 2) Mineral deposits have caused the Check Balls to permanently seat in the Check Valve(s).

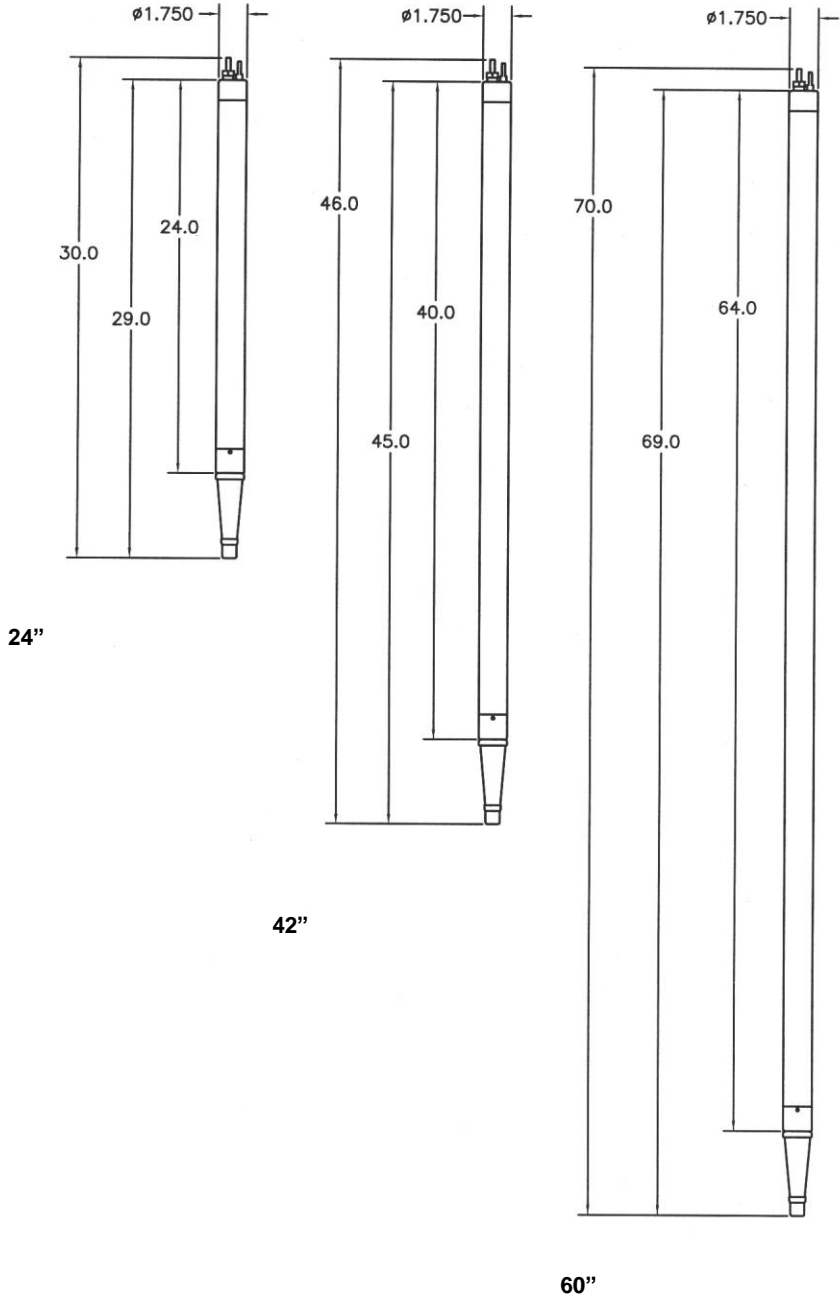
## Chapter 6: System Specifications

	24" / 61cm	42" / 107cm	60" / 152cm
<b>Bladder Assembly</b>	SS, 316	SS, 316	SS, 316
<b>Bladder</b>	Proprietary inert virgin grade PTFE Polymer resin	Proprietary inert virgin grade PTFE Polymer resin	Proprietary inert virgin grade PTFE Polymer resin
<b>Intake Head</b>	SS, 316	SS, 316	SS, 316
<b>Outer Housing</b>	SS, 316	SS, 316	SS, 316
<b>Intake Screen Assembly (optional)</b>	SS, 316	SS, 316	SS, 316
<b>Hose Barbs</b>	SS, 316	SS, 316	SS, 316
<b>Outside Diameter</b>	1.75"/ 4.45cm	1.75"/ 4.45cm	1.75"/ 4.45cm
<b>Length: Without Screen</b>	24" / 61cm	40" / 102cm	64" / 163cm
<b>Length: With Screen</b>	29" / 74cm	45" / 114cm	69" / 175cm
<b>Weight</b>	5.44 lbs / 2.47kg	7.33 lbs / 3.32kg	9.63 lbs / 4.37kg
<b>Volume/Cycle</b>	9.8 oz / 290ml	19.2 oz / 568ml	30.5 oz / 902ml
<b>Max. Flow rate*</b>	.58 gpm / 2.2lpm	.61 gpm / 2.3lpm	.64 gpm / 2.4lpm
<b>Min. Well I.D.</b>	2" / 51mm	2" / 51mm	2" / 51mm
<b>Operating Pressure</b>	1-125 psi / .07- 9 bar	1-125 psi / .07- 9 bar	1-125 psi / .07- 9 bar
<b>Min. Operating Range</b>	5psi / .34 bar above static head	5psi / .34bar above static head	5psi / .34bar above static head
<b>Maximum Depth **</b>	289' / 88m	289' / 88m	289' / 88m

\* Flow rate determined on 6ft / 183cm submergence @ 20 psi above static head

\*\* With the use of a drop tube, maximum depth is increased

# Chapter 7: System Schematic



## Chapter 8: Replacement Parts List

### Aquarius II Bladder Pump

Qty	Description	Part #
1	Bladder Assembly – 24”	21150060
1	Bladder Assembly – 42”	21150062
1	Bladder Assembly – 60”	21150065
1	Outer Housing – 24”	21150058
1	Outer Housing – 42”	21150061
1	Outer Housing – 60”	21150066
1	Bladder – 24”	21150057
1	Bladder – 42”	21150063
1	Bladder – 60”	21150064
1	Hose Barb – (air-in)	21150019
1	Hose Barb – (discharge)	17200360
2	Check Ball, SS	11150020
1	Upper Check Retaining Screw	11150058
1	Lower Check Retaining Screw	11150054
1	intake head set screw (full dog)	11150055
1	O-ring, Upper Check Retaining Screw	16600136
1	O-ring, Lower Bladder Assembly	11150049
2	O-ring, Bladder	11150056
2	O-ring, Outer Housing	11150057
1	Eyebolt	16600133
2	Clamps, Bladder (Low-profile reusable)	11150163
1	Intake Head	21150059
1	Intake Screen Assembly (optional)	81150023
2	Check Ball, PTFE (optional )	17500083