



Department of Public Works

## Engineering Division

James M. Wolfe, 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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

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**Assistant City Engineer**

Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris Petykowski, P.E.

**Deputy Division Manager**

Kathleen M. Cryan

**Principal Engineer 2**

John S. Fahrney, P.E.  
Janet Schmidt, P.E.

**Principal Engineer 1**

Mark D. Moder, P.E.  
Andrew J. Zwieg, P.E.

**Financial Manager**

Steven B. Danner-Rivers

Date: July 6, 2023

To: Contractors Submitting Proposals for Surveying Services

From: James Wolfe, City Engineer

Re: Request for Proposal for Surveying Services

The City of Madison Engineering Division is requesting Contractor proposals for the survey and preparation of a Relocation Order Map for the acquisition of the Reuschlein and Algrem Site at 7404 Siggelkow Road in the City of Madison. The intent for this Request for Proposal (RFP) is to allow Contractors the opportunity to enter into a contract with the City of Madison for the required project as detailed in the attached Scope of Services.

Please refer to the Scope of Services for pertinent information and dates. The following items are included with and considered part of this RFP. Materials can be found at VendorNet using the following link: <https://vendornet.wi.gov/>; or DemandStar: <https://network.demandstar.com/>

- Scope of Services and associated attachments.
- Standard Terms and Conditions
- Sample Contract

Additional information including survey data and Title Information (zip files) may be obtained by emailing Jeff Quamme, [jquamme@cityofmadison.com](mailto:jquamme@cityofmadison.com).

Contractors shall submit 1 copy of their Proposals via email to Jeff Quamme at [jquamme@cityofmadison.com](mailto:jquamme@cityofmadison.com) by July 19<sup>th</sup>, 2023 at 4:00 P.M. Physical submittals may also be made at the following address:

City of Madison Land Information Official Map  
Attn: Jeff Quamme  
1600 Emil Street  
Madison, WI 53713

Please carefully review the materials and follow all instructions. The successful Contractor must be agreeable to the City of Madison standard contract language in the Sample Contract. Questions regarding this project may be directed to the project Manager Jeff Quamme @ [jquamme@cityofmadison.com](mailto:jquamme@cityofmadison.com) or 608-266-4097.

Sincerely,

James Wolfe, P.E., City of Madison Engineer

cc: Greg Fries, City Engineering  
Janet Schmidt, City Engineering  
Jennifer Frese, City Real Estate  
Melissa Herman, City Real Estate

# **SCOPE OF SERVICES – REUSCHLEIN AND ALGREM SITE LAND ACQUISITION RELOCATION ORDER / SURVEY**

## **A. PROJECT DESCRIPTION**

The Scope of Services for this contract generally consists of:

- Property survey in accordance with Administrative Code Chapter A-E 7 of the property generally shown on Attachment A, Survey Limits Map. The legal description, current vesting deeds and tax parcel number of the lands to be surveyed are as provided in Attachment B.
- Relocation Order Map in accordance with WI ss32.05(1)(a) (Examples attached in Attachment C)
- Additional Title Information, Plat, Transportation Plat, Right of Way Plat and Surveys of record currently within City files are also available as zip files as posted with this Scope of Services. This information should not be considered comprehensive, but informative for the purposes of this Scope of Services.

Survey and Relocation Order map work to be completed by the Contractor will be used to support of the acquisition of property by the City of Madison as shown on Attachment A and described in Attachment B. The total area of the property to be acquired is approximately 35.2 acres. Fee acquisition of the entire parcel is anticipated.

All access to the property to be surveyed (7404 Siggelkow Rd, Madison, WI) shall be coordinated with the current owners of the property, via the City of Madison Land Information Manager (the Manager). The Manager assigned to this work is Jeff Quamme, who may be reached at jrquamme@cityofmadison.com. The Contractor shall provide the Manager with possible dates and times for work to be conducted in the field, and the Manager will work with the property owners to permit the Contractor entry into the property. The property owner may require the Contractor to meet onsite at a selected time to provide Contractor access to the site and instructions. Additional access through City owned lands lying north and east of the lands to be surveyed will also be allowed by the City.

**SPECIFIC SURVEY LIMITS AND REQUIREMENTS.** The survey limits are shown on Attachment A along with descriptions in Attachment B. Each project shall conform to the general survey requirements as described above and in the below descriptions.

## **B. TITLE SEARCHES**

The City of Madison shall obtain a 60-year title searches for the parcel to be acquired. A copy of the title search and associated documents will be provided to the surveyor for use to complete the survey.

## **C. CONDUCT PROPERTY SURVEYS**

Contractor shall complete a property survey of the lands to be acquired in accordance with minimum property survey standards defined in **Wisconsin Administrative Code A-E 7** sufficient to establish and monument existing property lines for the land interest acquisition, and to create maps and legal descriptions of that acquisition area, identify all encumbrances to title per the Title Report provided by the City and show and locate all improvements, fences, evidence of occupation and access points within and adjacent to the property.

The required boundary map per A-E 7 shall be combined with the Relocation Order Map required below into one mapping document satisfying all requirements.

The survey shall be referenced to the Wisconsin Coordinate Reference System (WISCRS) – Dane Zone, NAD83 (1997 or newer) datum, and the North American Vertical Datum of 1988 (NAVD88) 1991 Adjustment

The property corners shall be monumented with a minimum 1 1/4" diameter rebar, 24 inches minimum in

length where existing monumentation is not present. Coordinate with the Manager what monumentation shall be used where the requirement above is not feasible.

Appraisal Staking: Contractor shall coordinate with the City's property appraiser, and shall temporarily mark, one time, the approximate limits of permanent acquisitions at 100 foot intervals in the field after the relocation order has been adopted by the City of Madison Common Council. Marking shall be done with wood lath, paint or other suitable methods and shall be sufficiently accurate to enable appraisal of the impacts of the acquisition on properties, particularly regarding any improvements, buildings, amenities and other structures.

#### **D. RELOCATION ORDER/SURVEY MAP PREPARATION**

Contractor shall prepare a Relocation Order Map of the lands to be acquired, in accordance with **WI ss32.05(1)(a)** and minimum property survey standards defined in **Wisconsin Administrative Code A-E 7** sufficient to support appraisals of parcel to be acquired and for filing with Dane County Clerk. The Relocation Order Map shall accurately show all buildings and all other improvements lying within and within **20 feet** of the proposed acquisition.

Relocation Order Map format. Digital CADD file in a format which is compatible with the City Engineering Division's computer software (Currently Civil 3D 2022). Paper: signed and stamped in format meeting requirements of Dane County Clerk, etc. The City Engineering Division Land Records Coordinator, Jeff Quamme, upon request by the Contractor, can provide a Relocation Order template sample as a model.

A Schedule of Lands and Interests shall be shown on map(s). The Schedule shall identify the current legal owner(s), the type and area of the interest(s) to be acquired for each parcel and the area of the existing parcel including any non-dedicated right of way with underlying title and also an area that excepts any non-dedicated right of way.

(CSV file) – This file shall contain all survey shot information gathered including, but not limited to control, boundary monuments, PLSS corners, improvements and other data which were utilized to complete the survey.

Contractor shall prepare a legal description for one (1) parcel (fee acquisition).

Contractor shall submit a preliminary version of the map in CAD and PDF format, accurately depicting existing property lines as soon as practical following the completion of the field work for the survey for review and comment. Consultant will establish the final parcel boundaries of the acquisition on the Relocation Order based on information supplied by the City.

Upon receiving City comments on the preliminary survey, the Contractor shall submit a final draft version of the final Relocation Order Map(s) and legal descriptions to the City for use in the resolution and acquisition documents.

#### **F. PROJECT CONTACT**

Transmit all information to the following Project Manager with the City of Madison Engineering:

Name: Jeff Quamme, Land Information Manager  
Address: 1600 Emil street  
Madison, WI 53713  
Phone: (608) 266-4097  
E-mail: jrquamme@cityofmadison.com

## **G. PROJECT SCHEDULE**

The schedule for this contract is as follows:

Proposal due to City of Madison	July 19, 2023
Select Consultant by	July 21, 2023
Contract Signed, Authorization to proceed	August 2, 2023
Preliminary Map information submitted to City	August 23, 2023
City provide comments on Survey / Relocation Order	August 28, 2023
Final Map and Legal Descriptions submitted to City	September 1, 2023

Appraisal Staking Completed

November 2023 as coordinated with appraiser.

## **H. SCHEDULE AND METHOD OF PAYMENT**

Each month, the Contractor may submit for payment of those services defined in the "Scope of Services" section of this Agreement that have been satisfactorily completed. The Contractor shall provide a statement listing the names of individuals who worked on the services provided pursuant to this Agreement, the category of work, the number of hours worked and their hourly rates. The Contractor's invoice shall be calculated in accordance with the submitted fee schedule (Schedule A), which shall be attached and made part of the Agreement. After review and acceptance by the Project Coordinator, the City shall issue a payment for those invoiced services. All cost records by the Contractor including, but not limited to, payroll time sheets, payroll receipts, invoices and vouchers shall be available for inspection by a representative of the City upon request.

All cost listed shall not be exceeded without prior written approval of the City Engineer. Provide costs for each individual project and a total project cost.

### **DREGER PROPERTY ACQUISITION**

#### **Consultant Services Costs Not To Exceed:**

<b>Property Survey</b>	<b>\$ _____</b>
<b>Relocation Order Map Preparation and Legal Description</b>	
<b>Appraisal Staking</b>	<b>\$ _____</b>
<b>Total Not to Exceed</b>	<b>\$ _____</b>



# ATTACHMENT A SURVEY LIMITS MAP



Date: 6/23/2023

**City of Madison, WI - GIS/Mapping data**

Printed By: enjrq

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages



# **ATTACHMENT B**

## **DESCRIPTION LANDS TO BE SURVEYED**

Engineering Project No. 13599

Description is per documents of record.

Part of the SW 1/4 or the NE 1/4 of Section 36, T7N, R10 E, in the City of Madison described as follows: Commencing at the SE corner of said SW 1/4 of the NE 1/4 of Section 36; thence North along said quarter quarter line, 417.4 feet; thence West parallel with the South line of said quarter quarter, 521.87 feet; thence South parallel with the East quarter quarter line, 417.4 feet to the South line of said quarter quarter; thence East along said South line to the point of beginning. Subject to highway over the Southerly 23 feet thereof.

The SW quarter of the NE quarter of Section 36, T7N, R10E, in the City of Madison except that parcel set forth in Volume 469 of Records, page 454, as Document 1377703. All that part of the SE quarter of the NW quarter of Section 36, T7N, R10E, in the City of Madison in the Town of Blooming Grove lying Northeasterly of I-90. Also excepting from the above described lands all that part deeded to the State of Wisconsin as set forth in Vol 716 of Deeds, on page 493, Document 1013012.

Also excepting Lot 1, Dane County Certified Survey Map No. 7844, recorded in Volume 41 of Certified Surveys, pages 198 – 199 as Document No. 2677173, in the City of Madison Dane County, Wisconsin.



THOM R. GRENLIE REGISTERED LAND SURVEYOR S1051

114 S. MAIN STREET, VERONA, WISCONSIN 53593 PHONE : 845-6882

SURVEYOR'S CERTIFICATE

State of Wisconsin )

County of Dane ) SS.

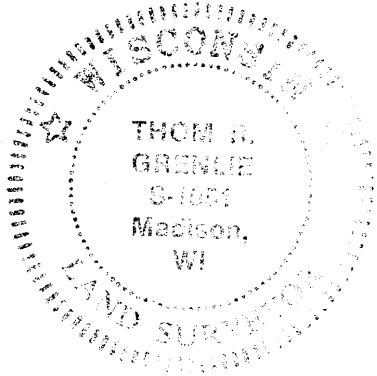
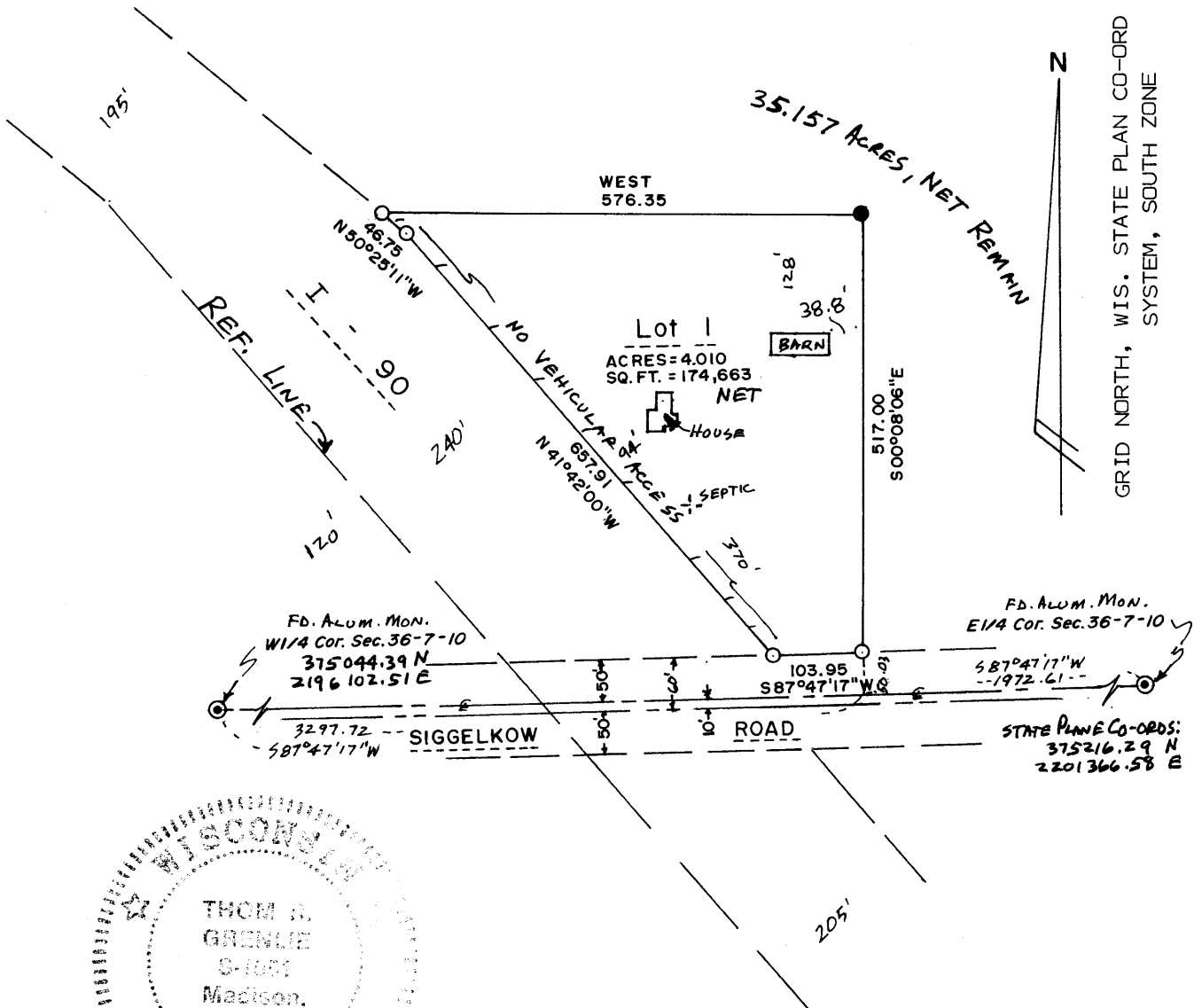
I, Thom R. Grenlie, hereby certify that this survey is in compliance with Chapter 236.34 of Wisconsin Statutes.

I also certify that I have surveyed and mapped the lands described hereon and that the map is a correct representation in accordance with the information provided.

# CERTIFIED SURVEY MAP

Thom R. Grenlie, Registered Land Surveyor

V29893P 62



\*NOTE: SEE PAGE 2.

LEGEND

Scale: 1 inch= 200ft.

- iron stake found
- 1"x24"iron pipe set min.wt.=1.13#/ln ft.

NOTE: ONLY MAJOR BLDGS. SHOWN

SURVEYED TRG/HLC  
DRAWN HLC  
APPROVED  
FIELD BOOK 112-47  
DATE 3-18-95  
TAPE/FILE 18-53

SURVEYED FOR: ARLEN ALGREM / 838-8194

BOX 146 MCFARLAND, WISCONSIN 53558

DESCRIPTION-LOCATION: PART OF THE SW1/4, OF THE NE1/4, OF SECTION 36, T7N, R10E, TOWN OF BLOOMING GROVE, DANE COUNTY, WISCONSIN.

APPROVED FOR RECORDING PER DANE CO. ZONING AND NAT. RES. COMM. action of May 22, 1995.

REGISTER OF DEEDS CERTIFICATE NORB SCRIBNER AGENT

Received for recording this 22 day of May, 1995 at 3:39 o'clock P.M. and recorded in Volume 41 of Certified Survey Maps of Dane County on Pages 198, 199.

Paul Licht by: Beth A. Steinhauser, Deputy Register of Deeds

DOCUMENT # 2677173

CERTIFIED SURVEY MAP# 7844 Vol. 41 Page 198.



Stock No. 26273

GRENLEE OFFICE MAP NO. 2302

PAGE 2 OF 2 PAGES

REFER TO BUILDING SITE INFORMATION CONTAINED IN DANE COUNTY SOIL SURVEY.

CERTIFIED SURVEY MAP**V29893P 63**

LEGAL DESCRIPTION: A PART OF THE SW1/4 OF THE NE 1/4 OF SECTION 36, T7N, R10E, TOWN OF BLOOMING GROVE, DANE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE S87°47'17''W 1972.61 FEET; THENCE N0°08'06''W 50.03 FEET TO THE NORTH R/W LINE OF SIGGELKOW ROAD AND THE POINT OF BEGINNING; THENCE S87°47'17''W ALONG SAID R/W 103.95 FEET TO AN IRON STAKE ON THE EASTERLY R/W OF INTERSTATE 90; THENCE N41°42'W ALONG I-90 657.91 FEET; THENCE N50°25'11''W ALONG I-90 46.75 FEET; THENCE EAST 576.35 FEET; THENCE S0°08'06''E 517.00 FEET TO THE POINT OF BEGINNING. CONTAINS 4.01 ACRES.

OWNERS CERTIFICATE: AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LANDS SHOWN HEREON TO BE SURVEYED, DIVIDED AND MAPPED AS SHOWN. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S 75.17(1)(A), DANE COUNTY CODE OF ORDINANCES TO BE SUBMITTED TO THE DANE COUNTY ZONING AND NATURAL RESOURCES COMMITTEE FOR APPROVAL.

Richard Reuschlein  
RICHARD REUSCHLEIN

Arlen Algrem  
ARLEN ALGREM

Janeen Reuschlein  
JANEEN REUSCHLEIN

Carol Algrem  
CAROL ALGREM

NOTARY PUBLIC: PERSONALLY CAME BEFORE ME THIS 16<sup>th</sup> DAY OF May, 1995, THE ABOVE-NAMED OWNERS, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES 10/27/96

Paul D. Pankratz  
NOTARY PUBLIC.

CERTIFIED SURVEY MAP NO. 7844 VOL. 41 APGE 199

This Indenture, Made by Adolph M. Algrem and Clara Algrem, his wife,  
grantor\_s of Dane County, Wisconsin, hereby conveys and warrants  
to the State of Wisconsin  
grantee of Dane County, Wisconsin  
for the sum of Five thousand and no/100 (\$5,000.00) Dollars  
the following tract of land in Dane County, State of Wisconsin;

A parcel of land in T7N, R10E, Section 36, the SE 1/4 - NW 1/4 and the  
SW 1/4 - NE 1/4 thereof, located from highway reference lines hereinafter  
described.

The Reference Line:

Commencing at a point on the north line of said Section 36, 356.1 feet east  
of the northwest corner;

Thence S 48°-23'E, 1465.0 feet to a point of curve;

Thence southeasterly on a curve to the right, radius 11,459.2 feet, 762.4  
feet to the point of beginning of the reference line and a west property  
line of the owner;

Thence continuing southeasterly on said curve to the right, 614.3 feet to  
a point of tangency;

Thence S 41°-29'E, 805.6 feet to Point "A" on a south property line of the  
owner, which is the east-west quarter line of said Section 36.

Reference Line "D":

Commencing at the above-described point "A";

Thence S 41°-29'E, 12.91 feet;

Thence S 87°-46'W, 708.17 feet to the point of beginning of reference line "D";

Thence N 87°-46'E, 1500 feet.

Said parcel includes all land lying between a north property line of the  
owner, which is the north sixteenth line of said Section 36, a west property  
line of the owner and between lines described as follows:

Line "A":

On a straight line from a point on a west property line of the owner 216 feet  
(Cont'd on back)

IN WITNESS WHEREOF, the said grantor\_s ha ve hereunto set their hands and seal\_s this 26th  
day of October, A. D., 19 60.

SIGNED AND SEALED IN PRESENCE OF

Emmett Algrem  
Emmett Algrem  
Russell F. Wedeking  
Russell F. Wedeking

Adolph M. Algrem (SEAL)  
Adolph M. Algrem

Clara J. Algrem (SEAL)  
Clara J. Algrem

(SEAL)

(SEAL)

STATE OF WISCONSIN,

Dane County, } ss.

Personally came before me, this 26th day of October, A. D., 19 60  
the above named Adolph M. Algrem and Clara J. Algrem

to me known to be the person\_s who executed the foregoing instrument and acknowledged the same.

Received for Record this 1st day of  
November A. D., 19 60 at 3:50 o'clock PM.

Harold K. Hill  
By: Bertie S. Dunn  
Register of Deeds  
Deputy Register of Deeds

J. J. Koltes  
Notary Public, Dane County, Wis.  
My commission expires March 3 A. D., 19 63

This instrument drafted by STATE HIGHWAY COMMISSION OF WISCONSIN  
Negotiated by J. J. Koltes

## WARRANTY DEED

REGISTRAR'S OFFICE,  
STATE OF WISCONSIN,

Name \_\_\_\_\_ County \_\_\_\_\_

Received for Record this 1st day of  
November A. D. 1960

at 3:52 o'clock P. M., and recorded  
in Vol. 716 of Deeds on Page 493

Barclay H. Hiep  
Register of Deeds.

Deputy.

RETURN TO

NO. 1013012

Algerm

TO

State of Wisconsin

to a point 120 feet, both points being southwesterly of and normal to the above-described reference line, from its point of beginning, southeasterly, 907.7 feet measured along said reference line;

120 feet southwesterly of and parallel to said reference line for the next 512.2 feet along said reference line to a south property line of the owner.

Line "B":

195 feet northeasterly of and parallel to the above-described reference line, from its point of beginning, southeasterly, 614.3 feet measured along said reference line to a line normal thereto;

From a point 195 feet to a point 240 feet, both points being northeasterly of and normal to said reference line for the next 293.4 feet along said reference line;

240 feet northeasterly of and parallel to said reference line, for the next 512.2 feet along said reference line to a south property line of the owner.

Said parcel also includes all land, exclusive of land described above, lying between a south property line of the owner and a line described as follows:

From a point 43 feet to a point 60 feet, both points being northerly of and normal to said reference line "D", from its point of beginning, easterly, 200 feet measured along said reference line "D";

60 feet northerly of and parallel to said reference line "D" for the next 1,200 feet along said reference line "D" to a line normal thereto;

From a point 60 feet to a point 43 feet, both points being northerly of and normal to said reference line "D", for the next 100 feet along said reference line "D".

Said parcel, exclusive of all land already in use for highway purposes and encroachments, contains 12.46 acres, more or less.

For a part of the consideration herein stated there is also bargained, sold, conveyed, and relinquished to the grantee all existing, future or potential common law or statutory easements or rights of direct access between any traveled way of the Interstate Highway, designated as Interstate Highway 90, and all of the abutting remaining real property of the grantors, whether acquired by separate conveyances or otherwise, where the following described real property abuts on the said Interstate Highway:

That land of the owner in the SE 1/4 - NW 1/4 and the SW 1/4 - NE 1/4 of Section 36, T7N, R10E, lying southwesterly and northeasterly of the above-described lands.

The consideration stated herein is payment in full for the conveyance of property described herein and includes full compensation for items of damage set forth in Chapter 32, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this conveyance is based.

RECORDED

NOV 1 1960

358 R

1377703

VOL. 469 PAGE 454

Office of Register of Deeds }  
Dane County, Wisconsin } ssBY THIS DEED, Adolph M. Algrem, a single man,Received for Record Sept 11  
19 73 at 10:25 o'clock AM  
and recorded in vol. 469  
of Records on page 454  
Filed by R. D. RegisterGrantor conveys and warrants to Curtis L. Algrem and Vernetta  
Algrem, husband and wife, as joint tenants,for a valuable consideration of One Dollar and other good and  
valuable consideration,the following described real estate in Dane County, State of Wisconsin:Part of the Southwest 1/4 of the Northeast 1/4  
of Section 36, Township 7 North, Range 10  
East (Town of Blooming Grove), described as  
follows:Commencing at the Southeast corner of said Southwest 1/4 of the Northeast  
1/4 of Section 36; thence North along said quarter quarter line 417.4  
feet; thence West parallel with the South line of said quarter quarter  
521.87 feet; thence South parallel with the East quarter quarter line  
417.4 feet to the South line of said quarter quarter; thence East  
along said South line to the point of beginning.  
Subject to highway over the Southerly 33 feet thereof.

(Exempt under Section 77.25 (8), Wis. Stats.)

Exception to warranties:

Executed at McFarland, Wisconsin this 8th day of September, 19 73.

SIGNED AND SEALED IN PRESENCE OF

Lloyd A. SchneiderLloyd A. SchneiderAdolph M. Algrem (SEAL)  
Adolph M. Algrem

(SEAL)

(SEAL)

(SEAL)

Signatures of Adolph M. Algrem, a single man,authenticated this 8th day of September, 19 73.Lloyd A. Schneider  
Lloyd A. SchneiderTitle: Member State Bar of Wisconsin on Order Party  
Notarized Index Sec 206 OR 212X

STATE OF WISCONSIN

County. } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
the above named \_\_\_\_\_

to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by

Lloyd A. Schneider

Notary Public \_\_\_\_\_ County, Wis.

My Commission (Expires) (Is) \_\_\_\_\_

The use of witnesses is optional.

Names of persons signing in any capacity should  
be typed or printed below their signatures.

FURNISHED BY



**2098156**

REGISTERED  
DANE COUNTY, WI. SC  
RECORDED ON

AUG 11 11 36 AM '88

# NATIONAL REGISTER OF DEEDS

**.VOL 11816 PAGE 81**

**Furnished by Dane County Title Company**

4



## QUIT CLAIM DEED

2668961

REGISTER OF DEEDS  
DANE COUNTY WI

95 APR -7 AM 11:36

Janeen M. Reuschlein and Richard T. ....  
 Reuschlein, husband and wife and Arlen M. ....  
 Algrem and Carol Algrem, husband and wife .....  
 quit-claims to Janeen M. Reuschlein and Richard T. ....  
 Reuschlein, husband and wife as survivorship ....  
 marital property and undivided one half thereof .....  
 and Arlen M. Algrem and Carol Algrem, husband .....  
 and wife as survivorship marital property \* .....  
 the following described real estate in Dane County,

V29627P 71

State of Wisconsin:

RETURN TO

\*an undivided one half thereof.

Part of the SW 1/4 of the Ne 1/4 of Section 36, T7N, R10E, in the  
 Town of Blooming Grove described as follows: Commencing at the SE  
 corner of said SW 1/4 of the NE 1/4 of Section 36; thence north  
 along said quarter quarter line 417.4 feet; thence west parallel  
 with the South line of said quarter quarter 521.87 feet; thence  
 South parallel with the East quarter quarter line 417.4 feet to the  
 South line of said quarter quarter; thence East along said South  
 line to the point of beginning. Subject to highway over the  
 Southerly 23 feet thereof.

The SW quarter of the NE quarter of Section 36, T7N, R10E, in the  
 Town of Blooming Grove except that parcel set forth in Volume 469  
 of Records, page 454, as Document 1377703. All that part of the  
 SE quarter of the NW quarter of Section 36, T7N, R10E, in the Town  
 of Blooming Grove lying Northeasterly of I-90. Also excepting  
 from the above described lands all that part deeded to the State  
 of Wisconsin as set forth in Vol 716 of Deeds, on page 493, Document  
 1013012.

It is the intention of the parties by executing this deed to effectuate  
 a consolidation of the above described properties so that they are  
 treated as one parcel rather than as two separate parcels.

parcel # 04-071036190001 + 04-071036193302

mail to P.O. Box 146 McFarland WI 53558

This is not homestead property.  
 (is) (is not)

Dated this 7th day of April, 1995

Janeen M. Reuschlein (SEAL)

Arlen M. Algrem (SEAL)

\* Janeen M. Reuschlein  
 Richard T. Reuschlein (SEAL)

\* Arlen M. Algrem  
 Carol A. Algrem (SEAL)

\* Richard T. Reuschlein

\* Carol Algrem

## AUTHENTICATION

Signature(s) .....

authenticated this ..... day of ....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,  
 authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

David E. Smithson

(Signatures may be authenticated or acknowledged. Both  
 are not necessary.)

## ACKNOWLEDGMENT

STATE OF WISCONSIN

Dane County. } ss.  
 Personally came before me this 7th day of  
 April, 1995, the above named  
 Richard T. Reuschlein  
 Janeen M. Reuschlein  
 Arlen M. Algrem  
 Carol A. Algrem  
 to me known to be the person who executed the  
 foregoing instrument and acknowledge the same.

Notary Public Dane County, Wis.  
 My Commission is permanent. (If not, state expiration  
 date: 10/27, 1996.)

1/10

**City of Madison Property Information**  
**Property Address:** 7404 Siggelkow Rd  
**Parcel Number:** 071036100974

**Information current as of:** 6/22/23 12:00AM

OWNER(S)

ALGREM, ARLEN M & CAROL  
R T & J M REUSCHLEIN  
  
5304 HOUGH ST  
MCFARLAND, WI 53558

REFUSE COLLECTION

District: 01A

SCHOOLS

District: Mc Farland  
School information is not available for this address, please check with the school district for information.

CITY HALL

Alder District: 16  
Alder Jael Currie

PROPERTY VALUE

Assessment Year	Land	Improvements	Total
2022	\$22,300	\$0	\$22,300
2023	\$112,000	\$0	\$112,000

2022 TAX INFORMATION

Net Taxes:	\$406.10
Special Assessment:	\$0.00
Other:	\$0.00
Total:	\$406.10

PROPERTY INFORMATION

Property Type:	Agricultural	Property Class:	Agricultural
Zoning:	A	Lot Size:	1,667,912 sq ft
Frontage:	0 - Siggelkow Rd	Water Frontage:	NO
TIF District:	0	Assessment Area:	8939

RESIDENTIAL BUILDING INFORMATION

No building record is available online for this parcel. Please contact the Assessor's Office for additional information.

SALE/CONVEYANCE DETAILS (includes sales and other forms of conveyances)

**Information current as of:** 6/22/23 12:00AM

No conveyance information is available online. Please contact the Assessor's Office for additional information or questions.

LEGAL DESCRIPTION

**Information current as of:** 6/22/23 12:00AM

**Notice:** This description may be abbreviated and is for assessment purposes only. It should not be used to transfer property

Lot Number: 0

Block: 0

SEC 36-7-10 PRT SW1/4 NE1/4 LYG NE OF I-90 EXC R469/454 ALSO PRT E1/2 OF SE1/4 NW1/4 LYG NE OF I-90 EXC R492/44 & EXC CSM 7844 ALSO INCLUDE SEC 36-7-10 PRT SW1/4NE1/4 DESCR AS BEG SE COR SD SW1/4NE1/4 TH N ALG SD 1/41/4 LN 417.4 FT TH W PARALLEL WITH S LN SD 1/41/4 521.87 FT TH S PARALLEL WITH E 1/41/4 LN 417.4 FT TO S LN SD 1/41/4 TH E ALG SD S LN TO POB

Property Information Questions?

**Assessor's Office**

210 Martin Luther King, Jr. Boulevard, Room 101

Madison, Wisconsin 53703-3342

Phone: (608) 266-4531

Email: [assessor@cityofmadison.com](mailto:assessor@cityofmadison.com)

REAL PROPERTY TAX INFORMATION FOR 2022

**Information current as of:** 6/23/23 07:00AM

Category	Assessed Value	Average Assessment Ratio	Est. Fair Market Value
Land	22,300	95.760000%	23,287
Improvements	0	95.760000%	0
Total	22,300	95.760000%	23,287
Net Assessed Value Rate (mill rate)			0.018210543
School Levy Tax Credit			-36.77

Taxing Jurisdiction	2021 Net Tax	2022 Net Tax	% Tax Change
DANE COUNTY	59.02	57.65	-2.3%
MATC	17.78	16.80	-5.5%
CITY OF MADISON	182.11	171.63	-5.8%
MCFARLAND SCHOOL	177.05	160.02	-9.6%
Total	435.96	406.10	-6.8%
First Dollar Credit	0.00	0.00	0.0%
Lottery & Gaming Credit	0.00	0.00	0.0%
Net Property Tax	435.96	406.10	-6.8%

Total Due		
Installment	Due Date	
First Installment	1/31/2023	\$101.51
Second Installment	3/31/2023	\$101.53
Third Installment	5/31/2023	\$101.53
Fourth Installment	7/31/2023	\$101.53
Full Amount	1/31/2023	\$406.10

Transaction Information			
Date	Amount	Type	Receipt Number
01/05/2023	\$406.10	payment	21941446
Total Balance Due			
\$0.00			

Tax Information Questions?

**Treasurer's Office**

210 Martin Luther King, Jr. Boulevard, Room 107  
Madison, Wisconsin 53703-3342  
Phone: (608) 266-4771  
Email: [treasurer@cityofmadison.com](mailto:treasurer@cityofmadison.com)

**Disclaimer:** The City of Madison collects and displays tax payments only for the current tax season of December through July 31st. If you have questions regarding property taxes for prior tax years, please contact the Dane County Treasurer's Office at (608) 266-4151 or for tax payment history, go to Dane County's [Access Dane](#).

**REAL PROPERTY TAX REFERENDA INFORMATION FOR 2022**

**Information current as of:** 6/23/23 07:00AM

For informational purposes only - Voter approved temporary tax increase

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
<b>MC FARLAND SCHOOL, RF-4065</b>	449,968.00	48.36	2038

For informational purposes only - Wisconsin law requires information to be displayed for any temporary property tax increases approved through a referendum or resolution by a county, municipality, school district, or technical college. If you would like more information, contact the taxing jurisdiction directly.

**Tax Referenda Information Questions?****Treasurer's Office**

210 Martin Luther King, Jr. Boulevard, Room 107  
Madison, Wisconsin 53703-3342  
Phone: (608) 266-4771  
Email: [treasurer@cityofmadison.com](mailto:treasurer@cityofmadison.com)

**SPECIAL ASSESSMENTS**

**Information current as of:** 6/22/23 10:00PM

No Special Assessments exist for Parcel Number 071036100974.  
Please contact the Finance Office for additional information.

**Special Assessment Questions?****Finance Office**

210 Martin Luther King, Jr. Boulevard, Room 406  
Madison, Wisconsin 53703-3345  
Phone: 266-4671  
Email: [finance@cityofmadison.com](mailto:finance@cityofmadison.com)

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

E BROADWAY

RELOCATION ORDER APPROVED BY THE PLAN COMMISSION:

RELOCATION ORDER APPROVED BY THE BOARD OF PUBLIC WORKS:

RELOCATION ORDER APPROVED BY THE COMMON COUNCIL:

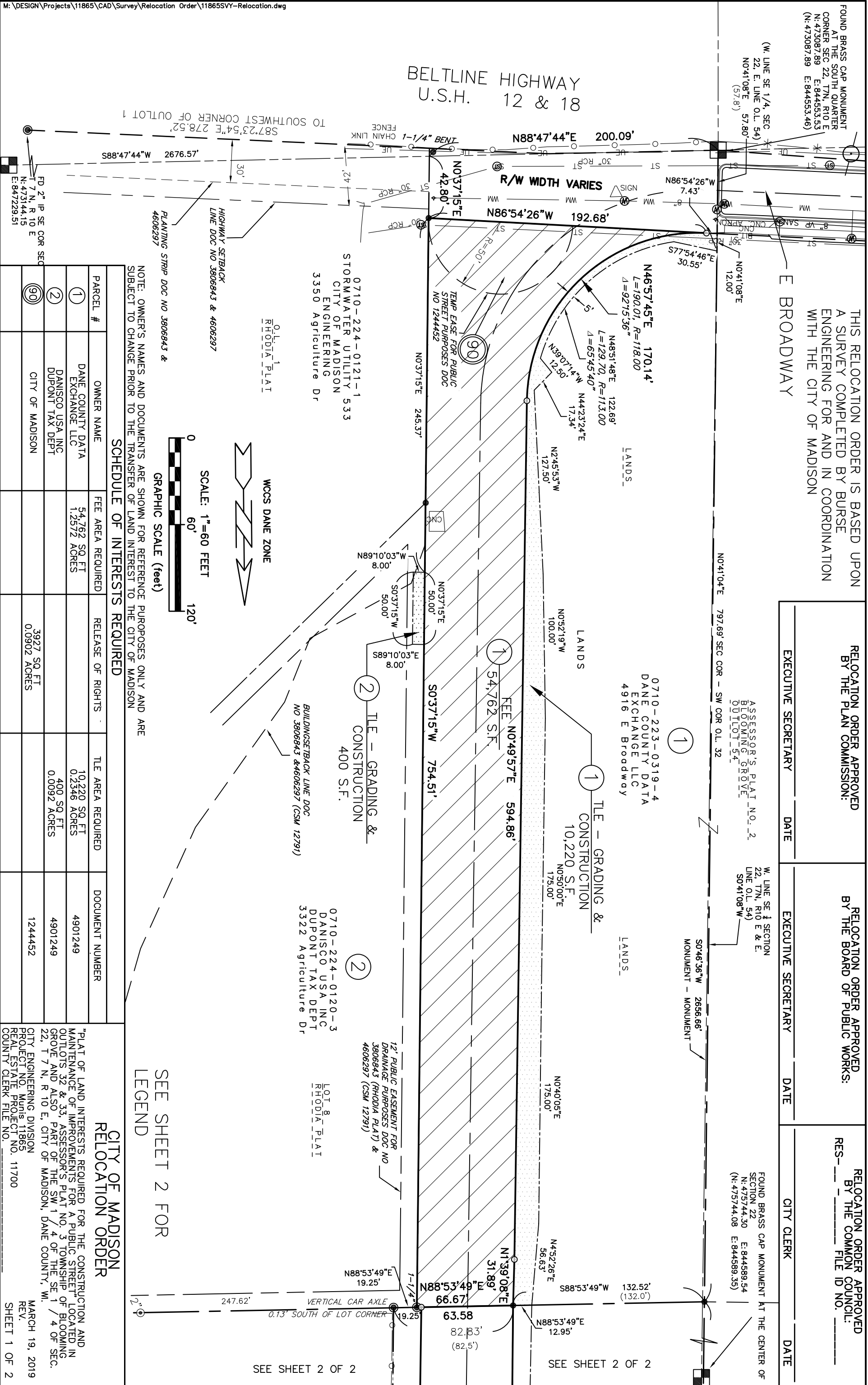
FOUND BRASS CAP MONUMENT AT THE SOUTH QUARTER CORNER SEC 22, T7N, R10 E N:473087.89 E:844553.53 (N:473087.89 E:844553.46)

ASSASSOR'S PLAT NO. 22, T7N, R10 E & E. LOT 154

W. LINE SE 1/4 SECTION 22, T7N, 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)

BELTLINE HIGHWAY U.S.H. 12 & 18



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
90	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, 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. 11865 REAL ESTATE PROJECT NO. 11700 COUNTY CLERK FILE NO. MARCH 19, 2019 REV. SHEET 1 OF 2

ASSESSOR'S PLAT NO. 2  
BLOOMING GROVE  
OUTLOT 54

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

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

S0'46'36"W 2656.66'  
MONUMENT - MONUMENT

4

S0'46'36"W 2656.66'

WIDTH VARIES  
107'

1374.37'

LEGEND

0710-224-0117-0  
WI DEVELOPMENT PARTNERS  
LLC  
4929 Femrite Dr

ASSESSOR'S PLAT NO. 3  
BLOOMING GROVE  
OUTLOT 32

N45'33'03"W 36.04'  
L=40.25, R=25.00  
Δ=92°14'50"

S23°07'16"E 20.09'  
L=20.68, R=25.00  
Δ=47°23'15"

WARRANTY DEED  
DOC NO 3459945

4 PARCEL NUMBER

4

TLE - GRADING &  
CONSTRUCTION  
4,981 S.F.

147 S.F.

N88°19'32"E 26.00'

91

91 UTILITY UTILITY NUMBER

0710-224-0116-2  
VIBE, LLC  
4933 Femrite Dr

N0'34'22"E 485.79'

N88°19'32"E 26.00'

N88°19'32"E 26.00'

8" P/LC  
AWARD OF COMP  
DOC NO 3486621

( ) RECORDED AS INFORMATION

ASSESSOR'S PLAT NO. 3  
BLOOMING GROVE  
OUTLOT 33

N0'34'22"E 485.79'

S0'34'22"W 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

ST EX. STORM SEWER

ASSESSOR'S PLAT NO. 3  
BLOOMING GROVE  
OUTLOT 33

S0'49'57"W 470.08'

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

WM EX. WATER MAIN

ASSESSOR'S PLAT NO. 3  
BLOOMING GROVE  
OUTLOT 33

S0'30'03"W 486.59'

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

UE EX. U.G. ELECTRIC

TLE - GRADING &  
CONSTRUCTION  
8,619 S.F.

0710-224-0118-8  
LICHTFELD, RICHARD H  
5001 FEMRITE DR

S44°34'45"W 23.75'  
L=26.22, R=17.17  
Δ=87°29'34"

N88°19'32"E 26.00'

DAIRY DRIVE

G EX. GAS

ASSESSOR'S PLAT NO. 3  
BLOOMING GROVE  
OUTLOT 33

N0'30'03"E 487.99'

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

UT EX. U.G. TELEPHONE

State of Wisconsin )  
County of Dane ) SS

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

OH EX. OVERHEAD UTILITIES

Surveyor's Certificate

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

SAN EX. SAN SEWER

I, Jeffrey R. Quamme, Registered Land Surveyor in the State

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

TEMP. LIMITED EASEMENT

of Wisconsin, do hereby certify that I have surveyed and

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

EX. SAN SEWER

mapped the above platted property in accordance with the

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

FEE ACQUISITION (PUBLIC R.O.W.)

information furnished and in compliance with the requirements

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE BOARD OF PUBLIC WORKS:

of Chapter AE-7, Wisconsin Administrative Code; and that the

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

EXECUTIVE SECRETARY DATE

representation of such survey showing the location of the

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

boundaries, visible buildings, if any, to the best of my

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

EXECUTIVE SECRETARY DATE

knowledge and belief.

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

City of Madison, Wisconsin

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

By: Jeffrey R. Quamme

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

Jeffrey R. Quamme S-1922

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

Date

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

SCALE: 1"=60 FEET

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

GRAPHIC SCALE (feet)

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

0 60' 120'

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

WCCS DANE ZONE

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

DETAIL

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

R/W DOC 386621

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1.40'

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19'32"E 26.00'

N88°19'32"E 26.00'

DAIRY DRIVE

RELOCATION ORDER APPROVED  
BY THE COMMON COUNCIL:

1-1/4"

LOT 1  
CSM NO. 5070

N88°19

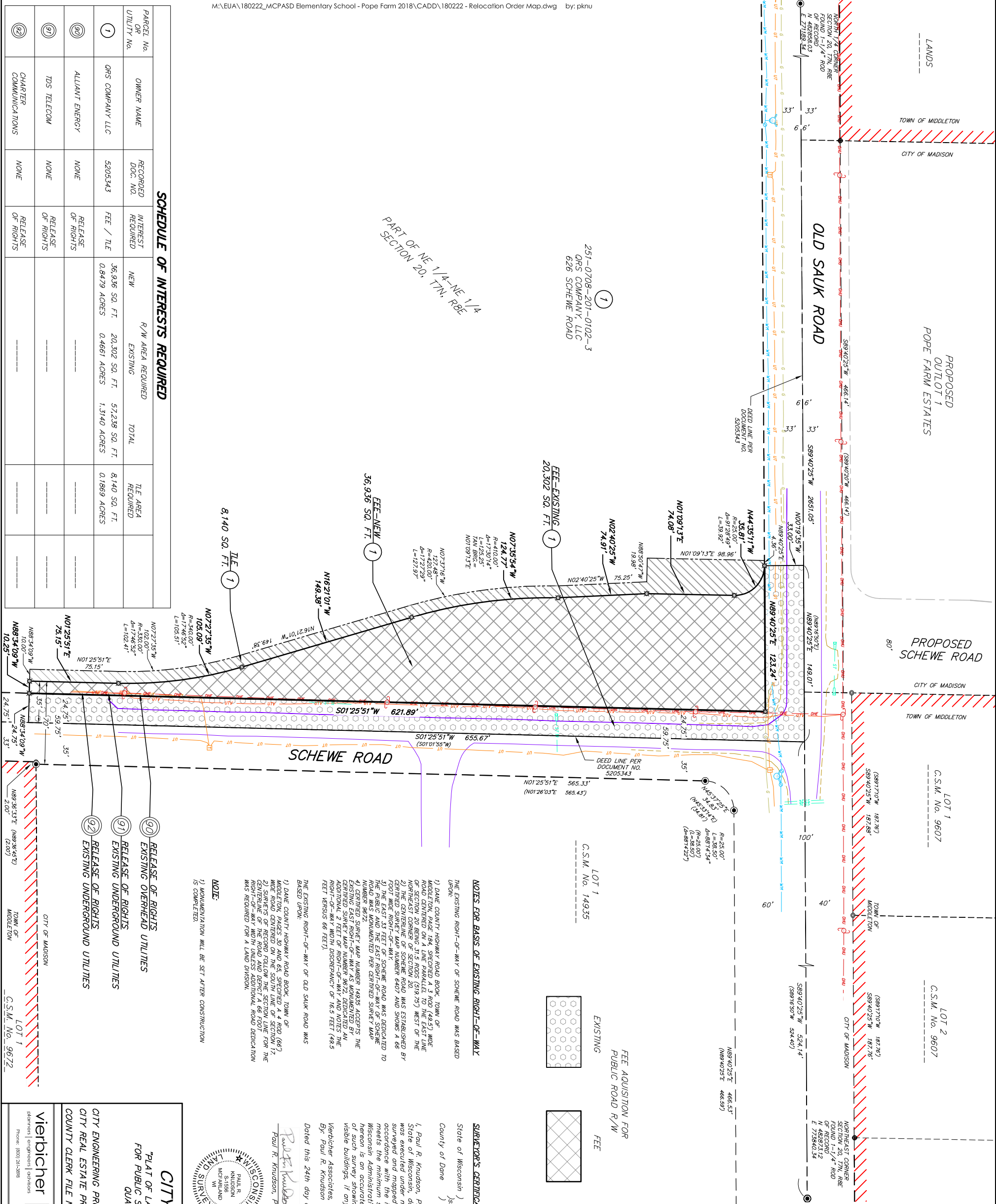












RELOCATION ORDER APPROVED BY THE COMMON COUNCIL:	
RES-_____ FILE ID NO. _____	
CITY CLERK _____ DATE _____	
RELOCATION ORDER APPROVED BY THE BOARD OF PUBLIC WORKS:	
EXECUTIVE SECRETARY _____ DATE _____	
RELOCATION ORDER APPROVED BY THE PLAN COMMISSION:	
EXECUTIVE SECRETARY _____ DATE _____	

N  
W E S

GRAPHIC SCALE FEET  
0 20 40 80  
SCALE: 1"=80'

TEMPORARY LIMITED EASEMENT  
FOR CONSTRUCTION SLOPING,  
GRADING AND TRIMMING AND  
REMOVAL OF VEGETATION

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM-DANE COUNTY ZONE. THE NORTH LINE OF MEASURED AS BEARING S89°40'25"W

**LEGEND**

- FOUND 1" # IRON PIPE
- FOUND 1-1/4" # IRON ROD
- FOUND 3/4" # IRON ROD
- ◆ SET 3/4" x 18" SOLID ROV RE-ROD, MIN. WT. 1.50 LB./FT.
- ( ) RECORDED AS "INFORMATION"
- - - EXISTING LOT/DIED LINE
- EXISTING R/W LINE
- EXISTING SECTION LINE
- - - PROPOSED LOT LINE AND R/W LINE
- - - EXISTING UNDERGROUND TELEPHONE
- - - EXISTING UNDERGROUND PEDESTAL
- - - EXISTING OVERHEAD ELECTRIC
- - - EXISTING UTILITY POLE
- - - EXISTING OVERHEAD UTILITIES
- - - EXISTING UNDERGROUND CABLE TV
- - - EXISTING GAS MAIN
- - - EXISTING STORM PIPE/CULVERT
- - - EXISTING WATER MAIN
- - - EXISTING WATER VALVE
- - - EXISTING HYDRANT
- - - EXISTING ASPHALT PAVEMENT
- - - EXISTING GRAVEL SHOULDER
- - - PARCEL NUMBER
- - - UTILITY NUMBER

I, the undersigned Professional Land Surveyor No. 1556 in the State of Wisconsin, do hereby certify that the foregoing survey was made by me or under my direct supervision and control; that I have examined the above described property in person; that the information furnished, that said survey was made in accordance with the standards for property surveys of the State of Wisconsin (Code (A-E7)), and that the map shows the location and dimensioned representation of the boundaries and location of the boundaries and location of the best of my knowledge and belief.

Dated: May 10, 2019.  
  
\_\_\_\_\_  
No. S-1556

①  
PARCEL NUMBER

②  
UTILITY NUMBER

③  
EXISTING ASPHALT PAVEMENT

④  
EXISTING GRAVEL SHOULDER

⑤  
EXISTING HYDRANT

⑥  
EXISTING WATER VALVE

⑦  
EXISTING WATER MAIN

⑧  
EXISTING STORM PIPE/CULVERT

⑨  
EXISTING GAS MAIN

⑩  
EXISTING OVERHEAD UTILITIES

⑪  
EXISTING UTILITY POLE

⑫  
EXISTING OVERHEAD ELECTRIC

⑬  
EXISTING UNDERGROUND PEDESTAL

⑭  
EXISTING UNDERGROUND CABLE TV

⑮  
EXISTING GAS MAIN

⑯  
EXISTING STORM PIPE/CULVERT

⑰  
EXISTING WATER MAIN

⑱  
EXISTING WATER VALVE

⑲  
EXISTING HYDRANT

⑳  
EXISTING ASPHALT PAVEMENT

㉑  
EXISTING GRAVEL SHOULDER

㉒  
PARCEL NUMBER

㉓  
UTILITY NUMBER

**DOF MADISON RELOCATION ORDER**

**INTERESTS REQUIRED FOR THE CONSTRUCTION OF IMPROVEMENTS BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST SECTION 20, TOWNSHIP 07 NORTH, RANGE 08 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.**

SHEET NO. 12598  
PROJECT NO. 11891

Drawn By: PMU Checked By: MMR	SURVEYED BY: Bryce Paul R. Rousson Surveying Services, Inc. 999 Faurer Drive, Suite 201 W 53717 (608) 821-3949 pmr@wellscholar.com	SURVEYED FOR: Engineering Division 210 Martin Luther King Jr Blvd., Room 115 Madison, WI 53703	SHEET 1 OF 1
Date: 5/28/2019			
Revised:			





## CITY OF MADISON

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 this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. 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.
- b. 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 ensure 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 \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at [www.municode.com](http://www.municode.com) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- Withholding of payments under an existing contract.
  - 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.
  - Termination, suspension or cancellation of a contract in whole or in part.
  - Nonrenewal when a contract calls for optional renewals.
  - 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:
    - Progress toward implementation of the standards in this Ordinance is no longer being made; and
    - 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.
  - 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: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
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.
- Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.



- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: [www.cityofmadison.com/attorney/documents/posNetworkConnection.doc](http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc) is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

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

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

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

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

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

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

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

- c. Exemptions: This section does not apply when:

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

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



## INSTRUCTIONS FOR CONTRACTOR

**DO NOT ATTACH TO CONTRACT**

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

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

**All contractors:**

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

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

- ☐ Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- ☐ Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- ☐ Use any electronic method to sign where indicated, and email signed PDF to your agency contact, unless otherwise instructed.
  - Make sure all exhibits/attachments are labeled and attached to the PDF after the signature page, unless otherwise instructed.
  - City will sign last, and will email you an electronic signed copy unless otherwise requested.
- ☐ Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

**Insurance Instructions:**

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

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

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

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

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

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

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

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

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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

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

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NONDISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

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

\*As determined by the Finance Director

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

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

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

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

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

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

(5) Articles of Agreement:

#### ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure 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 non-contributory 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 53703The 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(s) signing on behalf of the Contractor represents and warrants that they have 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.