



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com

Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Christopher J. Petykowski, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

August 14, 2020

TO: Consultants Submitting Proposals for Engineering and Design Services

FROM: Robert F. Phillips, City Engineer

SUBJECT: Request for Proposals for Mendota Grassman Greenway Flood Mitigation and Restoration Design (City of Madison, WI)

The City of Madison Engineering Division is requesting consultant proposals for the Mendota Grassman Greenway Flood Mitigation and Restoration 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: Standard Terms & Conditions
- Appendix B: Contract for Purchase of Services
- Exhibit 1—Project Area
- Exhibit 2—Typical Right of Way Acquisition Schedule
- Exhibit 3—Example Routing Sheet
- Exhibit 4—Data provided by City
- Exhibit 5—Relocation Order Map Example

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

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

Interested Consultants shall submit one (1) electronic copy of their Proposals to the Office of the City Engineer by 4:00 PM on September 11, 2020. Submit proposal to: Jojo O'Brien at jobrien@cityofmadison.com.

Questions regarding this project shall be directed to Jojo O'Brien at jobrien@cityofmadison.com

Sincerely,

On behalf of Robert F. Phillips, P.E., City Engineer

RFP: jo

CITY OF MADISON

REQUEST FOR PROPOSALS



Title: MENDOTA-GRASSMAN GREENWAY FLOOD
MITIGATION AND RESTORATION DESIGN

City Agency: Engineering Division

Due Date: September 11, 2020
4:00 PM CST

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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 Mendota-Grassman Greenway system. The intent of the design project is to enhance conveyance 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, 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 Flood Management Program Summary

The City of Madison, like many communities, 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 redesign of this greenway system is a solution resulting from one of these studies.

This fall (2020) the City will finish a watershed study for the Stricker's/Mendota watershed that encompasses this area. The purpose of that study is to evaluate existing conditions in the watershed and look for solutions for flood reduction. Homes adjacent to this greenway have repeatedly flooded in the past and the proposed solutions for this watershed study indicate the best solution for this area is to maximize conveyance.

1.3 Project Area

The Mendota-Grassman Greenway stretches from Old Middleton Road to Lake Mendota on the west side of Madison. The current greenway system is categorized as a small drainage ditch with a heavily wooded floodplain.

The City has conducted a wetland delineation and wetlands were found in the project area. The greenway is FEMA mapped for the 0.2 % annual chance flood hazard area between Camelot Drive and Lake Mendota.

Residents adjacent to this greenway have resisted the removal of any trees in the past. Residents of this area are also actively engaging with the City regarding this project. Therefore, in addition to the traditional design activities, public outreach and environmentally sensitive design are expected.

The project area included in this RFP process is the Mendota-Grassman Greenway and adjacent City-owned parcels as shown in Exhibit 1. It is expected that the Consultant complete site investigations to become familiar with the project area as part of their Proposal and during the project duration.

1.4 Important Dates

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

Issue Date: August 14, 2020
Questions Due Date: August 28, 2020, 4:00 PM CST
Answers Posted Date: September 4, 2020, 4:00 PM CST
Proposal Due Date: September 11, 2020, 4:00 PM CST

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: Standard Terms & Conditions

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

1.8 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a Proposal, Proposers affirm their willingness to enter into a contract containing these terms.

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

1.9 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 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

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, if applicable, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.10 City of Madison Contact Information

The City of Madison is the procuring agency: Jojo O'Brien
City of Madison Engineering Division
jobrien@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

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.

1.11 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 Jojo O'Brien at jobrien@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 p.m. (CDT) August 28, 2020. All questions and responses will be sent and posted no later than September 4, 2020 by 4:00 p.m.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 Tax Exempt

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

1.20 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 City is not providing a Scope of Services, but is outlining the goals of the project, the minimum tasks, and the responsibilities of the City and the Consultant. The Consultant shall read through the goals and responsibilities and provide a Scope of Services with their Proposals. The Scope of Services shall be submitted with a corresponding cost proposal that is broken down per item of the proposed Scope of Services. The Scope of Services shall become part of the Contract for Purchase of Services for the project.

The City typically conducts its greenway design in-house and has greenway 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 acceptable, and the Consultant shall be willing to modify designs based on City input.

2.1 Project Goals

This project has two main design goals.

1. Reduce flooding in areas adjacent to, and upstream and downstream of, the greenway

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 Storm (100-year event). It is understood this goal will be challenging to meet in this area. Therefore, the consultant should maximize flood reduction to the greatest extent possible, while keeping projects costs to a reasonable level.

2. Minimize the removal of desirable trees

There are desirable trees in the project area (tree data, topo survey combined with a tree health and quality survey, will be provided to the Consultant along with desirability criteria), and the consultant shall minimize desirable tree loss.

2.2 Project Tasks

The City anticipates the Consultant will provide the following minimum services. The Consultant's Proposal shall identify additional tasks where appropriate. The Consultant shall develop a Scope of Work for the recommended tasks as part of their Proposal.

1. Review data collected by City of Madison and recommend, or procure additional data, if necessary.

The following data can be obtained through existing City contracts. The Consultant shall coordinate procurement of this data with the Project Manager. Costs for procuring this data does not need to be included in the Scope of Services.

- Boring and soils data
- Utility line openings
- Archaeological reviews and reports
- Sediment analysis
- Topo survey data (separate from critical elevation survey or relocation map survey)
- Appraisals necessary for relocation orders

Data needs other than those listed above shall be included in the Scope of Services and paid for as part of the project completion.

2. Evaluate the proposed greenway utilizing the existing computer model.

The City has an existing watershed model that includes this greenway system from the Stricker's/Mendota Watershed Study. The model was created in XP-SWMM 1D/2D v2019.1.2. The Consultant is expected to incorporate their design into the model to analyze changes in flooding.

A conceptual design will be a deliverable of the watershed study (cross section, modified culvert inverts etc). It is not yet finalized. This information is anticipated to be ready to provide to the Consultant by the time the contract is signed.

A preliminary look at greenway solutions via the watershed study is provided in detail via Exhibit 4. The "Mendota Greenway Overall Analysis Process_2020-08-12reduced.pdf" summarizes the scenarios the watershed study consultant has completed for this greenway system. The Consultant shall begin their design process for this RFP with the base assumptions in scenario 5A.

The overall takeaways from the analysis are following (please see "Mendota Greenway Overall Analysis Process_2020-08-12reduced.pdf" for more detail, and note these numbers are subject to be changed, and are provided here to help with relative project scoping):

- Flows shown in scenario 5A need to be conveyed during the 100-year. This includes additional flow from the existing solutions model to account for upstream fixes that move flows downstream.
 - Includes increased inflow from Skyview Pond and Julia Street improvements
 - Includes 0.6% slope outflow pipe from Tiedeman Pond
 - Eliminates inlet capacity restrictions
- A typical cross section, described below, was able to convey the anticipated flows with culvert modifications and fit fairly well within City property. There were ~4 property boundaries crossed with the standard section, see pdf. The geometry of the cross section is:
 - 2' deep with an 8' wide bottom,
 - 4:1 slopes up to a floodplain 1' higher
 - 12' wide floodplains on either side
 - Floodplain connects at a 4:1 to existing ground
- The culvert under University Ave needs to be lowered, or a >84" culvert added alongside may provide the necessary conveyance. The Consultant is allowed to modify any of the culvert crossings, however, the Consultant shall investigate the feasibility of alternative options, such as adding additional culverts, as a preferred option.
- Expanding Grassman Pond is not part of the scope, as there isn't a large cost benefit to doing so.

The Stricker's/Mendota Watershed Study also recommends additional flood reduction solutions upstream of the greenway. 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.

The Stricker's/Mendota Watershed Study used LiDAR data to approximate critical elevations. The Consultant shall identify any critical elevations that would result in structure flooding, and complete survey on private property to verify the critical elevations. The Consultant shall coordinate with the City on where survey is needed. The City will coordinate with property owners to receive proper Right of Entry forms to complete the survey prior to the Consultant entering private property.

The Consultant shall utilize the existing computer model to evaluate impacts of their design on flood results for the 10- and 100-yr storm event. The Consultant shall recommend additional storm events if they deem necessary.

3. Develop sediment sampling plan in accordance with NR 347 and potential 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. The soil testing is to be done by the City's testing consultant. Soil exploration is to be coordinated by the Consultant, but billed directly to City by testing firm.

If the proposed design includes dredging, the Consultant shall complete a dredging, dewatering, and spoils management plan as part of the project design. The Consultant shall coordinate with the City Project Manager on determining a spoils disposal location.

4. Develop permit applications and supporting documents.

The Consultant shall identify the necessary permits, develop applications and supporting documents, submit documents, confirm permits have been received, and facilitate City payment of permits.

Because a portion of the greenway is within the 0.2% chance floodplain, Consultant shall comment on FEMA remapping activities that may be required, and if required, provide the appropriate scope and cost.

5. Conduct public outreach activities.

The residents in the neighborhoods adjacent to the greenway are active. The City has a robust public outreach approach. The Consultant is expected to lead the public outreach activities while following established City processes.

The City expects at least two (2) Public Information Meetings to occur during the project. The Consultant shall recommend the appropriate number of public information meetings, provide meeting materials, conduct meetings, and document public questions.

Stakeholder meetings may also be appropriate for this project. The Consultant shall recommend the appropriate number of stakeholders and stakeholder meetings and facilitate meetings.

Additional public outreach could include website maintenance and/or responding to project-related email communication.

6. Develop construction drawings and specifications for 30%, 60%, 90%, and Final Design review.

The Consultant shall provide recommendations to the City on what sheets and specifications should be included during each review. The design shall at a minimum:

- Avoid utility conflicts where possible. Where not possible, Consultant shall work with the City to identify utilities in conflict and the feasibility of relocating. Consultant shall lead the coordination with the appropriate utility companies and/or the City.
- Identify impacts on other stakeholders and coordinate with Dane County for any impacts on University Ave, with MMSD for any sanitary impacts on their mains, and any other stakeholders including other City agencies, or other public agencies.
- Utilize environmentally sensitive design techniques.
- Show disturbance limits, channel cross sections and profiles, provide plan and profile and pipe chart information for any storm and or sanitary sewer relocations or installations
- Show tree removal and provide direction as to who will mark them for removal/saving.
- For trees to be removed close to the property line, Consultant shall field verify that those trees are on City property.
- Minimize wetland mitigation credits needed.
- Provide maintenance access.
- Contain an erosion control plan (for both WDNR and City of Madison).

- Identify Permanent Limited Easements (PLEs), Temporary Limited Easements (TLEs), and upon confirmation of the needs with City Engineering staff, prepare the Relocation Order Maps (ROs) of the acquisitions necessary for construction and/or maintenance of the Greenway, or for conveyance of 1% storms outside of City property. The Relocation Order Maps shall be completed and ready for introduction to the Common Council at least eight months prior to the bidding of the project. For a general outline of the City acquisition process after the Relocation Order Maps have been completed, please see Exhibit 2—Typical Right of Way Acquisition Schedule.
- Include a restoration plan for the greenway that utilizes native plants and trees.

Please note, the City has Final Design review. 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.

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.

There are several culvert crossings in the greenway. Preliminary model results show that these may need to be modified or reconstructed as part of the project (see more detailed information in 2.2 Project Tasks #2). The designs shall follow all standard specifications and standards for the City of Madison and WisDOT, where appropriate.

7. Develop Opinion of Probable cost for 60%, 90%, and Final Design.
8. Potentially Develop Phased Bidding Packages.

Depending on overall project costs, the greenway reconstruction may need to take place in phases. The Consultant shall coordinate proposed funding with the City to determine reconstruction phasing. If necessary, Consultant shall prepare multiple contracts and plan sets based on final project phasing. Phasing shall be determined by the City upon review of the 30% design estimate.

9. Provide support services during bidding.

Prepare addenda to contract and answer questions during bidding, attend the preconstruction meeting(s), and review shop drawings.

10. Explore grant funding.

Consultant shall look for applicable grants to fund the construction of the project. If grant programs are applicable, Consultant will complete the grant applications and supporting documents.

11. Project management.

The Consultant shall perform necessary project management tasks to complete project. Minimum tasks expected include:

- Attending project meetings and taking meeting minutes
- Providing a schedule and monthly schedule updates

2.3 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. XP-SWMM 1D/2D Stricker's/Mendota Watershed Study model
 - b. Stricker's/Mendota Existing Conditions Report and Preliminary Solutions
 - c. Topographic survey data
 - d. Exterior property boundary of the Greenway as part of the topographic survey data
 - e. Tree quality assessment data that can be linked to the survey and tree desirability criteria
 - f. Wetland delineation (report pending)
 - g. Historic greenway data –available construction plans
 - h. Storm structure and pipe data
 - i. DEM & Contours
 - 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 shall provide the necessary land title reports and additional survey information that may be necessary, if any, to complete the Relocation Order Maps setting forth the acquisition of land interests required for the project. The City shall pay for appraisals associated with Relocation Orders.
7. The City will provide guidance where identified in the Tree Quality Criteria on which trees to remove.
8. The City will coordinate with property owners to receive proper Right of Entry forms to complete the critical elevation survey prior to the Consultant entering private property.

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. Provide a line item in the proposed Scope of Services for the unit cost of additional meetings with City 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. Complete critical elevation survey to get accurate design constraints for which flood elevations would cause structure flooding. The Consultant shall provide locations that need survey and the City shall coordinate retrieving the Right of Entry forms for the Consultant to complete the survey.
7. Consultant shall prepare Relocation Order Map(s), in accordance with WI ss32.05(1)(a), sufficient to support appraisals of parcels to be acquired and for filing with Dane County Clerk. Relocation Order Maps shall accurately show all buildings and all other improvements lying within 20 feet of the proposed acquisition area as provided per the topographic survey from the City. An electronic file of the existing topographic mapping with existing boundaries of the greenway shall be provided by the City upon the award of the contract. The consultant shall use this information to complete the mapping herein. The Relocation Order Map shall contain a Schedule of Lands and

Interests shown on the map. The Schedule shall identify the current legal Owner, the type and area of the interests to be acquired for each parcel. See the Relocation Order Map example attached hereto as Exhibit 5. For purposes of this RFP, the Consultant shall assume 5 acquisition areas will be required for this project. The Consultant shall provide a cost per acquisition area.

8. Consultant shall submit a final draft version of the final Relocation Order Map(s) and legal descriptions to the City for review a minimum of 7 days prior to the anticipated delivery date for the final product. City will provide comments in writing within 3 days and Consultant shall make all necessary revisions.
9. Consultant shall, upon the City of Madison Common Council adoption of the Relocation Order, stake in the field with lath, marking the land interest areas for use by the City of Madison contracted Appraiser.
10. Develop grant applications in coordination with the City.
11. 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 will be likely to accommodate project phasing.
12. Provide all AutoCAD files used to create the design and associated plan set.
13. Provide revised model files, including an updated XP-TIN for the surface, updated to include final design. Provide any design files to the City.
14. Develop addenda, if necessary, for changes to construction plans or specifications during the bidding process.
15. The Consultant will coordinate utility relocation with permission from the City.

3 SCHEDULE AND SUBMISSION CONTENT

3.1 Timeline

TIMELINE	
RFP released	August 14, 2020
Submission deadline	September 11, 2020
Selection of Consultant(s)	September 23, 2020
Anticipated Project Start/Project Kick off Meeting	October 12, 2020
Anticipated Project Completion	November 22, 2021

3.2 Submission Contents

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

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 greenway 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. Where appropriate, provide additional information describing Team's recommendations for design of this project
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. Briefly 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. 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 Meetings, and Coordination meetings.

- f. Due to COVID-19, anticipate all meetings will be held virtually.
- 7. 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.

3.3 Submittal Details

Submit Proposal via email by 4:00 p.m. on September 11, 2020:

City of Madison Engineering Division
Mendota Grassman Greenway Flood Mitigation and Restoration Design
Attn: Jojo O'Brien
jobrien@cityofmadison.com

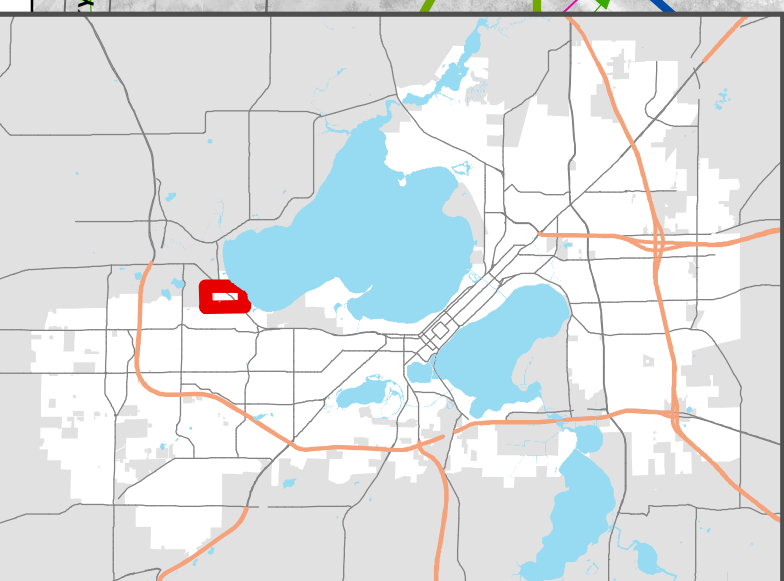
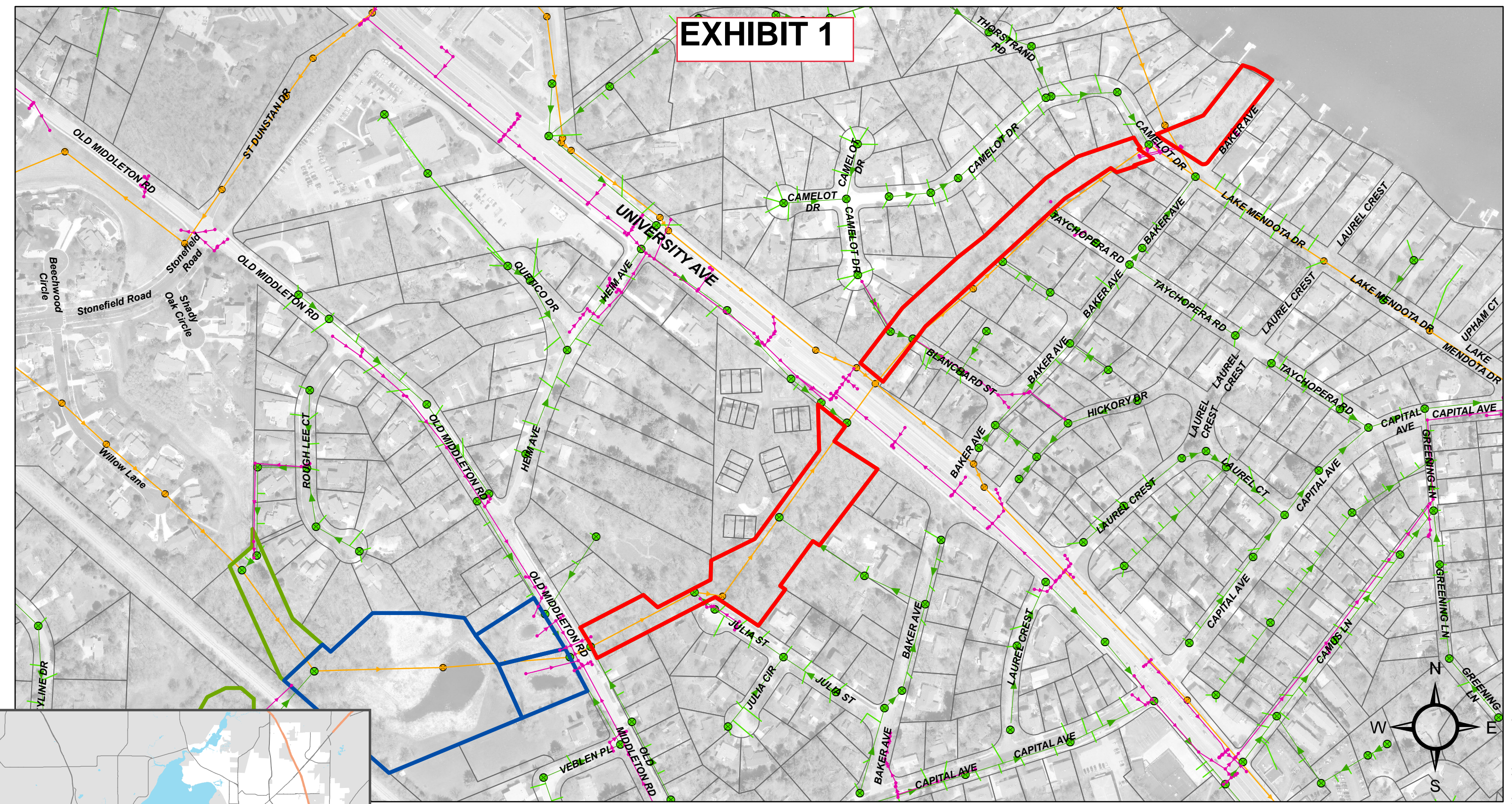
Complete submittals shall consist of one (1) electronic copy in pdf format containing the entire response. Incomplete submittals shall not be considered.

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.

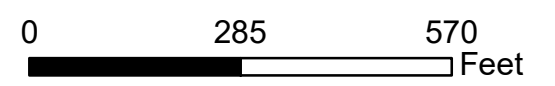
If necessary, the City Selection Committee may elect to interview a subset of respondents to this RFP to better understand differing proposed approaches to the projects. Each interview will be scheduled by the City following submission of all Proposals. The City reserves the right to interview any subset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

EXHIBIT 1



Mendota Grassman Greenway System--Project Area

- Project Area: Mendota Grassman Gwys
- Greenway
- Pond
- Parcels
- Sanitary Mains
- SAS
- MMSD Mains
- MMSD Structures
- Stormwater Pipes
- Stormwater Structures



Date: 8/4/2020

EXHIBIT 2



Department of Planning & Community & Economic Development

Economic Development Division

Matthew B. Mikolajewski, Director

P.O. Box 2983

Madison, Wisconsin 53701-2983

Phone: (608) 266-4222

Fax: (608) 261-6126

www.cityofmadison.com

Office of Real Estate Services

Typical Right of Way Acquisition Schedule

Planning Phase:

Engineering notifies Office of Real Estate Services ("ORES") of pending project(s). ORES works the projects into the overall work schedule. ORES notifies Engineering of any significant scheduling conflicts.

Acquisition Phase:

Engineering hires a surveyor (or provides in-house surveying) to draft the plat map to accompany the Relocation Order, and drafts the resolution to be introduced to the Common Council for the approval of the Relocation Order. Upon adoption of the resolution by council; ORES initiates acquisition process, as follows:

1. Request for appraisal bids or proposals (14 days*)
**requests may occur ahead of council approval, but no work may commence until after council approval of the Relocation Order.*
**if the project is large, a Purchases of Services contract will need to be routed for signature and approval will take longer.*
2. Appraisal bids reviewed and bid approved (2 days)
3. Introduction letters sent to all affect landowners (2 days)
The letter notifies the property owners that staking of the acquisition areas will occur in the near future, followed by a call from the appraiser to set the appraisal inspection appointment.
4. Appraisal inspections and appraisal reports written (45-60 days*)
**if the project is large, this could take longer. For small projects, turnaround time could be 30 days*
5. Appraisals reviewed and offers approved (10 days*)
**for large projects with multiple property owners, review will be longer than 10 days.*
6. Written offer and copy of appraisal provided to owner (5 days)
7. Statutory owner appraisal period & negotiation (60 days)
8. Review of owner's appraisal & negotiation (15 days)
9. Lis Pendens, Jurisdictional Offer and Final Award of Compensation period (30-40 days)

Estimated time required: Approximately 26 - 29 weeks or **6.5 - 7.5 Months***

*This is an approximate time frame that does not include any unforeseen engineering changes, ownership changes, site contamination, or title issues discovered during the acquisition process. Real Estate requests a minimum **8-month** time frame for acquisition projects; this is from the time of the Relocation Order adoption, to the time of right-of-way clearing (acquisition closing). This approximate schedule does not include business or residential relocations; which can take up to a year or longer, depending upon the complexity. These time periods are also established by Wis. Statutes. Please refer to the "Rights of Landowners" brochure, under Wis Stat. 32.05.

The acquisition process is also determined by requirements of the Federal Uniform Relocation Act. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The State of Wisconsin has also adopted the "before and after" valuation scenario to estimate just compensation due to property owners, in which the property is appraised to determine its fair market value both before the project, and after. The difference in the "before and after" values is the amount of compensation to be negotiated.

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 Mendota Grassman Greenway Reconstruction

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 locations.

1. Some can be downloaded from the City's Open Data (<https://cityofmadison.maps.arcgis.com/home/index.html>) portal via links shown with each dataset.
2. Others are only available via visiting the City FTP site.
City FTP: <ftp://ftp.cityofmadison.com/>
Login: cityftp
Password: 2upload!
Folder: Stormwater

Where applicable, data for other municipalities within the watersheds will need to be obtained from that municipality.

- a. XP-SWMM 1D/2D Stricker's/Mendota Watershed Study model
 - To be provided to contracted consultant
- b. Stricker's/Mendota Existing Conditions Report and Preliminary Solutions
 - On FTP site in Stormwater/MendotaGrassmanRFP/StrickersMendotaWS
 - The "Mendota Greenway Overall Analysis Process_2020-08-12reduced.pdf" shows the first part of the process that the watershed study consultant went through to complete a preliminary design for the greenway. The City would like the design process for this RFP to begin from scenario 5A.
- c. Topographic survey data
 - On FTP site in Stormwater/MendotaGrassmanRFP
- d. Exterior property boundary of the Greenway as part of the Topographic survey data.
 - Included as part of c. Topographic Survey Data
- e. Tree quality assessment data that can be linked to the survey and tree desirability criteria
 - On FTP site in Stormwater/MendotaGrassmanRFP
 - This is all in one spreadsheet
 - Some tree topo points didn't have a corresponding tag number, the City will ask Burse to rectify
- g. Wetland delineation (report pending)
 - On FTP site in Stormwater/MendotaGrassmanRFP
- h. Historic greenway data –available construction plans
 - On FTP site in Stormwater/MendotaGrassmanRFP
 - Often, the only data available are greenway rating information and photos. Newly reconstructed greenways may include construction plans, as built information, etc.
- i. Storm structure and pipe data
 - On FTP site in Stormwater/ArcGIS_Basics
 - The most accurate data will be in the XP-SWMM model
 - **Storm Sewer Pipes** (also downloadable 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**
 - 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** *(also downloadable 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**
 - Data was mapped from parking lot construction plans from private development

j. DEM & Contours

- Will be provided to contracted consultant once 2020 LiDAR and contours are available
- For now, our 2018 imagery is hosted as an image server here:
https://gisimg.cityofmadison.com/arcgis/rest/services/ImageServices/2018_CITY_COLOR/ImageServer
- LiDAR data from 2016 is available online in tiles:
https://bin.ssec.wisc.edu/pub/wisconsinview/lidar/Dane/Madison_2016_City_Delivery/
- In the FTP website, “2020 February Watershed Studies” folder you can find a citywide small cell DEM
 - 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.

k. 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"> ○ A-Debris Removal ○ B- Emergency Protective Measures ○ C-Roads and Bridges ○ D-Water Control Facilities ○ E-Buildings and Equipment ○ F-Utilities ○ G-Parks, Recreation, Other

Feature Class Name	Description
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 th 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

BELTLINE HIGHWAY
U.S.H. 12 & 18

FOUND BRASS CAP MONUMENT
AT THE SOUTH QUARTER
CORNER SEC 22, T1N, R10 E
N:473087.89 E:844553.53
(N:473087.89 E:844553.46)

THIS RELOCATION ORDER IS BASED UPON
A SURVEY COMPLETED BY BURSE
ENGINEERING FOR AND IN COORDINATION
WITH THE CITY OF MADISON

RELOCATION ORDER APPROVED
BY THE PLAN COMMISSION:

RELOCATION ORDER APPROVED
BY THE BOARD OF PUBLIC WORKS:

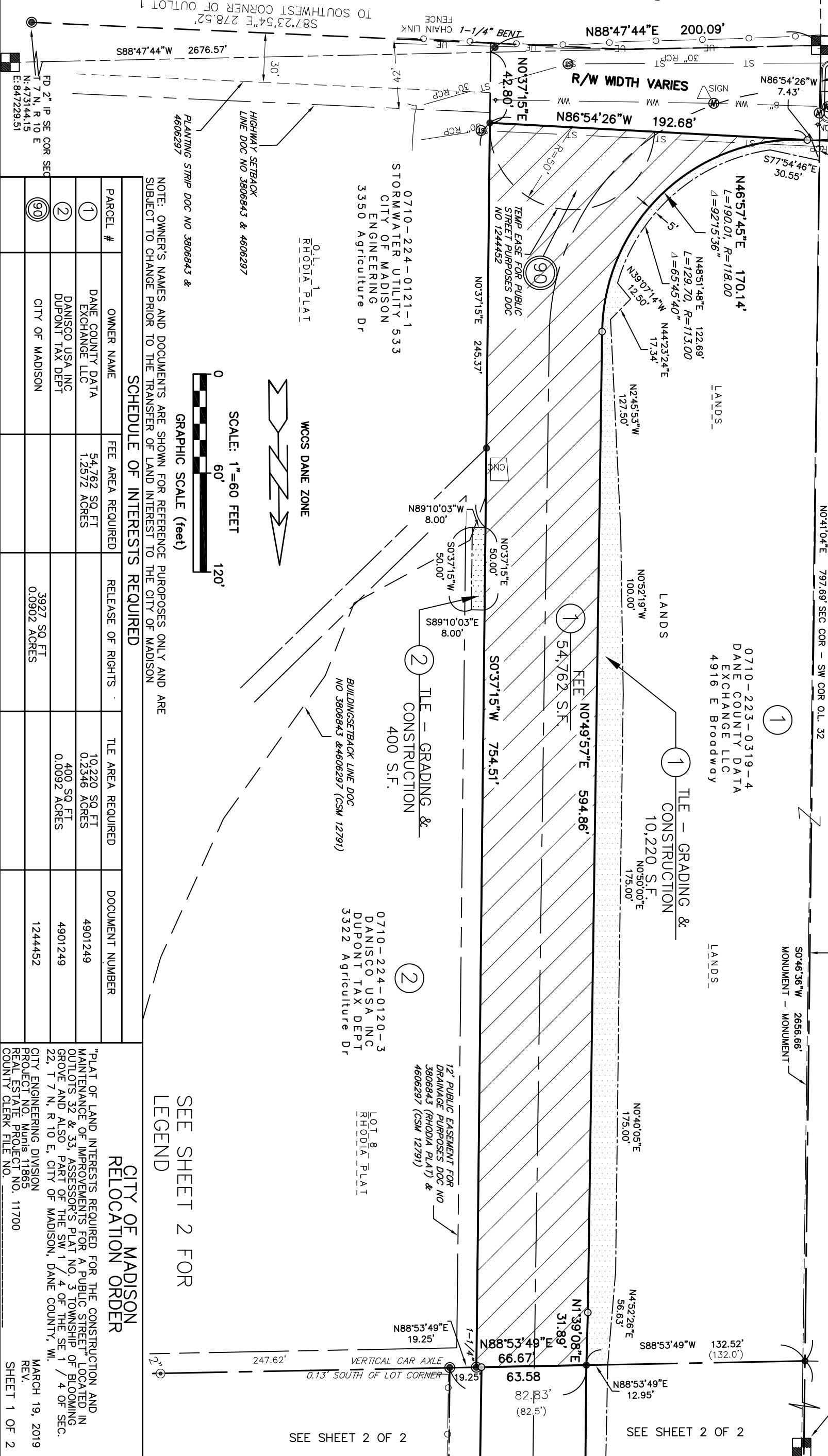
RELOCATION ORDER APPROVED
BY THE COMMON COUNCIL:

EXECUTIVE SECRETARY _____ DATE _____ EXECUTIVE SECRETARY _____ DATE _____ CITY CLERK _____ DATE _____

(W. LINE SE 1/4, SEC. 22, E. LINE O.L. 54)
N04108"E 57.80'
(57.8')

W. LINE SE 1/4 SECTION
22, T1N, R10 E & E.
LINE O.L. 54)
S04108"W 12.00'

FOUND BRASS CAP MONUMENT AT THE CENTER OF
SECTION 22
N:475744.30 E:844589.54
(N:475744.08 E:844589.35)



NOTE: OWNER'S NAMES AND DOCUMENTS ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE
SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST TO THE CITY OF MADISON

SCHEDULE OF INTERESTS REQUIRED

PARCEL #	OWNER NAME	FEE AREA REQUIRED	RELEASE OF RIGHTS	TILE AREA REQUIRED	DOCUMENT NUMBER
①	DANE COUNTY DATA EXCHANGE LLC	54,762 SQ. FT 1.2572 ACRES		10,220 SQ. FT 0.2346 ACRES	4901249
②	DANISCO USA INC DUPONT TAX DEPT			400 SQ. FT 0.0092 ACRES	4901249
⑨	CITY OF MADISON		3927 SQ. FT 0.0902 ACRES		1244452

SEE SHEET 2 FOR
LEGEND

CITY OF MADISON RELOCATION ORDER

"PLAT OF LAND INTERESTS REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS FOR A PUBLIC STREET" LOCATED IN OUTLOTS 32 & 33, ASSESSOR'S PLAT NO. 3 TOWNSHIP OF BLOOMING GROVE AND ALSO PART OF THE SW 1/4 OF THE SE 1/4 OF SEC. 22, T 7 N., R 10 E., CITY OF MADISON, DANE COUNTY, WI.
CITY ENGINEERING DIVISION
PROJECT NO. MURS 11865
REAL ESTATE PROJECT NO. 11700
MARCH 19, 2019
REV.
SHEET 1 OF 2



SEE SHEET 2 OF 2

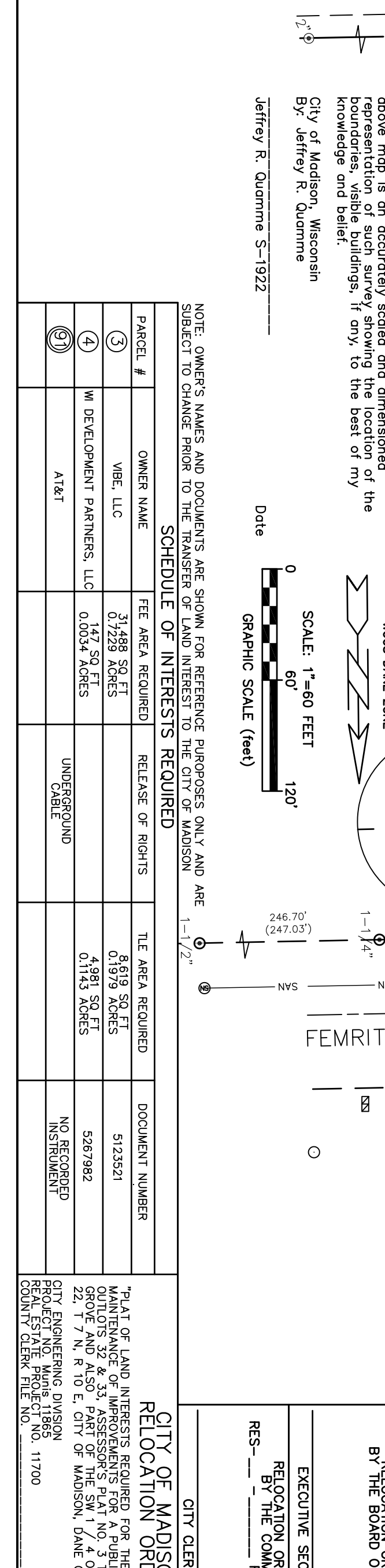
SEE SHEET 2 OF 2

ASSASSOR'S PLAT NO. 2
BLOOMING GROVE
OUTLOT 54

0710-223-0411-8
WISCONSIN DATA EXCHANGE
LLC
4921 Femrite Dr

W. LINE SE 1/4 SECTION
22.17N, R10 E & E.
LINE O.L. 54)

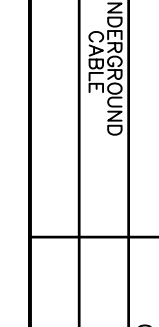
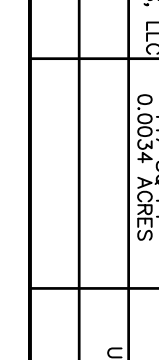
FOUND BRASS CAP MONUMENT
AT THE CENTER OF SECTION 22
N: 475744.30 E: 844589.54
(N: 475744.08 E: 844589.35)



Surveyor's Certificate
State of Wisconsin)
County of Dane) SS

I, Jeffrey R. Quamme, Registered Land Surveyor in the State of Wisconsin, do hereby certify that I have surveyed and mapped the above platted property in accordance with the information furnished and in compliance with the requirements of Chapter AE-7, Wisconsin Administrative Code; and that the above map is an accurately scaled and dimensioned representation of such survey showing the location of the boundaries, visible buildings, if any, to the best of my knowledge and belief.

City of Madison, Wisconsin
By: Jeffrey R. Quamme
Jeffrey R. Quamme S-1922



SCHEDULE OF INTERESTS REQUIRED

PARCEL #	OWNER NAME	FEE AREA REQUIRED	RELEASE OF RIGHTS	TILE AREA REQUIRED	DOCUMENT NUMBER
3	VIBE, LLC	31,488 SQ FT 0.7229 ACRES		8,619 SQ FT 0.1979 ACRES	5123521
4	WI DEVELOPMENT PARTNERS, LLC	147 SQ FT 0.0034 ACRES		4,981 SQ FT 0.1143 ACRES	5267982
91	AT&T		UNDERGROUND CABLE		NO RECORDED INSTRUMENT

NOTE: OWNER'S NAMES AND DOCUMENTS ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST TO THE CITY OF MADISON

RELOCATION ORDER APPROVED BY THE BOARD OF PUBLIC WORKS:

EXECUTIVE SECRETARY _____ DATE _____

RELOCATION ORDER APPROVED BY THE COMMON COUNCIL:

RES-____-____ FILE ID NO. _____

CITY CLERK _____ DATE _____

*PLAT OF LAND INTERESTS REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS FOR A PUBLIC STREET LOCATED IN OUTLOTS 32 & 33, ASSASSOR'S PLAT NO. 3 TOWNSHIP OF BLOOMING GROVE AND ALSO, PART OF THE SW 1/4 OF THE SE 1/4 OF SEC. 22, T 7 N, R 10 E, CITY OF MADISON, DANE COUNTY, WI.

CITY ENGINEERING DIVISION
PROJECT NO. Muns 11865
REAL ESTATE PROJECT NO. 11700
MARCH 19, 2019
REV.
SHEET 2 OF 2



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.
- a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
- a. 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.
 - b. 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.
- a. 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.
 - b. Work not conforming to these warranties shall be considered defective.
 - c. 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 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.

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 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.



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. 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

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

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

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

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

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

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

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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

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

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **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.