



Department of Public Works

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March 3, 2021

TO: Consultants Submitting Proposals for Engineering and Design Services  
FROM: Robert F. Phillips, City Engineer  
SUBJECT: Request for Proposals for Lower Badger Mill Creek Pond Flood Mitigation Design (City of Madison, WI)

The City of Madison Engineering Division is requesting consultant proposals for the Lower Badger Mill Creek Pond Flood Mitigation Design. Please refer to the RFP for pertinent information and dates. The following items are included with the RFP and considered part of it:

- Appendix A: Contract for Purchase of Services
- Appendix B: Presentation Slides from Public Information Meeting #2
- Exhibit 1 – Project Area and Draft Certified Survey Map
- Exhibit 2 – Trail Design S.D.D.s
- Exhibit 3 – Example Routing Sheet
- Exhibit 4 – Data provided by City
- Exhibit 5 – CAD and Plan Set Requirements

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 one (1) electronic copy of their Proposals to the Office of the City Engineer by 4:00 PM (CDT) on March 29, 2021. Submit proposal to: Matt Allie at [mallie@cityofmadison.com](mailto:mallie@cityofmadison.com).

Questions regarding this project shall be directed to Matt Allie at [mallie@cityofmadison.com](mailto:mallie@cityofmadison.com)

Sincerely,

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

RFP: maa

# CITY OF MADISON

## REQUEST FOR PROPOSALS



Title: LOWER BADGER MILL CREEK POND FLOOD  
MITIGATION DESIGN

City Agency: Engineering Division

Due Date: March 29, 2021  
4:00 PM CDT

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## 1 NOTICE TO PROPOSERS

### 1.1 Summary of Services Requested

The City of Madison (City) is seeking proposals from a firm or team (CONSULTANT) for design of the Lower Badger Mill Creek Pond system. The intent of the design project is to provide detention and reduce flood impact. The purpose of the Request for Proposals (RFP) is to solicit a design firm or team to carry out the design activities, through plan preparation and bidding, as well as to develop a Scope of Services for the design process.

The Proposal submittals, discussed in detail in Section 3, shall highlight qualifications of project team and key personnel, project understanding and potential challenges, previous related project experience, level of effort, and scope of design services needed to meet the project goals. City of Madison Engineering staff will use submitted RFP responses to select the CONSULTANT.

### 1.2 Project Background

As the City of Madison grows and land is developed, regional and local stormwater management is needed to control flooding and protect private and public infrastructure. The Lower Badger Mill Creek Watershed is a rapidly developing watershed in need of regional stormwater management facilities. The intent of this project is to design three regional stormwater detention facilities, and to maximize the recreational and environmental benefits of the site.

In the late 1990s and early 2000s, as part of the Mid-Town Neighborhood planning effort and Urban Service Area Amendment, the Dane County Regional Planning Commission, now Capital Area Regional Planning Commission, required a stormwater management study for Lower Badger Mill Creek. The City of Madison contracted EarthTech to complete this study, which was finalized in 2003.

The study built a hydrology and hydraulics (H&H) model that showed existing stormwater conditions in the watershed and approximated the future development. The stormwater management plan outlined recommendations for locations and sizing of regional and local stormwater management facilities. Based on the proposed stormwater management schema, the study shows that management of peak flow at critical crossings in the watershed could be capped to flows experienced at the time of the study.

The City of Madison agreed to implement the recommendations of this plan, including managing peak flows at the Mid Town Road crossing through implementation of stormwater management recommendations.

Additionally, the City of Madison, has seen a recent increase in extreme flood events. This increase has occurred most notably in Madison since 2016, when a large and intense rain event in late July caused extensive flooding of public and private property on Madison's west side. Large events in July 2017 and June 2018 caused similar flooding, again largely focused on Madison's west side.

On August 20, 2018, Dane County experienced an unusual precipitation event that caused flooding in excess of that seen in any of the prior events mentioned. Rain gages monitoring that event registered between 3-4" of precipitation on Madison's east side and 8-10" of precipitation on its west side over approximately a 12-hr period. Many of Madison's west side neighborhoods experienced flash flooding, resulting in millions of dollars in property damage.

In response to the damage incurred, as well as the likely increasing frequency of such events due to global climate change, the Madison Common Council authorized the City of Madison Engineering Division (City Engineering) to develop watershed models and plans for watersheds of greatest concern in the Madison area. The watershed upstream of this location is rapidly developing and design of this pond system aims to mitigate the flooding impacts of further development.

A watershed study for the Lower Badger Mill Creek watershed that encompasses this area was completed in January 2021. The purpose of that study was to evaluate existing conditions in the watershed, which will be used as a baseline for evaluating designs that add detention.

City of Madison Engineering has created a working full-buildout model. The purpose of the modeling is to understand what the drainage conditions could be when the watershed is fully built-out. It has not gone through an exhaustive QA/QC process and thus should not be relied on as the basis for design alternatives, however, it can serve as a check on certain components of the design.

### 1.3 Project Area

The project area is situated on a series of parcels owned by the City and will be subdivided by Certified Survey Map (Exhibit 1). As noted in Exhibit 1, City lands total approximately 68.2 acres across the parcels, apportioned as follows: 16.7 acres for park purposes, 39.0 acres for stormwater purposes, and 12.5 acres will be sold for future development. The 13.8 acre parcel immediately north of Mid Town Road is currently in the purchase negotiation process and is not officially owned by the Stormwater Utility at the time of advertisement. An existing system of non-engineered ponds and low lying lands stretches across these parcels and conveys drainage from north to south. This area and the proposed pond system will be referred to as the Lower Badger Mill Creek Pond.

The project area covered in this RFP is generally bounded on the west by Meadow Road and several private properties that are currently in the Town of Middleton, on the north by a privately owned residential parcel with Meadow Road frontage, on the east by Hill Creek Park and the Hawks Landing residential development, and on south by Mid Town Road. The City is exploring additional land acquisition adjacent to the project area with the purpose of further expanding pond system footprint in the future, however, no imminent plans are in place for the potential acquisition and those lands should only be considered as part of a potential expansion if land acquisition is successful. It is expected that the CONSULTANT will complete site investigations to become familiar with the project area as part of their Proposal and throughout the project duration.

The City had wetland delineations conducted in 2016 and 2020 and wetlands were found in the project area. The City has also collected survey data for the project area. Additional survey of pond bathymetry and cross culverts under Meadow Road is being collected and will be available by the anticipated project start date listed in Section 3 of the RFP. The existing ponds and drainage way are not located within a mapped floodplain, but a mapped FEMA flood hazard area (Zone AE) is located directly adjacent to the site, south of Mid Town Road. The associated Flood Insurance Study, dated June 2016, refers to this drainage way as Dry Tributary to Badger Mill Creek.

### 1.4 Important Dates

Deliver Proposal no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: March 3, 2021  
Questions Due Date: March 19, 2021, 4:00 PM CDT  
Answers Posted Date: March 24, 2021, 4:00 PM CDT  
Proposal Due Date: March 29, 2021, 4:00 PM CDT

### 1.5 Format

Given the challenges in submitting physical documents currently, Proposals will be submitted in .pdf format via email (max size 17 MB).

The City will not consider illegible Proposals.

Elaborate Proposals beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

## 1.6 Delivery of Proposals

**PLEASE NOTE: due to the Covid-19 restrictions the Engineering office is currently closed to the public. In-person drop off of Proposals are currently not an option.**

Emailed Proposals will need to be limited to 17 MB or less. Please see section 3.3 for Submittal Details.

## 1.7 Appendix A: 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. Any proposed changes that the CONSULTANT may wish to seek that vary from the Sample Contract for Purchase of Services shall be identified in the proposal and will be reviewed by the City to determine acceptability prior to CONSULTANT selection.

The Scope of Services developed by the CONSULTANT shall become part of the Contract for Purchase of Services.

## 1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: [www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms](http://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms) or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All Contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for Contractors: [http://www.cityofmadison.com/civil-rights/documents/RaISE\\_Job\\_Posting\\_Instructions.pdf](http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf)

The complete set of Affirmative Action requirements for this purchase can be found in **Section 13 of Appendix A – Sample Contract for Purchase of Services.**

## 1.9 City of Madison Contact Information

The City of Madison is the  
procuring agency:

Matt Allie  
City of Madison Engineering Division  
mallie@cityofmadison.com

For questions regarding  
Affirmative Action Plans please  
contact:

Contract Compliance  
Department of Civil Rights  
City-County Bldg., Room 523  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
PH: (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.

#### 1.10 Inquiries and Clarifications

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the City 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 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

Any questions regarding the submittal process and/or aspects of the RFP may be made via e-mail to Matt Allie at [mallie@cityofmadison.com](mailto:mallie@cityofmadison.com). Only email communications will be accepted.

An acknowledgement of receipt of the questions will be emailed to the CONSULTANT as the questions are received. No questions will be accepted after 4:00 PM (CDT) March 19, 2021. All questions and responses will be sent and posted no later than 4:00 PM (CDT) March 24, 2021.

#### 1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will provide an addendum to all Proposers. The addendum will be provided via email to the contact listed on the RFP. If other group members would like to be included on the email for addendum it is the Proposer’s responsibility to identify those persons wishing to receive the email.

#### 1.12 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).

#### 1.13 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 the due date listed in Paragraph 1.4.

#### 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, shall 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 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.

#### 1.19 Proposer's 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 PROJECT GOALS, TASKS, ROLES AND RESPONSIBILITIES

The purpose of this project is to develop a phased design for the Lower Badger Mill Creek Pond system. The final design shall meet the project goals detailed in Section 2 of this RFP. The CONSULTANT shall submit an annotated/revise/amended Scope of Services as part of their proposal. This Scope of Services will be used as an attachment to the Contractor for Purchase of Services, and shall specifically outline all necessary steps to be completed in this design.

The City typically conducts its greenway and pond design in-house and has greenway and pond design expertise. The City does not wish to dampen CONSULTANT design creativity, however, the City expects the design process will be collaborative with the appropriate level of discussion throughout the duration of the project. Based upon public acceptability, not all designs may be suitable for implementation, and the CONSULTANT shall be willing to modify designs based on City input. Check-ins with staff will be required to obtain the appropriate guidance as the projects proceed.

Based on the project conditions and the goal to maximize storage, the project scope and deliverables have been defined in a detailed manner and in such this project does not lend itself deviation from the scope provided. However, CONSULTANTS may provide options that vary from the scope provided as long as the original project goals are maintained.

### 2.1 Project Goals

This project has five primary design goals.

1. Flood Reduction Adjacent to and Downstream of the Pond System:

The City of Madison has several flood reduction goals. One of the goals is to try to eliminate private property damage during the 1% chance (100-year) storm. It is understood that flood and peak flow reduction goals will be challenging to meet in this area. Therefore, the CONSULTANT should maximize flood reduction and detention to the greatest extent possible, while incorporating the other project goals and keeping project costs to a reasonable level. It is anticipated that upstream flooding solutions will direct additional flow to the pond system in the future.

2. Dredge Accumulated Sediment and Add Flood Storage Capacity:

The existing ponds have filled in with sediment over the years since it was constructed. The pond's original grading was not designed for regional flood mitigation and the City has recently acquired the parcels where the pond is located. There is space on these parcels to significantly expand the pond footprints and the City wishes to maximize flood storage capacity, while incorporating other project goals. Additionally, the City wants a low-flow pumping station to draw down the normal water elevation in between storm events to be designed and included in the bid documents.

3. Wetland Restoration and Ecological Enhancement:

The project site contains 17.55 acres of delineated wetlands, 6.84 of which are open water. The delineation reports have been attached for reference. Disturbance to wetlands will require Wisconsin Department of Natural Resources (WDNR) and U.S. Army Corps of Engineers (USACE) permits, and will likely require the purchase of wetland mitigation credits to offset the project impacts. The CONSULTANT shall keep minimization of mitigation credits at the forefront of their design considerations. The CONSULTANT shall work with WDNR to find favorable solutions to reduce mitigation credit purchases, which may include constructing enhanced wetland areas on site.

Ecological restoration, outside of wetlands, shall also be integral to the design. Considerations for restoration plans should play a part in the design of berm slopes, safety benches, overall grades, sight buffers, etc.

4. Enhanced Recreation:

Although the primary purpose of this project is to create a flood management facility, the site provides a unique opportunity to combine stormwater management with recreational opportunities. The stormwater utility parcel abuts the City of Madison's Hill Creek Park and further expansion of that complex is planned for the near future.

Integrating the land use to benefit both Stormwater Utility and Parks will be an important aspect to the overall design. Therefore, the CONSULTANT shall consider and include recreational opportunities in their design, which may include, walking paths, boardwalks, single-track bike paths, passive recreation, etc.

5. Accommodate Pedestrian Pond Crossing:

The Lower Badger Mill Creek Pond parcels are positioned to be an extension of recreational open space and a variety of pedestrian walking/biking paths accessible from neighboring plats and parcels. The CONSULTANT shall layout pond connections and embankments to accommodate street and pedestrian path cross sections at waterway crossings within the proposed pond system while balancing pond storage and cost. Up to two pond and greenway crossings at culverts are anticipated in the system.

## 2.2 Noted Design Components

The CONSULTANT shall include the appropriate sheets and specifications in the final bidding documents and during each review. At a minimum, the design shall include the following components:

### **Design Component A. Manage Utility Conflicts**

Avoid utility conflicts where possible. Where not possible, CONSULTANT shall work with the City and/or private utility companies to identify utilities in conflict and the feasibility of relocating. CONSULTANT shall lead the coordination with the appropriate utility companies and/or the City.

### **Design Component B. Street and Bike Path Considerations**

The City of Madison will be responsible for street and bike path design associated with this project. The right-of-way necessary to complete the road construction has been fixed. Street location can be shifted within the right-of-way, but alternatives requiring significant alteration to the street layout should be avoided. Any changes in street or path layout shall be coordinated with the City to ensure that the land records/mapping process is not adversely impacted. Street design will include provision of street lighting. The anticipated cross-sections for streets and the bike path can be found in the City of Madison Standard Specifications for Public Works Construction (2021 Edition) – Part VIII: Standard Detail Drawings, as listed in the notes below.

Special items of note:

- Streets and bike paths shall remain outside of the 1% chance storm detention area. Culvert crossings connecting the pond system may be allowed to overtop during events larger than the 1% chance storm. As described in Design Component D, safe overflow routes for storms larger than the 1% chance storms shall be facilitated by embankment grades at crossings. Street design will be completed by the City of Madison, but the CONSULTANT shall set all embankment and all overflow grades at street/path crossings to ensure overtopping design criteria are met. These grades will be incorporated into street and bike path profiles during street design.
- The typical cross-section for proposed streets can be found in Standard Detail Drawing (S.D.D.) 4.02. Type A pavement will be used on the new streets. The CONSULTANT shall design appropriate berm and shelf widths to accommodate the proposed street and path cross-sections. Minor alterations to these cross-sections may be made as designs are finalized. The CONSULTANT shall coordinate with the Streets Project Engineer to verify berm and shelf widths.

- Paved bike path typical cross-section can be found in S.D.D. 4.08 (uniform cross slope)
- The Blue Harvest Lane cross-section will include only a bike path along the south side of the road and no sidewalk on the north side of the road.
- The Feather Edge cross-section will only include sidewalk on the east side of the road.
- Future expansion of Meadow Road shall be considered in the pond design. The future Meadow Road right-of-way will extend 45 feet east of the existing street centerline, and is anticipated to include sidewalk constructed 1 foot off of the future right-of-way boundary. The CONSULTANT shall either keep all pond grading outside of the future right-of-way, OR coordinate any proposed grading with the Streets Project Engineer to confirm that pond grading will not be impacted by the future roadway expansion. The typical cross section for the expansion of Meadow Road will also be based on S.D.D. 4.02, with Type C pavement.
- All embankments adjacent to bike path shoulders shall have a side slope of 4:1 or flatter. If a steeper slope is desired, the CONSULTANT shall work with the Streets Project Engineer to determine if wider shoulder width or railings are feasible. If not, the grade shall be brought into compliance.
- Considerations will need to be made to provide gas and electric road crossings to access the parcel that will be sold for future development. The specifications will need to include utility coordination language that references such crossings, if necessary.

### **Design Component C. Protect Private Property**

No grading will be permitted on private property, other than that necessary to create appropriate drainage through any proposed berms. If grading is proposed on lands not owned by the City, grading easements shall be acquired if the City is in agreement with the design approach. Grading may be permitted on City of Madison Parks Division lands, but shall not be proposed without written consent from Parks. Proposed disturbance limits shall be called out in the construction plan set.

Stormwater Utility land surrounds several privately owned parcels in the Town of Middleton with frontage on Meadow Road. These residences also occupy some of the lowest elevations on the site. If embankments adjacent to these properties are constructed, it will alter their drainage and create an enclosed depression. Therefore, the CONSULTANT shall develop a design that allows drainage from the private parcels to the proposed pond, but prevents the pond storage from impacting these parcels.

Additionally, the CONSULTANT shall manage stormwater flowing onto the Meadow Road parcels. This may include preventing offsite drainage from reaching these parcels using one or more of the following approaches: re-routing upstream ditches, constructing storm sewer on Meadow Road, or other improvements or modifications to the local drainage patterns. When accounting for drainage on these parcels the intent is to not worsen their existing drainage and inundation conditions. Any water ponding on private property shall be kept to a reasonable level during storm events, when it is assumed that water will not be able to drain from these parcels to the pond by gravity.

### **Design Component D. Embankments and Emergency Overflow Routing**

The privately owned parcels along the west side of the project area, with frontage on Meadow Road, occupy some of the lowest elevations on the site. While constructing embankments adjacent to these parcels would disrupt local drainage and create an enclosed depression, embankments may be required to ensure private property isn't subject to accepting additional stormwater spilling over from the detention basins. It is expected that magnitude of flooding in this manner would be considerably greater than that caused by on-site drainage. Every effort must be made to avoid causing flooding on private property that is worse than the existing conditions.

In light of this, the CONSULTANT shall design any embankments adjacent to private property in a manner that prevents overtopping, even in catastrophic storm events. The CONSULTANT shall analyze any proposed alternatives to demonstrate that flood impacts to private property are mitigated and that safe overflow alternatives to embankment overtopping are utilized. The City's preference is that embankments are designed on the high side as a conservative consideration to protect private property.

Consistent with Section 37.05 of the Madison General Ordinances, safe overflow routes through the site shall be established for flow resulting from the 0.2% chance (500-year) design storm. The 0.2% chance storm shall be conveyed using a combination of pipes and surface flow such that it may use both public and private property for surface flow, but shall not impact private structures.

### **Design Component E. Embankment Stability Geotechnical Analysis**

The CONSULTANT team shall include members with expertise in soils and geotechnical analysis for embankment design and construction. In areas where embankments will be located, topsoil shall be stripped from the footprint of the embankment and replaced with compacted material as a base. The design shall include considerations to reuse on-site material in embankments. In locations where a street or path is located along the embankment, it shall be designed to provide the necessary support and stability for those elements.

The City of Madison has a term contract for geotechnical services. Additional borings, additional soil analysis, and on-site construction testing and supervision will be provided by the City and its geotechnical contractor, under direction of the CONSULTANT.

### **Design Component F. Storm Sewer**

Any culverts at roadway crossings shall be sized such that there is no road overtopping during the 1% chance storm or more frequent events. The City's Standard Specification for box culverts requires that the contractor provide shop drawings and a box culvert structural design stamped by a professional engineer. If box culverts are included in the design the CONSULTANT will be responsible for reviewing the box culvert shop drawings and design, covered in Task 15.

Any pipes or other conveyances that provide drainage to enclosed areas behind embankments proposed along the west side of the site shall be sized for the 1% chance storm. Any such conveyances will also need to be outfitted with one-way check valves that allow flow only to leave the enclosed area, if determined to be a suitable design component.

### **Design Component G. Sanitary Sewer**

Significant issues with sanitary sewer infiltration and inflow exist in this area. External joint seals will need to be added on all existing sanitary sewer access structures located within 100 feet of an area inundated during the 1% chance storm. Sanitary access structures shall not be located within the 1% chance storm detention area.

The sanitary sewer lift station on Mid Town Road is expected to be relieved by MMSD in 2024-25, which entails taking the lift station off-line and putting a gravity sewer main into service. However, to mitigate risk between the time of construction of this pond system and relief of the lift station, the CONSULTANT shall evaluate flood inundation depths around the lift station. The evaluation will include comparison to critical elevations on the lift station and a recommendation for flood-proofing (ie. structural, terrain-based, etc.) should be made depending upon the level of risk present.

### **Design Component H. Pond Storage Expansion Design and Phasing**

There is space within the 39 acres designated for stormwater purposes to significantly expand the existing pond footprints. One the City's primary goals is to maximize flood storage capacity for the 1% chance storm while incorporating the other project goals and constraints. There is also potential for the pond system to contribute to water quality improvement goals for smaller rainfall events (e.g. 1-year storm). A weir with moveable plates to allow future modification by the City should be considered and incorporated if determined to be a suitable design component.

Additionally, the City anticipates needing to pump down the wet pond normal water elevation between storm events for additional storage. A wet well/dry well pump with capacity in the range of 8 cfs to 18 cfs (depending on drawdown of 3 days to 1 day, which we anticipate will need to be decided based on bank

stability and vegetation survival considerations. It is anticipated that the pump station will need to be connected to the City's SCADA system, however, the City is currently working to better define this need. As such, the cost of this service should be provided separately in the Cost Proposal Sheet in case it is determined to be unnecessary. Pumping down the normal water level in the pond system by two to three feet is expected to provide a meaningful increase in storage potential. Proposals should include a cost estimate for design of a pump system meeting the performance specifications described above. Additional discussion of pump type, performance, and opportunities for cost reduction can be provided in proposals. The pump system will need to be designed and included in the plans and specifications.

The ponds shall be designed such that the storage capacity can be increased if/when adjacent parcels are acquired by the City. Parcels that should be considered for future pond expansion are marked in Exhibit 1. This includes incorporating flexibility into the size, configuration, inverts, etc. of outlet structures to accommodate future connection to additional ponds within the system. Conceptual layout of phased future expansion alternatives for the pond system will be included in the deliverables. Future expansion of the ponds should be conceptually modeled to demonstrate efficacy and benefit of the proposal, but detailed plans will not need to be prepared for these areas. Plans and bidding documents will only need to be prepared for the first phase of construction (ie. work on lands currently held by the City of Madison).

The City anticipates that up to two (2) additional meetings may be required to provide input on iterations and judgement on design impacts of phased expansion of the pond system in the future.

#### **Design Component I. Maintenance Access and Considerations**

Sanitary sewer access provided by the included street and path layout shall be maintained. If changes to the street or path layout are proposed, alternative access to sanitary access structures shall be provided in the design. Top of embankments shall be a minimum of 12 feet wide even if they won't accommodate a street or pedestrian path to provide access for maintenance vehicles. Consideration should be used for size, weight, and maneuverability of vehicles needed for accessing the site.

Incorporate dewatering shelves/areas in the pond layouts if they can help the City realize future maintenance, dredging, or hauling benefits.

#### **Design Component J. Wetland Impacts and Mitigation**

Wetlands were delineated on 17.55 acres of the project site and open water comprises 6.84 acres of that total. In order to maximize storage on the site, it is assumed that the open water area will be expanded, resulting in wetland conversion. Because the purchase of wetland mitigation credits could be prohibitively expensive for such a large area, the CONSULTANT shall consider wetland restoration and enhancement on site.

The CONSULTANT shall work with WDNR and USACE to prioritize on-site ecological enhancement, for the purpose of bettering the site and minimizing mitigation credit purchase.

The CONSULTANT shall prepare a maintenance plan, in conjunction with the City, for any sensitive ecological enhancement areas, including wetlands, shallow marshes, etc. The maintenance plan should detail requirements for establishment, as well as long-term maintenance. The CONSULTANT shall also prepare a restoration plan for all areas of the site disturbed during construction and ecological value should be centered in that plan.

#### **Design Component K. Facilitate Recreational Opportunities and Natural Amenities**

City of Madison Parks Division owns land that will expand the existing Hill Creek Park, which is adjacent to the Stormwater Utility parcels. Due to the size of this parcel, there is ample opportunity to expand the single-track trails. Additionally, with the wetland and environmental enhancement goals, walking/biking paths and opportunities for passive recreation should be considered in the design.

The current proposal for the Parks land is naturalization of the hillside and construction of off-road, or single-track, bike amenities. These amenities will likely include both the existing hillside located in Hill Creek Park and the newly acquired park land shown on Exhibit 1.

Hill Creek Park off-road bike amenities will likely consist of a perimeter trail and 3-4 interior downhill tracks of various difficulties located on the hillside. The trail on both the perimeter loop and downhill tracks shall be approximately 4 feet wide and be comprised of natural surface such as dirt, stone, gravel, or pre-fabricated elevated wood features.

There is also the opportunity to expand both off-road bicycle trails beyond the park land onto the Stormwater Utility land. Single-track bike trails on the Stormwater parcel would ideally form one or more closed loops and shall be comprised of dirt, gravel, and stone to form a durable surface. Proposed off-road bike trails could be built in conjunction with other grading features and run the perimeter of the site.

Proposed off-road bike trails shall be constructed per the following criteria and as shown in Exhibit 2:

- 6' wide corridor for mower and equipment access
- 18" wide trail tread width
- "Benched" tread with cross slope of approximately 5% where possible
- Separated from paved paths, walking trails, and other amenities by at least 8 feet
- Contain crossings of other trails, paths, and roadways only at designated intersection points with adequate visibility and markings
- Avoid low or wetland areas
- Be located above the 10% chance event flood elevation

Hiking trails could be constructed in a similar manner to off-road bike trails but shall be separate and only cross at designated intersections. Hiking trails will also have a 6' wide corridor for mower and equipment access, and a 18" wide tread width; the cross slope will be 2% where possible.

#### **Design Component L. Coordination with Adjacent Municipalities**

The City parcels abut the Town of Middleton to the north and west and the Town of Verona to the south. The CONSULTANT shall keep these municipalities informed of pertinent design decisions. As discussed in the Project Responsibilities section below, the City will ensure that the appropriate representatives of these entities are invited to substantial meetings throughout the duration of the project.

#### **2.3 Project Draft Scope of Services**

The City has provided a draft Scope of Services in addition to outlining the goals of the project, the minimum tasks, and the responsibilities of the City and the CONSULTANT. The CONSULTANT shall provide an annotated Scope of Services with their Proposals documenting their assumptions and additional tasks they feel are important for the success of the project.

The annotated Scope of Services shall be submitted with a corresponding cost proposal that is broken down per item of the proposed Scope of Services. The annotated Scope of Services shall become part of the Contract for Purchase of Services for the project.

#### **Task 1. Review Existing Data and Identify Additional Data Needed**

CONSULTANT will review project base data provided by the City as identified in the Request for Proposals (RFP), and coordinate with the City and other utilities to gather additional base mapping.

Data to be provided by the City include the following, at a minimum:

- PC-SWMM 1D/2D Lower Badger Mill Creek Watershed Study model in complete digital format (completed in late 2020);
- Lower Badger Mill Creek Watershed Study Existing Conditions Report (dated January 2021);

- PC-SWMM 1D Lower Badger Mill Creek Projected Full Buildout Watershed Study model in complete digital format (completed in 2019)
- Topographic survey data, across the Stormwater Utility parcels;
- Borings and soils data (to be collected based on CONSULTANT input);
- Sediment analysis (to be collected based on CONSULTANT input);
- 2003 Lower Badger Mill Creek Stormwater Management Report
- Wetland delineation report and boundary in digital format (.dwg);
- Storm structure and pipe data;

CONSULTANT will coordinate with the City to acquire additional data as necessary. This may include soil borings, Utility Line Openings (ULO), additional tree survey and/or topographic survey data (including existing building lowest adjacent grade and low opening elevations), endangered species reviews, and sediment sampling as discussed below.

#### Task 1 Deliverables

- List of additional data needs
- Maps showing data need locations (if necessary)

### **Task 2. Review and Update Existing PC-SWMM 1D/2D Model**

The City has an existing watershed model that includes this pond and greenway system from the Lower Badger Mill Creek Watershed Study that represents land use and development conditions as of 2020. The model was created in PC-SWMM 1D/2D v7.3.3095. The CONSULTANT is expected to incorporate their design into the model to analyze changes in flooding.

The 2020 Lower Badger Mill Creek Watershed Study inundation maps demonstrate that areas upstream and downstream of the pond system will require additional flood reduction solutions to meet the City's flooding goals. These solutions will not be designed or implemented until after this project is complete. The CONSULTANT shall assume that any upstream solutions will not decrease the conveyance needs of the channel.

Efforts under this initial task will mostly be associated with becoming familiar with the current model, including its structure, calibration parameters, and operation. Depending on model solution run times, CONSULTANT may consider truncation of the 1D/2D model upstream from the anticipated project limits and replacement of that portion of the model with inflow hydrographs. This working model will only be used for initial design evaluations; the original complete model will be used for final design performance verification.

Once the design is complete, CONSULTANT shall provide a PC-SWMM 1D/2D model for the entire Lower Badger Mill Creek Watershed that incorporates the final design components.

#### Task 2 Deliverables

- Brief written summary of review (may be separate document or included in the Basis of Design Report, described in Task 9)
- Updated model with Final Design, including updated DEM surface, 2D nodes, and mesh

### **Task 3. Develop Sediment Sampling Plan and Dredging Plan**

CONSULTANT shall coordinate with the WDNR to determine if NR 347 is applicable to this project and if so, develop a sediment sampling plan in accordance with NR 347. It is expected that the sediment sampling plan will identify the need and locations for soil borings/testing. CONSULTANT will coordinate with WDNR to determine sample locations and testing requirements. The soil testing is to be done by the City's testing contractor. Soil exploration is to be coordinated by the CONSULTANT, but billed directly to the City by the testing firm.

The proposed design will incorporate dredging of the existing ponds during the process of expanding the pond footprints. Therefore, the CONSULTANT shall complete a dredging, dewatering, and spoils management plan in accordance with NR 528 as part of the project design.

CONSULTANT will assist the City in the development of a scope of services (number and location of borings, analyses to be completed) for sediment sampling and sediment testing to be completed under a separate contract with the City's selected geotechnical contractor. CONSULTANT will coordinate with the City's geotechnical contractor and City's Hydrogeologist to acquire the samples and perform required laboratory testing.

CONSULTANT will coordinate with WDNR, geotechnical contractor, the City's Hydrogeologist and analytical lab regarding the test results, and will define the significance of the test results as it pertains to the execution of the construction of the project.

CONSULTANT will incorporate provisions for the excavation, handling and disposal requirements of potentially contaminated spoils into the project specifications. The CONSULTANT shall coordinate with the City Project Manager on determining a spoils disposal location. The City will secure approval for disposal locations, including facilitating coordination with other City agencies where necessary. If necessary, the CONSULTANT shall prepare a dewatering plan and a dredging spoils disposal plan and incorporate into the project drawings – each plan shall consist of a single sheet depicting grading and erosion control at the remote site, as well as notes and details necessary to define the work.

CONSULTANT will coordinate with WDNR throughout sediment sampling and dredging dewatering, and spoils management plan development and approval process.

#### Task 3 Deliverables

- Sediment sampling plan
- Dredging, dewatering, and spoils management plan
- Correspondence with WDNR including list of all required permits
- Summary of coordination between City's Hydrogeologist, geotechnical contractor, Project Engineer and WDNR
- Specification language as necessary and where required within construction documents describing provisions for the excavation, handling and disposal of potentially contaminated spoils

#### **Task 4. Develop 30% Construction Documents and Cost Estimate**

CONSULTANT will prepare 30% construction documents for purposes of discussion with City staff. Documents will be prepared for up to three (3) alternatives, and will include large-scale plan and profile sheets along with conceptual details and cross sections in the style of renderings. Concept level cost estimates for each sub-alternative will also be prepared. The drawings and cost estimates will be delivered in digital format for review.

The City may wish to expand the project should the 30% conceptual cost estimate indicate the project will be less than the budgeted amount in the City's Capital Improvement Program. If the project exceeds the budgeted amount then the City reserves the right to remove portions of the design or only forward portions of the design to final bidding documents. Following submittal of the 30% conceptual cost estimate, the CONSULTANT will review the estimate with the City and discuss the potential of expanding or decreasing the scope of the project.

#### Task 4 deliverables

- 30% level plans and cost estimates for up to three (3) sub-alternatives (one (1) copy in .pdf format).
- AutoCAD/Civil3D design files including approximate grading limits and approximate overflow elevations and locations to incorporate into 30% roadway design plans by the City.

### **Task 5. Conceptual Design Refinement**

CONSULTANT will refine the existing PC-SWMM 1D/2D model of the Lower Badger Mill Creek Watershed to establish more discrete information describing existing flooding conditions within the project corridor and to evaluate up to three (3) alternative improvement options for the project. Alternatives generally refer to differences in cross-sectional shape and changes to hydraulic structures at pond outlets and roadway crossings. Additionally, as discussed in Design Component H, a conceptual layout of not more than two (2) phased future expansions of the pond system shall be provided. Future expansion of the ponds should be conceptually modeled to demonstrate efficacy and benefit of the proposal, but detailed plans will not need to be prepared for these areas.

Once the three (3) alternative improvements are defined, CONSULTANT will add each of them to the working Full-Build Out PC-SWMM 1D provided by the City. The purpose of this is to check the conservative design considerations, specifically the berm heights and other components that could impact private property flooding during extreme flood events.

The City has created a conceptual proposed street and path layout that is being provided with this RFP. It is expected that pond storage will be maximized within this layout. However, a degree of flexibility can be provided in the case that an alternative street layout opens up an opportunity for considerably increased storage.

In general, the CONSULTANT can assume that the City will provide CONSULTANT with a fully functioning, calibrated model of the watershed that can be accepted for design without qualification. However, CONSULTANT assumes that slight revisions to the model structure will be required to provide necessary additional detail to support the design including the following specific items:

Task 5 Deliverables (to be included in Basis of Design Report)

- Summary of model refinements
- Summary and results of each alternative
- Summary of phased future pond expansion concepts
- Input files for each model alternative (including DEMs used to create 2D nodes and mesh)

### **Task 6. Develop Permit Applications and Supporting Permit Application Documents**

CONSULTANT will determine the state, local, and federal permits needed for the project. Should additional permitting be required beyond those listed below, CONSULTANT shall provide a summary report to the City, along with a cost proposal for additional services related to the additional permitting efforts.

CONSULTANT will utilize the 60% construction documents to prepare supporting documents and permit applications for signature by the City. Necessary permit applications are anticipated to include the following:

- City of Madison Erosion Control
- Wisconsin DNR Construction Site Disturbance (WRAPP)
- Wisconsin DNR/USACE Permit for Wetland Disturbance
- Wisconsin DNR/USACE Permit for Dredging a Navigable Waterway
- Wisconsin DNR/USACE Permit for Stream Realignment
- Wisconsin DNR/USACE Permit for Streambank Stabilization
- Wisconsin DNR Permit for Culvert

CONSULTANT shall exercise judgement in regards to design aspects that impact wetlands so as to minimize the requirement to purchase mitigation credits to the maximum extent practicable. The scope of services for wetland permitting does not include mitigation services (such as identifying or designing off-site mitigation, purchasing mitigation credits for a wetland bank, etc.). CONSULTANT will provide City

with amount of mitigation needed and City will carry out mitigation process. To meet the intent of Design Component J, the CONSULTANT shall prepare a maintenance plan for any sensitive ecological enhancement areas, including wetlands, shallow marshes, etc. The maintenance plan should detail requirements for establishment, as well as long-term maintenance, to be included in the Basis of Design Report. The CONSULTANT shall also prepare a restoration plan for all areas of the site disturbed during construction and ecological value should be centered in that plan.

The CONSULTANT shall design a pond outlet that would avoid classification of the impoundment as a large dam. Correspondence with WDNR may be required to facilitate development of a design that works within the constraints of the agency's permitting requirements.

CONSULTANT shall provide City with permit fee amounts and City will provide payment. If wetland mitigation credits are required the City will facilitate the approval, purchase, and payment of the credits.

#### Task 6 Deliverables

- List of expected permits and associated fees
- Correspondence with WDNR
- Completed permit applications and supporting documentation
- Digital copies of letters of permit coverage. (Permit requirements will be incorporated into the 90% construction documents.)

#### **Task 7. Public Information Meeting**

Two public information meetings have been held to discuss the pond construction. The first meeting was held on May 23, 2018 and introduced residents to the general project need, scope, and plan. The second public meeting was held on July 16, 2020 and provided residents an opportunity to see general concepts for pond layout and conceptual layouts for the adjacent park parcel. Public feedback focused on aspects of the park expansion and no significant comments were received regarding the proposed pond layouts.

As part of the presentation at the second public information meeting, the City displayed conceptual layouts for proposed ponds, roads, and bike paths. The presentation from that meeting is included as Appendix B. The residents in the neighborhoods adjacent to the pond parcels are active and in response it is anticipated there will be a need to host a third public information meeting. The focus of this public information meeting will be the 60% design site layout as well as design components that enhance recreational and ecological benefits of the site, which are intended to compliment the adjacent park land. As such, the City expects that the Parks Division will participate in the meeting to share updates about the planned park expansion and receive feedback from residents. The City has a robust public outreach approach and the CONSULTANT is expected to lead the public outreach activities while following established City processes.

CONSULTANT will meet with City staff to review the documents, including a draft PowerPoint, in preparation for the Public Information Meeting (PIM). CONSULTANT assumes that this meeting will be conducted either in person or virtually, via Zoom, or another online platform. Two (2) CONSULTANT design engineers will attend the meeting and the meeting will last approximately one (1) hour.

CONSULTANT will conduct PIM. The City will facilitate scheduling PIM when CONSULTANT is approaching 60% design and will be able to produce displays for that level of design. The purpose of the meeting will be to provide an overview of the project components, project goals, project constraints, schedule, and 60% design/alternatives with the residents and stakeholders. At the start of the meeting CONSULTANT shall clearly define which aspects of the design public feedback may alter and which aspects are fixed to manage public expectations. CONSULTANT assumes that this meeting will be conducted either in person or virtually, via Zoom, or another online platform. Three (3) CONSULTANT facilitators will attend the meeting and the meeting will last approximately two (2) hours.

#### Task 7 Deliverables

- Meeting agenda and meeting minutes for meeting with City staff

- PowerPoint presentation for PIM that follow's city's standards
- PIM public attendee comment form, if deemed necessary
- Supporting exhibits to facilitate discussion (one (1) copy delivered digitally in .pdf format).
- Summary of meeting comments and discussion from PIM (one copy delivered digitally in .pdf format).

### **Task 8. Develop 60% Construction Documents and Cost Estimate**

Based on comments received through the PIM process and direction from City staff, CONSULTANT will advance the design of the preferred alternative to the 60% level, including an opinion of probable construction costs. 60% construction documents will include plan and profile sheets, cross section sheets, and detail sheets delivered to the City and other stakeholders in digital format. Grades impacting street and path profiles shall be set and considered final by this point in the design.

CONSULTANT will meet with City staff, and facilitate meetings with other utility companies to discuss the 60% design documents.

CONSULTANT assumes that coordination meeting(s) will be conducted in person or virtually, via Zoom, or another online platform. Two (2) CONSULTANT design engineers will attend the meeting and the meeting will last approximately two (2) hours.

Task 8 deliverables include

- 60% level plans and cost estimate for the preferred alternative (one (1) copy delivered in .pdf format).
- AutoCAD/Civil3D design files including approximate grading limits and approximate overflow elevation and locations to incorporate into 60% roadway design plans by the City.
- Meeting agenda and meeting minutes (one (1) copy delivered digitally in .pdf format).

### **Task 9. Basis of Design Report**

CONSULTANT will prepare a Basis of Design Report summarizing the project and major design parameters. The report will include:

- Summary of existing and proposed hydraulics of the system directly entering and leaving the pond system, as well as within the system
- Summary of public feedback, regulatory feedback, and utility coordination issues which influenced the design
- Assumptions made during design
- Copies of PIM and other meeting summaries and notes
- Copies of pertinent correspondence with utilities and associated base maps
- Copies of pertinent correspondence with regulators, permit applications, and permit coverage letters
- Copy of maintenance plan for any sensitive ecological enhancement areas discussed in Task 6
- "Live" copies of PC-SWMM modeling or other hydraulic models
- CAD design files

Task 9 deliverables include:

- one (1) copy of the Basis of Design Report in .pdf format
- one (1) digital copy of CAD files and hydraulic model files

### **Task 10. Develop 90% Construction Documents and Cost Estimate**

CONSULTANT will revise and continue developing the project documents to a 90% level of completion. Construction documents will include plan and profile sheets, cross section sheets, detail sheets, and

special provisions for the City's standard specifications. The opinion of probable construction costs will also be updated. All special provisions, bid items, and other public bidding requirements shall be done in accordance with the City of Madison Specifications for Public Works Construction (Current edition).

CONSULTANT will meet with City staff to discuss review comments from the 90% plan submittal. CONSULTANT assumes that this meeting will be conducted in person or virtually, via Zoom, or another online platform. Two (2) CONSULTANT design engineers will attend the meeting and the meeting will last approximately two (2) hours.

Prior to bidding, the bid documents shall be approved by the Board of Public Works and Common Council. Because the Board of Public Works meetings are held at set times, the CONSULTANT shall provide a tentative delivery date for final design documents with the RFP and shall refine this collaboratively, as necessary, with the City to incorporate the appropriate approval and bidding timeframes.

CONSULTANT shall prepare exhibits showing an overview of the project scope, including an overall cost estimate that summarize the proposed work for the Board of Public Works (BPW) and Common Council Approvals.

#### Task 10 Deliverables

- 90% level plans, cost estimate, and special provisions (one (1) copy of each in .pdf format and one (1) copy in Microsoft Word/Excel format)
- AutoCAD/Civil3D design files including approximate grading limits and approximate overflow elevations and locations to incorporate into 90% roadway design plans by the City.
- Meeting agenda and meeting minutes (one (1) copy of each in .pdf format)
- Supporting exhibits to facilitate discussion (one (1) copy delivered digitally in .pdf format)
- Exhibits delivered in digital .pdf format for BPW approval

#### **Task 11. Final Utility Coordination**

CONSULTANT will provide the 90% construction documents to affected entities in order to coordinate necessary utility relocations and project adjustments.

#### Task 11 Deliverables

- Correspondence sent to utility companies and responses provided

#### **Task 12. Develop Final Construction Documents**

CONSULTANT will develop final construction documents based on stakeholder comments, permit conditions, and City direction. Final construction documents will include plan and profile sheets, cross section sheets, detail sheets, and project technical specifications. The documents will incorporate all required design components that are applicable to the selected design. The opinion of probable construction costs will also be updated.

#### Task 12 Deliverables

- One (1) copy of final plans in .pdf format
- One (1) copy of construction estimate in excel format
- One (1) copy of special provision in Word document
- Proposed grading surface in Civil 3D format

#### **Task 13. Address Final Comments and Develop Final Bidding Documents**

The City has Final Design review process. The Final construction drawings and specifications are reviewed by the City Engineer and other City staff upon completion. Requested changes shall be incorporated in time to post the documents for bidding. The final construction plan and specifications routing sheet is attached as Exhibit 3 – Example Routing Sheet. CONSULTANT will make minor revisions and provide final bidding documents for the City’s use in letting the bid. Documents will be provided in the City’s preferred digital format.

CONSULTANT will provide engineering construction drawings (plans), engineering cost estimates, and special provisions; however, standard specifications and ‘front-end documents’ will be prepared by City staff.

CONSULTANT shall complete Table 1 below showing the assumed sheet names and number of sheets in the construction drawings. Plan views will be prepared at 1”=40’ scale for 11” x 17” prints.

Table 1 – Assumed Construction Drawings

Sheet Name (s)	Number of Sheets
Title Sheet, Legend and Identifiers	
Overview Sheet	
Details and Notes Sheets	
Site Erosion Control Sheets	
Site Removals and Demolition Sheets	
Pond Plan and Profile Sheets	
Greenway Plan and Profile Sheets	
Street/Utility Crossing Plan/Profile Sheets	
Storm Sewer/Culvert Schedule Sheet	
Site Restoration Plan Sheets	

**Task 13 Deliverables**

- One (1) copy of bid package in .pdf format
- One (1) copy of design files in CAD (.dwg) format
- One (1) copy of construction estimate in Excel format
- One (1) copy of bid item proposal sheet in Excel format
- One (1) copy of special provision in Word document
- One (1) digital copy of any additional files to complete project not in previous deliverables

**Task 14. Bidding Services**

CONSULTANT will develop a bidding schedule in coordination with the City. CONSULTANT will be available to answer bidder’s questions, and prepare necessary addenda to the bid documents. CONSULTANT shall provide an estimate of hours and cost that is anticipated for the labor effort for each deliverable listed below. The CONSULTANT shall assume that this includes the preparation of up to two (2) addenda to the bid documents.

If a pre-bid meeting is deemed necessary, CONSULTANT shall attend pre-bid meeting. Attendance includes preparation of agenda and meeting summary. A separate cost shall be provided for a pre-bid meeting.

**Task 14 Deliverables**

- Summary of bidder’s questions and project addenda in a format provided by the City (one (1) copy delivered in .pdf and Word document). The City will be responsible for posting addenda on BidExpress
- Pre-bid meeting agenda and meeting summary (if pre-bid meeting deemed necessary)

### **Task 15. Services During Construction**

CONSULTANT will attend the preconstruction meeting (to be administered by City staff). CONSULTANT will provide shop-drawing review as requested by the City. CONSULTANT shall provide an estimate of labor hours and cost to complete this task, and effort above that level will require additional fees. At a minimum, shop-drawing review will be required for box culverts.

CONSULTANT will provide limited support during this phase of construction only as requested by the City. The City has Construction Inspection staff to oversee the construction, and the City Project Manager will be the first contact for questions. The CONSULTANT shall be available as necessary to make plan revisions, provide estimated quantities for change orders, and complete site visits. Provide estimated hours and cost for each service:

- Conduct site visits as requested by the City
- Assist the City in responding to questions from the contractor
- Assist the City in preparing quantities for change orders as requested by the City
- Assist the City in preparing plan revisions as requested by the City

CONSULTANT will track labor hours for this task and inform the City when 80% of the labor hours are expended. Labor hours exceeding the budgeted time will require a contract amendment.

#### **Task 15 Deliverables**

- Shop Drawing Reviews (one (1) copy delivered in .pdf format)
- Preconstruction Meeting Notes (one (1) copy delivered in .pdf format)
- Plan revisions as necessary based on field changes

### **Task 16. Project Management & Administration**

CONSULTANT will perform necessary project management tasks to complete project including contract administration and invoicing, as well as coordinating with the City's project manager regarding project schedule, budget and deliverables. Additionally, activities will include managing CONSULTANT's project team to maintain focus on project goals and to bring to light any changed conditions with regard to the project which may need to be brought to the City's attention.

CONSULTANT will also facilitate and attend a project kick-off meeting, as well as monthly progress meetings throughout the duration of the project through bidding. Assume all project meetings will be held virtually through the fall of 2021. CONSULTANT shall assume there will be one (1) virtual kick-off meeting, as well as ten (10) virtual monthly progress meetings when providing a cost for Task 16 in the Cost Proposal Sheet. Consultants may propose additional meetings as an additional task, including meetings to discuss concepts for facilitating the phased expansion of the pond system in the future. Include unit costs for in-person and virtual meetings in the Cost Proposal Sheet, to be considered under conditions that allow in-person meetings to be held sooner than stated above.

#### **Task 16 Deliverables**

- Kick-off meeting agenda
- Kick-off meeting summary
- Progress meeting agendas
- Progress meeting summaries

## **2.4 Roles and Responsibilities**

### **Responsibilities of the City of Madison**

1. The City of Madison Engineering Division will provide the following data as described in Exhibit 4 – Data provided by City

- a. PC-SWMM 1D/2D Lower Badger Mill Creek Watershed Study model (completed in 2020)
  - b. PC-SWMM 1D Lower Badger Mill Creek Projected Full Buildout Watershed Study model (completed in 2019)
  - c. Preliminary footprint from City conceptual layout (.pdf) and proposed layout of streets and paths (.dwg)
  - d. Topographic survey data and base mapping for the Stormwater Utility parcels where the ponds will be located (.dwg)
  - e. Wetland Delineation Reports (.pdf) and digital delineated wetland boundaries (.dwg)
  - f. Geotechnical Exploration Report and soil borings
  - g. 2003 Lower Badger Mill Creek Stormwater Management Report
  - h. Storm structure and pipe data
  - i. Aerial photograph, DEM, contours, LiDAR
  - j. Historic flooding data
2. The City will coordinate public outreach meeting space (virtual or in-person), mail meeting notifications to residents, prepare and submit press releases, and update project website for meetings.
  3. The City will pay permit application fees.
  4. The City will provide the bidding contract template and City standard specifications for CONSULTANT use.
  5. The City will post the bidding contract, construction plans, and specifications for bidding and notify potential bidders.
  6. The City will facilitate all project approvals necessary for bidding and award of the project.
  7. Invite meeting attendees:
    - a. All meetings – invitees include City staff (Matt Allie, Caroline Burger, Janet Schmidt, Jim Wolfe) and CONSULTANT staff
    - b. Kickoff Meeting and the monthly progress meetings that correspond to 30%, 60%, and 90% design – additional invitees include City of Madison Parks Division, Town of Middleton, and Town of Verona.

### **Responsibilities of the CONSULTANT**

The CONSULTANT shall be responsible for the following:

1. Provide items identified in the final Scope of Work.
2. Provide a detailed schedule and project updates on a monthly basis, including development of milestones.
3. Prepare minutes for all meetings. Draft meeting minutes shall be provided in digital format to the City within 3 days for review and comment by staff.
4. Provide all necessary materials, prepare presentations, compile and document comments from the public for public outreach efforts.
5. Develop all necessary permit applications and supporting documents and notify City of cost of permits for City payment.
6. Provide construction drawings in Civil3D and .pdf format. Provide construction specifications in Microsoft Word and .pdf format, and consistent with City standard formatting. Multiple bid packages are possible to accommodate project phasing.
7. Provide all AutoCAD files used to create the design and associated plan set.
8. Provide revised model files updated to include final design. Provide any design files to the City.
9. Develop addenda, if necessary, for changes to construction plans or specifications during the bidding process.
10. The CONSULTANT will coordinate utility relocation with permission from the City.
11. The CONSULTANT shall adhere to CAD and plan standards defined in Exhibit 5.

### 3 SCHEDULE AND SUBMISSION CONTENT

#### 3.1 Timeline

TIMELINE	
RFP released	March 3, 2021
Submission deadline	March 29, 2021
Selection of Consultant(s)	April 5, 2021
Anticipated Project Start/Project Kick off Meeting	May 17, 2021
Anticipated Project Bid Date	March 17, 2022
Anticipated Project Construction Completion	October 31, 2022

#### 3.2 Submission Contents

There are no page limits for the Proposal submission. Please keep responses clear and concise.

#### Evaluation Criteria

Scoring will be weighted as follows:

1. 20% for Project Understanding and Approach
2. 20% for Team Composition, Performance, and Key Personnel
3. 20% for Relevant Project Experience
4. 5% for Commitment to Racial Equity and Social Justice
5. 5% for Local Vendor Preference
6. 30% for Cost

Below is a list of items required in each submittal section:

1. Cover Letter
  - a. Lead Consultant name and mailing address.
  - b. Contact person's name, title, phone number, and email address.
  - c. Signature of the individual(s) authorized to negotiate and bind the Consultant contractually.
2. Introduction
  - a. Describe the Team's understanding of the unique conditions of the pond system, challenges of the design/reconstruction, and discuss ideas for creative restoration options that could be applied to this project.
3. Project Approach
  - a. Provide a Scope of Services based on the RFP.
  - b. Clearly call out any areas where your proposed Scope of Services is different from the Scope provided in the RFP (additional tasks/services to be included as an appendix)
  - c. Where appropriate, provide additional information describing Team's recommendations for design of this project.
  - d. Describe how your team will ensure Racial Equity and Social Justice is a core principle throughout the duration of this project. Further explain strategies and techniques intended to encourage inclusive stakeholder engagement, just decisions making processes, and equitable environmental planning.

4. Team Composition, Performance, and Key Personnel
  - a. Summarize the Consultant Team's background and focus
  - b. Provide a Team organizational chart that identifies a project manager and the relationship among consulting team members, including sub-consultants.
  - c. Clearly state and succinctly summarize the Key Personnel's role for this project.
5. Relevant Project Experience
  - a. Provide up to 3 relevant projects, including Client and Project information, Team's responsibility in the projects, the challenges presented by each project, and the final results. Include which Key Personnel were involved.
  - b. Limit project examples to those completed within the last 10 years.
  - c. List the project year(s), Key Personnel, and Client contact person and telephone number for each.
6. Commitment to Racial Equity and Social Justice

The City of Madison's values include [racial equity and social justice](#), and wishes to contract with businesses who have similar values. Please indicate how the prime firm has prioritized racial equity and social justice in its operations, practices, and policies and which demographic groups were the focus of such efforts. Also describe the firm's measurable goals that comprise their racial equity and social justice initiative and the current progress towards meeting these goals:

  - a. Hiring and workplace culture
  - b. User-centered/innovative design
  - c. Community outreach
  - d. Hiring sub-consultant(s)
7. Schedule, Level of Effort, and Costs
  - a. Include schedule for completion by Task.
  - b. Provide information showing Team can meet schedule outlined in this RFP. For example, include percent availability for Key Personnel.
  - c. Prepare Cost Proposal and include with submittal. Costs to include:
    - i. List proposed costs by proposed Scope of Work Tasks
    - ii. Provide a total not-to exceed dollar value for any reimbursable expenses associated with each individual task, including the type of expense, such as mileage, printing expenses, etc.
  - d. Provide detailed project budget, estimated hours by position title per task, and billing rates for all personnel to be assigned to the project.
  - e. In separate table, list cost per meeting and number of assumed meetings. Meetings expected include, at a minimum, a Kick-off meeting, Public Information Meeting, and Coordination meetings.
  - f. Due to COVID-19, anticipate all meetings will be held virtually. Provide separate cost in case in-person meetings are required.
8. Attachments/Appendices
  - a. Resumes (suggested length: 2 pages maximum per resume)
  - b. References: Provide three references for the Consultant team. Include the reference contact's name, address, phone number and relationship to the firm/team.
  - c. Additional Tasks or Services: Consultants may offer suggestions for additional tasks to be conducted during the project. Provide a summary of the tasks that were not identified in the provide Scope of Work, along with a separate line item with costs for those services they wish the City to consider.
  - d. Comments on Contract Standard Terms and Conditions: The entity that would enter into the contract with the City for the RFP will need to be able to meet the City's Standard Terms and Conditions or be able to come to a mutual agreement with the City on the Standard Terms and Conditions. If they are not able to meet those conditions it may impact the City's selection. Firms should acknowledge if they are able to meet the City's Standard Terms and Conditions or if they have had experience with successfully negotiating mutually agreeable exceptions to the City's standard language. Consultants will need to comply with the Department of Civil Rights Affirmative Action plan requirements and will be expected to meet those requirements as part of the purchase of services.

### 3.3 Submittal Details

Submit Proposal via email by 4:00 PM (CDT) on March 29, 2021:

City of Madison Engineering Division  
Lower Badger Mill Creek Ponds Flood Mitigation and Restoration Design  
Attn: Matt Allie  
mallie@cityofmadison.com

Complete submittals shall consist of one (1) electronic copy in .pdf format containing the entire response. Incomplete submittals shall not be considered.

#### **4 EVALUATION OF PROPOSALS**

Responses to this RFP will be reviewed by a Selection Committee chosen by the City Engineer based on the appropriateness of the Proposal, budget, and ability to meet the proposed timeline.

If necessary, the City Selection Committee may elect to interview a subset of respondents to this RFP to better understand differing proposed approaches to the projects. Each interview will be scheduled by the City following submission of all Proposals. The City reserves the right to interview any subset of respondents the Selection Committee chooses for further review.

**Cost Proposal - Lower Badger Mill Creek Pond**

		Task or Item	Cost
<b>PRELIMINARY DESIGN</b>		Task 1. Review Existing Data and Identify Additional Data Needed	\$
		Task 2. Review and Update Existing PC-SWMM 1D/2D Model	\$
		Task 3. Develop Sediment Sampling Plan and Dredging Plan	\$
		Task 4. Develop 30% Construction Documents and Cost Estimate	\$
		Task 5. Conceptual Design Refinement	\$
		Task 6. Develop Permit Applications and Supporting Permit Application Documents	\$
		Task 7. Public Information Meeting	\$
<b>DESIGN</b>		Task 8. Develop 60% Construction Documents and Cost Estimate	\$
		Task 9. Basis of Design Report	\$
		Task 10. Develop 90% Construction Documents and Cost Estimate	\$
		Task 11. Final Utility Coordination	\$
		Task 12. Develop Final Construction Documents	\$
		Task 13. Address Final Comments and Develop Final Bidding Documents	\$
<b>BIDDING &amp; CONSTRUCTION</b>		Task 14. Bidding Services	\$
		Task 15. Services During Construction	\$
	Task 16. Project Management & Administration	\$	
		Reimbursable expenses and incidentals (cost not to exceed)	\$
		<b>TOTAL COST</b>	\$

<b>Unit Costs</b>		Cost per Virtual Progress Meeting	\$
		Cost per In-Person Progress Meeting	\$
		Cost per Virtual Public Information Meeting	\$
		Cost per In-Person Public Information Meeting	\$
		Cost to Connect Pump Station to City's SCADA System	\$

<b>Additional Tasks</b>		Additional Task 17. Develop Second Bid Package	\$
		Additional Task 18.	\$
		Additional Task 19.	\$



## 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**  
**(Design Professionals)**

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

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

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

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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

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

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NONDISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

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

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE

EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

\_\_\_\_\_  
(Department or Division Head)

FOR THE CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

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

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

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

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**
- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
  - B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.
23. **COMPENSATION.**  
It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$\_\_\_\_\_.
24. **BASIS FOR PAYMENT.**
- A. **GENERAL.**
    - (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
    - (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
    - (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
    - (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
    - (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
    - (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
    - (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
    - (8) The City will not compensate for unsatisfactory performance by the Contractor.
  - B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
    - (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
    - (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
    - (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
    - (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.
25. **DEFAULT/TERMINATION.**
- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
  - B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.
26. **INDEMNIFICATION.**  
The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the contractors and/or any subcontractor's negligent acts, errors or omissions, in the performance of this Agreement.
27. **INSURANCE.**
- A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

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

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

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

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

29. **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. **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.
32. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**  
 This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

**CONTRACTOR:**

\_\_\_\_\_  
(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: \_\_\_\_\_  
Satya Rhodes-Conway, 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 Haas, City Attorney

Date: \_\_\_\_\_

**For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:**

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

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

By: \_\_\_\_\_  
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 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

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

**For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):**

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



## CITY OF MADISON

(STC-Form: 12/18/2018)

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

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.

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 \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 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 \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

### ARTICLE III

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

### ARTICLE IV

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

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

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

### ARTICLE V

(This Article applies only to public works contracts.)

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

### ARTICLE VI

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

### ARTICLE VII

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

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

### ARTICLE VIII

(This Article applies to public works contracts only.)

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

### ARTICLE IX

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

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

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

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 Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at [www.municode.com](http://www.municode.com) 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 without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. 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.

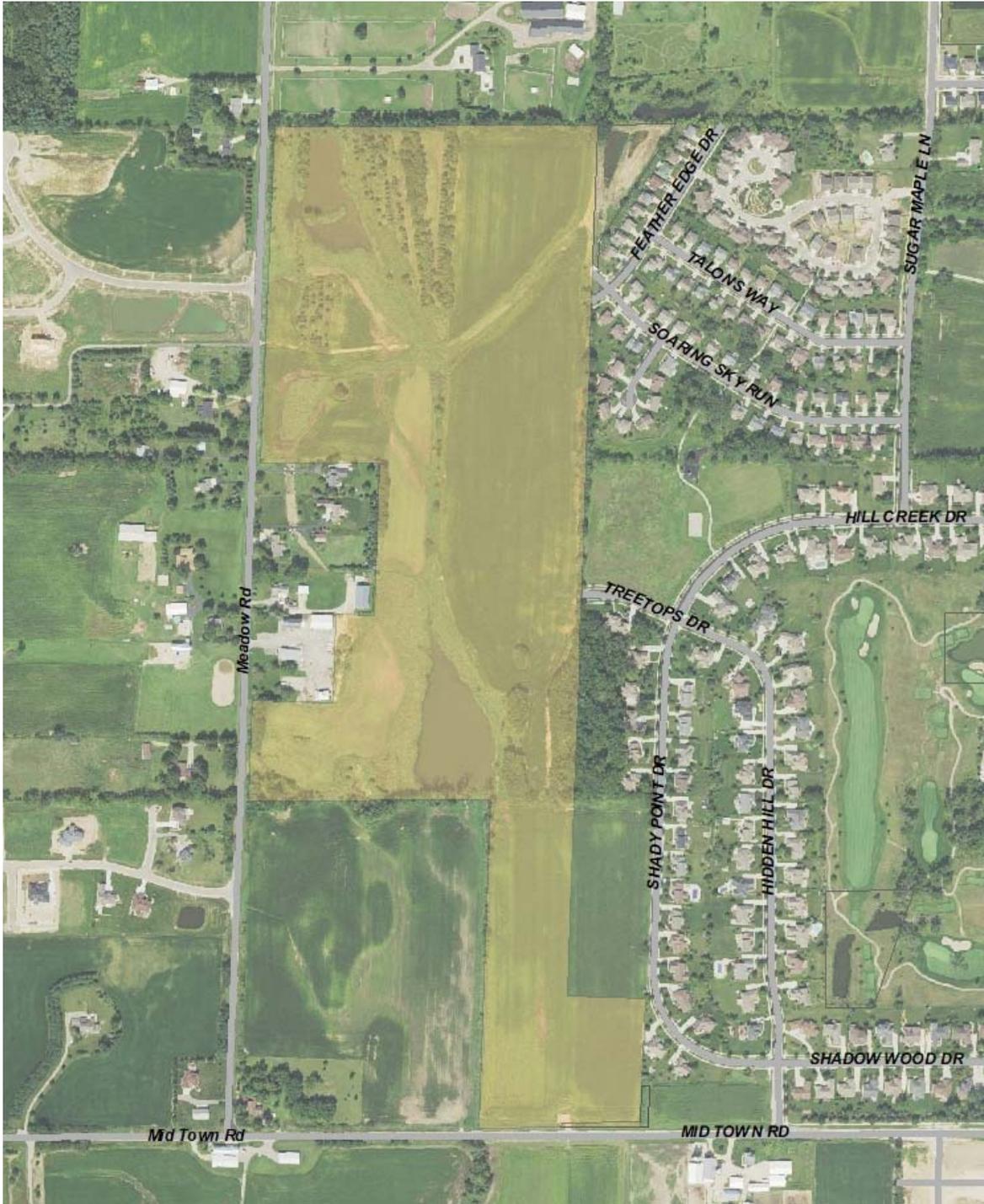
b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

- (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.



## INTRODUCTIONS

### Stormwater Utility

- Sally Swenson – *Pond Design*
- Janet Schmidt – *Principal Engineer*
- Lauren Striegl – *Stormwater Modeling & Project Engineer for Adjacent Projects*
- Caroline Burger – *Stormwater Modeling*

### Streets

- Chris Petykowski – *Principal Engineer (Jim Wolfe)*

### Parks

- Corey Stelljes – *Project Engineer for Hill Creek Park*
- Ann Freiwald – *Planning and Development Manager*

### Planning

- Tim Parks - *Planner*

### Alder

- Barbara Harrington-McKinney – *District 1*



## TONIGHT'S DISCUSSION

- Project Purpose
- Hill Creek Park Expansion
- Proposed Streets
- Stormwater Ponds
- Project Phasing
- Questions

*Photo Credit: Rick Miygawa*

Revised Resolution RPC No. 892

Amending the Dane County Land Use and Transportation Plan and Water Quality Plan by Revising the Central Urban Service Area Boundary and Environmental Corridors to Include the Mid-Town Road Amendment in the City of Madison and the Town of Middleton

WHEREAS, the Dane County Regional Planning Commission affirmed a Land Use and Transportation Plan and Water Quality Plan

WHEREAS, said plans delineate urban service areas as amer

WHEREAS, the City of Madison has requested an addition to has submitted the Mid-Town Road Amendment as a basis for that

WHEREAS, a staff analysis of the proposed amendment has amendment is generally consistent with adopted regional plans an service area expansions,

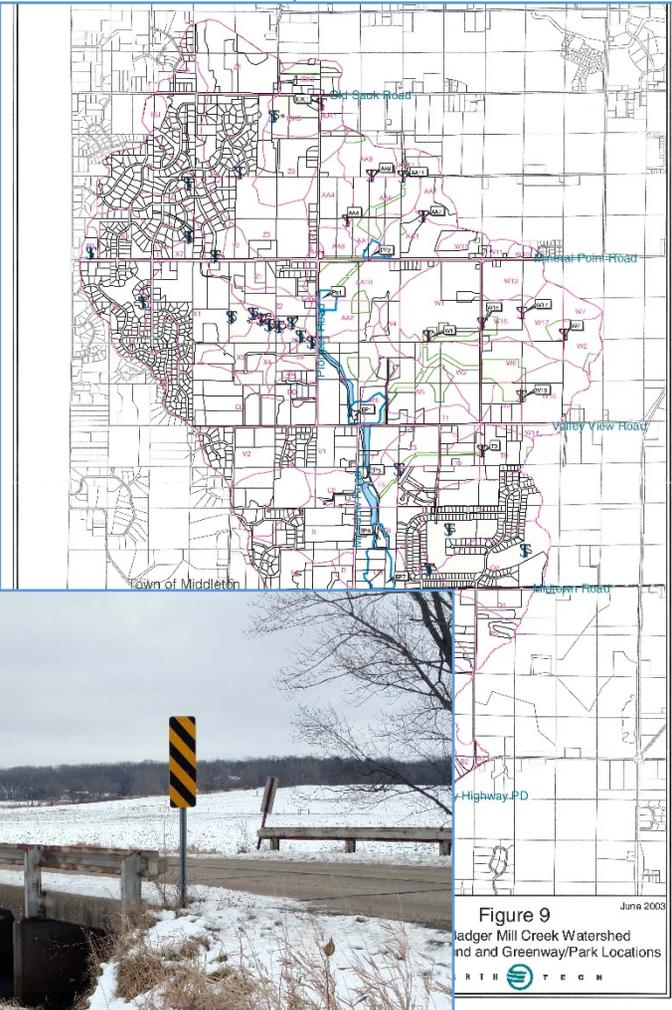
NOW, THEREFORE, BE IT RESOLVED that in accordance wi 208 of Public Law 92-500, the Dane County Regional Planning Cor Land Use and Transportation Plan and Water Quality Plan by revisi Boundary and Environmental Corridors in the City of Madison and the attached map.

Approval of this amendment is based on the land use and urb of this amendment, and on the City of Madison meeting the followi

- 1) Prior to commencing development in any part of the am management plans must be submitted which outline th proposed for the area to be developed, along with desi degree of control or mitigation of off-site water quality a stormwater plans should demonstrate that off-site wat gated to the maximum extent practicable.

2003 Stormwater Management Plan Map, Showing Proposed Ponds and Greenways

Dane County Regional Planning Commission  
Resolution to Approve Mid-Town Road Ammendment

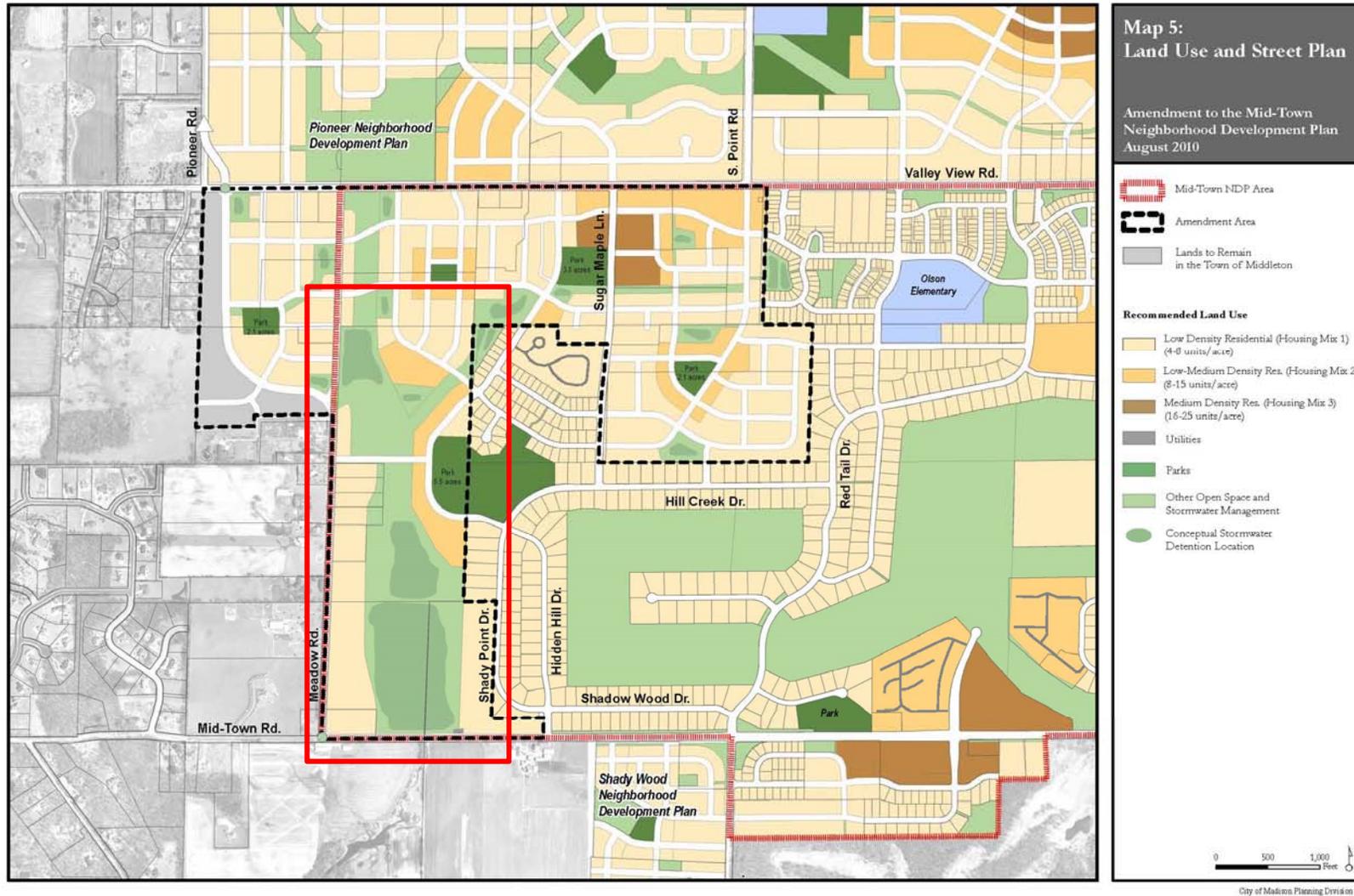


## PROJECT PURPOSE

- The City of Madison and the Town of Verona informally agreed to cap stormwater discharge at the municipal boundary, or Mid-Town Road Crossing.
- The 1999 Mid-Town Road Urban Service Area amendment required a comprehensive stormwater management plan
- The 2003, Earth Tech completed this stormwater management plan. The plan identified existing flow rates at Mid-Town Road and a method for managing storm runoff.

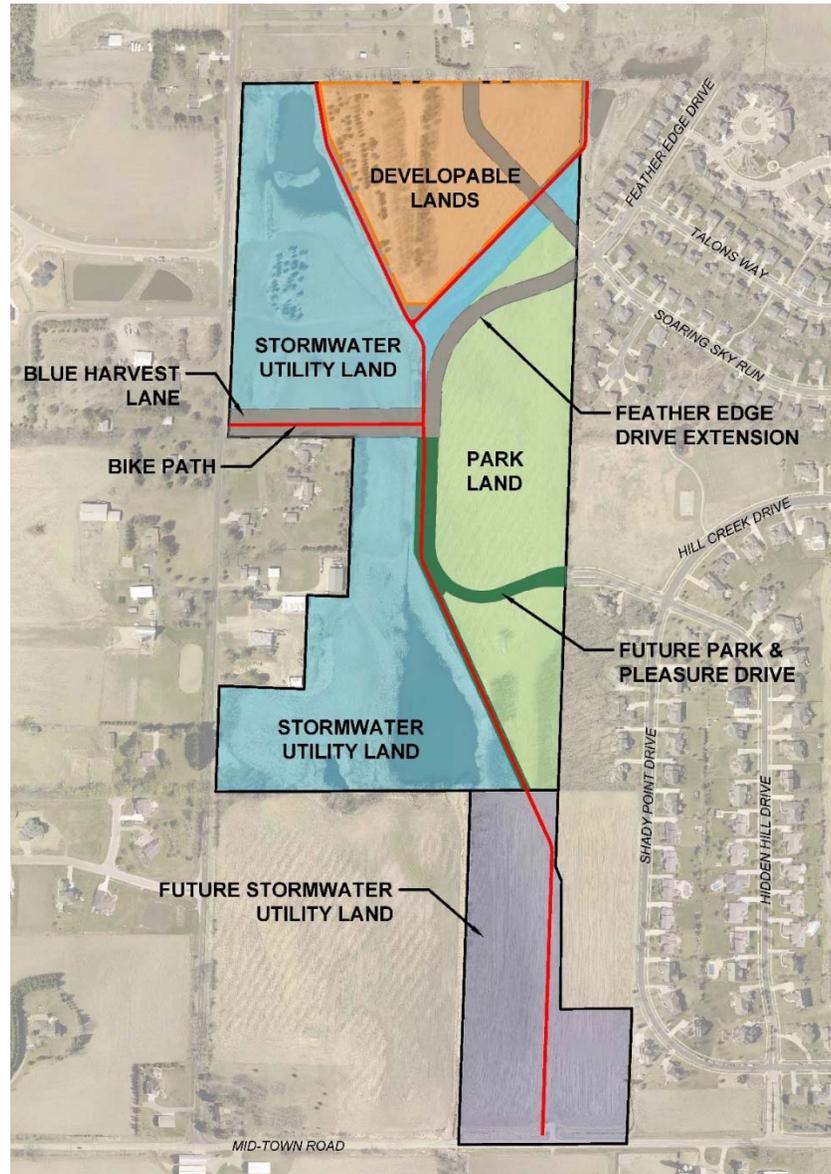


Lower Badger Mill Creek  
Mid-Town Road Crossing



## PROJECT PURPOSE

- The Mid-Town Neighborhood Plan was originally adopted in 1999. It was amended in 2001, 2004 and 2010.
- Neighborhood plans are used to direct development within the City.



## PROJECT PURPOSE

- The approved Neighborhood Plan also directs City-led projects, such as park development, street layout, and stormwater management.

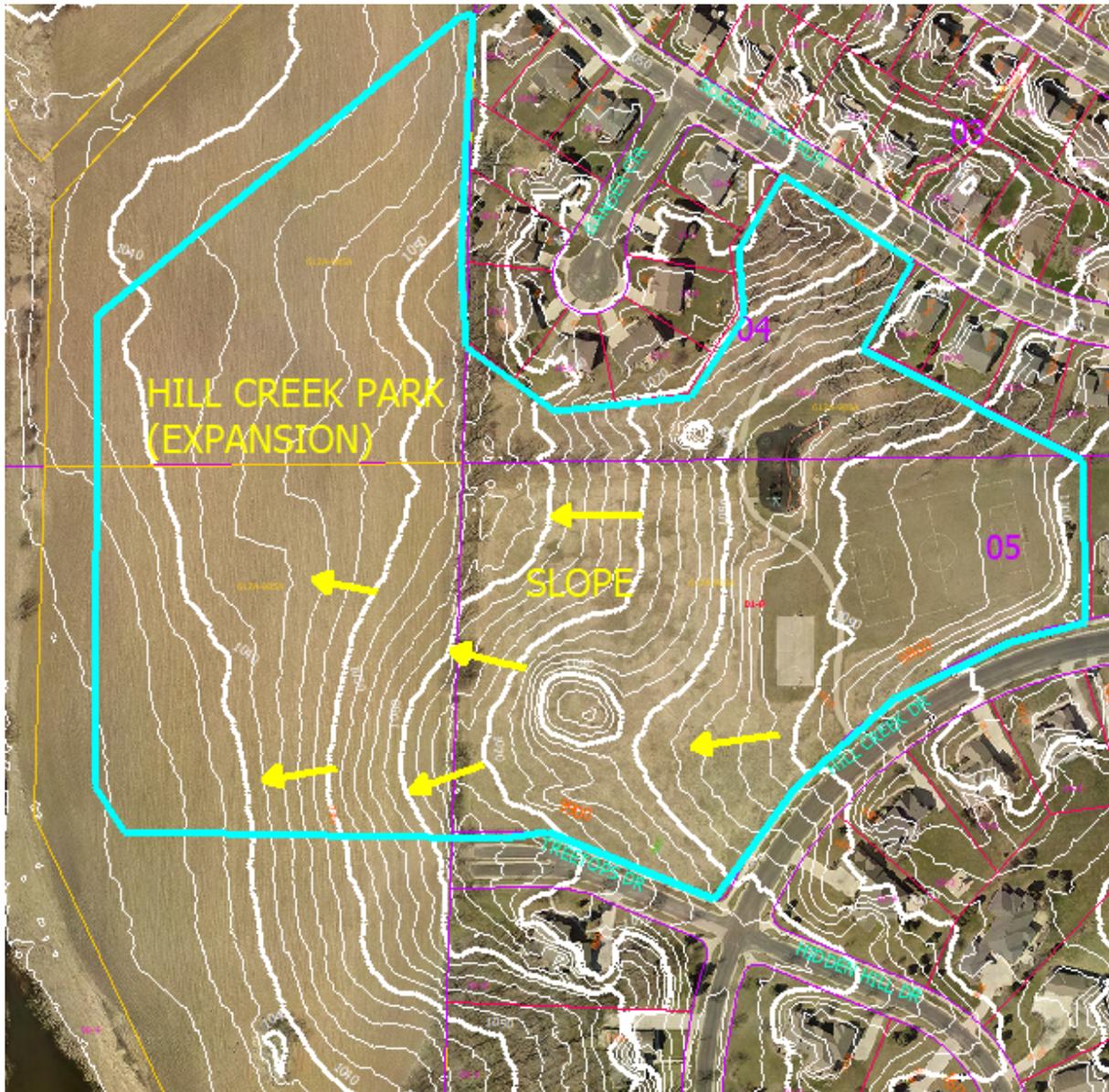
# PARK LAND

## Hill Creek Park

Existing amenities:

- Soccer/Softball field
- Playground
- Basketball
- Future shelter near playground





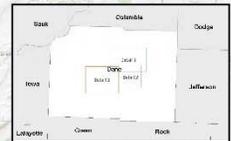
New and existing parkland  
Future Use

- Hillside Topo
- Not suitable for playfields
- Proposed new amenity in system
- Site identified in MadBAT Network (Preliminary)
- Off-Road Bike trails
- Natural Plantings/Open Space
- Future trail building project separate from stormwater
- Informational only
- Future PIM for trails
- Funding

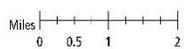
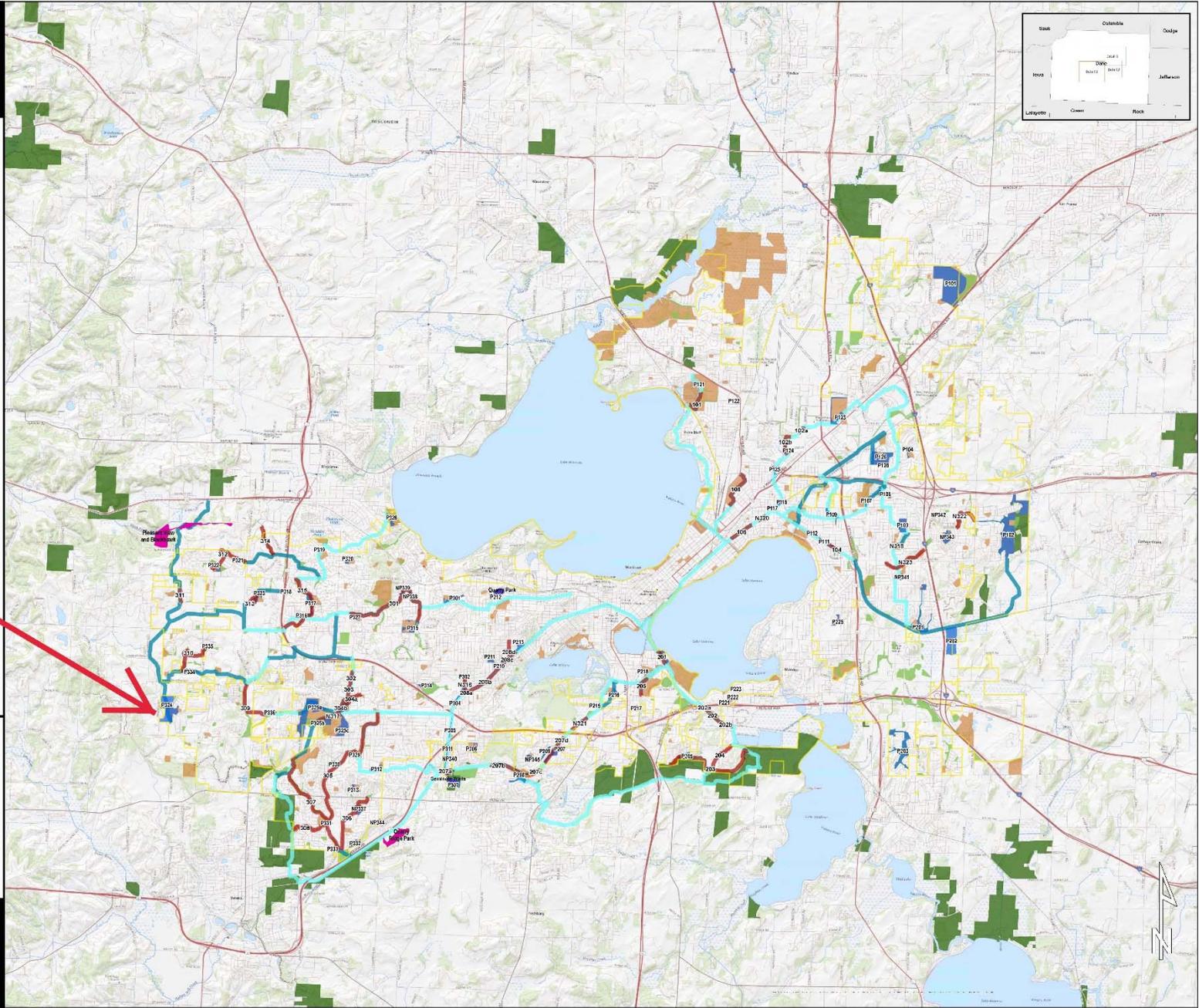
# DRAFT MadBATS Concept Plan

## Legend

-  Connections Using Existing Paths and Bike Routes
-  Connections Using Planned/Future Concepts
-  Proposed Linear/Parallel Natural Surface Trails
-  Proposed Bike Optimized Facilities in Existing Parks & Engineering Properties
-  Existing Singletrack Networks
-  City of Madison Parks
-  City of Madison Engineering Properties (Greenways & Ponds)
-  Dane County Parks
-  Madison City Limit



HILL  
CREEK  
PARK



**Draft  
Concept Plan  
(Vicinity/Complete A01)**



# Stacked Loop Bike Trails

Similar facility built in Wausau in 2016  
Easy Perimeter Trail  
2-3 Progressively more technical line options

**PROPOSED PARKING ①**  
Aerial view of a parking area with a building and paved lot.

**PUMPTRACK ②**  
Inner/intermediate configuration of rollers, berms and jumps.

**SKILLS AREA ③**  
Network of skills development features for beginner progression.

**BEGINNER FLOW TRAIL & RETURN LOOP ④**  
Will serve as beginner flow trail on east side and then as a return for all other flow trails. Initial grooming for fat bike access in winter.

**INTERMEDIATE FLOW TRAIL ⑤**  
Descending direction only with intermediate flow features.

**ADVANCED FLOW TRAIL ⑥**  
Descending direction only with more advanced features.

**EXPERT FLOW TRAIL ⑦**  
Descending direction only trail with expert jump/features.

**FUTURE TRAIL ACCESS TO COI ⑧**  
Potential link for community access in the corner of the park.

The central aerial map shows a green perimeter trail (1) and three progressively more technical flow trails (2, 3, 4) in blue, red, and purple. A yellow callout (2) is near the parking area, and a green callout (3) is near the skills area. The flow trails are labeled 4, 5, 6, 7, and 8 at various points along their paths.



Beginner Flow Trail  
Pleasant View Golf Course  
(Middleton)

- Variety of trail types
- Future public input for site
- With prairie and/or tree plantings



Intermediate Flow Trail  
(Hayward, WI)

## To Learn more or to ask a question

Visit our MadBAT Project page at:

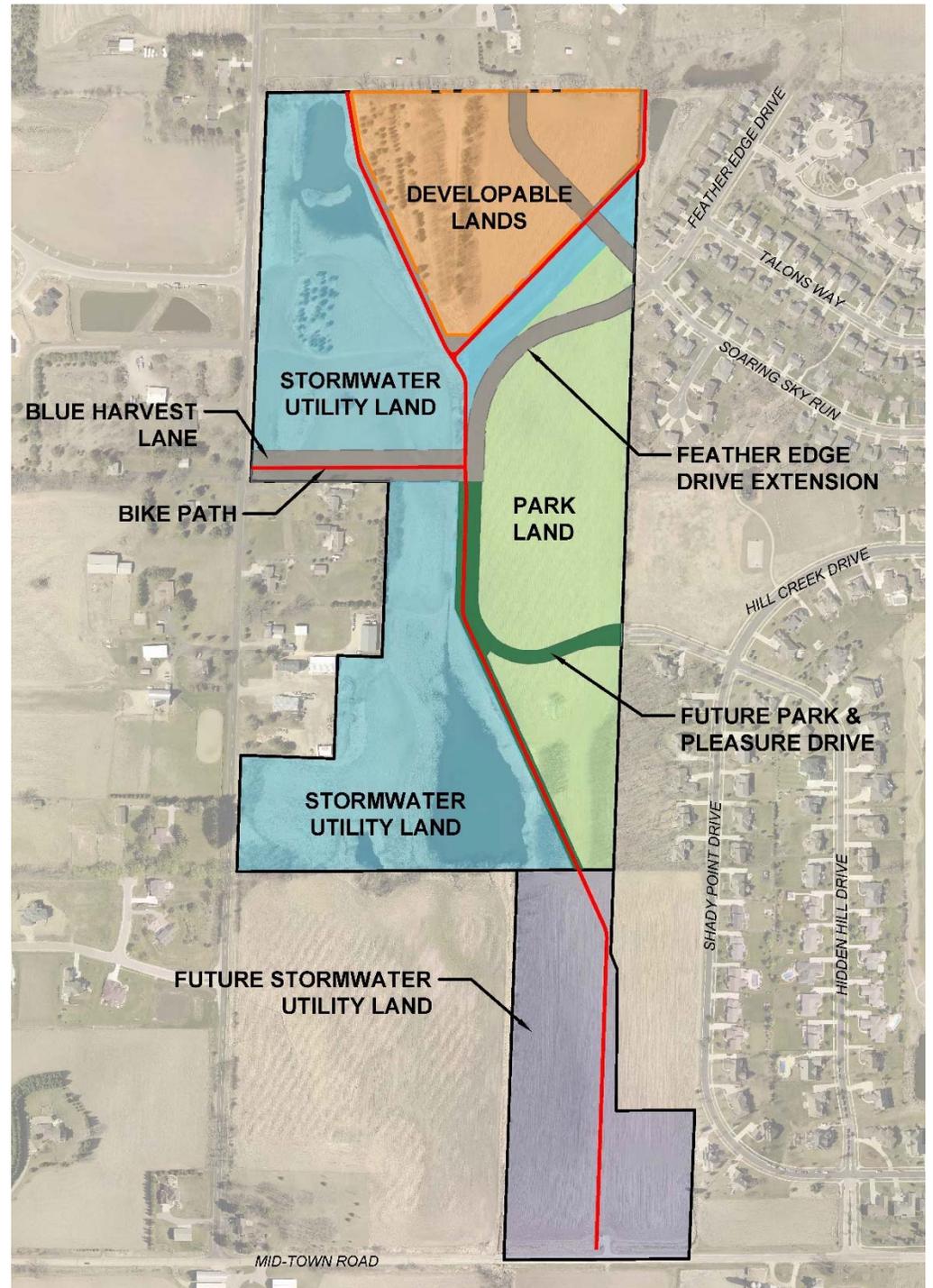
<https://www.cityofmadison.com/parks/play/madbat/>



**Madison Bicycle Adventure Trail System**

## STREET CONNECTIONS

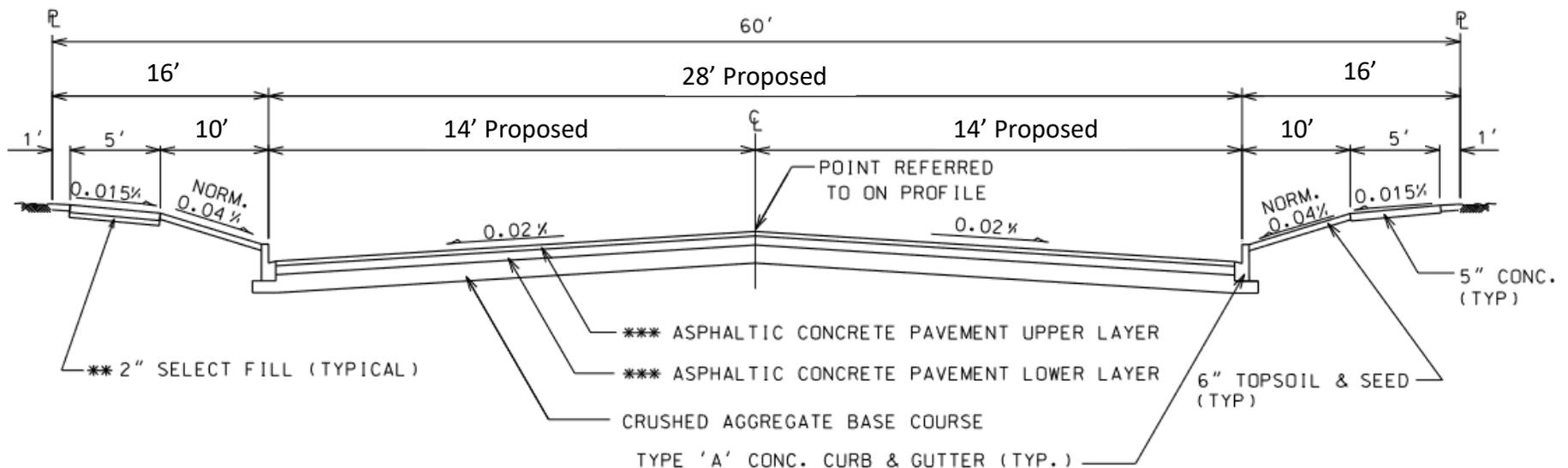
- Complete street connections per adopted Neighborhood Plan
  - Access to neighborhood and park
  - Balance traffic flow through neighborhood
- Design adjustments to help slow speeds



## STREET DESIGN

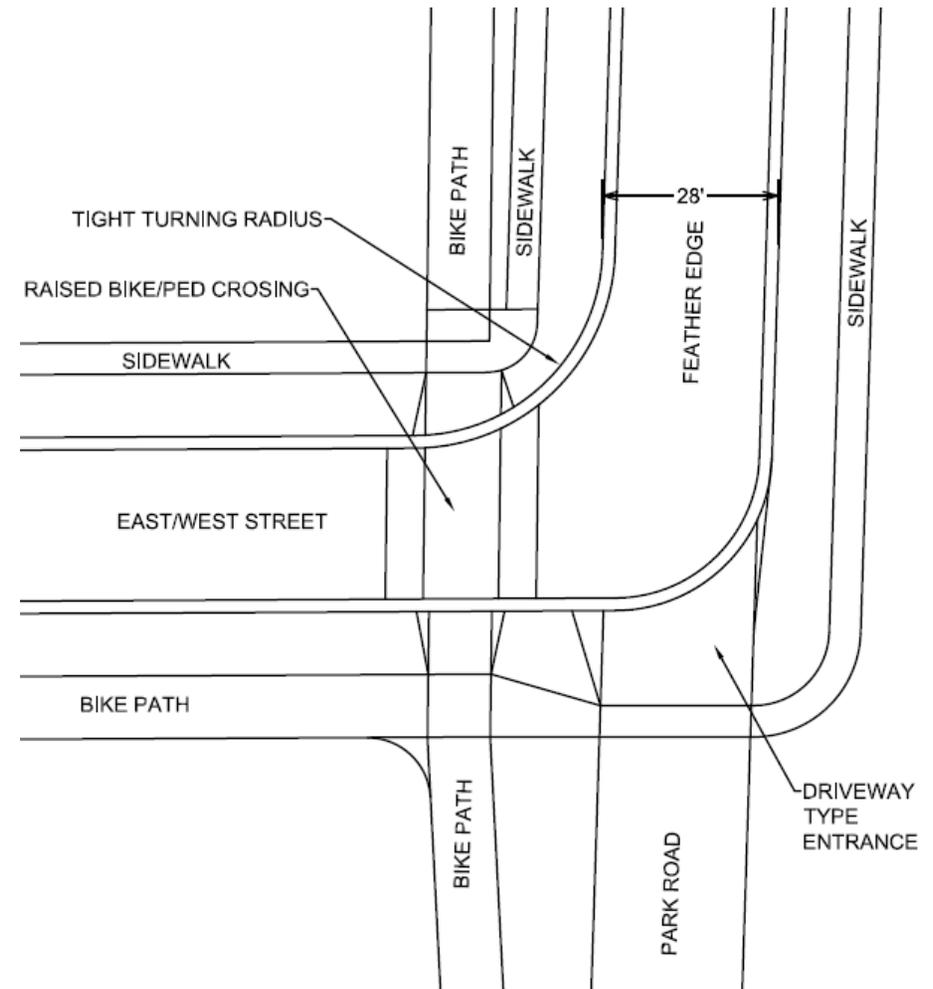
- East/West Connection & Feather Edge
  - 28' wide (to face of curb), minimum allowed width
  - Curb and gutter and sidewalk on both sides
  - Bike path connections
- Future Tree Tops Extension thru park
  - More rural type section without curb and gutter
  - Sidewalk connections to bike path
  - Bike path connection into park
  - Potential for parking bumpouts, if desired

### Typical Street Section



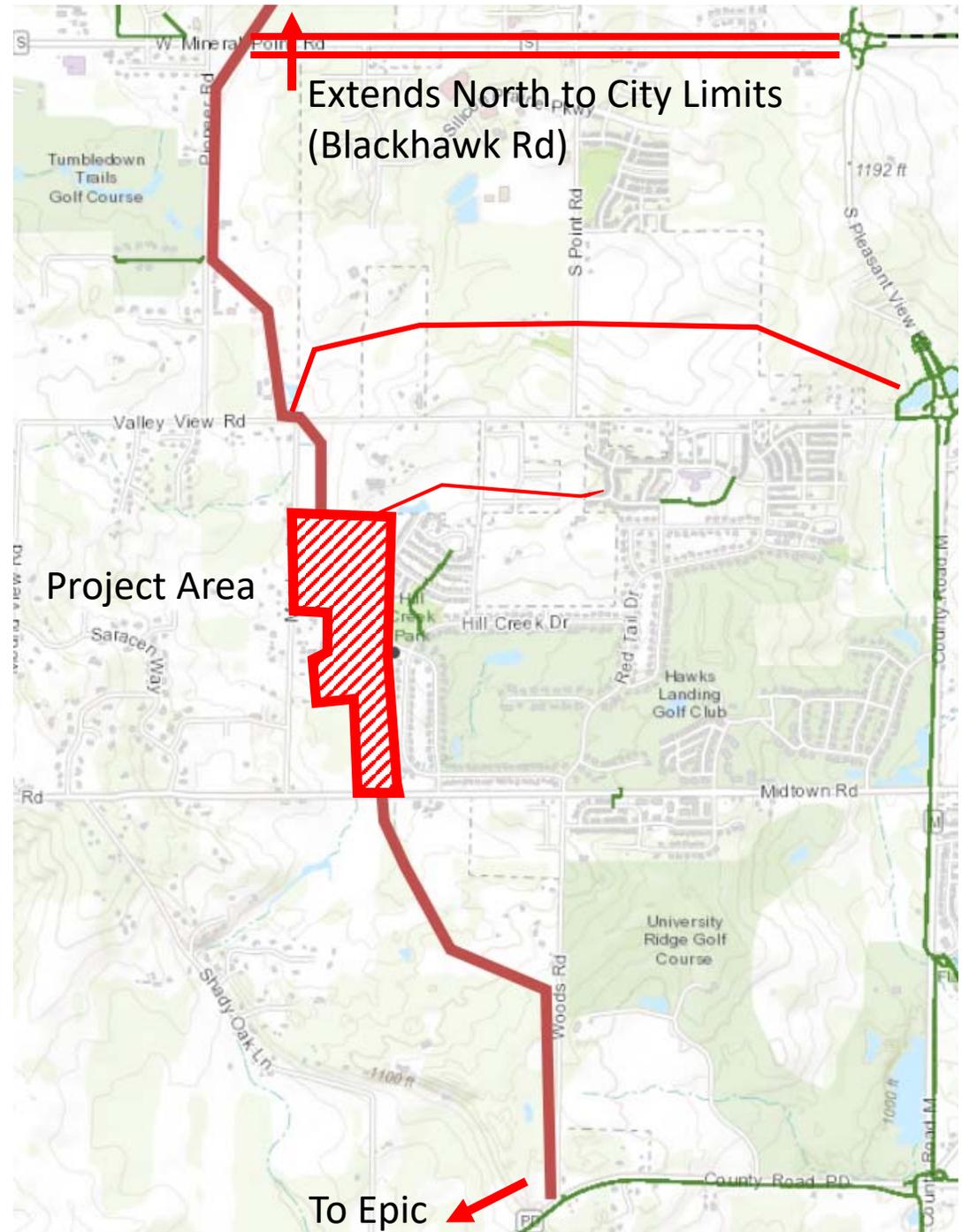
## DESIGN CONSIDERATIONS

- Minimum street widths
  - Narrower streets create a more constricted feel to roadway
- Tighter curves
  - Vehicles will need to slow to navigate curves
  - Especially true at the intersection of Feather Edge with East/West road to Meadow
- Raised path crossings
  - Give priority to bike/ped crossing
  - Function as speed hump for vehicles
- Driveway type entrance to street thru park
  - Visually doesn't look/feel like a street connection
  - Slows speeds in and out of street
- Speed Limit 25 mph



## Bike Path

- Bike Path adjacent to ponds part of more regional connection
  - Connects south to path along PD
  - Connects north beyond Mineral Point Rd.
- More local connections to the northeast and to future Meadow Rd.

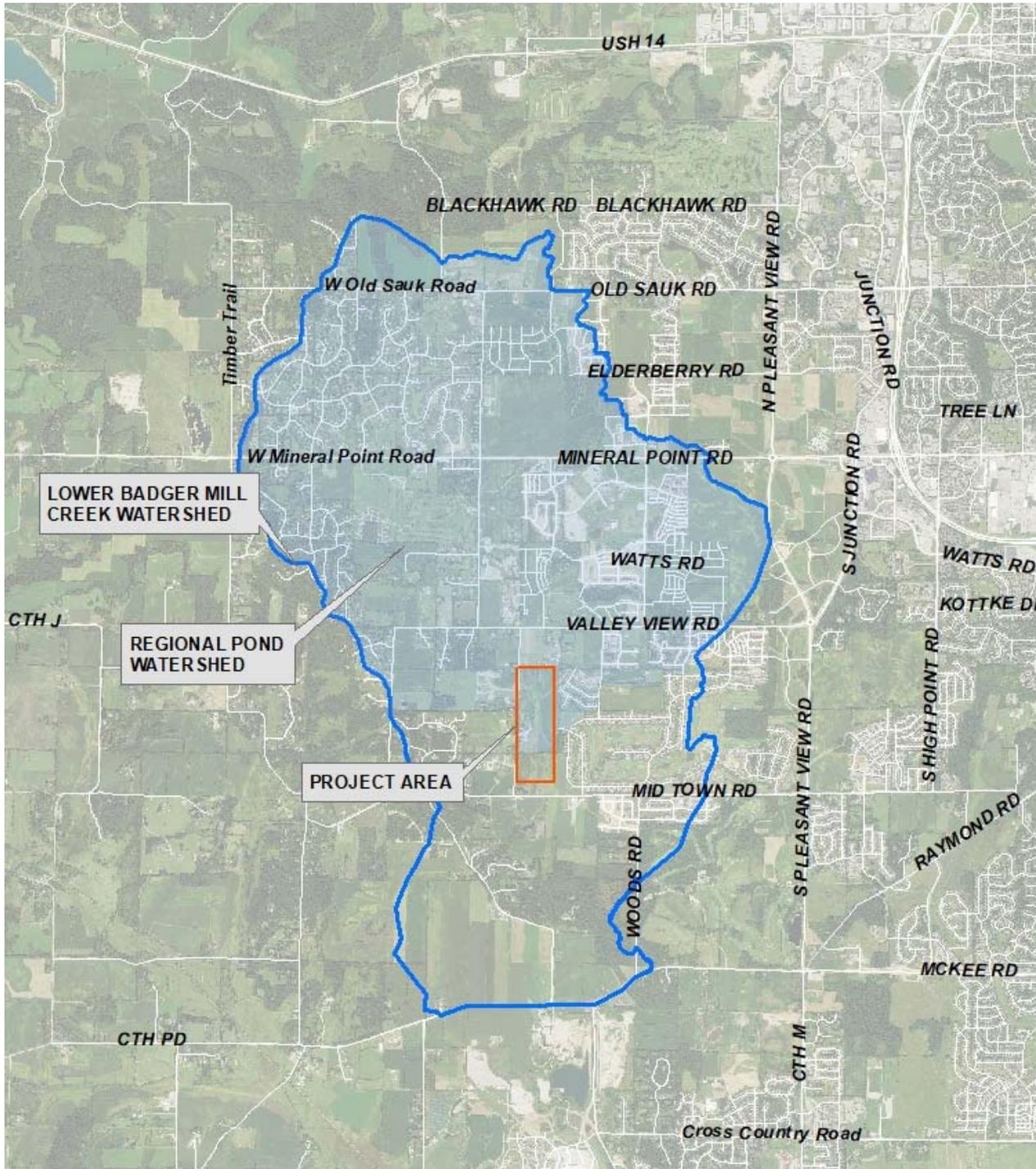


Red = planned path  
Green = existing paths



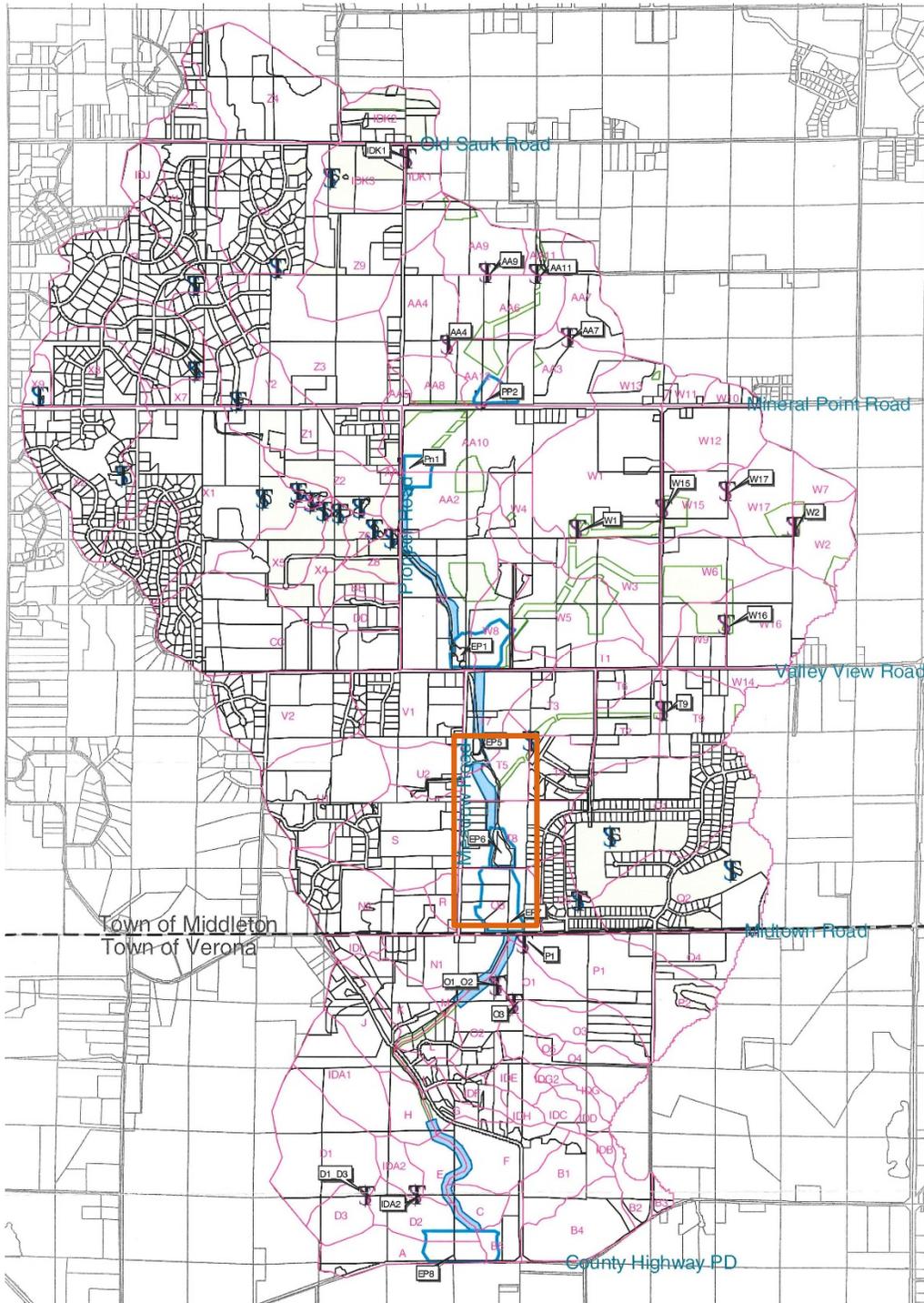
## STORMWATER PONDS

*Photo Credit: Rick Miygawa*



## LOWER BADGER MILL CREEK WATERSHED

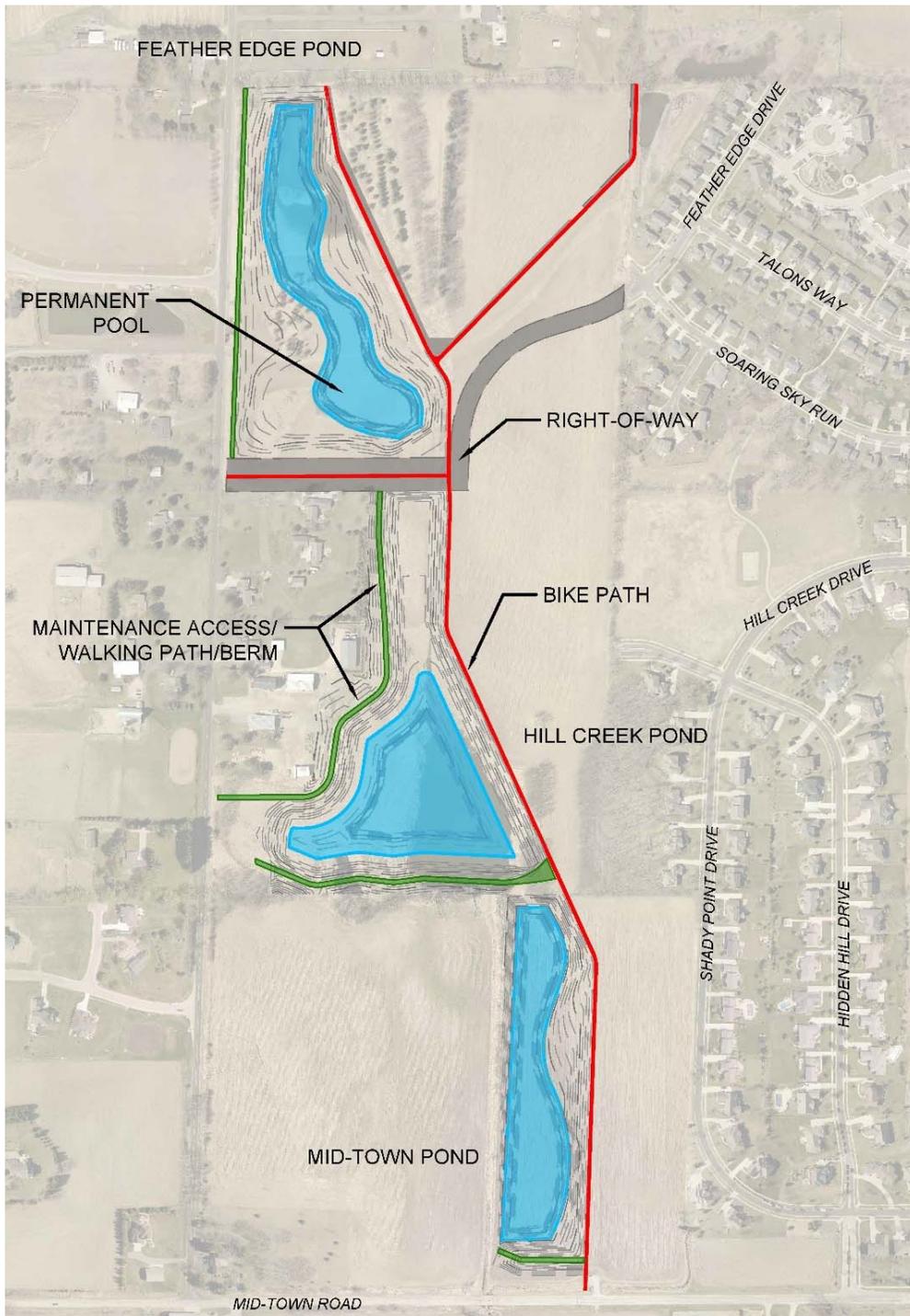
- Extends from Blackhawk Road to CTH PD
- Watershed Area: 5,600 acres/8.75 square miles
- Pond System Watershed: 3,900 acres/6 square miles



## LOWER BADGER MILL CREEK WATERSHED

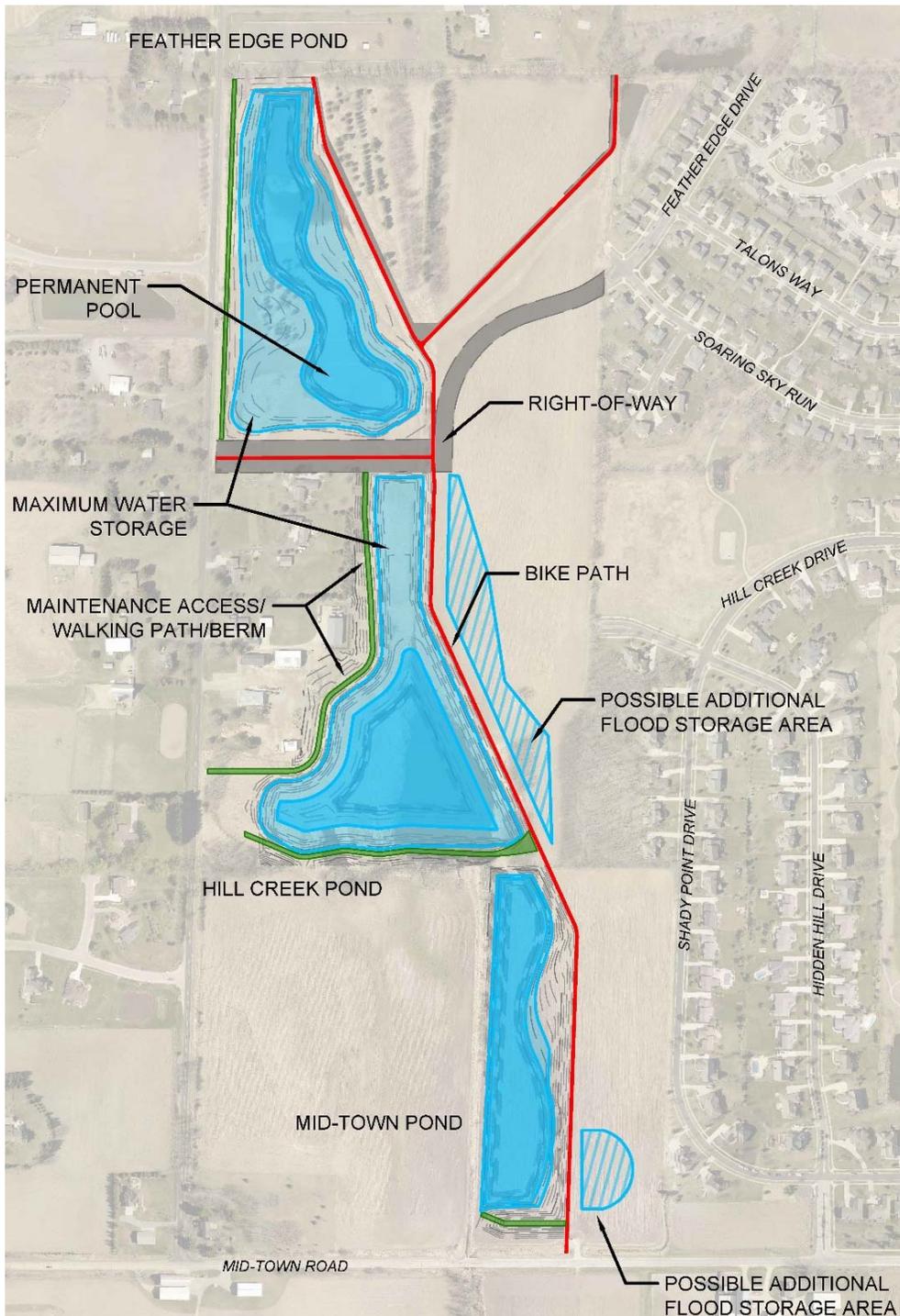
- The 2003 study identified a network of stormwater facilities needed to manage flood waters.
- Since this study, anticipated development has changed. Conditions in the watershed are different.
- City Engineering is currently working with consultants on a new watershed model.

*2003 Stormwater Management Plan Map, Showing Proposed Ponds and Greenways*



## STORMWATER PONDS

- Proposing three ponds, tentatively named: Feather Edge Pond, Hill Creek Pond, and Mid-Town Pond.
- Berms will be necessary to contain stormwater.
- Berms will serve as pedestrian and maintenance access to the site.



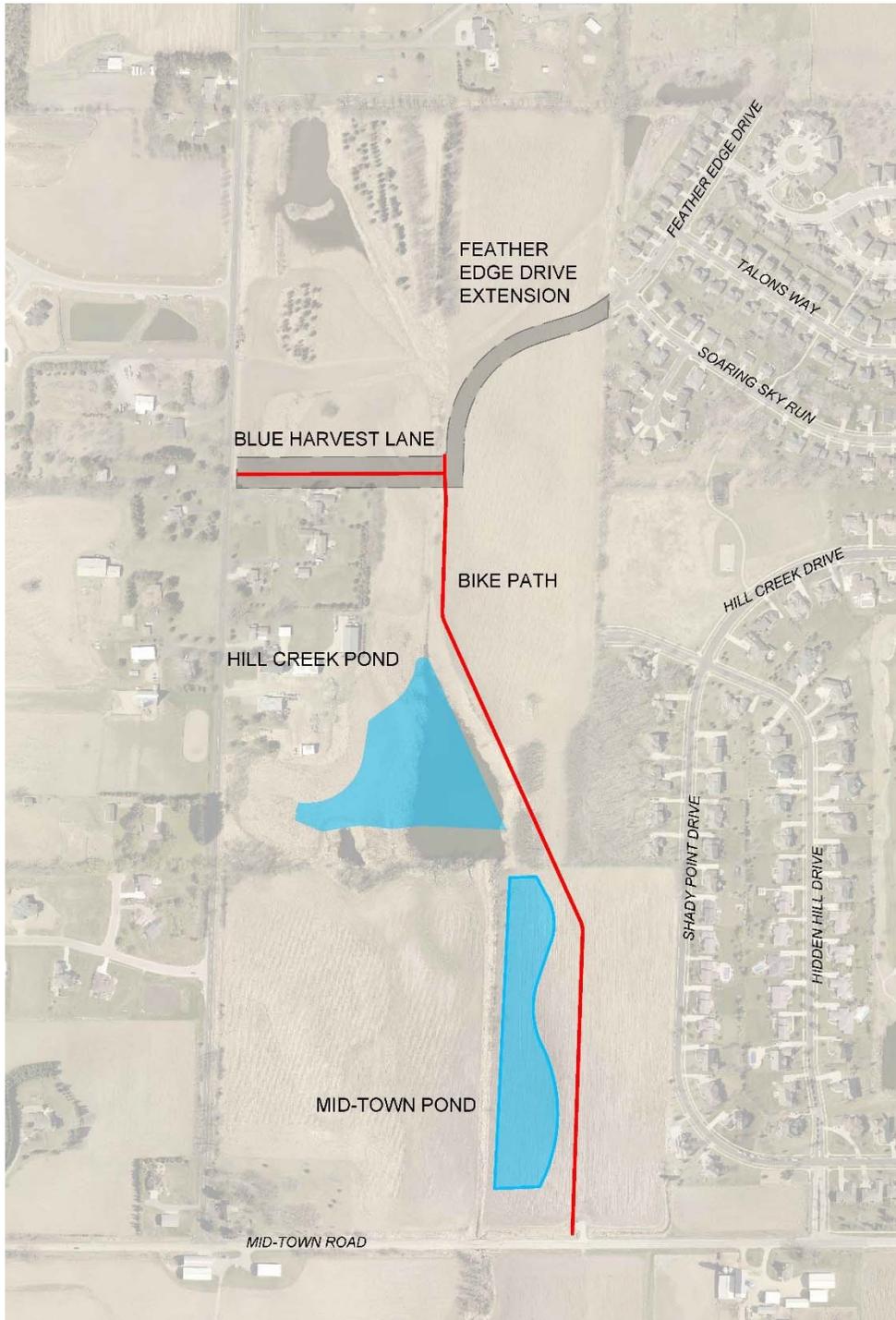
## STORMWATER PONDS

- This figure shows the maximum extent of stormwater retention: in a large event, most of the site will be inundated.
- Exploring the possibility of storing water on Parks property during large storms.
- Current modeling efforts will provide more detail on how the ponds function.



## POND VEGETATION

- Native Forbs & Grasses will constitute the majority of the restoration. This material will be placed as a seed mix and takes time to become established.
- Wetlands will be constructed to replace those impacted by the project. This is the first City project where we will work to construct shallow-water wetlands in conjunction with pond construction.
- Trees are not always desirable on embankments, or in stormwater ponds, but grading alterations will be made to allow for planting trees in specific locations.
- Volunteers Welcome!



## PROJECT PHASING

### Phase 1:

- Feather Edge Drive Extension
- Blue Harvest Lane
- Portion of Bike Path
- Hill Creek Pond
- Mid-Town Pond

Feather Edge Pond, Hill Creek Park Master Planning, and the Park & Pleasure Drive are not currently scheduled.

# QUESTIONS?

## PROJECT WEBSITE:

<https://www.cityofmadison.com/engineering/projects/lower-badger-mill-creek-pond>

## CONTACT INFORMATION:

Alder Harrington-McKinney: [district1@cityofmadison.com](mailto:district1@cityofmadison.com)

Corey Stelljes (Parks): [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com)

Sally Swenson (Storm): [sswenson@cityofmadison.com](mailto:sswenson@cityofmadison.com)

Jim Wolfe (Streets): [jwolfe@cityofmadison.com](mailto:jwolfe@cityofmadison.com)

Caroline Burger (Storm): [cburger@cityofmadison.com](mailto:cburger@cityofmadison.com)

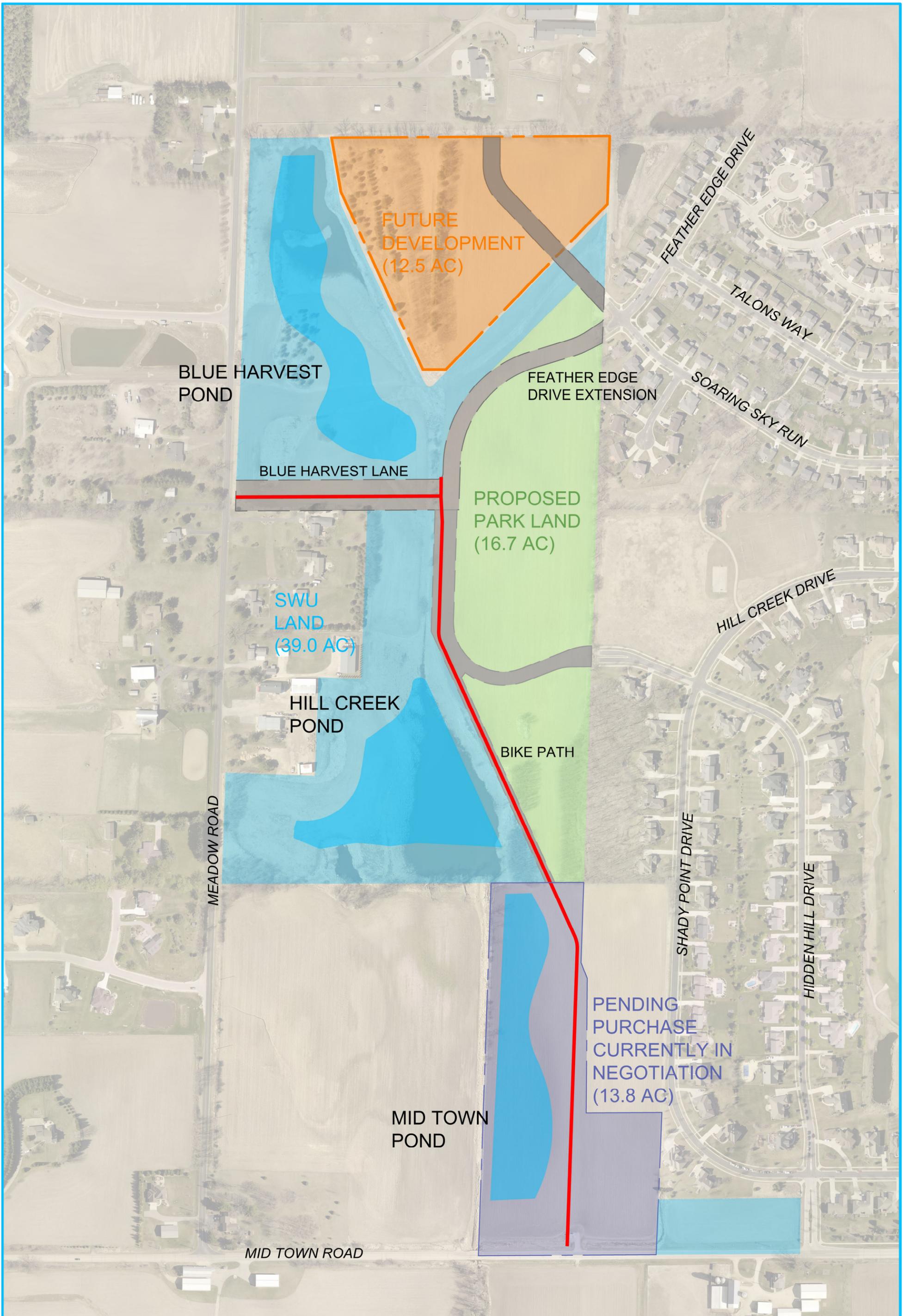
Ann Freiwald (Parks): [afreiwald@cityofmadison.com](mailto:afreiwald@cityofmadison.com)

Tim Parks (Planning): [tparks@cityofmadison.com](mailto:tparks@cityofmadison.com)

Chris Petykowski (Streets): [cpetykowski@cityofmadison.com](mailto:cpetykowski@cityofmadison.com)

Janet Schmidt (Storm): [jschmidt@cityofmadison.com](mailto:jschmidt@cityofmadison.com)

Lauren Striegl (Storm): [lstriegl@cityofmadison.com](mailto:lstriegl@cityofmadison.com)



FUTURE DEVELOPMENT (12.5 AC)

BLUE HARVEST POND

FEATHER EDGE DRIVE EXTENSION

BLUE HARVEST LANE

PROPOSED PARK LAND (16.7 AC)

SWU LAND (39.0 AC)

HILL CREEK POND

BIKE PATH

MEADOW ROAD

SHADY POINT DRIVE

HIDDEN HILL DRIVE

PENDING PURCHASE CURRENTLY IN NEGOTIATION (13.8 AC)

MID TOWN POND

MID TOWN ROAD

FEATHER EDGE DRIVE

TALONS WAY

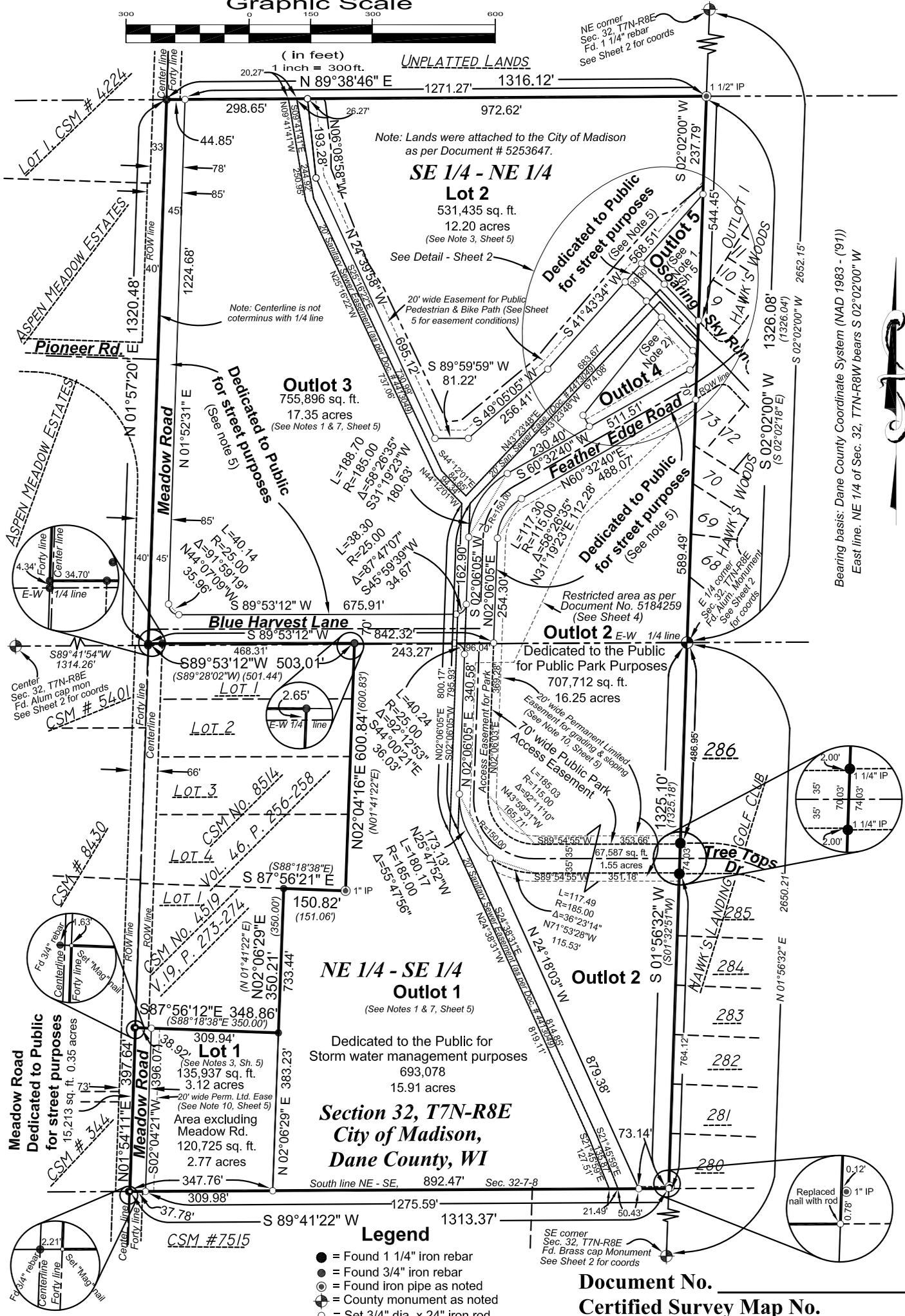
SOARING SKY RUN

HILL CREEK DRIVE

# Certified Survey Map

Part of the SE 1/4 - NE 1/4 and part of the NE 1/4 - SE 1/4,  
Section 32, T7N-R8E, City of Madison, Dane County, Wis.

Graphic Scale



NE corner  
Sec. 32, T7N-R8E  
Fd. 1 1/4" rebar  
See Sheet 2 for coords

Note: Lands were attached to the City of Madison  
as per Document # 5253647.

**SE 1/4 - NE 1/4**  
**Lot 2**  
531,435 sq. ft.  
12.20 acres  
(See Note 3, Sheet 5)  
See Detail - Sheet 2

**Outlot 3**  
755,896 sq. ft.  
17.35 acres  
(See Notes 1 & 7, Sheet 5)

**Outlot 4**  
511.51  
(See Note 2)

**Outlot 2**  
707,712 sq. ft.  
16.25 acres  
Dedicated to the Public  
for Public Park Purposes

**NE 1/4 - SE 1/4**  
**Outlot 1**  
(See Notes 1 & 7, Sheet 5)

Dedicated to the Public for  
Storm water management purposes  
693,078  
15.91 acres

**Section 32, T7N-R8E**  
**City of Madison,**  
**Dane County, WI**

**Legend**

- = Found 1 1/4" iron rebar
- = Found 3/4" iron rebar
- = Found iron pipe as noted
- ⊕ = County monument as noted
- = Set 3/4" dia. x 24" iron rod (1.502 lb/lin. ft.)
- = Set "Mag" nail

SE corner  
Sec. 32, T7N-R8E  
Fd. Brass cap Monument  
See Sheet 2 for coords

Bearing basis: Dane County Coordinate System (NAD 1983 - ('91))  
East line, NE 1/4 of Sec. 32, T7N-R8W bears S 02°02'00" W

Document No. \_\_\_\_\_  
Certified Survey Map No. \_\_\_\_\_  
Volume \_\_\_\_\_, Page \_\_\_\_\_

# Certified Survey Map

Part of the SE 1/4 - NE 1/4 and part of the NE 1/4 - SE 1/4,  
Section 32, T7N-R8E, City of Madison, Dane County, Wis.

## SURVEYOR'S CERTIFICATE

I, Jason R. Houle, Professional Land Surveyor, do hereby certify that by the order and under the direction of the City of Madison, I have surveyed, divided and mapped part of the SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 32, T7N-R8E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

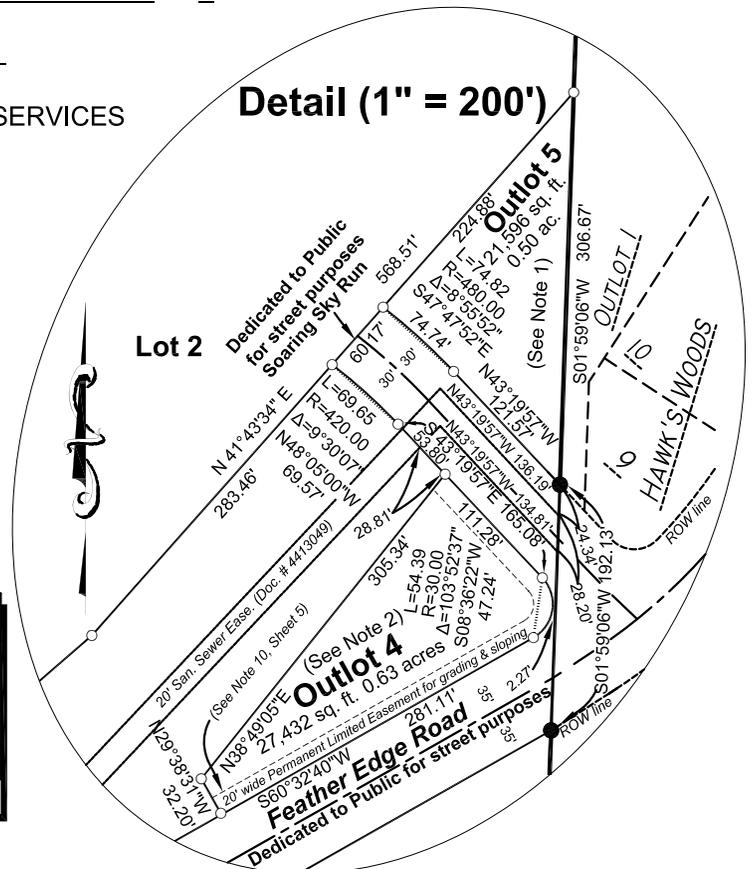
Beginning at the East 1/4 corner of said Section 32;  
thence S 01°56'32"W 1325.10 feet to the Southeast corner of said NE 1/4 of the SE 1/4;  
thence S 89°41'22"W 1313.37 feet to the Southwest corner thereof;  
thence, along the West line thereof, N 01°54'11"E 397.64 feet to the South line of Certified Survey Map Number 4519;  
thence, along said South line, S 87°56'12"E 348.86 feet to the East line thereof;  
thence, along said East line, N 02°06'29"E 350.21 feet to the South line of Certified Survey Map Number 8514;  
thence, along said South line, S 87°56'21"E 150.82 feet to the East line thereof;  
thence, along said East line, N02°04'16"E 600.84 feet to the North line thereof;  
thence, along said North line, S 89°53'12"W 503.01 feet to the West line said SE 1/4 of the NE 1/4;  
thence N 01°57'20"E 1320.48 feet to the Northwest corner thereof;  
thence N 89°38'46"E 1316.12 feet to the Northeast corner thereof;  
thence S 02°02'00"W 1326.08 feet to the point of beginning.  
Containing 3,062,410 square feet (70.30 acres).

That I have made such survey, division and map of land at the request of the City of Madison Engineer, 210 Martin Luther King Jr Blvd, Room 115, Madison, WI 54703.

I further certify that the within map is a true and correct representation of the exterior boundaries of the lands surveyed and the division of that land and that I have fully complied with the provisions of the Wisconsin Statutes, Chapter 236.34 and City of Madison ordinances.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Jason R. Houle, PLS -2331  
DIVERSIFIED INFRASTRUCTURE SERVICES  
46 S. Rolling Meadows Drive  
Fond Du Lac, WI 54937  
920-924-3690

Coordinate Table				
Monument	Recorded Northing	Recorded Easting	Measured Northing	Measured Easting
NE 32	472,285.29	773,638.96	472,285.42	773,639.06
E 1/4 32	469,634.91	773,544.83	469,634.94	773,544.94
SE 32	466,986.18	773,454.98	466,986.25	773,455.11
Center 32	469,621.76	770,916.34	469,621.11	770,916.45



Diversified Infrastructure Services, INC.  
46 South Rolling Meadows Drive  
Fond Du Lac, WI 54937

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# Certified Survey Map

Part of the SE 1/4 - NE 1/4 and part of the NE 1/4 - SE 1/4,  
Section 32, T7N-R8E, City of Madison, Dane County, Wis.

## CITY OF MADISON PLAN COMMISSION CERTIFICATE:

Approved for the recording per the City of Madison Plan Commission

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_

Signed \_\_\_\_\_  
Natalie Erdman, Secretary of the Plan Commission

## CITY OF MADISON COMMON COUNCIL CERTIFICATE:

Resolved that this Certified Survey Map located in the City of Madison was hereby approved by  
Enactment Number \_\_\_\_\_, File ID Number \_\_\_\_\_, adopted on this \_\_\_\_\_ day  
of \_\_\_\_\_, 201\_; that said enactment provided for the acceptance of those lands dedicated  
and rights conveyed by said Certified Survey Map to the City of Madison for public use.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
Maribeth L. Witzel-Behl, City Clerk  
City of Madison, Dane County, Wisconsin

## DANE COUNTY REGISTER OF DEEDS CERTIFICATE:

Received for recording on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_ at \_\_\_\_\_ o'clock \_\_\_\_\_. m.  
and recorded in Volume \_\_\_\_ of Certified Surveys on Pages \_\_\_\_\_, as  
Document Number \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Kristi Chlebosli, Register of Deeds

## OWNER'S CERTIFICATE:

City of Madison, a municipal corporation created and existing under and by virtue of the laws  
of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused  
the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated  
as represented on this Certified Survey Map.

City of Madison does further certify that this Certified Survey Map is required by S 236.34, Wisconsin  
Statutes and City of Madison Code of Ordinances to be submitted to the following for approval or rejection.

IN WITNESS WHEREOF, the City of Madison, as the agency for submittal, has caused these present to be  
signed by Paul Soglin, its mayor, and Maribeth Witzel-Behl, its clerk, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Paul R. Soglin, Mayor

\_\_\_\_\_  
Maribeth Witzel-Behl, Clerk

## ACKNOWLEDGEMENT:

State of Wisconsin

County of \_\_\_\_\_

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, Paul R. Soglin, Mayor of the City  
of Madison, acting in said capacity and known to me to be the person who executed the foregoing  
instrument and acknowledged the same.

(Notary Seal) \_\_\_\_\_ Notary Public, Wisconsin

My commission expires, \_\_\_\_\_

## ACKNOWLEDGEMENT:

State of Wisconsin

County of \_\_\_\_\_

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, Maribeth Witzel-Behl, City Clerk  
of the City of Madison, acting in said capacity and known to me to be the person who executed the  
foregoing instrument and acknowledged the same.

(Notary Seal) \_\_\_\_\_ Notary Public, Wisconsin

My commission expires, \_\_\_\_\_



Diversified Infrastructure Services, INC.  
46 South Rolling Meadows Drive  
Fond Du Lac, WI 54937

# Certified Survey Map

Part of the SE 1/4 - NE 1/4 and part of the NE 1/4 - SE 1/4,  
Section 32, T7N-R8E, City of Madison, Dane County, Wis.

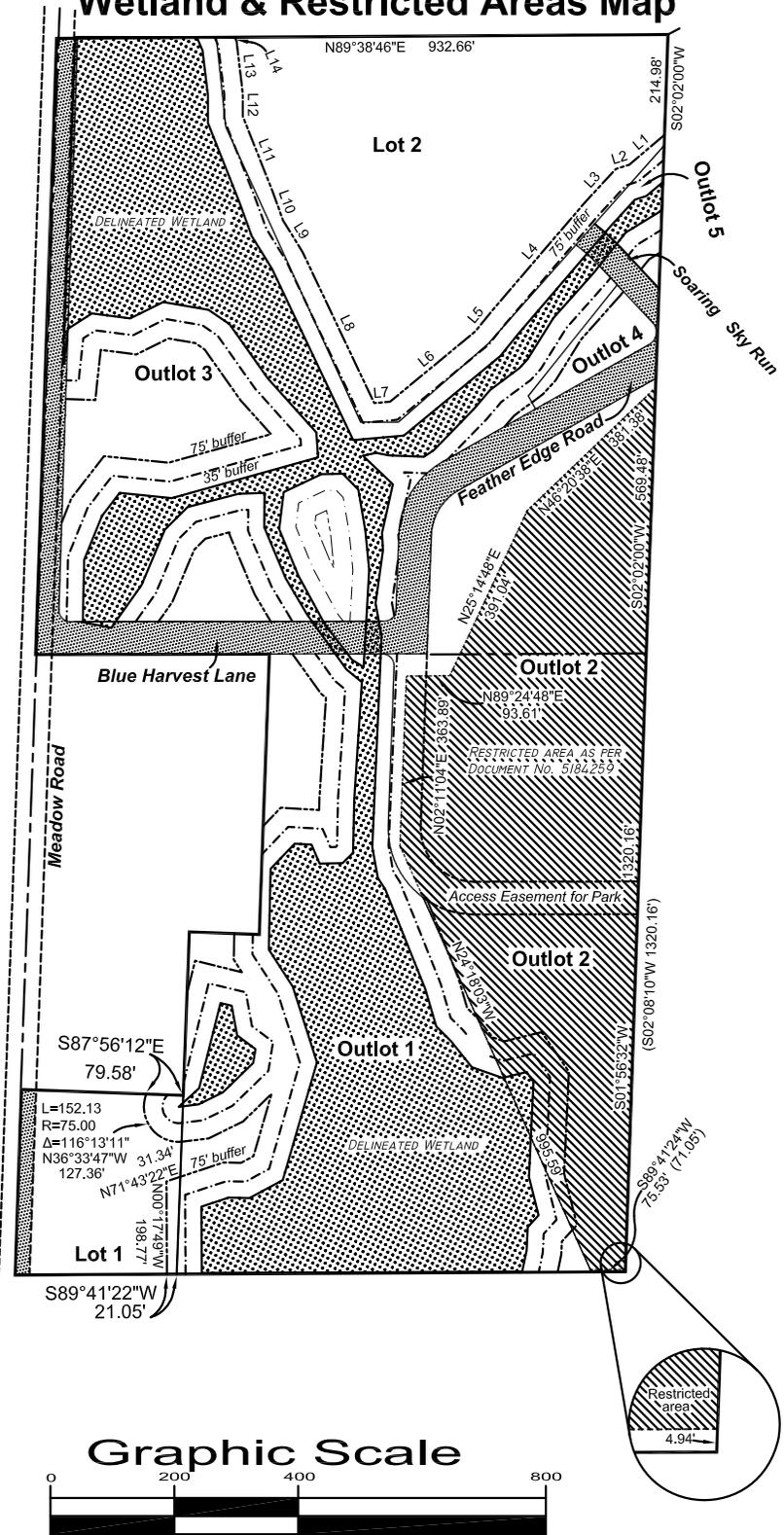
LINE TABLE		
LINE	BEARING	LENGTH
L1	S49°52'47"W	99.46
L2	S72°34'40"W	30.45
L3	S42°45'14"W	101.18
L4	S40°43'47"W	304.21
L5	S39°03'23"W	54.64
L6	S50°38'18"W	238.06
L7	S84°52'35"W	34.14
L8	N25°28'40"W	358.31
L9	N31°50'50"W	79.68
L10	N19°59'27"W	68.29
L11	N21°43'43"W	171.13
L12	N00°13'32"W	48.53
L13	N06°48'19"W	112.74
L14	N23°20'54"W	9.60

### Legend

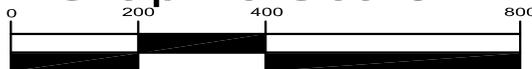
-  = Restricted Area (Doc. 5184259)
-  = Wetland delineated by Stantec Consulting Services, Inc. June 4, 2016
-  = Land to be dedicated for street
-  = 35' Wetland buffer zone (see Note 6)
-  = 75' Wetland buffer zone (see Note 6)
-  = Boundary of restricted area



## Wetland & Restricted Areas Map



### Graphic Scale



( in feet)  
1 inch = 400ft.



Diversified Infrastructure Services, INC.  
46 South Rolling Meadows Drive  
Fond Du Lac, WI 54937

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# Certified Survey Map

Part of the SE 1/4 - NE 1/4 and part of the NE 1/4 - SE 1/4,  
Section 32, T7N-R8E, City of Madison, Dane County, Wis.

## NOTES:

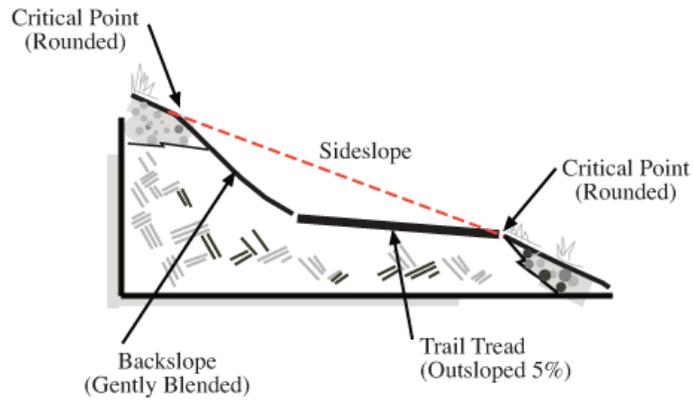
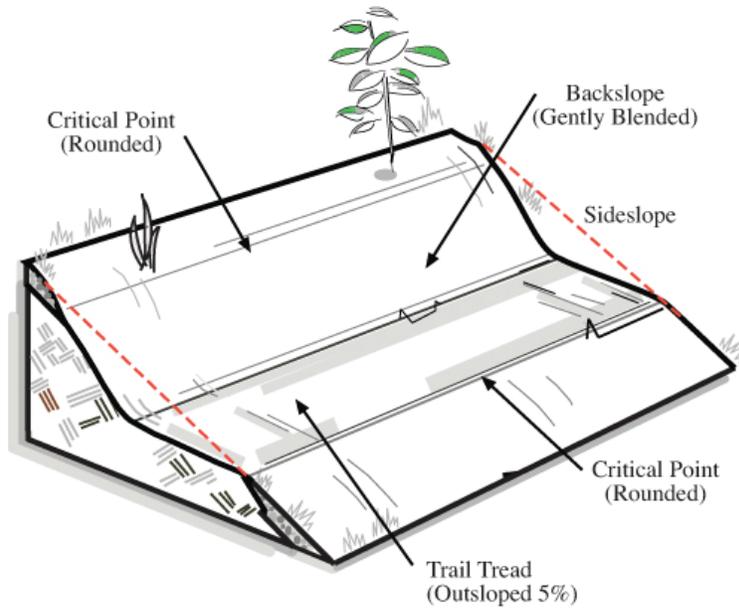
- 1) Outlot 1, Outlot 3 and Outlot 5 are dedicated to the Public for stormwater management purposes.
- 2) Outlot 4 is dedicated to the Public for Public Park Purposes.
- 3) Lot 1 and Lot 2 are hereby restricted from development until a new land division has been reviewed and approved or this restriction removed by the City of Madison with a separate recorded instrument. When Lots 1 and 2 develop, the developer/owner will be required to extend public sewer main and enter into a development agreement to complete any work.
- 4) Public Park Access Easement:  
Creation of Easement Rights: A permanent easement over, across, a portion of the property (the "Easement Area") is established, memorialized, reserved by, granted, conveyed, transferred and assigned to the City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by the City of Madison for public vehicular park access, public parking for park users and also for public multi-use trail and path purposes. The City of Madison and its employees, agents and contractors shall have the right to construct, install, maintain, operate, repair, replace and reconstruct the above public improvements within the Easement Area. The City of Madison shall have further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.
- 5) Total area of land to be dedicated for street purposes is 189,282 square feet (4.35 acres).
- 6) No buildings, impervious pavements or filling permitted within the 75 foot Wetland Buffer area. The first 35 foot width nearest the wetland shall be a non-disturbance area. The soils in the remaining 40 feet may be disturbed.
- 7) Outlots 1 and 3 shall be subject to a Public Easement for Public Pedestrian and Bike Path over their entirety.
- 8) Lots/buildings within this CSM are subject to impact fees that are due and payable at the time building permits are issued.
- 9) Any lands within the CSM not required for parkland, storm water management or street purposes shall be subject to MGO Chapter 37 with regard to erosion control and stormwater management.
- 10) A 20' wide Permanent Limited Easement to the City of Madison for grading and sloping along street or access easement frontages in Outlot 2, Outlot 4 and Lot 1.
- 11) Public Easement for Sloping and Grading:  
Creation of Easement Rights: A permanent easement over, across a portion of the property (the "Easement Area") is established, memorialized, reserved by, granted, conveyed, transferred and assigned to the City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by the City of Madison for public sloping and grading purposes. The City of Madison and its employees, agents and contractors shall have the further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.  
Property Restoration: The City of Madison shall repair any damage caused to any pavement or turf located within the Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the City of Madison as provided herein . Following completion of any excavation work, the City of Madison shall promptly restore the area affected by the work to the required final grade and surface condition including the repair or replacement of pavement and turf.  
Limitations on Use of Easement Area: The owner of the Property shall have the right to use the Easement area for any purpose, provided such use shall not interfere with the easement rights of the City of Madison hereunder. No above-ground improvements (other than driveway access crossing) shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the City of Madison's Engineering Division City Engineer.  
Binding Effect: This Easement shall run with the land described herein and shall be binding upon the owners of the Property, and their successors in interest.  
Release of Rights to Easement Created by Plat: Any release of rights that were placed on platted land which is required by a public body or which names a public body or public utility as grantee shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with ss236.293.



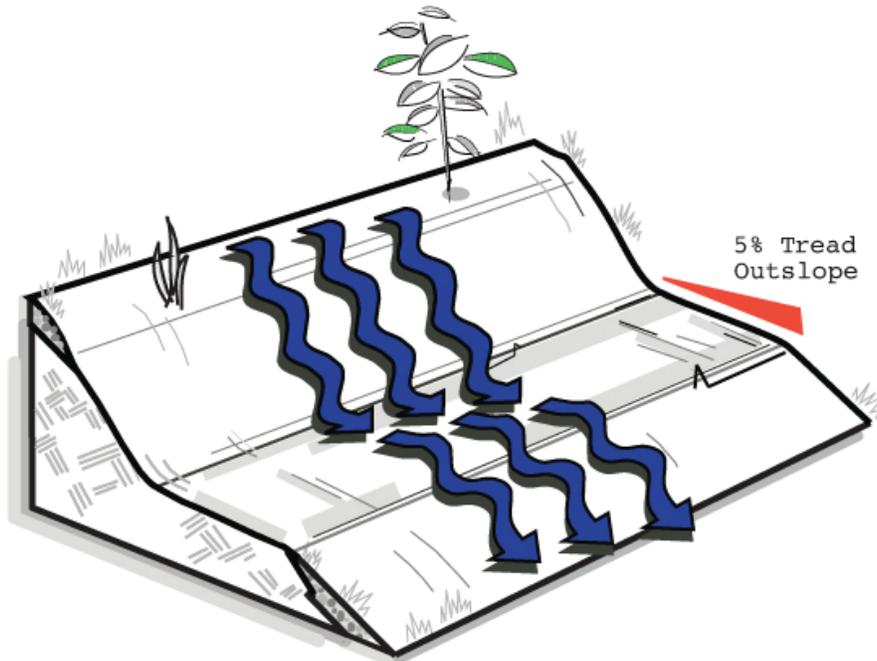
Diversified Infrastructure Services, INC.  
46 South Rolling Meadows Drive  
Fond Du Lac, WI 54937

# Exhibit 2

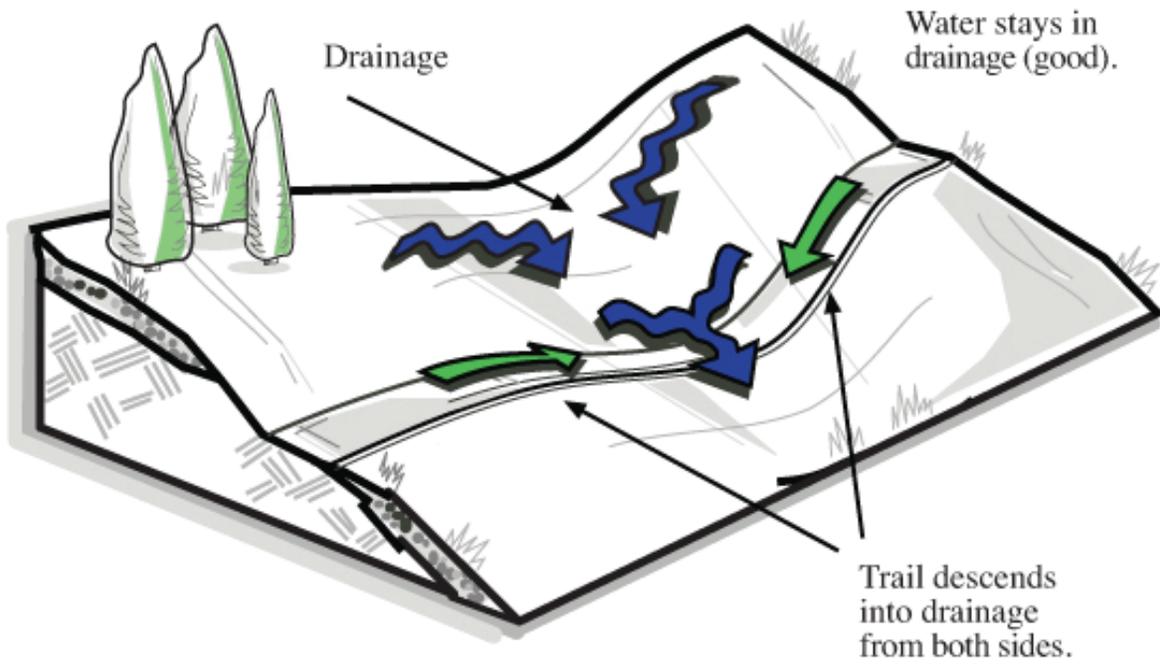
## Full Bench Trail



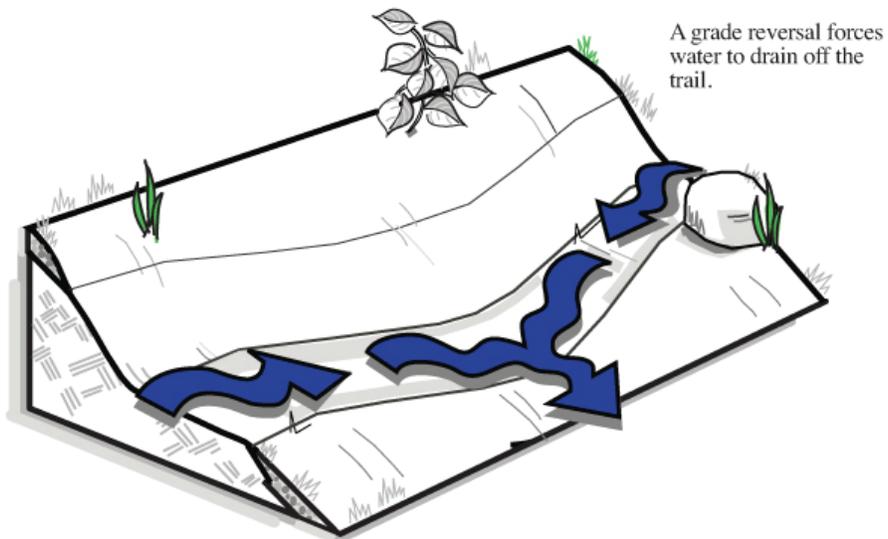
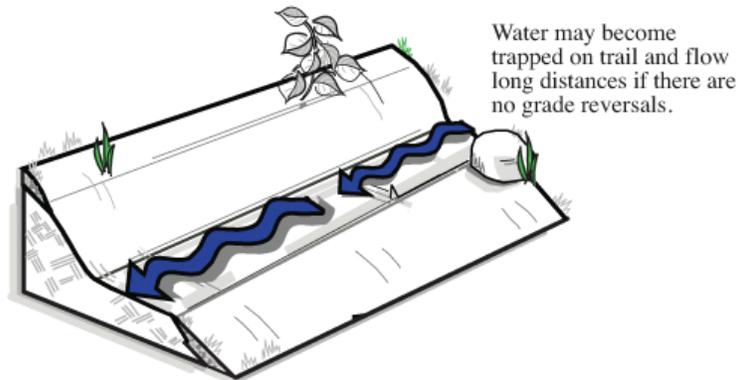
## Sheet Flow



## Proper Drainage Crossing



## Grade Reversal



# Exhibit 3

**CHECKLIST FOR PUBLIC WORKS PLANS**

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Engineer: \_\_\_\_\_ Contracts: \_\_\_\_\_  
 Project Limits: \_\_\_\_\_ Start Date: \_\_\_\_\_

Storm Designer: \_\_\_\_\_ Traffic Control Designer: \_\_\_\_\_ Traffic Signal Designer: \_\_\_\_\_

Forestry Staff: \_\_\_\_\_ Pavement Marking Designer: \_\_\_\_\_ Street Lighting Designer: \_\_\_\_\_

Sanitary Designer: \_\_\_\_\_ Water Utility Designer: \_\_\_\_\_ Erosion Control Inspector: \_\_\_\_\_

Pavement marking in bid document     Pavement markings by TE Contract     Pavement marking by City Crews     No pavement markings

<u>Permit</u>	<u>Required</u>	<u>Date Submitted</u>	<u>Permit</u>	<u>Required</u>	<u>Date Submitted</u>
City of Madison Erosion Control	_____	_____	Town ROW Excavation	_____	_____
WDNR - WRAPP	_____	_____	Army Corps of Engineers	_____	_____
Dane County Erosion Control	_____	_____	Dane Co ROW Excavation	_____	_____
WDNR - Sanitary Sewer Extension	_____	_____	DOT ROW Excavation	_____	_____
WDNR - Chapter 30	_____	_____	Erosion Control (Other Municipality)	_____	_____
WDNR - Wetland	_____	_____	WDNR - Dewatering	_____	_____
WDNR/Army Corps Invited to PreCon	_____	_____	Sanitary Discharge	_____	_____

Permit Comments:

Fries/Schmidt \_\_\_\_\_ Permits Listed Are Correct                      Fries/Schmidt \_\_\_\_\_ OK to proceed to bidding

Public Easements: \_\_\_\_\_ Private Easments \_\_\_\_\_ Private Right of Entry \_\_\_\_\_

**CHECKLIST FOR PUBLIC WORK PLANS**

PROJECT NUMBER: \_\_\_\_\_

Project Name: \_\_\_\_\_  
 Project Engineer: \_\_\_\_\_

Date: \_\_\_\_\_  
 Contract: \_\_\_\_\_

**Private Project Checklist (initial when complete or mark "N/A" if not applicable)**

- Lead Project Engineer \_\_\_\_\_ Truck turning radii have been checked on all collector and arterial intersections
- \_\_\_\_\_ Soil borings are included in the contract
- \_\_\_\_\_ Limits of work have been checked and compared: street plan vs. various utility plans
- \_\_\_\_\_ Traffic control specification reflects utility extensions into bordering streets
- \_\_\_\_\_ Inlets coordinated with all low points
- \_\_\_\_\_ Project coordinated with utilities
- \_\_\_\_\_ Project coordinated with Madison Water Utility
- \_\_\_\_\_ Review the impact of construction on each individual tree
- \_\_\_\_\_ Notify residents whose trees are impacted by construction
- \_\_\_\_\_ Proposal excel file has been checked for formulas, rounding consistency with printed contract for all bid items
- \_\_\_\_\_ Pavement marking coordinated with City Traffic Engineering
- \_\_\_\_\_ Plan format PDF by MicroStation Hard Copy
- \_\_\_\_\_ Section Corners, Property Irons, and Control Points on plans and on proposal page
- \_\_\_\_\_ Notify County Surveyor if section corner is on plan (Dan Frick)
- \_\_\_\_\_ Authorized to Bid (approved plans by BPW & CC); Estimated cost:
- \_\_\_\_\_ Attach Public Involvement Plan
- \_\_\_\_\_ Attach Engineer’s construction schedule
- \_\_\_\_\_ Coordinated Metro Bus Pads and/or route conflicts
- \_\_\_\_\_ “Maintenance Required” tab in Projects Checklist completed.
- \_\_\_\_\_ Utility Checklist complete (OK to bid)
- Forestry \_\_\_\_\_ Review impact of construction on trees w/ Forestry Division (initial by Forestry or attach email)
- Storm Designer \_\_\_\_\_ Storm design coordinated with utilities
- \_\_\_\_\_ Storm designer walked the project site
- \_\_\_\_\_ Operations staff has been notified of CIP lining
- Street Desinger \_\_\_\_\_ Street designer walked the project site
- \_\_\_\_\_ Intersection Sight Distance reviewed –Horizontal and Vertical
- Sanitary Designer \_\_\_\_\_ Sanitary designer walked the project site
- \_\_\_\_\_ Operations staff has been notified of CIP lining
- Fries/Schmidt \_\_\_\_\_ WRAPP Erosion Control Permit and/or any other necessary WDNR permits
- M. Moder \_\_\_\_\_ Sanitary Sewer plan and spec QA/QC
- Fries/Schmidt \_\_\_\_\_ Storm Sewer plan and spec QA/QC
- \_\_\_\_\_ Plan reviewed by Storm Section for proper drainage at traffic calming features
- Bachmann \_\_\_\_\_ Street plan and spec QA/QC
- Construction \_\_\_\_\_ General QA/QC (not required for all projects)
- Bachmann/Phillips \_\_\_\_\_ Traffic control spec has been reviewed
- Danner-Rivers \_\_\_\_\_ Account numbers checked; Budget OK
- Bemis \_\_\_\_\_ Environmental
- \_\_\_\_\_ Site has been reviewed for potential soil contamination, samples have been analyzed and disposal contingency included in contract.
- Troester/Stanley \_\_\_\_\_ Private contract QA (Private Contracts only)

Email pdf of plan(s) (formatted from Microstation) to Admin Clerk.

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

# Exhibit 4 – Data Provided by City

## City of Madison GIS and Related Data for the Lower Badger Mill Creek Pond Project

The following data are provided to the consultants for use in responding to the RFPs and developing watershed models under contract with the City. The consultant shall not use these data for any other purpose or share this data with anyone else.

The available data is not a complete dataset. The City is in process of updating and consolidating data. This document describes what is currently available. Updated data will be supplied to the consultant as it becomes available during the studies.

Data are stored in two location:

1. Some can be downloaded from the City's Open Data Portal (<https://cityofmadison.maps.arcgis.com/home/index.html>) via links shown with each dataset.
2. Others are available only by visiting the City FTP site  
City FTP: <ftp://ftp.cityofmadison.com>  
Login: cityftp  
Password: 2upload!  
Folder: Stormwater
  - a. PC-SWMM 1D/2D Lower Badger Mill Creek Watershed Study model (completed in 2020)
    - To be provided to contracted consultant
  - b. PC-SWMM 1D Lower Badger Mill Creek Projected Full Buildout Watershed Study model (completed in 2019)
    - To be provided to contracted consultant
  - c. Preliminary footprint from City conceptual layout (.pdf) and proposed layout of streets and paths (.dwg)
    - On FTP site in Stormwater/LBMC Pond
  - d. Topographic survey data and basemapping for the Stormwater Utility parcels
    - On FTP site in Stormwater/LBMC Pond
  - e. Wetland Delineation Report (PDF) and digital delineated wetland boundaries (.dwg)
    - On FTP site in Stormwater/LBMC Pond
  - f. Geotechnical Exploration Report and soil borings
    - On FTP site in Stormwater/LBMC Pond
  - g. 2003 Lower Badger Mill Creek Stormwater Management Report
    - On FTP site in Stormwater/LBMC Pond
  - h. Storm structure and pipe data
    - On FTP site in Stormwater/ArcGIS\_Basics
    - The most accurate data will be in the XP-SWMM model
    - **Storm\_Pipes** (FTP/Watershed Studies Folder in FloodStudies\_2021.gdb and downloadable as a shapefile on [City of Madison Open Data website](#))

- Storm pipes are mapped by the City of Madison’s mapping division. The invert data is based on as-built information. Due to an updated process in 2005, the City has the most confidence in data from 2005 forward.
  - The City Surveyors started using GPS (Global Positioning System- Survey Grade) to set Control for the 2005 construction Season. This system provided uniform elevations all over the City of Madison. Prior to 2005 Hydrants were used as benchmark elevations for projects; hydrant elevations came from a variety of sources and were inconsistent over the City.
  - The City is modifying its data per the schema that is downloadable from the Open Data portal, however it is not yet fully populated. The new schema will have To\_EI and From\_EI populated, which was designed to assist with InfoSWMM modeling. Based on available data, consultants may need to infer elevations or request survey for important locations within the modeled conveyance system.
- **Storm\_Pipes\_Private** (FTP/Watershed Studies Folder in FloodStudies\_2021.gdb)
  - Data was mapped where private storm connects into the public storm sewer. This data is from parking lot construction plans from private development
- **Storm Sewer Structures** (FTP/Watershed Studies Folder in FloodStudies\_2021.gdb and downloadable as a shapefile on City of Madison Open Data website)
  - Storm structures are mapped by the City of Madison’s mapping division. The invert data is based on as-built information. Due to an updated process in 2005, the City has the most confidence in data from 2005 forward.
    - The City Surveyors started using GPS (Global Positioning System- Survey Grade) to set Control for the 2005 construction Season. This system provided uniform elevations all over the City of Madison. Prior to 2005 Hydrants were used as benchmark elevations for projects; hydrant elevations came from a variety of sources and were inconsistent over the City.
- **Storm\_Struct\_Private** (FTP/Watershed Studies Folder in FloodStudies\_2021.gdb)
  - Data was mapped from parking lot construction plans from private development
- i. Aerial photograph, DEM, contours, LiDAR
  - **2018 imagery** is hosted as an image server here: [https://gisimg.cityofmadison.com/arcgis/rest/services/ImageServices/2018\\_CITY\\_COLO R/ImageServer](https://gisimg.cityofmadison.com/arcgis/rest/services/ImageServices/2018_CITY_COLO R/ImageServer)
  - **2020 imagery** is hosted as an image server by Dane County here: <https://dcimapapps.countyofdane.com/arcgisimg/rest/services>
  - **LiDAR** data from 2016 is available online in tiles: [https://bin.ssec.wisc.edu/pub/wisconsinview/lidar/Dane/Madison\\_2016\\_City\\_Delivery/](https://bin.ssec.wisc.edu/pub/wisconsinview/lidar/Dane/Madison_2016_City_Delivery/)
  - **Citywide\_Raster\_small\_cell** (FTP/Watershed Studies Folder in FloodStudies.gdb )
    - The Citywide\_Raster\_Small\_cell was derived by patching individual rasters together.

- The LiDAR used to create the raster is vertically accurate to 2' on average. In roads, or on hard surfaces, it may be accurate to closer to 1', however in greenways and other tall-grass, high-foliage areas, it may be accurate to 2'-4'. Therefore, use the raster with caution.

j. Historic flooding data

- On FTP site in Stormwater/ArcGIS\_Basics

Feature Class Name	Description
FEMA_Reported_Aug20_Public	Public flood damage locations reported to FEMA. Codes: <ul style="list-style-type: none"> <li>○ A-Debris Removal</li> <li>○ B- Emergency Protective Measures</li> <li>○ C-Roads and Bridges</li> <li>○ D-Water Control Facilities</li> <li>○ E-Buildings and Equipment</li> <li>○ F-Utilities</li> <li>○ G-Parks, Recreation, Other</li> </ul>
FEMA_CityDamage_Aug20	Public infrastructure damaged in the flood with repair reimbursements submitted to FEMA. Some overlap with FEMA public reported points.
OtherCollected_FloodPts_Aug20	Locations of issues received (emails/calls) by City Engineering staff as a result of the August 20, 2018 flood event (some overlap with FEMA reported points).
Flood_Report_Pts_MMDDYYYY	Locations of issues received via the City's online flood reporting form; date attached to feature class is the date that the data was pulled from the flood report form.
Historic_FloodPts	Intersections, points, and areas that have been noted over the years as having some flood/drainage related issue; includes 911 calls from June 16, 2018 event; attribute data is variable
Operations_FloodPts	Locations generated from City of Madison Operations work orders and calls received requiring flood/drainage related maintenance issues over the years.
Priority_Inlets	City Engineering Operations priority inlets for maintenance.
BI_FloodPts_Aug20_Private	2-1-1 and Building Inspection collected private damage information from Aug 20 <sup>th</sup> storm damage. BI used this data to create preliminary damage estimates based on FEMA's flood damage calculator.
Street_Flooding	Layer generated manually by looking at historic data points to determine streets that have had flooding issues, plus institutional knowledge.
Business_FloodPts_Aug20	Businesses that had direct impact on their properties from the August 20, 2018 flooding

## Exhibit 5 – CAD and Plan Set Requirements

The Consultant shall submit all computer aided design (CAD) files to the City. AutoCAD / Civil 3D is the preferred design software.

Design files shall be submitted in Wisconsin County Coordinate System space (US Survey Feet).

If possible, consultant shall provide:

- Civil3D data containing the corridor(s), corridor surface(s) and all associated data. If submitting Civil3D data, the corridor(s) shall be complete and sufficient for use in construction stake-out of roadway or greenways without errors or busts. Any necessary data references to build the corridor shall be provided.
- Pipe network if the project contains sewer systems.

At a minimum, the Consultant shall provide:

- .dwg files of all plan views (including alignments), profile views, cross sections, survey data, etc.
- LandXML files of alignments, profiles, surfaces (existing & proposed), and cross sections (if C3D corridor is not provided).
- All projects must include an alignment.
- On plans, provide sta/off/elevation callouts for all key points and/or features including structures and at locations that deviate from any typical sections.
- Alignments through center of ponds, with cross sections at regular intervals.
- For CAD files of ponds, include 3D contours, and 3D breaklines along specific features (bottom, safety bench, overflows, etc.), with some sta/off callouts to help better define those features in the field.

Consultants will utilize City Utility line styles and the City of Madison Cover page. The Consultant shall receive the following from the City:

- City Civil3D templates
  - MSN-C3D STREETS SEWERS R2020.dwt
  - MSN-C3D Survey R2020.dwt
  - MSN SHEETS TEMPLATE.dwt
    - Use cover sheet “MSN 11x17 COVER” with Street Centerlines X-REF (centerlines.dwg)
- City Civil3D Line types
  - MSN.lin
  - MSNStreets.lin
- City Civil3D Pipe Catalog

Consultants can review City project examples (done in Microstation, for concepts only):

- [2020 Greenway Restoration \(multiple sites\)](#)
- [2019 Sauk Creek Greenway—Tree Lane to High Point](#)
- [2019 Spring Harbor Greenway at Masthead \(Nautilus Pond Reconstruction\)](#)
- [2016 Sauk Creek between beltline and Tree Lane](#)
- [2015 Nakoma Greenway Repair](#)
- [2014 Eastmorland Park Greenway](#)

Examples of City line styles and templates used in AutoCAD examples:

- [Dairy Dr.](#)
- Meadowlands Ph. 11 (available upon request)