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NOTICE TO PROPOSERS

RE: Engineering Services for East Side Water Supply Planning and Project Development
RFP 8059-0-2010/SK

1. Summary

The City of Madison – Water Utility (“City”) is soliciting proposals from qualified vendors for Engineering Services for East Side Water Supply Planning and Project Development. Vendors submitting a proposal (“Proposers”) are required to read this Request for Proposals (“RFP”) in its entirety and follow the instructions contained therein.

2. Important Dates

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

Issue Date:	Thursday, January 7, 2010
Written Questions Due:	Thursday, January 14, 2010 4:00 PM CST
Responses to Questions:	Thursday, January 21, 2010
Due Date:	
Statement of Qualifications	Thursday, January 28, 2010 2:00 PM CST
Shortlist Notification:	Wednesday, February 10, 2010
Written Questions Due:	Monday, February 15, 2010 4:00 PM CST
Responses to Questions:	Thursday, February 18, 2010
Due Date:	
Statement of Project Understanding and Detailed Scope of Work	Thursday, February 25, 2010 2:00 PM CST

3. Format

Submit proposals in the following formats:

- **One** electronic proposal in a PDF, MS Word or compatible format stored on a common media (CD, DVD, or flash drive); email is not an acceptable method of submission.
- **Five** copies typed and securely bound on 8.5 by 11-inch paper in three-ring binders, otherwise identical to the electronic version.

See Form B for a Receipt of Forms and Submittal Checklist.

Important – The City will reject late proposals. Immediately contact the Buyer, listed under #9 below, if you have questions about the due date & time.

The City reserves the right to disqualify proposals it deems illegible or unprofessional in appearance.

4. Labeling

All proposals must be packaged, sealed and clearly labeled:
Proposer Name and Address
RFP 8059-0-2010/SK
TITLE: Engineering Services for East Side Water Supply
Planning and Project Development
DUE: Thursday, January 28, 2010 2:00 PM CST

5. Delivery of Proposals

Deliver sealed proposals to:

City of Madison Purchasing Services
Room 406, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3346

6. City of Madison Standard Terms and Conditions (Appendix A)

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

7. Sample Contract for Purchase of Services (Appendix B)

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

8. Multiple Proposals

Multiple proposals from Proposers are permitted; however, each must fully conform to the requirements for proposal submission. Proposers must sequentially label (e.g. Proposal #1, Proposal #2) and separately package each proposal. Alternate pricing proposals do not constitute multiple Proposals.

9. Procuring Agency/Personnel

The City of Madison Purchasing Services Unit issues this RFP; the Buyer managing this RFP process is:

Submission via fax or email is not allowed.

See #10 below for instructions about contacting City personnel.

Steven Klett
City of Madison Purchasing Services
Rm. 407 City-County Bldg.
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3346
(608) 266-4523 PH
(608) 266-5948 FAX
sklett@cityofmadison.com

The City of Madison Water Utility is the procuring agency:

Al Larson, P.E.
Principal Engineer - Water
608-266-4653
Fax: 608-266-4644
allarson@cityofmadison.com

10. Inquiries and Clarifications

Proposers are to raise any questions they have about the RFP document without delay. Direct all general questions, those concerning; due dates, terms & conditions and/or submittals, to the Buyer (listed in #9, above), either by phone or in writing.

Direct all technical questions, those concerning specifications and/or scope of work, to the Buyer, in writing via mail, email or fax by the deadlines for written questions specified below. There two opportunities for Proposers to submit technical questions:

1. All Proposers may submit questions regarding either the; 1) Statement of Qualifications or 2) Statement of Project Understanding and Detailed Scope of Work, prior to **Thursday, January 14, 2010 at 4:00 PM CST.**
2. Shortlisted Proposers may submit questions regarding the Statement of Project Understanding and Detailed Scope of Work, prior to **Monday, February 15, 2010 at 4:00 PM CST.**

The City will post responses to these questions via addenda on its bid distribution networks (see #12, below) on the following dates:

1. Initial questions received by Thursday, January 14, 2010 at 4:00 PM CST will be answered on **Thursday, January 21, 2010.**

Make sure to direct inquiries to the correct contact(s).

Bring any and all questions to the attention of the Buyer **prior** to the due date & time.

2. Questions received by Monday February 15, 2010 at 4:00 PM CST from shortlisted Proposers concerning the Statement of Project Understanding and Detailed Scope of Work will be answered on **Thursday, February 18, 2010.**

Furthermore, Proposers finding any significant; ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see #11 below. Proposers are strongly encouraged to check for addenda regularly.

For questions regarding Affirmative Action Plans please contact:

Contract Compliance
Department of Civil Rights
Rm. 523 City-County Bldg.
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3346
(608) 266-4910
dcrcityofmadison.com

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

11. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its bid distribution websites – see #12 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Bid Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

12. Bid Distribution Networks

The City of Madison posts all; Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The

See Appendix A & B for detailed requirements regarding Affirmative Action Plans.

Remember to check for Addenda regularly.

aforementioned documents are available **exclusively** from these websites. It is the Proposer's responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification.

State of Wisconsin VendorNet System

State of Wisconsin and local agencies bid network.
Registration is free.

<http://vendornet.state.wi.us/vendornet/default.asp>

DemandStar by Onvia

National bid network – Free subscription is available to access bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Home Page: <http://www.demandstar.com/>

To Register: www.onvia.com/WAPP

13. Oral Presentations/Site Visits/Pre-Bid Meetings

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

14. Withdrawal of Revision of Proposals

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

15. Public Records

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

These websites can send automatic notification of bids from the City.

Bid Tallies are usually available within 1 to 2 days after the bid due date on the bid distribution websites and updated for award, shortly after it is made.

The same information is posted to both bid websites.

Both sites offer free registration to City bidders.

Use this link when registering.

Bids can be withdrawn, but only at certain times.

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

S. 19.6(5)

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

s. 134.90(1)(c)

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

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

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

16. Usage Reports

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

Only “trade secrets” may be held confidential.

usage reports at any time and request additional information, if required, when reviewing contract activity.

17. Partial Award

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

18. Tax Exempt

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

19. Proposer's Responsibility

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

See the Standard Terms and Conditions for a complete award terms.

Ask questions and get clarification prior to submitting a proposal.

DESCRIPTION OF WORK AND MATERIALS

I. Project Description and Anticipated Activities

Madison Water Utility is developing a system evaluation, capital project development, and water quality project for the east side of the Utility's main pressure zone (Zone 6-East). The project includes but would not necessarily be limited to: long term demand analysis, water quality evaluation, treatment technology review, water conservation demand impact, hydraulic modeling, project alternative evaluation, public participation assistance, well site selection and planning, pilot testing, project development, preliminary design, and cost estimating. The overall objective of this study is to develop a series of capital projects, budgets and implementation schedules to be defined through the work of this study.

II. Project Background

- A. 2006 Water Master Plan: In 2006, Madison Water Utility completed and adopted a comprehensive update of their Water Master Plan. For the near-east side of the water system the Master Plan recommended that Wells 7 and 8 continue operating at current capacity and that Well 3 be abandoned due to water quality issues and then replaced. Well 3 was abandoned in 2008. The replacement well, designated as Well 45, would be sited in the east isthmus area of the City. The recommendation to maintain three wells in the east isthmus area was based on long-term water demand forecasts and anticipated redevelopment within Zone 6-East. Black and Veatch completed a subsequent study in 2007 to evaluate the impact of abandoning Well 3 sooner rather than later. This study indicated that based on current water demand projections, Well 3 should be replaced before 2015 to sustain the Utility's level of service and system reliability for the east Isthmus within Zone 6-East.

<http://www.cityofmadison.com/water/plans/master.cfm>

- B. Water Quality:
1. General: During this study four wells would be evaluated/investigated for potential water quality improvements. They include Wells 7, 8, 15, and the replacement for Well 3. Water from Wells 7 and 8 exceed one or both of the secondary maximum contaminant levels for iron and manganese. Water from Well 15 has shown an increasing level of tetrachloroethylene (PCE). Although currently below the maximum contaminant level, the level of PCE may exceed the MCL within two years. While the water quality in any replacement well will not be fully known or understood until a test well is drilled, for this study it will be assumed to be similar to the utility's latest well, No. 30, and have iron levels between than 0.2 and 0.3 mg/l and manganese levels between 10 and 20 ug/l.
 - a) Well 7:
 - 1) Iron levels = 0.43 mg/l

- (Secondary MCL = 0.30 mg/l)
- 2) Manganese levels = 29 ug/l
(SMCL = 0.050 mg/l or 50 ug/l)
- b) Well 8
- 1) Iron levels = 0.63 mg/l
(SMCL = 0.30 mg/l)
- 2) Manganese levels = 55 ug/l
(SMCL = 0.050 mg/l or 50 ug/l)
- c) Well 15
- 1) Tetrachloroethylene = 3.8 ug/l
(Primary MCL = 4 quarter average > 5.0 ug/l)
2. Water Quality Standards: Madison Water Utility Board passed a resolution in August 2009 that establishes water treatment and quality policies for iron and manganese. In that document the Utility is committed to providing water to the consumer tap that does not exceed the USEPA secondary standard for iron and manganese. The policy also establishes a treatment requirement for new wells when the iron is greater than 0.1 mg/l and the manganese is greater than 20 ug/l.
- C. Water Conservation: In 2008, Madison Water Utility completed and adopted a water conservation plan that established water demand goals for the system. Broadly stated, these goals were to reduce average residential use by 20-percent by the year 2020 and to maintain current total pumping levels across the City. As a part of this, the Utility initiated a toilet rebate program to encourage conservation and is investigating implementing conservation water rates to motivate customers to reduce their drinking water use. Public comment received during the public participation process for the Well 8 filter project indicated that water demand projections should be re-evaluated based on these proposed water conservation goals to evaluate the required number of wells in the east isthmus area.

USEPA Special Appropriations Project (SAP) Grant Funding: The Utility has applied for and anticipates award of USEPA SAP grant funding for this project. All work, reporting, and accounting on this project will comply with the federal requirements for SAP grant funding. Various Federal requirements are either described below or attached as appendix. It should be noted that this information is not all inclusive but informational only.

The Code of Federal Regulations, Title 40 Protection of the Environment, Chapter 1 – Environmental Protection Agency, Part 25 -- Public Participation in Programs Under The Resource Conservation and Recovery Act, The Safe Drinking Water Act, and The Clean Water Act can be found at:

http://www.access.gpo.gov/nara/cfr/waisidx_05/40cfr25_05.html

Appendix C: Listing Of Cross-Cutting Federal Authorities for Special Appropriations Act Projects

Appendix D: Administrative Conditions

- D. MBE/WBE Participation: In compliance with the requirements of the Federal SAP Grant procured by the Utility, the participation goals for this project shall be:
1. Minority Business Enterprise 3-percent
 2. Women’s Business Enterprise 5-percent
 3. Consultant agrees to submit EPA form 5700-52A “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” as required throughout the project.

III. General Project and Services Guidelines

A. Overall Project Objectives:

1. The overall objective of this work is: develop a set of clear capital project criteria, water quality goals, project recommendations, site analysis, site selection, capital budgets, implementation schedules, and preliminary plans. This capital improvement program will establish a series of construction projects that will improve the water system and provide adequate long-term water supply and fire protection to the east Isthmus portion of Zone 6-East.
2. All project development and recommendations will be based on current conservation objectives and a Utility goal of reducing per customer water demand.
3. Utilizing revised and updated water demand projections from this study and anticipated operational optimization, a recommendation will be developed that will determine the number of wells required for the east isthmus area of Zone 6 East.
4. Several other proposed wells in the main pressure zone on the east side of Madison are included in the 2006 Water Master Plan. For the purposes of this study, those wells will be assumed to be constructed and put in service within a 10-year window as planned in the Master Plan.
5. Recommended capital improvements will sustain the water supply through emergency conditions, natural disasters, mechanical failures, and other unanticipated conditions through standard engineering provisions for reliability and redundancy of facilities.
6. Projects developed during this study will also ensure that the system meets the fire flow capacity goals and conforms to Utility standards for fire fighting reserves.
7. System security will be stressed in all projects planned for the Utility. Maintaining a safe and secure drinking water supply is vital to sustaining customer confidence in the system.

8. A comprehensive public participation plan will be used to engage and educate the public in the development of the capital improvement program for Zone 6-East. Activities developed by citizen advisory panels such as public meetings, educational materials, and web pages will be used to improve public understanding of the need and purpose of each recommended capital project.
9. Energy conservation objectives and operational efficiency plans will be developed in conjunction with the recommended capital projects to optimize operations and minimize costs to the Utility.
10. Recommended capital improvement projects will fit architecturally into the neighborhood and will be sensitive to local issues and concerns identified during the public participation process.

B. Pressure Zone 6-East:

The Madison water system currently has 10 different pressure zones. The largest pressure zone, Zone 6 or the Main Zone, comprises the center of the city from I-90 on the east to Glenway Street on the near west side. Due to hydraulic restrictions across the isthmus, the hydraulic grade line in Zone 6 varies from elevation 1080 on the east side to elevation 1054 on the west side. This hydraulic division across the isthmus essentially divides Zone 6 into two pressure zones, 6-West and a 6-East. This study will look primarily at water supply issues within Pressure Zone 6-East as defined by the 2006 Water Master Plan and more specifically the east isthmus area of Zone 6-East.

C. General Unit Well Configuration:

1. Madison Water Utility currently operates 23 Unit Wells around the City with several more wells planned for the next 20 years.
2. Based on the Utility's many years of experience with Unit Well construction and operation, the basic facility layout, materials, security provisions, and operational criteria are well established.
3. With the exception of Well 29, the Utility only chlorinates and fluoridates the groundwater for disinfection and dental health purposes.
4. The Utility recently constructed and commissioned its first iron and manganese removal filter at Well 29. This filter uses pyrolucite media with an approved filter loading rate of 12 gpm/ft². The filter uses chlorine as the oxidant for removal of the iron and manganese. The filters consistently remove over 95% of the iron and manganese from the well water.
5. The basic design components of a unit well include:
 - a) Vertical turbine line shaft well pump with an approximate capacity of 2,100 gallons per minute or 3 million gallons per day.
 - b) Ground level reservoir ranging from 150,000 to 4 million gallons. For a new unit well, typical reservoir size is expected to be between 300,000 and 400,000 gallons.
 - c) One or two booster pumps

- d) Chemical feed: Gas Chlorinators for disinfection and Hydrofluosilicic acid feed for fluoride addition
- e) Chemical storage:
 - 1) Two each 150 pound chlorine cylinders on scales
 - 2) 165 gallon Hydrofluosilicic acid tank and scale.
- f) Electrical power and PLC control
- g) Supervisory Control And Data Acquisition (SCADA) system
- h) If a filter or other treatment facility is needed at a well, proven technologies will be evaluated with the objective of simple economical operation and durability.

D. Future Wells and Other System Hydraulic Improvements:

- 1. In order to complete the hydraulic modeling analysis for future years required by this study, the impact and benefit of future planned wells outside the scope of this project must be included. For the purposes of this study, the wells recommended in the Utility's 2006 approved Water Master Plan will be assumed to be installed and functioning. These future wells will be assumed to be constructed within a 10-year window of the dates established in the 2006 Master Plan.
- 2. Also for the purposes of this study, it will be assumed that any planned future hydraulic improvements identified in the 2006 Master Plan will be in place and operational within a 10-year window.

IV. Anticipated Tasks

A. Task 1: Zone 6-East Water Demand Analysis

- 1. Task Objective: Review and update as needed water system demand projections established in the 2006 Water Master Plan and other reports taking into account the conservation demand projections adopted by the Utility.
 - a) Review current service area population, employment, and student projections and land use patterns and development schedules with City Planning Department – Update as needed
 - b) Review and revise as necessary the largest customer demands
 - c) Evaluate and update system demands to produce a functioning system hydraulic model.
 - d) Review current system water meter data and demand allocation.
 - e) Review recent water use patterns and water demands by customer class. Revise the Master Plan data as required to bring demands into compliance with current conditions.
 - f) Verify peaking factors and seasonal variations in system demand and adjust as necessary to reflect current information. Evaluate and update winter and summer conditions, max day, max month, and max hour. Review with Utility engineers to confirm adjustments.

2. During 2009 Black and Veatch Inc. developed a water demand set for the Utility's computer model from the 2008 meter data. This data has not been incorporated into the Utility's live model at this time. Review this data and use it as appropriate.
3. Evaluate system for Years 2010, 2015, 2030 and saturation build out scenarios
4. Evaluate the potential impact of the Utility's adopted water conservation plan on demand projections
5. Develop a range of water demand projections considering a successful water conservation program and slower development trends in the service area. Three demand projection ranges will be developed and used; low, mean, and high to facilitate a full evaluation of the water supply needs of Zone 6-East.
6. Review and update the Utility's minimum level of service standards. Update and expand these standards as necessary.
7. Public Participation: Per Task 4.
8. Schedule: Complete Task 1 and produce the technical memo within 60 calendar days of contract notice to proceed.
9. Decision Point: Projected water demands will be reviewed and presented to a Citizen's Advisory Panel (CAP), at public meetings, and ultimately to the Water Utility Board (WUB). The WUB will establish the water demands for this study based on the information developed within this task.
10. Task Products:
 - a) A range of water demand projections for the current, 5 year, 20 year and saturation buildout conditions. The demand projection range shall include conservation projections and current development projections and schedules for low, mean and high estimates.
 - b) Updated peaking factors and seasonal variations in system demand for winter and summer conditions, max day, max month, and max hour.
 - c) Technical memorandum detailing the work and establishing water demands for the system.

B. Task 2 - Water Quality

1. Task Objective: Review historical water quality data for the Zone 6-East area. Identify water quality issues and parameters for the Zone 6-East area. Research and develop treatment methods, costs, and feasibility for addressing the identified water quality issues. Review operation and maintenance procedures with regard to water quality. Evaluate and estimate potential water quality improvements that can be achieved with operational optimization. Recommend operational and treatment guidelines, design criteria, and water quality goals for the system.
2. Treatment Technology
 - a) Develop treatment process and design guidelines, design criteria, loading rates, and capital and operating costs to provide for removal

- of primary and secondary contaminants as applicable at Wells 7, 8, and 15.
- b) Supplement the information learned from the Utility's iron and manganese filter at Well 29 by researching and evaluating current iron and manganese treatment technology and costs.
 - c) For planning and budgeting purposes, the proposed replacement well for Well 3 will be assumed to have water quality similar to the Utility's last well, No. 30. Iron levels would be expected to be 0.2 mg/l and manganese levels would be expected to be 12 ug/l. Based on the Utility's iron and manganese standards, the iron level would trigger the need for filtration at the replacement well.
 - d) Review and evaluate available VOC treatment technology for Well 15. Estimate capital and operational costs, identify challenges, and determine public perception of VOC removal treatment technology. Develop and analyze capital and operating costs associated with 50%, 75% and 90% removal.
3. Operations
- a) Evaluate the feasibility of using distribution system operational modifications with the intent to optimize water quality and mitigate contaminate impacts. Use the Utility's distribution system computer model to evaluate a minimum of two operational configurations, winter and summer.
 - b) Evaluate the potential for operational revisions and maintenance techniques to mitigate water quality issues within the system and meet regulatory requirements and public expectations.
 - c) Evaluate current procedures and recommendations regarding the Utility's unidirectional flushing program schedules, effectiveness and economics as it relates to optimizing water quality. Estimate the operational costs of additional flushing efforts with regard to meeting minimum water quality standards.
4. Mixing:
- a) Evaluate the feasibility and economics of mixing well waters of different quality with the intent to optimize water quality and mitigate contaminate impacts. If preliminary analysis indicates that this option is not feasible, the Utility may decide to eliminate further study of the mixing option.
 - b) Model advantages and disadvantages of mixing to improve overall water quality, itemize system hydraulic impacts of mixing.
 - c) Identify capital improvement projects required to implement a well water mixing program.
 - d) Estimate capital and operating costs.
 - e) Engage the public to determine the acceptance of using mixing as a water quality mitigation technique.
5. Public Participation: Per Task 4.

6. Schedule: Complete Task 2 and produce the technical memorandum within 90 calendar days of contract notice to proceed.
7. Decision Point: Water quality recommendations will be developed based on information developed during Task's 1 & 2. These recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the water quality criteria and recommendations for this study.
8. Products:
 - a) Technical memorandum
 - b) List of recommended technologies necessary to mitigate water quality concerns and reduce primary and secondary contaminants.
 - c) List of recommended operational modifications and costs to optimize water quality to the satisfaction of area consumers.

C. Task 3: Hydraulic Model Evaluation

1. Task Objective:
 - a) The prime objective of this Task will be to establish the number of wells required on the east isthmus for long term water supply, fire flow capacity, and system reliability and redundancy.
 - b) This task will also evaluate hydraulic improvements needed to meet the minimum level of service for the area.
 - c) Using the low, mean, and high water demand estimates developed in Task 1, system performance will be evaluated for year 2010, 2015, 2030 and saturation buildout using Madison water distribution system operational and design criteria.
2. Black and Veatch, Inc., working with Utility engineers, recently developed water demand data for the Utility's distribution system based on year 2008 meter data. This data was verified in the system model by Black and Veatch but is currently not incorporated into the live model used by the Utility.
3. The model uses MWH Soft H2OMap Water software and is an all pipes model. The model is not ESRI based but a stand alone version of the software. The distribution system model operation will be reviewed and verified against SCADA data. The model will then be calibrated prior to updating the water demand projections, diurnal patterns, and seasonal peaking factors.
4. Pumps in the model, including existing VFD operated pumps, pump curves, operational points, and other real time system operation will be reviewed and updated/revised as necessary to realistically reflect actual system operation. Currently the pumps operating via VFD control are not modeled to operate that way, this is to be updated and revised. Any proposed pumps will be assumed to operate using VFD controls.
5. Using the updated calibrated model, system performance in Zone 6-East will be evaluated using extended period simulation (168 to 240 hour time period) for the following conditions:
 - a) Max month

- b) Max 10-day period
 - c) Max Day
 - d) Average Day
 - e) Winter conditions
6. Overall performance within Pressure Zone 6-East will be reviewed with regard to the following parameters:
- a) Pressure fluctuations
 - b) Storage reservoir capacity and performance
 - c) Fire flow capacity
 - d) Various existing and proposed well configurations and locations
7. At the completion of the computer analysis, identify system deficiencies and develop and recommend improvements to address these deficiencies
8. Prove the recommended improvements address and mitigate the identified system deficiencies by running the model for all defined project conditions using the revised range of water demand projections and the recommended capital improvements.
9. Public Participation: Per Task 4.
10. Schedule:
- a) Complete Task 3 and produce the technical memo within 60 calendar days of completion of Task 1.
 - b) The operational updated model shall be delivered to the Utility within 60 calendar days of completion of Task 1.
11. Decision Point: System hydraulic and water supply capacity recommendations will be developed based on information developed during Task's 1 & 2. These recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the hydraulic and system supply recommendations for this study.
12. Task Products:
- a) Working calibrated system hydraulic model that uses the revised water demand projections.
 - b) Scenario files
 - c) Modeling results files
 - d) Maps and figures that clearly illustrate modeling assumptions, conditions, results and outline needed capital improvements.
 - e) Fire protection capacity analysis and deficiency identification.
 - f) Figures and data demonstrating system reservoir performance for all demand and fire flow scenarios evaluated.
 - g) Listing of recommended capital improvements including schedule and cost estimates
 - h) Technical memorandum detailing the analysis
 - i) Technical memorandum to be presented to the public and the Water Utility Board.

D. Task 4: Public Participation Program

1. Task Objective: Engage the public in a comprehensive public participation program. The program will inform and educate the public on the need and justification of recommended Utility capital and operational improvements. The program will solicit and address community concerns regarding long-term water supply to Zone 6-East. Public participation will conform to the requirements of the Utility's standard procedure for public participation. The program shall also be modeled after the requirements of 40 CFR Ch. 1 Part 25 – "Public Participation in Programs under the Resource Conservation and Recovery Act, the Safe Drinking Water Act, and the Clean Water Act."
2. Assist Utility to form and administer the necessary project Citizen's Advisory Panel(s) (CAP) for the project. CAP organization and function will vary throughout the project and will be dependent upon project needs, specifics, and objectives.
3. Consultant will work with the Utility and the CAP(s) to identify citizen needs, concerns, and issues as they apply to specific project objectives and proposals. Working with identified project issues, consultant will engage the public, facilitate meetings, and administer programs to develop satisfactory solutions.
4. Work with CAP to develop effective and efficient means of communicating project information to the public, to answering questions, and to fostering public understanding of the justification and need for any of the recommended projects.
5. Assist Utility in developing, preparing, and distributing project information to the public as necessary to convey proposed projects.
6. Assist Utility in organizing and facilitating project meetings.
7. Assist the Water Utility in preparation of exhibits for press releases and for public meetings.
8. Document meetings and public comments and concerns and publish results.
9. Develop a project web page to disseminate information, meeting announcements and minutes, press releases, and provide a forum for public comment and input into the process.
10. Provide other assistance as deemed necessary to achieve the project objectives, engage the public and gain acceptance of the proposed capital improvement plan.
11. Schedule: Work under this task will continue throughout the full term of the study.
12. Products:
 - a) Written Public Participation Plan
 - b) Informational publications and exhibits as necessary
 - c) Required mailings
 - d) Publish meeting minutes and document public comments
 - e) Project web page development and maintenance
 - f) Printing and postage costs will be covered directly by the Utility.

E. Task 5: Well 3 Replacement (East Isthmus Well)

1. Overall Task Objective: If Task 3 confirms the need for a replacement well for Well 3 based on revised water demand projections; review previous work, evaluate and develop site selection criteria, review the alternatives presented during previous work and develop others as appropriate, evaluate site suitability using groundwater modeling techniques, develop preliminary site layouts, and estimate capital and operational costs for a standard unit well facility.
2. Site selection and analysis: The Utility is still under contract with Montgomery Associates for site evaluation work and groundwater flow and contaminant transport evaluation for the replacement of Well 3. Building on this previous work by the Utility and Montgomery Associates, review site selection criteria, develop alternatives, use Montgomery as a resource, and assist the Utility in selecting a site for a replacement well within Zone 6 East.
3. Coordinate groundwater modeling and wellhead protection evaluation with the Utility and Montgomery Associates. Assist Montgomery in continuing their work in groundwater modeling for this well site.
4. Preliminary Layout: Size unit well components, determine other space needs and calculate site space requirements. In cooperation with the Utility and other stakeholders, develop preliminary site layouts and building elevations that clearly convey the full impact of the facility. Prepare exhibits that can be used to communicate the overall size of the proposed project and allow the evaluation of the impact of the project on the neighborhood.
5. Cost Estimating and Economic Analysis: Prepare capital and operating cost estimates for the proposed alternatives. Calculate the present worth of each proposal. Evaluate the economic impact on the neighborhood both from a positive and a negative perspective.
6. Public Participation for the replacement well for Well 3: Per Task 4
7. Schedule: Complete all work identified under Task 5, recommend a site, and produce technical memorandum within five (5) months of completion of Tasks 1 – 3.
8. Decision Points:
 - a) If it is determined in Task 3 that a replacement well for Well 3 is not required, this Task is eliminated and no decision is required.
 - b) If a replacement well is required, there will be two decision points that will be defined and illustrated in a technical memorandum:
 - 1) Recommended site
 - 2) Recommended facility configuration
 - c) The technical memorandum including the recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the recommendations.
9. Products:
 - a) Listing of final well site selection criteria

- b) Report on groundwater modeling for proposed well site
- c) Site evaluation of proposed sites
- d) Recommendation for a new well site
- e) Preliminary layouts and exhibits
- f) Cost estimates and economic analysis
- g) Technical memorandum

F. Task 6: Well 8 Iron and Manganese Mitigation

1. Task Objective: If Task 3 confirms the need for Well 8 based on revised water demand projections; develop project design criteria, feasibility, preliminary layouts, determine site impacts, and estimated capital and operation costs for the recommended treatment technology for Well 8 iron and manganese mitigation.
2. Alternative Feasibility Analysis: Inspect the current facility and inventory current condition and itemize necessary improvements. Building on the information developed in Task 2, refine the application of the recommended treatment technology, contaminant loading, chemical dosing requirements, and wash water handling. Using that information, size system components for the iron and manganese mitigation system for Well 8.
3. Site Analysis and Preliminary Layout: Determine facility space needs and calculate site requirements. In cooperation with Madison Parks, and other stakeholders, develop preliminary site layouts and building elevations that clearly convey the full impact of the proposed facility. Prepare exhibits that can be used to communicate the overall size of the proposed project and allow the evaluation of the impact of the project on the neighborhood.
4. Cost Estimating and Economic Analysis: Prepare capital and operating cost estimates for the proposed alternatives. Calculate the present worth of each proposal. Evaluate the economic impact on the neighborhood both from a positive and a negative perspective.
5. Public Participation for Well 8: Per Task 4
6. Schedule: Complete Task 6 and produce the technical memo within 60 calendar days of completion of Tasks 1 – 3.
7. Decision Points:
 - a) If it is determined in Task 3 that Well 8 is not required, this Task is eliminated and no decision is required.
 - b) If Well 8 is required, evaluate alternative site layouts and recommend facility configuration in a technical memorandum.
 - c) The technical memorandum including the recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the recommendations.
8. Products:
 - a) Treatment technology and design criteria
 - b) Recommended improvements to existing facility

- c) Preliminary layouts and exhibits
- d) Site impact analysis
- e) Cost estimates and economic analysis
- f) Technical memorandum

G. Task 7: Well 7 Iron and Manganese Mitigation

1. Task Objective: If Task 3 confirms the need for Well 7 based on revised water demand projections; develop project design criteria, feasibility, preliminary layouts, determine site impacts, and estimated capital and operation costs for the recommended treatment technology for iron and manganese mitigation for Well 7.
2. Alternative Feasibility Analysis: Inspect the current facility and inventory current condition and itemize necessary improvements. Building on the information developed in Task 2, refine the application of the recommended treatment technology, contaminant loading, chemical dosing requirements, and wash water handling. Using that information, size system components for Well 7.
3. Site Analysis and Preliminary Layout: Determine facility space needs and calculate site requirements. In cooperation with identified stakeholders, develop preliminary site layouts and building elevations that clearly convey the full impact of the proposed facility. Prepare exhibits that can be used to communicate the overall size of the proposed project and allow the evaluation of the impact of the project on the neighborhood.
4. Cost Estimating and Economic Analysis: Prepare capital and operating cost estimates for the proposed alternatives. Calculate the present worth of each proposal. Evaluate the economic impact on the neighborhood both from a positive and a negative perspective.
5. Public Participation for Well 7: Per Task 4
6. Schedule: Complete Task 7 and produce the technical memo within 60 calendar days of completion of Tasks 1 – 3.
7. Decision Points:
 - a) If it is determined in Task 3 that Well 7 is not required, this Task is eliminated and no decision is required.
 - b) If Well 7 is required, evaluate alternative site layouts and recommend facility configuration in a technical memorandum.
 - c) The technical memorandum including the recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the recommendations.
8. Products:
 - a) Treatment technology and design criteria
 - b) Recommended improvements to existing facility
 - c) Preliminary layouts and exhibits
 - d) Site impact analysis

- e) Cost estimates and economic analysis
- f) Technical memorandum

H. Task 8: Well 15 VOC Mitigation

1. Task Objective: Based on the recommendations developed in Task 2, conduct a treatment technology pilot test (if required) to develop project design criteria, evaluate feasibility, develop preliminary layouts, determine site impacts, and estimate capital and operation costs for a VOC treatment system for Well 15. Treatment levels of 50%, 75% and 90% removal will be considered, estimated, and evaluated.
2. Source of the VOC: Neither the Utility nor the Wisconsin DNR have investigated the source of the VOC contamination at Well 15. A full fledged investigation of the source of the VOC is beyond the scope of this study but any data, additional sampling, or insight into groundwater quality or contaminant transport in the area that may aide in the analysis for treatment and preservation of Well 15 water quality will be beneficial.
3. Treatment Process Feasibility Analysis: Inspect the current facility and inventory current condition and itemize necessary improvements and additions needed. Review contaminant loading, pilot test as necessary and determine recommended sizing and components to mitigate VOC contaminants for Well 15.
4. Site Analysis and Preliminary Layout: Size treatment system components, determine other space needs and calculate site space requirements. In cooperation with the Utility and other project stakeholders, develop preliminary site layouts and building elevations that clearly convey the full impact of modification to the facility. Prepare exhibits that can be used to communicate the overall size of the proposed project and allow the evaluation of the impact of the project on the neighborhood.
5. Cost Estimating and Economic Analysis: Prepare capital and operating cost estimates for the proposed alternatives for the level of removal noted above. Calculate the present worth of each proposal. Evaluate the economic impact on the neighborhood both from a positive and a negative perspective.
6. Pilot Testing: If requested by the Utility, DNR, or other stakeholders, conduct a pilot test on the water to determine treatment technique feasibility, effectiveness, efficiency, sizing criteria, and operating costs. Pilot testing will be of sufficient length and scope to fully define and verify design criteria. A pilot study report will be completed and submitted to DNR for approval.
7. Public Participation for Well 15: Per Task 4
8. Schedule: Complete Task 8 and produce the technical memo within 3 months of completion of Task 2.
9. Decision Points:
 - a) Prepare and present a technical memorandum that evaluates alternative site layouts and costs to support a recommendation for the facility configuration.

- b) The technical memorandum including the recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the recommendations.
10. Products:
- a) Treatment technology recommendation and design criteria
 - b) Recommended improvements to existing facility
 - c) Preliminary layouts and exhibits
 - d) Site impact analysis
 - e) Budgetary cost estimates
 - f) Technical memorandum
 - g) Pilot study report
 - h) Cost estimates and economic analysis

I. Task 9: Regional Treatment evaluation for Wells 7, 8, and the Potential Replacement for Well 3

1. Task Objective: Fully evaluate the feasibility of a regional iron and manganese filtration facility for Zone 6-East. Develop project design criteria, site requirements, piping routes, pumping requirements, finished water distribution requirements, preliminary facility layouts, and estimate capital and operational costs.
2. Develop facility design criteria: Taking into consideration Wells 7, 8, and the replacement for Well 3, establish design criteria for a regional iron and manganese filtration facility. Set component loading, chemical feed requirements, wash water handling, finished water storage, and other facility design criteria as needed. Determine facility operational requirements and objectives and review possible expansion scenarios.
3. Site alternative development: Using the design criteria set for the regional treatment facility, size treatment system components, determine other space needs and calculate site space requirements. Identify a search area, review available properties for suitability and availability, present a list of 3 to 5 possible sites to the Utility for further evaluation.
4. Site analysis, evaluation, and selection: In cooperation with the Utility and other stakeholders, develop preliminary site layouts and building elevations that clearly convey the full impact of the facility. Prepare exhibits that can be used to communicate the overall size of the proposed project and allow the evaluation of the impact of the project on the neighborhood. Recommend a site suitable for a regional treatment facility.
5. Raw water transmission route evaluation: Working with the recommended regional treatment plant location, review potential raw water transmission main routes. Evaluate raw water transmission main hydraulics, estimate capital costs and develop construction schedules.
6. Water redistribution piping requirements: Model system hydraulics, identify system deficiencies, develop capital improvement projects, estimate capital

- costs and develop construction schedules for necessary projects to convey the water back into the system effectively and efficiently.
7. Pumping system requirements: Evaluate the raw water and finished water pumping requirements. Describe the capital improvements needed to deliver the water to the regional treatment facility. Itemize pumping requirements needed to redistribute finished water to sustain current levels of service.
 8. Pumping cost estimates and economic evaluation: Compare the raw water pumping costs to wellhead facilities and summarize the additional operational costs associated with regional treatment. Estimate capital and operating costs to redistribute treated water to the system while maintaining the current level of service and compare to wellhead facilities.
 9. Present worth analysis: Compile all cost information for a regional treatment plant. Calculate the present worth to permit evaluation of each alternative.
 10. Public Participation for a regional treatment plant: Per Task 4
 11. Schedule: Complete Task 9 and produce the technical memo within 3 months of completion of Tasks 1 – 3 and 5 – 7.
 12. Decision Points:
 - a) There will be two decision points that will be defined and illustrated in a technical memorandum:
 - 1) Recommended site location
 - 2) Recommended facility configuration
 - b) The technical memorandum including the recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the recommendations.
 13. Products
 - a) Site selection criteria
 - b) Treatment facility design criteria
 - c) Preliminary layouts and drawings
 - d) Capital and operating cost estimates
 - e) Technical memorandum

J. Task 10: Alternative selection for Wells 7, 8, and Replacement for Well 3

1. Task Objective: Based on information gathered during the preliminary project tasks, public input, and project criteria and economics, recommend a preferred alternative for iron and manganese treatment at Well 7, 8 and possibly the replacement for Well 3 that includes either wellhead or regional treatment.
2. Itemize full project development requirements for the preferred alternative
3. Formalize project estimated capital and operating costs
4. Develop a detailed project implementation plan and schedule
5. Public Participation for alternative selection: Per Task 4
6. Schedule: Complete Task 10 and produce the technical memo within 1 month of completion of Tasks 1 – 3 and Tasks 5 – 9.

7. Decision Points:
 - a) A technical memorandum will itemize the information relevant to alternative evaluation and costs to support a recommended alternative selection.
 - b) The technical memorandum including the recommendations will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the recommendations.
8. Products:
 - a) Project development and implementation plan
 - b) Design criteria
 - c) Detailed capital and operating cost estimates
 - d) Technical memorandum

K. Task 11: Pilot Testing for Iron and Manganese Removal at Wells 7, 8, and Potentially the Replacement for Well 3

1. Task Objective: If requested by the Utility or the DNR for the filtration facilities being proposed for wells 7, 8, and the replacement for well 3, develop and implement a pilot study for the recommended alternative to verify that the recommended treatment technology is appropriate for the application and that it meets established treatment goals and standards.
2. If wellhead treatment is the recommended alternative, multiple pilot studies may be requested. A budget adjustment may be negotiated if necessary for multiple pilot studies.
3. Duration: Pilot study shall be a minimum of 3 weeks long
4. Develop a pilot study plan, procure pilot equipment and schedule and operate the pilot equipment.
5. Coordinate pilot work with DNR, submit a pilot study report to the Utility and the DNR for review and approval
6. Prepare pilot report covering as a minimum; treatment results, design criteria, operational criteria, capital cost analysis and annual operating cost analysis
7. Schedule: Complete Task 11 and produce the pilot report within 2 months of completion of Task 10.
8. Decision Points:
 - a) A pilot study report will document process performance and establish design criteria.
 - b) The pilot study report will be reviewed and presented to a CAP, at public meetings, and ultimately to the WUB. The WUB will formally accept or reject the recommendations.
9. Products:
 - a) Design and performance criteria
 - b) Estimated operating costs
 - c) Pilot study report

L. Task 12: Preliminary Design

1. Task Objective: Based on initial evaluations and pilot study recommendations, develop preliminary design concepts, project criteria, component sizing, and conceptual layouts for the selected alternative.
2. Coordinate preliminary design with the Utility and the DNR.
3. Prepare preliminary engineering report covering as a minimum; design and sizing criteria, operating criteria, site requirements, capital cost analysis, and annual operating costs
4. Public Participation for preliminary design: Per Task 4
5. Schedule: Complete Task 12 and produce the preliminary design report within 2 months of completion of Task 11.
6. Products:
 - a) Design criteria
 - b) Preliminary layout drawings
 - c) Project criteria, objectives, and concepts
 - d) Capital and operating cost analysis
 - e) Preliminary design report and recommendation

M. Task Guarantee

Madison Water Utility does not guarantee that all listed tasks will be completed as defined in this work plan. As the project develops, specific tasks will be deleted or added and the scope of services modified based on project information and criteria as it develops, public comment and input received, local conditions, and other unforeseen scenarios.

V. Scope of Services Guidelines

A. General:

The Consultant shall work closely with the Utility as a collaborative comprehensive project team to evaluate and develop sound technical recommendations for this project. Throughout the project, the Water Utility Project Manager will maintain authority over project direction and objectives. All project decisions and recommendations will be developed through the project team. Final decision making authority rests with the Water Utility Board. Project details will be implemented through the project public participation process. Project objectives and team recommendations will be developed through a regular series of team meetings, reviews, public meetings, and coordination with Water Utility staff, other City Departments, the Water Utility Board, citizen advisory board(s) and other project stakeholders.

B. Project philosophy:

The overall project philosophy will be toward technically sound analysis, project functionality, durability, long-range applicability, economics, and service to the customers of Madison Water Utility. Public participation and education leading to project understanding is critical to success. Water conservation, energy efficiency,

maintaining an acceptable level of service, neighborhood socioeconomic concerns, and facility function shall be central to recommended capital improvement projects.

C. Budget:

1. The Water Utility anticipates receiving a \$291,000 grant for this project from the USEPA. The utility will match the grant with a contribution of \$259,000.
2. Firms shall develop a budget for the work as a part of the proposal and any budget concerns on the project shall be detailed in the proposal.

D. Follow on Work:

1. Madison Water Utility makes no promise of the award of any of the recommended capital improvement projects to the consultant.
2. Award of engineering services work on recommended capital improvement projects would be per City procurement rules and budgeting guidelines.

E. Schedule:

1. The Project shall be completed within 15 months from execution of the consultant agreement. A draft schedule is attached to this request for proposal.
2. The Consultant shall develop and regularly maintain a project schedule that includes all tasks. Identify sufficient subtasks and the critical path for each task to fully plan the work.
3. The schedule shall be presented in a Gantt chart format and it shall contain sufficient detail to allow tracking of the progress of the work through each phase.
4. The schedule shall be in MicroSoft Project electronic format. All updates shall be submitted to the Water Utility in MS Project electronic format on CD or via email attachment.
5. Keeping the project on schedule shall be a priority and goal for the Consultant throughout the completion of the project.
6. Delays in completion of the work shall be promptly communicated to the Water Utility.

F. Cost estimates

1. Controlling recommended capital costs is critical to project success.
2. The Consultant is responsible to be keenly aware of capital costs of proposed facilities, the cost impact of decisions made, and how to keep capital costs reasonable and acceptable to the Utility.
3. As capital projects are developed, cost estimates shall be routinely updated and the full project team made aware of the cost impacts of all proposed alternatives.
4. During the discussion and presentation of any capital projects, the Consultant shall present the cost impacts of the proposal in sufficient detail to allow a detailed evaluation.

5. Any change in the capital project cost estimates shall be promptly communicated to the Water Utility for analysis.

G. Quality Assurance/Quality Control Plan

1. Prior to starting work, the Consultant shall prepare a project specific Quality Assurance/Quality Control Plan (QA/QC).
2. The QA/QC Plan shall include but shall not necessarily be limited to:
 - a) Schedule monitoring and compliance
 - b) Project reviews both internal and external
 - c) Project communications
 - d) Project meetings
 - e) Standards to be used
 - f) Cost review and control
 - g) Quality Control methods and criteria
3. Quality Assurance/Quality Control Plans will be required from all major sub-consultants working on the project.

H. Permit requirements

1. The Consultant shall be responsible to consider any legal, permit, or approval requirements of appropriate City and regulatory agencies to include but not be limited to: Wisconsin Department of Natural Resources, Wisconsin Public Service Commission, and the City of Madison for all recommended capital improvement projects.
2. All recommended capital improvement projects shall conform to the requirements of the appropriate regulatory agency.
3. In the event that a recommended project is not accepted by a regulatory agency and required approvals cannot be obtained, the Consultant shall modify components of the capital improvement program at no additional cost to the Water Utility.
4. Consultant shall coordinate the development of the capital improvement program with the appropriate reviewing agencies. This may include conducting meetings, making presentations, and various communications as necessary to fully develop the capital improvement program.
5. Address and incorporate any comments received from review agencies into the final capital improvement program.

I. General Consultant Responsibilities:

1. Work closely with the Utility as a project team to evaluate existing conditions, projected needs, standards, objectives, and level of service.
2. The selected Firm shall provide all necessary personnel, resources, and subconsultants required and in compliance with federal funding requirements to complete the specified work to the satisfaction of the Madison Water Utility and other Departments of the City of Madison.

3. Gather and compile all necessary data required from City and County records, from field reconnaissance, and from other sources, as the Consultant deems necessary to complete the work.
4. Conduct project meetings and provide meeting minutes.
5. Schedule and coordinate quality control reviews with the Utility throughout the completion of the work.
6. Provide preliminary conceptual drawings for review and comment to assist the Water Utility in evaluating project feasibility.
7. Provide regular reports and communication with the Water Utility about the progress of the work and in compliance with federal funding requirements.
8. Regularly update the project schedule.
9. Control project fees to keep the project within budget.
10. Submit all necessary reports, cost accounting, and other paperwork to comply with the requirements of the federal SAP grant,
11. Any other work as required in this Request for Qualifications and the project Scope of Work.

J. Water Utility Responsibilities:

1. Work closely with the Consultant as a project team, providing project direction, input, and coordination to ensure that recommended capital improvement projects meet Utility objectives and needs.
2. Madison Water Utility will provide the selected consultant with existing information and reports that are on file with the Utility.
3. Provide timely input into project development.
4. Provide required direction on Utility objectives and needs.
5. Complete material reviews and provide comments and direction within 2 weeks of receipt.
6. Coordinate meetings of Utility staff and other City departments.
7. At the completion of the work, select preferred recommendations and provide direction to the Consultant to allow the work to be finalized
8. Host review meetings.

K. Communications/Meetings:

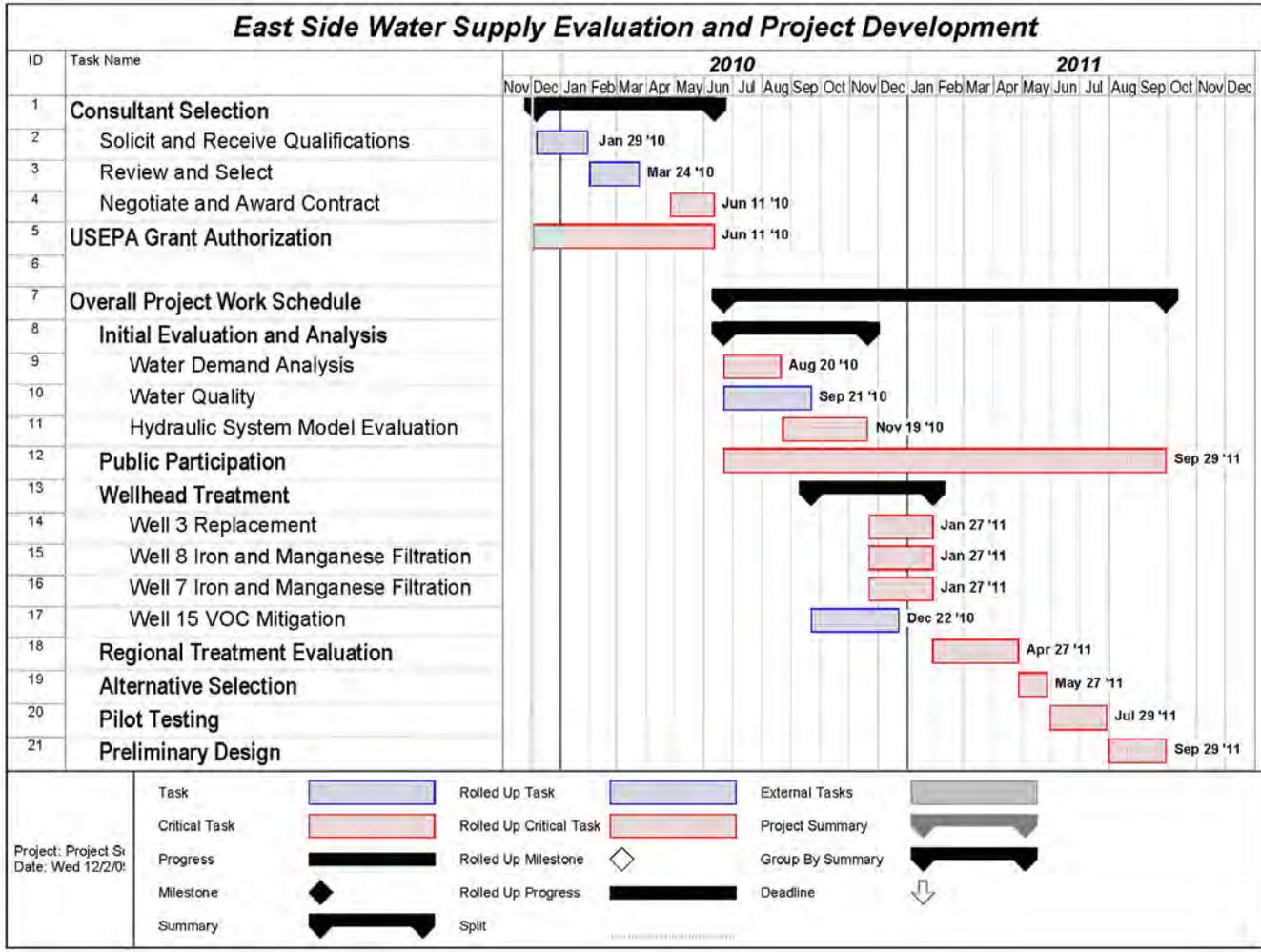
1. The Utility expects and requires regular, routine, and frequent communication on project status and details. Consultant will develop team communication protocols, regular reports, and web based communication tools to ensure that all parties are kept abreast of project details.
2. Monthly progress reports:
 - a) Progress reports shall be submitted by the first of every month.
 - b) No payments will be released to the Consultant without an acceptable monthly report.
 - c) Each report shall detail progress made during the previous month, planned work for the coming month and any issues that need to be resolved.

- d) All monthly reports shall include an undated project schedule.
 - e) Monthly reports shall not exceed one type written page not including updated schedules, charts or tables.
 - f) Consultant is responsible to prepare and submit all required grant funding project reports and records.
3. A project kickoff meeting will be held prior to starting work.

L. Products:

1. Monthly progress reports throughout the project
2. All required grant funding reports and records
3. Technical memorandums as noted within specific task descriptions
4. Final Approved Documents:
 - a) 12 complete copies of the final report in three (3) ring binders to the Water Utility.
 - b) All documents shall be submitted electronically on a compact disk (CD) in their original software format. The documents shall be useable and editable by the Utility for future work.
 - c) Drawings shall be submitted electronically on a compact disk (CD) in MicroStation Format. Submittal format shall be coordinated with the Water Utility Engineering Section.
 - d) All products produced by this project shall become the property of Madison Water Utility.

PROJECT TIMELINE



SELECTION PROCESS

- A. The selection will be based on demonstrated qualifications in projects of similar size and complexity and a capability of working as a high functioning team with Water Utility staff toward the successful completion of the project.
- B. Selection Committee: The Selection Committee shall be made up of four (4) Water Utility employees and one individual from either another City department or a person from another jurisdiction.
- C. Ranking
 - 1. Submittals and interviews will be ranked based on the following categories:
 - a) Experience/Qualifications
 - b) Work History
 - c) Project Team
 - d) Project understanding and approach
 - e) Project Schedule
 - f) Public Participation Plan
 - g) Scope of Work
 - h) Project Management History
 - i) Cost Control History
 - j) Questions and Answers
 - 2. Final Selection:
 - a) The Firm judged to be the most qualified based on all of the information presented will be selected by the committee.
 - b) The selected Firm shall be notified in writing. No other method shall be considered to be official notification of selection by the Water Utility.
 - c) The selection of the committee shall be final.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

A. Submittal Requirements:

1. The submittal will be in two parts: 1) a statement of qualifications and 2) a statement of project understanding and a detailed scope of services.
2. The initial "Statement of qualifications" will be limited to no more than **Twelve (12) single spaced pages using a minimum 12 font with no font kerning.**
3. Submitted resumes shall not exceed one page in length per team member. Resumes are not included in the page count for the submittal.
4. Firms short-listed based on the submitted statement of qualifications shall provide a "Statement of project understanding and a detailed scope of services" that will not exceed **Fifteen (15) single spaced pages using a minimum 12 font with no font kerning.**

B. Due Date and Time:

1. The "Statement of Qualifications" submittal is due no later than 2:00 p.m. CST Thursday January 28th, 2010.
2. Firms will be short listed by Wednesday February 10th, 2010
3. The "Statement of Project Understanding and Detailed Scope of Work" submittal is due no later than 2:00 p.m. CST Thursday February 25th, 2010.
4. Firms selected for interviews will be notified in writing and interviews will be scheduled for late March 2010.
5. The Water Utility is not responsible for late deliveries.
6. Proposer may coordinate for submittals received after the designated time to be returned unopened at Proposers expense.

C. Initial Statement of Qualifications: to include but not necessarily be limited to:

1. Detailed description of the proposed project team. Provide any information on previous working relationships among proposed team members.
2. Detail team organization and proposed task assignments and responsibilities
3. Document qualifications of each team member for assigned tasks.
4. Team experience on projects of similar size and complexity.
5. Project History: List of all completed similar projects within the last 5 years. As a minimum, provide the following information for each project listed:
 - a) Name of Project Manager.
 - b) Client name and phone number.
 - c) Project Fee History:
 - 1) Initial fee
 - 2) Provide a breakdown of fee by major task
 - 3) Value of any amendments to the fee and justification for the change.
 - d) Provide original and actual project schedule, present justification for schedule overruns.

- e) Detail any other relevant details, descriptions, or explanations for each project as warranted to allow the Utility to evaluate the work history.
6. Proposed Sub-consultants
 - a) Itemize their proposed portion of the work for compliance with federal grant requirements
 - b) Detail sub-consultant qualifications for the tasks assigned
 - c) Provide sub-consultant references with phone numbers.
7. Project Management History: Provide documentation of effective project management, project cost control, and project communications on completed projects of similar nature and scope.
8. Quality Assurance/Quality Control:
 - a) Include a brief description of quality control policies and procedures.
 - b) Designate one team member responsible for quality control.
9. References:
 - a) Names and phone numbers of a minimum of three references
 - b) References shall have direct work experience with the proposed project manager and other proposed key team members.
 - c) References should be for projects of similar complexity and size.

D. Statement of Project Understanding and Detailed Scope of Work:

Shortlisted Firms will be notified by letter and will be invited to submit additional information to include but not necessarily be limited to:

1. Clear statement of project understanding, project objectives and project approach including but not limited to:
 - a) Major task breakdown.
 - b) Anticipated project challenges
 - c) Public participation plan and process
 - d) Major milestones and decision points
 - e) Public participation plan
2. Include a detailed proposed scope of work for this project.
 - a) Scope of work shall illustrate the proposed approach to the work, communication, objectives, major tasks, public participation, milestones, review points, decision points, and products.
 - b) Quality and detail of the scope of work will be evaluated as to project understanding, organization, and approach.
3. Project schedule and description:
 - a) Include a detailed proposed project schedule with description of major components
 - b) Include all tasks and supporting details
 - c) Include milestones and decision points
 - d) Identify anticipated project scheduling challenges
 - e) Identify critical path on the schedule
 - f) Schedule shall be presented as a Gantt chart

- g) Schedule detail shall demonstrate a thorough understanding of the process required to successfully complete the work to the satisfaction of the Utility.
 - h) The quality and detail of the submitted project schedule will provide an indication of the firms experience in completing projects of this type and will be used in the evaluation of the Firm's qualifications.
4. Projected Hours and Estimated Costs -
- a) Submit estimated hours itemized by task
 - b) Submit the estimated hours and associated costs in a separate sealed envelope clearly marked **"Projected Hours and Estimated Costs"**. Also, submit estimated costs as a separate file in the electronic submission.
 - c) The hour and cost estimate is not included in the page count for the statement of project understanding and detailed scope of work.
 - d) Initial evaluation of the proposals will be on qualifications only. The Utility reserves the right to consider proposed costs in the case of substantially equal qualifications and other factors.
 - e) Following selection of the successful Firm a final scope of services and actual contract fee will be negotiated.

E. Interview:

- 1. Based on the information received, the Madison Water Utility reserves the right to either interview selected Firms or to make a selection based on the submitted materials.
- 2. Interview format:
 - a) 30 to 40 minute presentation
 - b) 30 to 40 minutes for questions and answers
 - c) The proposed Project Manager shall lead the presentation.
 - d) Presentation team shall have a maximum of three (3) people.
- 3. Presentation objectives:
 - a) Introduce the project team and highlight team qualifications on projects of similar size and complexity
 - b) Present project objectives as the team understands them and how the team will successfully achieve each identified objective
 - c) Itemize the proposed public participation process and the role the team proposes for the Citizen Advisory Panel(s).
 - d) Other team or project details that will aid the panel in evaluating the qualifications and teamwork of the proposed team.
- 4. The presentation shall be brief and concise.
- 5. Following a review of the submittals, the Water Utility reserves the right to establish specific requirements and content for the interview to further aid in the determination of the Firms qualifications. These requirements will be transmitted to the Firms to be interviewed a minimum of 2 weeks before the interview.

6. Extensive and detailed preliminary layouts and designs of any proposed Water Utility facility are not necessary for the interview and should not be included in the interview presentation.
7. Questions:
 - a) The selection team reserves the right to prepare a list of standard questions for the interview.
 - b) If standard questions are used, they will be presented to each team 30 minutes prior to the interview
 - c) Questions may be based on any written materials submitted and information presented in the interview or any other sources.

CONTRACTING

- A. City Contract:
 - 1. Following selection, a final equitable scope of services and fee will be negotiated and accepted by all parties.
 - 2. The selected Firm shall comply with all requirements of the USEPA SAP grant process including but not limited to reporting, accounting, and costs.
 - 3. The selected Firm will then enter into a standard City of Madison Contract for Purchase of Services. An example of this standard contract is attached as Appendix B for your review.

- B. Recommendation and Contract Execution
 - 1. The selected Firm will be recommended to the Water Utility Board who will recommend the Firm to the Common Council of the City of Madison.
 - 2. Following the approval of the Common Council, a contract will be executed and the successful Firm will receive a Notice to Proceed.
 - 3. Actual execution of the contract will be dependent upon the USEPA SAP grant requirements and approval schedule. The Utility reserves the right to delay contract execution up to 120 calendar days from the date of Common Council approval to coordinate the contract with the Federal Government grant process.

FORM A: SIGNATURE AFFIDAVIT

Note: This form must be returned with your proposal response.

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

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

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

X

Signature

Sign and Print Name Above.

Note: This form must be returned with your proposal response.

Proposal invalid without signature.

FORM B: RECEIPT OF FORMS AND SUBMITTAL CHECKLIST

Note: This form must be returned with your proposal response.

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

<u>Forms List</u>	<u>Initial to Acknowledge Submittal</u>	<u>Initial to Acknowledge Receipt</u>
Notice to Proposer		_____
Description of Work and Materials		_____
Project Timeline		_____
Selection Process		_____
Instructions for Submitting a Proposal		_____
Contracting		_____
Form A: Signature Affidavit	_____	_____
Form B: Receipt of Forms and Submittal Checklist	_____	_____
Form C: Vendor Profile	_____	_____
Appendix A: Standard Terms & Conditions		_____
Appendix B: <i>Sample</i> – Contract for Purchase of Services		_____
Appendix C: Listing Of Cross-Cutting Federal Authorities For Special Appropriations Act Projects		_____
Appendix D: Administrative Conditions		_____
Addendum # _____		_____
Addendum # _____		_____
Addendum # _____		_____

Note: This form must be returned with your proposal response.

FORM C: VENDOR PROFILE

Company Information

Company Name			
FEIN:	(If FEIN is not applicable, SSN collected upon award)		
Contact Name	Title		
Telephone ()	Fax ()		
Email			
Address	City	State	Zip

Affirmative Action Contact

Contact Name	Title		
Telephone ()	Fax ()		
Email			
Address	City	State	Zip

Orders/Billing Contact

Contact Name	Title		
Telephone ()	Fax ()		
Email			
Address	City	State	Zip

Local Vendor Status

(Check only one)

- Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____
- No**, we are not a local vendor or have not registered.

Note: This form must be returned with your proposal response.

Makes sure to use your complete, legal company name.

Contact should be the person able to answer questions about your proposal (bid).

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 3.58(8) within thirty (30) days of award of contract.

Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.

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

<http://www.cityofmadison.com/business/localPurchasing/index.cfm>

APPENDIX A: STANDARD TERMS & CONDITIONS

CITY OF MADISON

Section A: Standard Terms and Conditions (STC-Form: 1/16/09)

This document is intended to indicate the minimum requirements for the submission of bids.

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. If the City accepts a bid or proposal, the bid or proposal together with the City's entire Request for Proposals or Invitation for Bids and any other terms and conditions expressly agreed between the parties in writing, shall constitute a contract and will be the Entire Agreement, as described in paragraph 2 ("Entire Agreement"). In the event of any conflict between this Section A and any other terms and conditions included in the accepted bid or proposal, the terms of Section A shall control unless the parties expressly agree to another order of precedence, in writing. Finally, if a separate written contract is executed between the parties as a result of this solicitation, the terms and conditions of that contract shall control.

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 is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any 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.

2. **Entire Agreement.** These standard terms and conditions shall apply to any contract or order as a result of this Request for Bid/Proposal except where special requirements are stated elsewhere in the Request, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

3. **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.
4. **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 subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Cancellation.

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

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. **Affirmative Action.** If the Contractor employs 15 or more employees and has aggregate annual business with the City for the calendar year in which the contract takes effect of \$25,000 or more, the contractor will be required to file, within thirty (30) days of execution of the contract, a Model Affirmative Action Plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of job applicants and employees who are women, minorities or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)]. The Model Affirmative Action Plan, Request for Exemption form, Workforce Utilization Statistics Report, and instructions are available at: <http://www.cityofmadison.com/dcr/aaForm.s.cfm> or by contacting the City of Madison Department of Civil Rights (DCR) at (608) 266-4910. If the contractor employees 15 or more employees but does not have annual aggregate business with the city of \$25,000 or more, contractor must submit certain workforce utilization statistics on a form provided by DCR, and for at least twelve (12) months after the effective date of this purchase, Contractor must notify the DCR of all job openings in Dane County open to applicants not already employees of the Contractor. The notice must include job description, classification, qualifications, application procedures, and deadlines. The Contractor agrees to interview and consider candidates referred by DCR if the candidate meets minimum qualification standards established by Contractor, and the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice. Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for

any subcontracts entered into pursuant to this contract.

19. **Non-Discrimination.** The Seller agrees not to discriminate against any employee, or applicant who 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, political beliefs, 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, aged, disability, sex or national origin.

Contractor is further notified that, in the event that additional protected classifications are added to Section 39.02(9)(b) of the Madison General Ordinances prior to commencement of work under this proposal, the amended ordinance shall apply to the Contractor.

20. **Living Wage.** (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website:

www.ci.madison.wi.us/comp/livewage/lw-index.htm

21. **Prevailing Wage Rate.** When skilled labor is required for any service project, the Contractor warrants that the current minimum rate of wage scale established by the Common Council, under provisions of Section 23.01 of the City Ordinances, be paid

to all trades and occupations. Wage scale is on file with the Clerk of the City of Madison. Additional information is available on our website:

www.ci.madison.wi.us/purch.html

22. **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.

23. **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, class of operations covered, 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. 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.

- 24. **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.

25. **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.

- 26. **Project Completion Date.** All bidders are required to show a project completion date on the attached proposal page.

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.** Section 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel," is hereby incorporated by reference and made part of this contract.

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 of the Madison General Ordinances and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on

the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and

(2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.

f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.

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. Additional information is available at:

<http://www.cityofmadison.com/business/localPurchasing/index.cfm>

31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal

APPENDIX B: *SAMPLE* – CONTRACT FOR PURCHASE OF SERVICES

CONTRACT FOR PURCHASE OF SERVICES between the City of Madison and Full Contractor Name

1. **PARTIES.**

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Full Contractor Name hereafter referred to as "Contractor."

The Contractor is a:

- Corporation
- Limited Liability Company
- General Partnership
- LLP
- Sole Proprietor
- Unincorporated Association
- Other

(to be completed by contractor)

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):

(Attach and label documents as necessary.)

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.**

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

- A. Services under this agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

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

be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NON-DISCRIMINATION.**

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, 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, 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. The Contractor agrees to interview and consider candidates referred 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 Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

**B. Articles of Agreement, Request for Exemption, and Release of Payment:
The “ARTICLES OF AGREEMENT” beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:**

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

*As determined by the City Comptroller

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights (“Department”), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex 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 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 including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true **(check one)**:

- A. It 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, it 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.

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

(Department or Division Head)

FOR THE
CONTRACTOR:

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

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

Contractor shall provide its taxpayer identification number (or social security number) to the City Comptroller, 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 for services 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, specified in the Scope of Services, Section 3 of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this agreement.
- (3) Should this agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this agreement, any amount the City determines the Contractor owes the City, whether arising under this agreement or under any other agreement or otherwise.
- (7) Compensation in excess of the total contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

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

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services,

Section 3 of this agreement, including any amendments under Section 9 of this agreement.

- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **INSURANCE.**

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, 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. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

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

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

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

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

30. **AUTHORITY.**

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

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: _____
David J. Cieslewicz, Mayor

Date: _____

Approved:

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Michael P. May, City Attorney

Date: _____

Dean Brassler, City Comptroller

Date: _____

Eric T. Veum, Risk Manager

Date: _____

NOTE: Certain service contracts may be executed by the Purchasing Agent on behalf of the City of Madison:

By: _____
Randy A. Whitehead, Accountant 4
Designee of Comptroller

_____ Date

Please note: MGO 4.26(3) and (5) authorize the Comptroller or designee to sign contracts for purchase or services when all of the following apply:

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

APPENDIX C: LISTING OF CROSS-CUTTING FEDERAL AUTHORITIES FOR SPECIAL APPROPRIATIONS ACT PROJECTS

Environmental Authorities

Archeological and Historic Preservation Act, Pub. L. 93-291, as amended

Clean Air Act, Pub. L. 95-95, as amended

Clean Water Act, Tittles III, N and V, Pub. L. 92-500, as amended

Coastal Barrier Resources Act, Pub. L. 97-348

Coastal Zone Management Act, Pub. L. 92-583, as amended

Endangered Species Act, Pub. L. 93-205, as amended

Environmental Justice, Executive Order 12898

Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148

Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608

Farmland Protection Policy Act, Pub. L. 97-98

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended

Magnunson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265

National Environmental Policy Act, Pub. L. 91-190

National Historic Preservation Act, Pub. L. 89-655, as amended

Safe Drinking Water Act, Pub L. 93-523, as amended

Wild and Scenic Rivers Act, Pub. L. 90-54, as amended

Economic and Miscellaneous Authorities

Debarment and Suspension, Executive Order 12549

Demonstration Cities and Metropolitan Development Act, Pub. L. 89 -754, as amended, and Executive Order 12372

Drug-Free Workplace Act, Pub. L. 100-690

Government Neutrality Toward Contractor's Labor Relations, Executive Order 13202 as amended by Executive Order 13208

New Restrictions on Lobbying, Section 319 of Pub. L. 101-121

Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738.

Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

Age Discrimination Act, Pub. L. 94-135

Equal Employment Opportunity, Executive Order 11246

Section 13 of the Clean Water Act, Pub. L. 92-500

Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250

Title VI of the Civil Rights Act, Pub. L 88-352

Disadvantaged Business Enterprise Authorities

EPA's FY 1993 Appropriations Act, Pub. 1. 102-389

Section 129 of the Small Business Administration Reauthorization and Amendment Act, Pub. 1. 100-590

Small, Minority and Women Owned Business Enterprises, Executive Orders 11625, 12138 and 12432

APPENDIX D: ADMINISTRATIVE CONDITIONS

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Administrative Conditions

1. CONSULTANT CAP

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2008, the limit is \$571.12 per day and \$71.39 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

2. COPYRIGHTED MATERIAL

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

3. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

4. EARMARKS - INCREMENTALLY FUNDED

EPA is partially funding this assistance agreement based on the terms of a congressional earmark. EPA

- d) Follow the six affirmative steps stated in 40 CFR 30.44(b) 40 CFR 31.36(e), 35.3145(d), or 35.6580, as appropriate.
- e) The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to Adrienne M. Callahan, MBE Coordinator within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environmental programs (40 CFR Part 35, Subpart B) and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit an EPA form 5700-52A to Adrienne M. Callahan, MBE Coordinator by October 30 of each year. (Reporting form available at www.epa.gov/osdbu.) Submit reports to:

**Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

- f) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.
- g) Until the recipient has completed its fair share negotiations with EPA, it agrees to maintain state Agency's fair share objectives. Once the recipient has completed its fair share negotiations with EPA, it will apply those objectives. The recipient also agrees to include in its bid documents the applicable FY 2008 "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable FY 2008 "fair share" percentages and to comply with paragraphs (c) through (e) above.

EPA may take correction action under 40 CFR Parts 30, 31 and 35, as appropriate, if the recipient fails to comply with these terms and conditions.

For further information, please contact Adrienne Callahan at 312-353-5556, email: Callahan.adrienne@epa.gov

10. MULTI-YEAR GRANT - INTERIM FINANCIAL STATUS REPORTS

An interim Financial Status Report – also called the SF269 - must be submitted annually within 90 days following the end of each 12-month period. All interim FSRs must be submitted to the EPA Grants Specialist as identified on page one of this Assistance Agreement.

11. PARTIAL OBLIGATION

This action approves the workplan and anticipated total budget of \$7,272,727 proposed in the application dated November 16, 2007. Federal funds obligated by this action, in the amount of \$1,343,800, represent less than the full federal share, i.e., \$4,000,000 of the anticipated total budget. Subject to appropriations and availability of federal funds, the balance of the federal share will be awarded at a later date. Should additional federal funds not be available or reductions of obligated amounts be required, the federal and nonfederal shares as well as the approved workplan will be adjusted accordingly in a future agreement amendment.

12. RECYCLED PAPER

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

13. PROCUREMENT OF RECYCLED PRODUCTS

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

14. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

15. SMALL BUSINESS IN RURAL AREAS

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- a. Placing SBRAs on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a. through e. of this condition.

16. STATUTORY LIMITATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation of 55% of total allowable program/project costs or the total funds awarded, whichever is lower.

17. SUBAWARDS

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

18. SUSPENSION & DEBARMENT: 2 CFR PART 1532

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

19. PROCUREMENT OF RECYCLED PRODUCTS

Any Tribal entity which is using appropriated Federal funds shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR 247-254. Tribal recipients and subrecipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

20. UNLIQUIDATED OBLIGATIONS - PART 31 RECIPIENTS

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. **Completed SF269s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515.** The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

1. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

2. SEMI-ANNUAL REPORTING

Semi-annual technical performance reports must be submitted within 30 days following the end of each six-month period. A final technical performance report must be submitted 90 days after the end of the budget and project periods. All technical performance reports must be submitted to the EPA Project

Officer as identified on page one of this Assistance Agreement.

3. CASH DRAWS

The recipient agrees to submit supporting documentation to the EPA Project Officer for review at the same time a request is made under the ASAP payment system for electronic funds transfer. The review of this supporting documentation will not impact the timing of the electronic funds transfer, but findings of the review may require the recipient to modify a subsequent request for reimbursement to adjust for any ineligible or unallowable costs noted.

4. PROJECT COMPLETION CERTIFICATION

The recipient agrees to certify that the wastewater infrastructure project funded with this grant, is complete and constructed in accordance with the approved plans and specifications, the grant agreement and subsequent amendments, if any, and applicable Federal cross-cutting laws and authorities, rules and regulations. This certification should further acknowledge that the project is ready for acceptance and is available, with adequate and proper notice for final inspection by the State, EPA, Region 5, or its designated representative. This certification must be submitted within 30 days after project completion and initiation of operation, to the EPA, Project Officer identified on page one of the grant agreement. Contact the Project Officer for suggested certification language. 1. In accordance with 40 CFR 31.30(d), the recipient must obtain prior approval of the awarding agency to extend the project and budget period of expiration date(s).

The written justification for the extension must be submitted to the EPA Project Officer listed on the first page of this award document, at least 10 days prior to the expiration date of the award.

EPA cannot reimburse the recipient for any costs incurred after the expiration date of the grant or prior to project extension.

5. BUDGET/PROJECT EXTENSION

In accordance with 40 CFR 31.30(d), the recipient must obtain prior approval of the awarding agency to extend the project and budget period of expiration date(s).

The written justification for the extension must be submitted to the EPA Project Officer listed on the first page of this award document, at least 10 days prior to the expiration date of the award.

EPA cannot reimburse the recipient for any costs incurred after the expiration date of the grant or prior to project extension.