

# CITY OF MADISON

## REQUEST FOR PROPOSALS



RFP #: 13080-0-2024-BP

Title: Surveying Services

City Agency: Engineering

Due Date: October 4, 2024  
2:00 PM Central Time

*Our Madison – Inclusive, Innovative, & Thriving*

## 1 OPPORTUNITY AND WELCOME

Thank you for your interest in bidding on a City of Madison contract opportunity. The City's [mission](#) is to provide the highest quality service for the common good of our residents and visitors.

The City of Madison Engineering Division is seeking proposals from qualified vendors for Professional Surveying Services.

This Request for Proposals is seeking a three-year contract for general professional surveying services for specific identified projects AND for on-call surveying services as needed. The City shall select one firm for completing all identified projects with this RFP but may select more than one firm for on-call surveying services as outlined in this RFP.

This work shall include but is not limited to surveying services needed for future design and construction projects, topographic surveys and maps, setting control, construction staking creating as-builts, and for obtaining spot elevations during construction.

Thank you for considering this opportunity to work with the City and further our mission!

## 2 IMPORTANT INFORMATION

**DEADLINE FOR PROPOSALS: October 4, 2024 at 2:00 PM Central Time.**

The City will not accept late proposals. Any changes to the deadlines will be posted as an addendum on the bid distribution websites listed below. See [Section 3.1](#) for instructions for using these websites.

<b>RFP NAME:</b> Surveying Services	
<b>DEADLINE FOR QUESTIONS:</b>	The deadline for questions is September 17, 2024 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.
<b>CITY'S ANSWERS POSTED BY:</b>	The City's answers to your questions will be posted as an addendum by September 20, 2024. You must check the bid distribution websites for any addendums.
<b>DUE DATE FOR PROPOSALS:</b>	October 4, 2024 2:00 PM Central Time
<b>BID DISTRIBUTION WEBSITES:</b>	<a href="https://vendornet.wi.gov/Bids.aspx">https://vendornet.wi.gov/Bids.aspx</a> <a href="https://www.demandstar.com/">https://www.demandstar.com/</a>
<b>CONTACT INFORMATION:</b>	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346  Phone: (608) 267-4969 Email: <a href="mailto:bpittelli@cityofmadison.com">bpittelli@cityofmadison.com</a>

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### 3 HOW TO FIND RFP DOCUMENTS AND CONTACT THE CITY OF MADISON

#### 3.1 Official Bid Distribution Websites – IMPORTANT

The City of Madison posts all requests for proposals (RFPs), addendums, updates, awards, and announcements on two websites: VendorNet and DemandStar. Both sites are free to register for City of Madison bids.

**These two websites are the only places to get the official RFP and updates to the RFP.**

**Updates and addendums will only be posted on these websites.** It is your responsibility to check the websites for updates and “addendums.” An addendum is a document that answers questions from bidders. It could make important changes to the RFP. **If the addendum requires a response, and you fail to respond to it, you could be disqualified.**

State of Wisconsin VendorNet System	State of Wisconsin and local government bid network. Registration is free. Search for City of Madison in the Agency search field.
VendorNet link	<a href="https://vendornet.wi.gov/Bids.aspx">https://vendornet.wi.gov/Bids.aspx</a>
DemandStar by Onvia	National bid network. Free subscription is available. Sign up for the free “Basic Plan” and select Wisconsin Association for Public Procurement (WAPP) as the agency to access City of Madison RFPs.
DemandStar link	<a href="https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/">https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/</a>
Register on DemandStar	<a href="http://www.demandstar.com/app/registration">www.demandstar.com/app/registration</a>

#### 3.2 Contact Information

City of Madison Purchasing Contact (Buyer)	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 267-4969 <a href="mailto:bpittelli@cityofmadison.com">bpittelli@cityofmadison.com</a>
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 <a href="mailto:dcr@cityofmadison.com">dcr@cityofmadison.com</a>
Email note	Some email to the City gets lost in “spam.”  If you send the City an email and you do not hear back within 3 days, please email <a href="mailto:bpittelli@cityofmadison.com">bpittelli@cityofmadison.com</a> again.



## 4 OUR PURCHASING VALUES

### 4.1 Local Preference Purchasing Policy

The City of Madison gives preference to local vendors and suppliers. You must be registered with the City as a local vendor by the RFP due date to get preference points. Learn more and register at the City of Madison website: [www.cityofmadison.com/finance/purchasing/local-businesses/register-business/](http://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/)

If you are a local vendor, be sure to complete the Local Vendor section on Form C.

### 4.2 Equity in Contracting

The mission of the City of Madison is to provide the highest quality service for the common good of our residents and visitors. The City's [values](#) include

- Equity - fairness, justice and equal outcomes for all, and
- Shared prosperity - where all are able to achieve economic success and social mobility.

It is our goal to spend money equitably among businesses owned by women, people of color, and small businesses. Our contractors should reflect shared dedication to equity in their work and employment practices, and we invite you to become part of this mission!

### 4.3 Equitable Hiring & Affirmative Action Plan

**Affirmative Action Plan** The City of Madison values diversity in hiring and contracting. We expect our contractors to do the same. Contractors with 15 or more employees and more than \$50,000 in annual contracts with the City (each calendar year) must submit an **Affirmative Action Plan**.

Information about the Affirmative Action Plan and how to comply is found here:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Or call the Affirmative Action Division at (608) 266-4910.

See **Section 13. B. of the Sample Contract** for Affirmative Action Plan requirements.

**Job Openings in Dane County** You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here:

<http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The job posting requirement is found in **Section 13 A. of the Sample Contract**.

### 4.4 Limitations on Nuclear Weapons Producers

It is the City's policy not to make purchases from companies that produce nuclear weapons, or their subsidiaries. See [Common Council Resolution 79719](#) for more information.

### 4.5 Sweatfree Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25

([https://library.municode.com/wi/madison/codes/code\\_of\\_ordinances?nodeId=COORMAWIVOICH1--10\\_CH4FI\\_4.25PRITAP](https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP)) for more information.

## 5 SCOPE OF WORK AND REQUIRED INFORMATION

The scope of work in this contract shall include three(3) parts:

- Part 1: Identified Projects
- Part 2: On-call Surveying Services
- Part 3: Greenway Drone Project

All surveys shall be completed under the direction of a Professional Land Surveyor licensed in the State of Wisconsin. Contractors who do not have a Professional Land Surveyor directing all surveying services will not be considered for this proposal.

**Each Section of this RFP may be awarded independently. For example, a Contractor may be awarded Part 1 and Part 2, but not Part 3.**

All work shall conform to the requirements in Attachment A: Survey Requirements.

All access to the survey area shall be gained via public property, including street ends and public rights-of-way.

All surveys shall be stamped by a State of Wisconsin Registered Land Surveyor unless otherwise requested or identified in this Scope of Services.

### 5.1 Part 1: Identified Projects

The Scope of Services for Part 1: Identified Projects shall consist of land surveying services under the general direction of a licensed Wisconsin Professional Land Surveyor.

For all identified projects, surveying services shall include the following requirements along with additional detailed requirements listed for each project area. All surveying services shall be completed in conformance with the requirements set forth in Attachment A:

- Topographic mapping of all site features to accurately represent the site including but not limited to elevations, existing utilities (including type, size, rims and inverts) structures, stone, concrete, channel center lines, water/wetland boundaries, fences, sidewalk, curb, all trees over 3" in diameter
- Topographic mapping of significant street and sidewalk features for street crossings, as required for utility and street area reconstruction.
- Sufficient topographic information to create accurate contour/surface information for the site.
- Property features including boundaries, iron pins, easements, right of way boundaries.

For projects requiring a boundary plat of survey. The Consultant shall be responsible for ordering and providing an electronic copy of the City of Madison standard 60-year title Report of Title (not a title commitment) of the property surveyed with supporting documents from a title insurance company. The consultant shall also be responsible for researching survey information at the Dane County Surveyor's Office as necessary to complete surveys. Consultant shall have access to the City of Madison ArcGIS Online data. The City shall not be responsible for providing based CAD, GIS files, recorded documents, plats, easements, etc.

All surveys shall be certified, stamped, and signed by a State of Wisconsin Professional Land Surveyor. All surveys including a parcel boundary survey shall be completed in accordance with chapter AE-7 of the Wisconsin Administrative Code and certified, signed and sealed as required.

This work shall include collecting survey data for the following identified project locations:

1. Far East Golf Course Retention Pond (North East Park Pond) – 1460 S Grand Avenue, Sun Prairie, Wisconsin

2. Midtown Commons Expansion – 8452 Madison Hill Avenue, Madison, Wisconsin
3. MMSD Drying Beds – 1717 Moorland Road, Madison Wisconsin
4. South Mendota Pheasant Branch Greenway (Attic Angels) – 8526 Blackwolf Drive, Madison
5. Warner Park Lagoon - 2930 N Sherman Avenue, Madison, Wisconsin
6. West Badger Mill Creek Greenway Confluence Section – 3046 Interlaken Pass, Madison

Survey limits are detailed on the map in the Attachment B.

1. Far East Golf Course Retention Pond (North East Park Pond) – 1460 S Grand Avenue, Sun Prairie, Wisconsin

Parcel No. 282-0810-141-8826-9  
Parcel No. 282-0810-141-8726-0  
Address: 1460 & 1420 S Grand Ave, Sun Prairie, WI

This survey is for work to assist with shoreline improvements. This survey shall include all features, topography, utilities, and property information as required in Attachment A (including additional upstream and downstream structures). The area to be surveyed is outlined in red on Attachment B.

- Property boundary survey and land title information are required to be obtained for this project. The plat of survey of the property boundary shall include the external limits of Outlots 2 and 3, CSM No 8037, excepting therefrom the lands conveyed to the State of Wisconsin DOT per Doc No 2872200.
- This property is in the City of Sun Prairie and owned by the City of Madison.
- Individual trees shall be surveyed but will not include tree tags.
- Survey of the pond depth shall not be required and shall be a separate bathymetric survey done by others. However, this survey shall include surveying a minimum of 10' horizontally below the edge of water.
- The survey of the limits shown along USH 151 shall include the edge pavement, but no survey information will be required within the pavement area.
- Survey shall be completed in 2024.

The Consultant shall be required to contact the Wisconsin DOT prior to surveying to obtain permission to access WDOT property and coordinate surveying activities on WDOT property. The Consultant awarded this contract shall be required to obtain a [WDOT DT812 permit](#). The Consultant shall contact:

John J Steiner, PE  
SW Region Operations Chief  
Division of Transportation System Development  
Wisconsin WDOT  
(608) 807-7138 (office)  
john.steiner@dot.wi.gov

2. Midtown Commons Expansion – 8452 Mansion Hill Avenue, Madison, Wisconsin

Parcel No. 251- 0708-344-0213-6  
Parcel No. 251- 0708-344-0212-8  
Parcel No. 251- 0708-344-0211-0  
Part of Parcel No. 251- 0708-344-0201-1

This survey is for overflow stormwater storage. This survey shall include all features, topography, and utilities in the area as required in Attachment A (including additional upstream and downstream structures) and outlined in red on Attachment B.

- Property boundary survey and land title information is not required for this project. Consultant shall show the approximate property and right of way lines as per the plats of record and using field evidence to adequately show the right of way and Outlot lines within the drawings.
- Individual trees shall be surveyed AND will include tree tags. Survey work cannot begin until the trees are tagged. City will coordinate tree tagging. Survey points for trees shall include the tree tag in the description.
- The survey limits shown along adjacent streets shall include any sidewalk and curb & gutter.
- Survey shall be completed in 2024.

3. MMSD Drying Beds – 1717 Moorland Road, Madison, WI

Part of Parcel No. 251- 0710-311-0097-9  
Address: 1717 Moorland Rd, Madison, WI

This survey work is to design an expansion of the drying beds. This survey shall include all site features, topography and utilities as required in Attachment A (including additional upstream and downstream structures) The area to be surveyed is outlined in red on Attachment B.

- Property boundary survey and land title information is not required. Consultant shall show the approximate boundary of Certified survey 578 in the northwesterly corner of the survey area.
- Individual trees greater than (3) inches shall not be tagged for this project but shall be surveyed, and dbh of each tree shall be included in the survey point description.
- This site shall be surveyed in fall/winter in late 2024 or early 2025 after all leaves have fallen.

4. South Mendota Pheasant Branch Greenway (Attic Angels) - 8526 Blackwolf Drive, Madison, WI

Part of Parcel No: 251-0708-221-0542-9  
Address: 8526 Blackwolf Dr, Madison, WI

This survey work is for evaluating channel improvements including dredging and grading. This survey shall include all site features, topography and utilities as required in Attachment A (including additional upstream and downstream structures) The area to be surveyed is outlined in red on Attachment B.

- Property boundary plat of survey and land title information IS required. The boundary survey shall include only the external limits of lands of City of Madison from Blackwolf Dr to the east line of Outlot 4 of the plat of Old Sauk Village.
- Individual trees shall be surveyed AND will include tree tags. Survey work cannot begin until the trees are tagged. City will coordinate tree tagging. Tree tag numbers and dbh shall be included in point description on survey.

- Survey shall be completed in 2024/2025 after tree tagging. The Consultant shall coordinate with the city regarding timing based on tree tagging performed by Tree Health Management.

5. Warner Park Lagoon – 2930 N. Sherman Avenue, Madison, WI

Parcel No. 251- 0809-362-00974  
Parcel No. 251- 0809-362-0098-2  
Parcel No. 251- 0809-362-0099-0  
Part of Parcel No. 251- 0809-361-0097-6  
Part of Parcel No. 251- 0809-361-0096-8  
Part of Parcel No. 251- 0809-363-0099-8  
Address: 2930 N Sherman Ave, Madison, WI (multiple others)

This survey is for a dredging and regrading project. The survey shall include all features, topography, and utilities in the area as required in Attachment A (including additional upstream and downstream structures). The area to be surveyed is outlined in red on Attachment B.

- Property boundary survey and land title information are not required to be obtained for this project.
- Individual trees will not be tagged for the majority of this project but shall be surveyed with dbh determined and included in point description. For area adjacent to the dog park to be surveyed along the southwest, individual trees will be tagged and shall be surveyed.
- Survey of the pond depth shall not be required and shall be a separate bathymetric survey done by others. However, this survey shall include surveying a minimum of 10' horizontally below the edge of water.
- The island and peninsula off of Forester Drive do not need any site features surveyed, outside of the shoreline edge.
- This survey excludes areas within the Warner Park Dog Park – except for the shoreline edge as shown in Attachment B.
- Consultant cannot work prior to 2025 as funding will not yet be authorized. If funding is not authorized for this project, this location shall be eliminated from the contract at no cost to the City of Madison.

The Consultant shall be required to contact the Wisconsin DOT and WDNR prior to surveying to obtain permission to access State of Wisconsin Property. The Consultant shall contact:

WDOT  
Teri Beckman  
(608) 733-1923 [teri.beckman@dot.wi.gov](mailto:teri.beckman@dot.wi.gov)

WDNR  
Tim Simonson  
(608) 275-3239 [Timothy.Simonson@wisconsin.gov](mailto:Timothy.Simonson@wisconsin.gov)

Mitch Trow  
(608) 206-4518 [mitchel.trow@wisconsin.gov](mailto:mitchel.trow@wisconsin.gov)

#### 6. West Badger Mill Creek Greenway Confluence Section -3046 Interlaken Pass, Madison, WI

Part of Parcel No: 251- 0608-023-0205-4  
Parcel No. 251-0608-023-0302-8  
Address: 3046 Interlaken Pass, Madison, WI

This survey work is for evaluating channel improvements including dredging and grading. This survey shall include all site features, topography and utilities as required in Attachment A (including additional upstream and downstream structures). The area to be surveyed is outlined in red on Attachment B.

- Property boundary survey and land title information is not required. Consultant shall show the approximate boundary based on the Ice Age Falls Subdivision plat.
- Individual trees shall be surveyed but shall not have tree tag information.
- Survey shall be completed in 2024.

#### 5.2 Part 2: On-Call Services

The Scope of Work for Part 2: On Call Services shall include future as-needed surveying work. The project deliverables will be determined on a case-by-case basis depending on the level of survey information needed. Below is brief list of potential as-needed surveying work. The below list shall not be considered all-inclusive. Compensation shall be provided based on the hours necessary to complete the work and hourly rates for the staff working on this project as proposed for each requested job based on the hourly rates identified by the Consultant as part of this RFP.

For any topographic or utility survey, missing or incomplete information that does not meet the requirements of Attachment A shall be the responsibility of the Consultant to complete and shall not be paid by the City for additional work necessary to address missing or incomplete information.

The intent of this section of scope is to contract with multiple Consultants on an “as needed” basis.

#### **Potential Projects**

##### ***As-Builts of New Public Stormwater Outlots***

For as-built surveys of new public stormwater Outlots, the Consultant shall be required to obtain and submit an as-built survey within 10 working days of notification by the City of Madison to verify final design elevations. The City will work closely with the Developer working on the project to provide a timeframe for anticipated as-built surveying service scheduling, but this schedule may change during construction. The Consultant shall be allowed to coordinate directly with the Developer on specific schedules. Failure to meet the timeline in this scope may result in a payment deduction or elimination.

The Consultant shall anticipate one to five sites per year requiring as-built surveys on new public stormwater outlots. These sites typically range from 5-10 acres and include primarily storm ponds and structures, but may include sanitary, water, or other private utilities.

The intent of these surveys is to verify the on-site condition is built correctly and can be seeded and matted.

##### ***Topographic and/or Boundary Surveys of Existing Areas***

This contract item may include surveys or topographic as-builts of existing ponds, greenways, channels, erosion, sites, streets, etc. These shall be asked and scheduled on a case-by-case basis. (The

information required may include digital topographic information along with a .pdf stamped plan depending on the project)

For street projects, in addition to the requirements identified in Attachment A. The surveyor shall be required to use the existing City of Madison survey codes and CAD Template. This is available to download at: <https://sftp.cityofmadison.com:443/ui/#/syncplify/share?N=eGyjAcJWbaQMXeckLgPRGQ>

### **Construction Surveying**

This contract may include occasional spot checks or field work as part of a construction project. Examples of this type of work may be to check elevations of a dredged pond to ensure that the pond meets the design grade, verify location, invert and rim grades of utilities, check the elevation and alignment of paths, verify stone placement on banks, staking, or setting control.

#### **5.3 Part 3: Greenway Drone Project**

The Scope of Work for Part 3 includes providing a drone topographic survey only for three greenway locations, each year, for three years. Consultant shall determine the property method of data collection to achieve the required accuracy. (Lidar or Photogrammetry). Survey points shall be a minimum of 3' on grid or less to achieve a 1' interval contour map. Mapping locations are included

This work shall occur during the same time each year, when topographic accuracy of the drone shall be greatest and exclude any errors caused by vegetative or snow cover.

All drone survey shall be submitted to the City as a surface XML or LANDXML file and Civil3D CAD file showing contours and shall be submitted in the coordinate system identified in Attachment A. The Digital terrain model shall be collected in the field and modeled so that any test point elevation would be within ½ of the contour interval over 90% of the DTM area. A minimum of 10 test points shall be made.

The drone shall ONLY be allowed to fly and survey City of Madison Stormwater Utility Property. Access to the site shall be coordinated by the City of Madison.

The three following greenways shall be included in this work, maps of each area are shown in Attachment B Maps:

- GR 7330-002 Breezewood Road Greenway – 1704 Breezewood Road
- GR 7641-012 North Door Creek Greenway – 6901 Bluff Point Drive
- GR 7152-011 North Penito Creek Greenway Rustic Woods Drive Section - 2202 S Thompson Drive
- GR 7149-005 North Penito Creek Greenway Starker Avenue Section – 1501 Droster Road
- Hudson Park Shoreline from Miller Avenue to Welch Avenue

#### **5.4 Consultant Qualifications**

The Consultant must have at least one (1) Professional Licensed Surveyor on staff who has at least seven (7) years of professional surveying experience.

## 5.5 Required Information and Content of Proposals [65%]

Responses must be in the same sequence and identified with the corresponding question number (Example: Question 1, Question 2, etc.). The percentage of the total score that each question is worth is listed as [x] in each question.

### 1. Project Team and Staff Qualifications [25%]

Please provide the resumes of the primary proposed project team assigned to this contract. Include professional surveyors, technicians, CAD drafters and any other non-clerical staff that will be assigned to this work. Include professional registration, education and general experience of staff personnel assigned to this work.

Indicate role various staff will have in this project including a flow chart of staff contacts. Include sub-consultant information if applicable.

### 2. Similar Projects and Experience [20%]

List 5-10 similar projects the Lead Staff for this project as completed recently and similar projects managed by the office working on this project that have been completed in the last 10 years. List the year, lead staff, client contact information, approximate cost of survey project.

### 3. Size and Available Workforce [20%]

List the size of available workforce to complete this work. Please include any scheduling limitations that may arise on project

## 5.6 Cost Proposal [30%]

Please complete the pricing form located in Form A with the cost information.

## 5.7 Local Preference [5%]

To be identified as a local business, the Vendor must have a physical address within Dane County and meet the criteria listed here: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.

## 5.8 Evaluation and Award Process

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

Experience, References, & Project Capability	65%
Cost Proposal	30%
Local Preference	5%
<b>Total</b>	<b>100%</b>



## 6 HOW TO SUBMIT YOUR PROPOSAL

### 6.1 Proposal Checklist

<b>Required Documents to Submit:</b>		
All information requested in Section 5.5		
<b>Required Forms to Submit:</b>		
Form A: Price Proposal and Signature Affidavit		
Form B: References		
Form C: Vendor Profile		
<b>RFP ADDENDUM</b>		
Check the bid websites for any addendum. See <a href="#">Section 3.1</a> .		
<ul style="list-style-type: none"> <li>You can use the area below to track addendums.</li> <li>An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents.</li> </ul>		
Addendum # (if any)	Have you read it?	Have you submitted any documents required by the addendum?
Addendum # _____		
Addendum # _____		

### 6.2 Submit your Proposal by the Deadline

Submit your proposal by email to City of Madison Purchasing Services by October 4, 2024 at 2:00 PM Central Time.

- Make sure your proposal is complete (see [checklist](#) above) and readable.
- **Include RFP 13080-0-2024-BP in the email subject line.**
- **Email proposals to: [bids@cityofmadison.com](mailto:bids@cityofmadison.com)**
- Do not send your proposal to any other City email or agency
- If you cannot send your proposal by email, please email the Buyer at [bpittelli@cityofmadison.com](mailto:bpittelli@cityofmadison.com).

You must include RFP 13080-0-2024-BP on your proposal and all other communication to the City. **For email, include RFP 13080-0-2024-BP in the subject line.**

For example, an email subject line could read: RFP 13080-0-2024-BP Surveying Services Questions

### 6.3 Format

- **Electronic** – proposals are submitted electronically. Exceptions can be made for paper submittals but you must contact the Buyer ahead of time to make those arrangements.
- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your proposal must include all required sections and forms. See [checklist](#).

### 6.4 Questions

You can ask questions about the RFP until the **deadline for questions of September 17, 2024 at 2:00 PM Central Time**.

**Email questions** to Brian Pittelli at [bpittelli@cityofmadison.com](mailto:bpittelli@cityofmadison.com). Remember to include RFP 13080-0-2024-BP in the subject line.

We post answers to bidder questions as an **addendum** on the bid websites. Check the websites regularly.

### 6.5 Addendum (Changes or Clarifications to this RFP)

RFP addendums make clarifications, answer bidder questions, make changes to RFP timeline, and provide other important information. Addendums are posted on the bid websites listed in [Section 3.1](#).

**IMPORTANT:** It is your responsibility to check for addendums. An addendum might require you to submit additional information. Your proposal could be disqualified if you do not:

- **Check the bid websites regularly during the posting period**
- **Read all addendum**
- **Follow the instructions in the addendum**

### 6.6 Multiple Proposals

You may submit more than one proposal if you are proposing more than one way to fulfill the scope requested by this RFP. If so, each proposal must meet the requirements of the RFP. Clearly label each proposal by number (Proposal #1, Proposal #2) and submit each separately.

### 6.7 Changing or Withdrawing your Proposal

You may make changes to your proposal before the due date of [Enter RFP due date] at 2:00 PM Central Time.

You may withdraw your proposal before the due date. After the due date, no proposals may be withdrawn for 90 days or as otherwise provided by law.

### 6.8 Correcting Errors in your Proposal after the Due Date

The City will notify you if we believe you made an error in your proposal and may allow you to correct the error. The City will decide if correcting the error is in the City's best interest, is fair to the other bidders, and preserves competition. The City will decide whether an error can be corrected and will notify you.

## 6.9 No Exceptions from Bidders

**Exceptions to this RFP are not permitted.** The City of Madison reserves the right to reject bids that take exceptions or don't follow the requirements of this RFP. If you ask to change the requirements, specifications, sample contract, or legal terms, that is considered an "exception." A statement that you will not or cannot comply with any part of this RFP or the sample contract will also be considered an "exception." *(If this RFP allows substitutions or alternate solutions, the Scope of Services ([Section 5](#)) will make this clear, and that is not considered an "exception.")*

## 6.10 You are Responsible for all of your Costs in Making a Proposal

You participate in this RFP at your own expense. You may be asked to attend virtual or in-person meetings, make presentations, give demonstrations, inspect City locations, or make your facilities available for a site inspection. The City will not pay any costs incurred in your preparation of bids, even if this RFP is changed or cancelled.

## 6.11 Public Records and Trade Secrets

Your response to this RFP is a public record. Wisconsin and other public records laws may require the City to share your proposal or the resulting contract if someone makes a public records request. If a public records request is made, the City's Records Custodian applies the law to decide whether the record must be disclosed, or if any part of the record can be redacted or not disclosed. There are very few exceptions to disclosure under Wisconsin law. One exception is for "trade secrets" as defined by sec. 134.90(1)(c) of the Wisconsin Statutes. It is your responsibility to research trade secrets as defined by Wisconsin law if you think any part of your proposal might be a "trade secret." The City cannot give private legal advice to you. Most things will NOT meet this exception.

You may label items you believe meet this definition as a "trade secret" and submit them separately from the rest of your proposal, **but the City cannot guarantee that information will be treated as a trade secret or confidential.**

**Things that are not considered confidential:** your proposal or bid in its entirety, price proposal, pricing information, references, or the resulting contract. This is not a complete list.

**Preserving competition:** To the extent permitted by law, the City intends to withhold proposals under this RFP from public view until competitive or bargaining reasons no longer require it, in the City's opinion. At that time, all proposals will be available for review in accordance with public records laws.

The City will not provide advance notice to bidders prior to releasing any requested public record.

## 7 RULES FOR THE SELECTION PROCESS

**This RFP does not commit the City to award a contract.** The City can cancel this RFP at any time. There is no guarantee that the City will award any contract as a result of this RFP. While the City considers this procurement important to City operations, the circumstances could change.

**The City might make a partial award.** By submitting a proposal you are willing to accept an order for all or part of the items/services. Note in your proposal if you do not agree to accept a partial award.

**The City reserves the right to make changes to this RFP.** Any changes will be made with an Addendum. Changes could impact due dates or specifications, or could require additional information from all bidders.

**The City reserves the right to reject any proposal.** We can reject all or part of a proposal without explaining the reason. Proposals could be rejected if they are missing information (non-responsive) or fail to demonstrate that the bidder is responsible and capable of doing the work (not responsible.)

**The City may negotiate with finalists or the selected vendor.** One or more bidders may need to submit additional technical proposals, best and final price proposals, or other changes to their bids.

**Federal or State Laws** may apply to this RFP (such as federal regulations or procurement policies that apply to grant funding). Those laws will apply over any conflicting procedure in this RFP.

**Responsible and Responsive Bidders** You should read the Scope of Work ([Section 5](#)) carefully to determine your ability to perform and complete the work required. This contract will only be awarded to a bidder who is “responsible” and “responsive” and whose bid is most advantageous to the City, with price and other factors considered. This RFP is designed to help the City select responsive and responsible bidders.

“Responsive” means that your proposal responds to all parts of this RFP – it is complete, not missing any information, and addresses all of the required work. Failure to provide all of the information requested in this RFP could result in being considered “not responsive.”

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, 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. A bidder that cannot demonstrate these things may be considered “not responsible.”

**Contractors with past problems with the City** The City reserves the right to refuse to accept any bid from any person, firm or corporation who

- owes the City money
- is in default to the City
- has been debarred through an official process such as through the Department of Civil Rights
- has had performance or other problems on past contracts with the City

Such bidders may be deemed “not responsible.”

## 8 LEGAL CONTRACT REQUIREMENTS

### 8.1 Sample Contract

You must review the Sample Contract attached to the end of this RFP. This contract\* will be used for the work resulting from this RFP.

**By submitting a proposal, you are willing to enter into a contract with the terms found in the Sample Contract. Exceptions to the legal terms are not allowed and may result in your proposal being rejected. The City does not negotiate legal terms prior to award.**

*\*While the City strives to provide the most appropriate sample contracts, the City reserves the right to modify the form for any contract resulting from this RFP.*

### 8.2 Affirmative Action Requirements for Contractors

City contractors must show they hire and promote employees equitably and make their best efforts to have a diverse workforce.

**Affirmative Action Plan:** Bidders with 15 or more employees that will earn \$50,000 or more in total contracts with the City in the calendar year must file an Affirmative Action Plan (AA plan) with the City. Submit your AA plan online using the form provided by the City. See the sample AA plan for “vendors and suppliers” at: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

**Exemptions:** Bidders who have fewer than 15 employees or will earn less than \$50,000 in total contracts with the City in the calendar year will be exempt from filing a full AA plan. You will need to fill out a request for exemption form. If you have 15 or more employees, you must complete an exemption form, provide some workforce statistics, and participate in the “RaISE” program.

**Release of Payment:** The City cannot make any payments under a contract until the Affirmative Action plan or request for exemption form are completed.

**Referrals and Interviews for Sustainable Employment (RaISE) Program:** The RaISE program is designed to match qualified people to employment. If you have 15 or more employees and are awarded the contract, you must let the City know about all external job openings in Dane County, Wisconsin. You must also agree to interview candidates the City refers to you. See this link for information and instructions: <https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The City has a **Small Business Enterprise program** described here: <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs>. You will be encouraged to provide opportunities for small business enterprises (SBE) to compete for any subcontracts allowed in the contract.

**See the Sample Contract**, section 13, for all requirements for the City’s Affirmative Action program for contractors. Call the Contract Compliance Specialist at (608) 266-4910 with questions.

### 8.3 Insurance

All City contractors must provide a Certificate of Insurance. You must carry the insurance policies required by section 27 of the **Sample Contract**. This includes general liability insurance, workers compensation, and could include automobile and professional liability insurance. Please see the instructions and section 27 of the Sample Contract for the insurance requirement.

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

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

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

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates \_\_\_\_\_ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NONDISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

\*As determined by the Finance Director

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

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

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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



ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

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

FOR THE CONTRACTOR:

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

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

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

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

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$\_\_\_\_\_.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

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

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION AND HOLD HARMLESS.**

- A. Indemnification. Subject to Wis. Stat. Sec. 443.20, the Contractor shall be liable to and hereby agrees to indemnify the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including attorney's fees) by reason of any claims, suits, liability, demands, losses, costs, damages, and expenses of every kind and description upon the City or its officers, officials, agents or employees for (i) losses proximately caused by the Contractor's and/or any subcontractor's negligent performance of the design professional services and only such losses that do not exceed the proportion of a loss caused by the negligent performance, and (ii) damages caused by Contractor's and/or any subcontractor's acts or omissions if such acts or omissions involve reckless, wanton, or intentional misconduct.
- B. Hold Harmless. The Contractor agrees to hold harmless the City of Madison and its officers, officials, agents and employees from any and all claims, suits, liability, demands, losses, costs, damages, and expenses of every kind and description, arising from the acts or omissions of the Contractor, its officers, officials, employees, or agents.
- C. Survivability. This section 26 shall survive the termination or expiration of this Contract.

27. **INSURANCE.**

- A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C., below.

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

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

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

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

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

- A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested,

charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

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

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

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

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

C. **EXEMPTIONS:** This section does not apply when:

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

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

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **AUTHORITY.**

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

32. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

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

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

**CONTRACTOR:**

\_\_\_\_\_  
(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

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

**CITY OF MADISON, WISCONSIN  
a municipal corporation:**

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

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

**Approved:**

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

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

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

**Approved as to Form:**

\_\_\_\_\_  
Eric T. Veum, Risk Manager

\_\_\_\_\_  
Michael Haas, City Attorney

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

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

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

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

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

By: \_\_\_\_\_  
Mary Richards, Procurement Supervisor

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

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

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

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

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



# Form A: Price Proposal and Signature Affidavit

## RFP #: 13080-0-2024-BP

*This form must be returned with your response.*

### PRICE PROPOSAL

Prepare your price proposal as follows:

- **All Inclusive** – Your price proposal must cover all direct and indirect necessary expenses including but not limited to; travel, telephone, copying, and other out-of-pocket expenses.
- **Not To Exceed** – The actual fees must not exceed the amount specified in your price proposal.
- **Fixed Fee** – All prices outlined in your proposal must remain fixed and valid for the entire length of the contract and any/all renewals.
- **Unit Pricing, where applicable** - For any given item, the quantity multiplied by the unit price establishes the extended price. If an apparent mistake exists in the extended price, the unit price will be used in the bid/proposal evaluation.
- **FOB (Free on Board) Destination Freight Prepaid and Allowed** – If goods are included, you are responsible for the cost of delivering all goods to our location, including handling, delivery, transportation, and insurance charges. Failure to bid FOB Destination Freight Prepaid and Allowed may disqualify your proposal.
- **Do not include sales tax in your proposal.** The City of Madison is exempt from federal excise taxes and State of Wisconsin taxes per section 77.54(9a) of the Wisconsin Statutes.
  - CES No. 008-1020421147-08
  - Wisconsin Department of Revenue Form S-211:  
<https://www.cityofmadison.com/finance/purchasing/vendor-resources/letter-of-credit/wisconsin-department-of-revenue-form-s-211>.

#### 5.1 Scope of Services

Please provide pricing for each of the following locations identified in Section 5.1 of this Request for Proposal.

Project	Total Cost Not to Exceed	Estimated Hours
Far East Golf Course Retention Pond (North East Park Pond)		
Midtown Commons Expansion		
MMSD Drying Beds		
South Mendota Pheasant Branch Greenway (Attic Angels)		
Warner Park Lagoon		
West Badger Mill Creek Greenway Confluence Section		

**5.2 Scope of Services**

1.) Please provide the hourly billing rates for all team members that would be assigned to a contract awarded through this RFP.

Position	Name (if known)	Hourly Billing Rate

2.) Please indicate the percentage of increase for the following future years:

2025 Rates: \_\_\_\_\_ % (percent increase of hourly rate starting January 1, 2025)

2026 Rates: \_\_\_\_\_ % (percent increase of hourly rate starting January 1, 2026)

**5.3 Scope of Services**

1.) Please provide pricing for drone survey for each of the sites identified in Section 5.3 of this Request for Proposal and for each annual survey.

Project	2024 Cost	2025 Cost	2026 Cost	Total
GR 7330-002 Breezewood Road Greenway – 1704 Breezewood Road				
GR 7641-012 North Door Creek Greenway – 6901 Bluff Point Drive				
GR 7152-011 North Penito Creek Greenway Rustic Woods Drive Section - 2202 S Thompson Drive				
GR 7149-005 North Penito Creek Greenway Starker Avenue Section – 1501 Droster Road				
Hudson Park Shoreline from Miller Avenue to Welch Avenue				



## Form A: Price Proposal and Signature Affidavit

RFP #: 13080-0-2024-BP

### SIGNATURE AFFIDAVIT

#### Proposer's Certification:

By submitting this proposal, we certify that:

- This entire proposal, including the Price Proposal, has been developed independently and not in collusion with other proposers or anyone competing for the award of this RFP.
- We have not knowingly disclosed the contents of this proposal to any other proposer, anyone competing for the award of this RFP.
- We have not taken any action that would interfere with free competition on this RFP.
- We have not violated any laws in the submission of this proposal or participation this RFP.
- All information in this proposal is true and accurate to the best of our knowledge.

**Agreement to comply with all terms of RFP:** By submitting this proposal, we agree to comply with all of the terms, conditions, and specifications of this RFP, the sample contract, and any contract awarded under this RFP.

---

COMPANY NAME

---

SIGNATURE

---

DATE

---

NAME OF PERSON SIGNING

---

TITLE OF PERSON SIGNING





## Form B: References

RFP #:

*This form must be returned with your response.*

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #3 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

ORGANIZATION/COMPANY NAME



# Form C: Vendor Profile

RFP #:

*This form must be returned with your response.*

## COMPANY INFORMATION

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

## AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

## ORDERS/BILLING CONTACT

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

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

## LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website. <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

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.

## **Attachment A: Survey Requirements**

General Surveying Requirements .....	1
Data Requirements .....	5
Survey Deliverables.....	6
Required Data Files (MUST BE SEPARATE FILES) .....	6
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### **General Surveying Requirements**

- 1) A Professional Land Surveyor (PLS) shall oversee all surveys.
- 2) Drones may only be used for general land topographic DTM modeling. The Digital terrain data shall be collected in the field and modeled so that any test point elevation would be within 1/3 of the contour interval over 90% of the DTM area. For paved areas, the test point elevation shall be within 1/5 of the contour interval. A minimum of 10 test points shall be made for any project. There shall not be less than one test point for every one-quarter area of area within a project.
- 3) The Contractor shall provide Digger’s Hotline confirmations for all areas marked. If utility system maps are provided by a utility, the Contractor shall provide copies of the mapping. Madison Gas & Electric and Alliant Energy shall be required to field mark all their utilities. The Contractor shall also include Madison Gas & Electric or Alliant digital system maps for all of the surveys as part of the deliverables. All utilities shall be included in the topographic map.
- 4) The survey data shall be based on existing field conditions encountered by the Contractor. The Contractor shall conduct the site survey of sufficient detail to prepare complete mapping of all existing salient features, improvements, vegetation, utilities and surface elevations.
- 5) Shots on at least two section corners, to which the plat is tied, must be provided. Observed NAVD 88 (1991) adjustment) elevations and horizontal control can be obtained from the City of Madison Tie Sheets filed at the Dane County Surveyor’s Office. The City of Madison shall provide the control information upon request.
- 6) When an as-built is requested, the surveyor shall receive a pdf and/or, if available, a digital CAD file copy of the design plans for comparison purposes. The digital file(s) shall be used to obtain critical as-built elevations verifying key elevations of pond cross sections, overflows, berms, all outlet structures inverts. The data being collected is to compare that design grades are met.
- 7) When a boundary and land title information is required:
  - a) Prepare a Plat of Survey compliant the property boundary compliant with Chapter A-E 7 of the Wisconsin Administrative Code. The Professional Land Surveyor shall locate all existing monumentation necessary to determine the boundary of the property. The boundary shall be fully monumented at all changes in direction in the field and boundary map prepared of the property encompassing the project.
  - b) Review and confirm with the title work the inclusion of applicable and current land tile documents noted on the City’s Official Map

<https://cityofmadison.maps.arcgis.com/apps/mapviewer/index.html?webmap=fb9c839c50f34989b56834c66412af3c>

- c) Show all land and title encumbrances per the title report and City of Madison records within project limits.
- 8) At least two site benchmarks, on or immediately adjacent to the project, must be provided for vertical and horizontal control of the project. Benchmarks must be in an area unlikely to be disturbed and must be fully described as part of the data submittal.
- 9) All topographic features and symbols, which could affect the design of the improvements, including, but not limited to bench marks, control points, above and below ground utilities, break lines, trees, shrubs, and edges of vegetation, buildings, retaining structures, elevations below standing water, pond elevations, fencing or any other physical features, driveways, sidewalks, curb, etc. shall be included in the topographic mapping.
- 10) For sites that have tree tags, the trees must be located, and the corresponding tree tag number shall be listed in the point code. For all trees that do not have tree tags, the surveyor shall note that in the description point codes. The surveyor shall include all tree sizes in the point code, determined at DBH regardless if tagged or not tagged. For trees greater than 24 inches in diameter, the Contractor shall offset points to the center of the tree.
- 11) The center of rim locations and elevations shall be recorded for all manholes and inlets all invert elevations, type and size of all culverts, pipes and structures used for storm sewer or sanitary sewer shall be recorded and labeled. Depth to top nut of water valve shall also be recorded. The Contractor shall notify Diggers Hotline prior to site surveying for marking of all underground facilities. The Contractor shall record and label the facilities centerlines. The Contractor shall provide all notes regarding structure invert elevations, and a table shall be provided either in excel format or as notes within the DWG files to indicate the surveyed rim and invert elevations for all storm and sanitary sewer structures.
- 12) A key, which includes a description of all symbols, break lines, and line work.
- 13) Right of way and property lines shall be provided which indicate the limits of public ownership, wherever survey data is required.
- 14) The survey shall include the project boundary as requested. In all cases the mapping shall extend 10 feet beyond the property within the scope of the survey. The Contractor shall assume that they shall survey a minimum of one structure and culvert ends (and in some instances more) upstream and downstream of the survey limits, for both storm and sanitary sewer, when they are present. These shall include type and size of structures and pipe and invert and rim elevation information. Manhole inspections shall not be required with the survey work. The topographic survey shall be of sufficient detail to collect offsite adjacent property information that may impact construction and design including significant trees, drainage patterns, structures, and utilities.
- 15) 3D breaklines shall be provided as necessary to accurately define the existing terrain. 3D breaklines shall include but not be limited to all top of banks, bottom of banks, edge of shoulders, edge of pavements, edges of sidewalks, standing water and street centerlines. All survey shall include 3D

breaklines of existing adjacent curb and sidewalk. Where curb and gutter is installed, 3D breaklines shall also include back of curb, curb flow line, and edge of gutter.

- 16) If a survey boundary should include public street improvements, the survey shall also include lane lines, and points where pavement cross slope changes.
- 17) Minimum survey shot spacing along the greenway shall be twenty-five (25) foot intervals perpendicular to the drainage way centerline along the project limits. Closer spacing may be required to adequately define topography. Full cross-sections shall be recorded at twenty-five (25) foot intervals perpendicular to the street centerline along the identified project limits. The Contractor shall collect sufficient data to create breaklines that accurately record topographic features, including but not limited to, flow line, secondary channels, tops of banks, bottoms of banks, channel meanders, channel thalwegs, secondary channels, floodplains, etc. All break lines shall be defined including, but not limited to, flow line, top of bank, bottom of bank, centerline of street, top of curb, edge of gutter, flow line, edge of pavement and sidewalk. The elevation of all driveway centerlines shall be recorded at the flow line, edge of gutter, both edges of sidewalk and 10 feet beyond the Right of Way. Full greenway cross-sections shall be recorded at a minimum of twenty-five (25) foot intervals perpendicular to the greenway. The Contractor shall be prepared to collect additional data, if necessary. All flat areas outside of channels shall be at a minimum of 50' grid or smaller as necessary to adequately define topography.
- 18) For street reconstruction projects:
  - a) Full cross-sections shall be recorded at twenty-five (25) foot intervals perpendicular to the street centerline. All break lines shall be defined including, but not limited to, flow line, top of bank, bottom of bank, centerline of street, top of curb, edge of gutter, flow line, edge of pavement and sidewalk. The elevation of all driveway centerlines shall be recorded at the flow line, edge of gutter, both edges of sidewalk and 10 feet beyond the Right of Way.
  - b) The Contractor shall record all topographical features including, but not limited to, bench marks, control points, property irons, all PLSS corners, drive aprons, utilities (above and below ground), break lines, trees and shrubs, buildings, retaining structures, fencing and any other pertinent physical features. Every effort shall be required to record all property irons along the public right of way corridor. Ultimately, there shall be sufficient property irons recovered and surveyed to accurately retrace right-of-way lines. If in the event sufficient irons cannot be found along the right-of-way lines for accurate retracement of the same, the RLS shall be required to find additional rear lot corners sufficient for retracement of property lines. All trees with diameters greater than three (3) inches must have the diameters labeled. The center of rim locations shall be recorded for all manholes, and all invert elevations of all culverts, pipes and structures used for storm sewer or sanitary sewer shall be recorded and labeled. Depth to top nut of water valve shall also be recorded. The Contractor shall notify Diggers Hotline prior to site surveying for marking of all underground facilities. The Contractor shall record and label the facilities centerlines.
  - c) It is understood that prior to surveying, the City Engineer shall provide a utility map showing structures to be included for survey, that are beyond the limits of the survey. The Contractor shall assume that he/she shall survey one structure upstream and downstream of the survey limits, for both storm and sanitary sewer (when they are present). **Manhole inspections shall not be required with the survey work.**

- 19) The Contractor shall use the established horizontal and vertical control as provided by the City of Madison (3-5 points per project). The Contractor shall densify the horizontal and vertical control as needed (one control point per street intersection with a maximum spacing of 500 feet at each project site location, or as directed by the project engineer,) for the surveys and shall run a level circuit for the project to check for accuracy. Contractor shall provide benchmarks from the adjusted level loop. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits to the minimum vertical standard noted below. Contractor shall supply all survey notes for all additional horizontal and vertical survey control points that they have set for the project.
- 20) If flags are present, the delineated wetland shall be surveyed and included in the deliverables.
- 21) The location and invert elevations of one upstream and one downstream structure outside the property boundary including culverts, pipes, and structures used for storm sewer or sanitary sewer. A map of existing public storm and sanitary sewer is available at: <https://data-cityofmadison.opendata.arcgis.com/>
- 22) Utility Verification – The surveyor shall send the survey drawings to non-City utility contacts (MG&E, Alliant, AT&T, etc.) by email or letter copied to the City, City will supply utility contacts upon request. The letters shall be sent to all utilities shown on the digger’s tickets for that representative project. The letter shall specify that the utility reply to the surveyor by letter or email within two-weeks to verify that their facilities are shown correctly within the project limits. If any modifications to the survey are necessary due to utility verification, the surveyor shall modify the drawings accordingly. The verification reply letter or email from the utilities shall be submitted to the City with the final deliverables. The City reserves the right to withhold payment until all deliverables have been submitted.
- 23) If the utility company does not mark the project area during survey, provide documentation of no marks to the utility company with the verification letters. A copy of this letter shall be provided to the City.
- 24) For surveying bottom of wet ponds, the survey points collected shall be sufficient to determine the bottom of pond elevation to provide sufficient existing pond bottom surface information for completion of as-built documents and estimated dredge quantities. A 50ft grid for the bathymetric survey shall be used. The approximate OHWM elevation shall be surveyed and identified on the map. For surveys of ponds and waterways where a bathymetric survey is not requested, the surveyor shall collect survey point data of the water’s edge and pond bottom 10’ horizontally toward the center of the pond. Provide the location of the water’s edge around the entire pond.
- 25) If the project contains one or more bridges supplemental surfaces shall be provided for each bridge deck. If the project contains any overhang or undercut areas along the channel, supplemental surfaces files shall be delivered to accurately represent field conditions.
- 26) In the area designated “Existing Topographic Extents”, the Contractor shall review the data file provided and collect any data on the above list that is not included in the data file provided.

- 27) All locations and elevations of stormwater pond overflow weirs, structural elements, detailed outlet structures inverts and rims and riprap shall be included.
- 28) For topographic surveys required for future design a signed and sealed survey in .pdf format of the topographic map shall also be submitted.
- 29) When working on any City of Madison project, OSHA standards must be complied. The Contractor shall provide appropriate traffic control in accordance to the Manual on Uniform Traffic Control Devices (MUTCD).

## **Data Requirements**

1. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits to the minimum vertical standard noted below. Contractor shall supply all survey notes for all additional horizontal and vertical survey control points that they have set for the project.
2. All horizontal survey data shall be collected and referenced to in the Wisconsin Coordinate Reference Systems - WISCRS – Dane NA 83 (1997) – USFdatum. All survey data shall be referenced to NAVD 88 (91 adjustment) for vertical datum. Various surveying technology (i.e. GPS, Conventional Total Station) may be used as long as the following minimum horizontal standards are satisfied. Horizontal Standard: The maximum allowable Relative Positional Precision for a Survey is 0.07 feet plus 50 parts per million (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation or improvements on the surveyed property may result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded. Explanation of reasons for exceeding the Relative Positional Precision requirement shall be provided to the MUNICIPALITY for approval. If not approved, the CONSULTANT shall complete the survey to the above standard
3. Various surveying technology (i.e. GPS, Conventional Total Station) may be used as long as the following minimum horizontal standards are satisfied. Horizontal Standard: The maximum allowable Relative Positional Precision for a Survey is 0.07 feet plus 50 parts per million (based on the direct distance between the two corners being tested).
4. Vertical Standard: For level loops establishing benchmarks or control for the project, the tolerance for the closure shall be 0.03 feet multiplied by the square root of the length of the level loop in miles.
5. Control monuments shall be of solid material type consistent with the terrain in which the monument is to be set and provide a degree of permanence for a minimum of 3 years. The Contractor shall be responsible for replacement of all lost control points within that time period. Monuments should be witnessed in a manner that allows them to be easily found by the user in a reasonable period of time. The following is a list of

typical acceptable monuments types of various terrain, but is not limited to these monuments:

- a. EARTH: Acceptable monuments set in earth are a rebar size #3 or larger with a minimum length 8", a nail 60d or larger, and a pipes size ½ "or larger with a minimum length 8".
- b. ASPHALT: Acceptable Monuments set in asphalt are a P.K. nail or equivalent, a masonry nail, a railroad spike, a gin spike, and a Mag spike or equivalent.
- c. CONCRETE: Acceptable Monuments set in concrete are either a cut "X" or a drill hole.
- d. BENCHMARK: Vertical benchmarks shall be placed on monuments or structures of a type that are not susceptible to vertical movement due to fluctuations in surrounding environmental or weather conditions.

## **Survey Deliverables**

1. The Contractor shall understand that all documents and data transmitted to the City, become the property of the City of Madison, along with all rights to use, copy, and distribute these documents and this data, now and in the future.
2. All survey data shall be transmitted in digital format. The digital format shall be submitted on CD, flash drive, through an approved ftp site, or by electronic mail. All submittals shall be accompanied by a cover letter dated and signed by the Contractor. The cover letter shall be to the attention of the Project Engineer, contain the project name and number, a list of files being transmitted, a description of the data contained in each file, and a statement conveying full rights, to the City, for use of the data being transmitted.

## **Required Data Files (MUST BE SEPARATE FILES)**

1. Survey File (CAD format and PDF format): This file shall contain all survey, property, and other necessary relevant existing data. For CAD files, a level (layer) and symbol schematic shall be provided, unless the contents of each level can intuitively be understood from the name of the level (layer). Data in this file shall be appropriate to be used as a basemap for design. A copy of the survey in PDF shall also be provided, and shall be stamped by a State of Wisconsin Professional Land Surveyor unless otherwise specified or approved by the City. All CAD information shall be organized by layer, and plot styles and colors shall be organized by layer. Inverts, overflow weirs, berms, rims, and other key elevation points shall be included on the .pdf. Any 3D break lines and random points used for the DTM are to be in the design file and at the true elevation. This file shall also contain the Civil3D surface data, which can either be set to a "No Display" style or one of the existing styles provided in the template. The surface shall be free of any errors or busts, and any corrects shall be made using the appropriate Civil3D surface editing tools and not by simply editing AutoCAD graphics. For street projects, the survey file shall also include a 2D export of the survey data to a DWG file that only



displays the linework and blocks from the Civil3D survey data.

2. Survey shot file – for DTM (CSV file) – This file shall contain all survey shots which are suitable for generating the project surface.
3. Ownership File (AutoCAD format): The boundary information in conformance with AE-7 of the Wisconsin Administrative Code shall be included in the Survey File if a boundary survey is required per the project specifications.
4. Survey shot file – not for DTM (CSV file) – This file shall contain all survey shots which are NOT suitable for generating the project DTM or tin, such as control points, property irons or top nut of hydrants.
5. Existing surface (LandXML) created from survey shots and breaklines. Triangulation of features should accurately represent existing conditions. The surface deliverable will be an Autocad Civil 3D surface or LandXML file that will contain the data necessary to create a matching surface in the City's hardware and software platform. The units of the file shall be set to survey foot and decimal degrees. The file must include random points, breaklines, boundary exterior.
6. For street projects, a design file containing the existing pipe networks for all existing storm and sanitary within the survey area. Pipe networks shall use City of Madison parts and shall be created to be at accurate rim and invert elevations (based on measure downs). Structures and pipes assigned in the pipe networks shall match the size and materials of the existing infrastructure. Pipe networks shall be created using logical naming.
7. MGE and Utility data verifications and electronic documents identified above. The Contractor shall provide Digger's Hotline confirmations for all areas marked. If utility system maps are provided by a utility, the Contractor shall provide copies of the mapping. MG&E shall be required to field mark all their utilities. The Contractor shall also include MG&E digital system maps for all of the surveys as part of the deliverables.

### **Format for Submitting Data**





1. Design File Format: All design files shall be in Wisconsin Coordinate Reference Systems – WISCRS – Dane NAD 83 (1997) – USF. All survey data shall be referenced to NAVD 88 (1991 adjustment) ft for vertical datum. All digital data shall be readily compatible with the City's hardware and software, which is currently Autodesk Civil 3D 2022 on a Windows 10 operating system. Design file shall be created at full scale, with units in US feet. Files shall be 3D as applicable, with features at their true elevations and everything else at elevation 0.00.
2. Survey shot file format: Survey shots shall be submitted in a separate ASCII text file with the format (point#,northing,easting,elevation,description) separated by commas (one line for each point). ASCII text files shall have no headers, discontinuities (blank lines), spaces or tabs in the data list. All survey shots shall have a text description (numeric

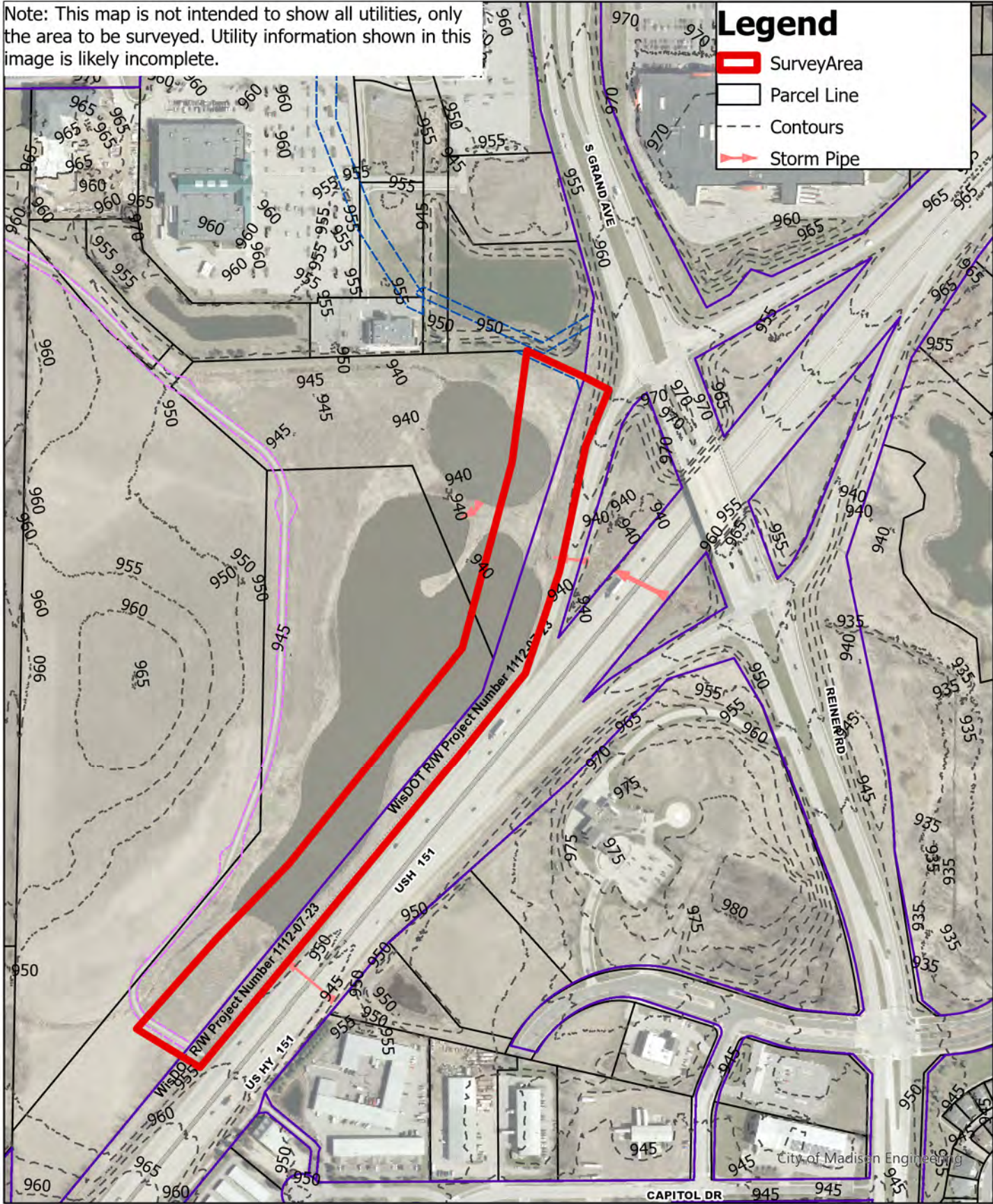
codes are not allowed). A separate text file shall be included which defines all abbreviations used in the survey shot descriptions.

Files that do not meet the format requirements outlined above will returned to the Contractor for correction and resubmission.

Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.

### Legend

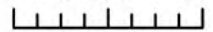
-  Survey Area
-  Parcel Line
-  Contours
-  Storm Pipe



Far East Golf Course Retention Pond (North East Park Pond)  
1460 Grand Avenue, Sun Prairie, WI

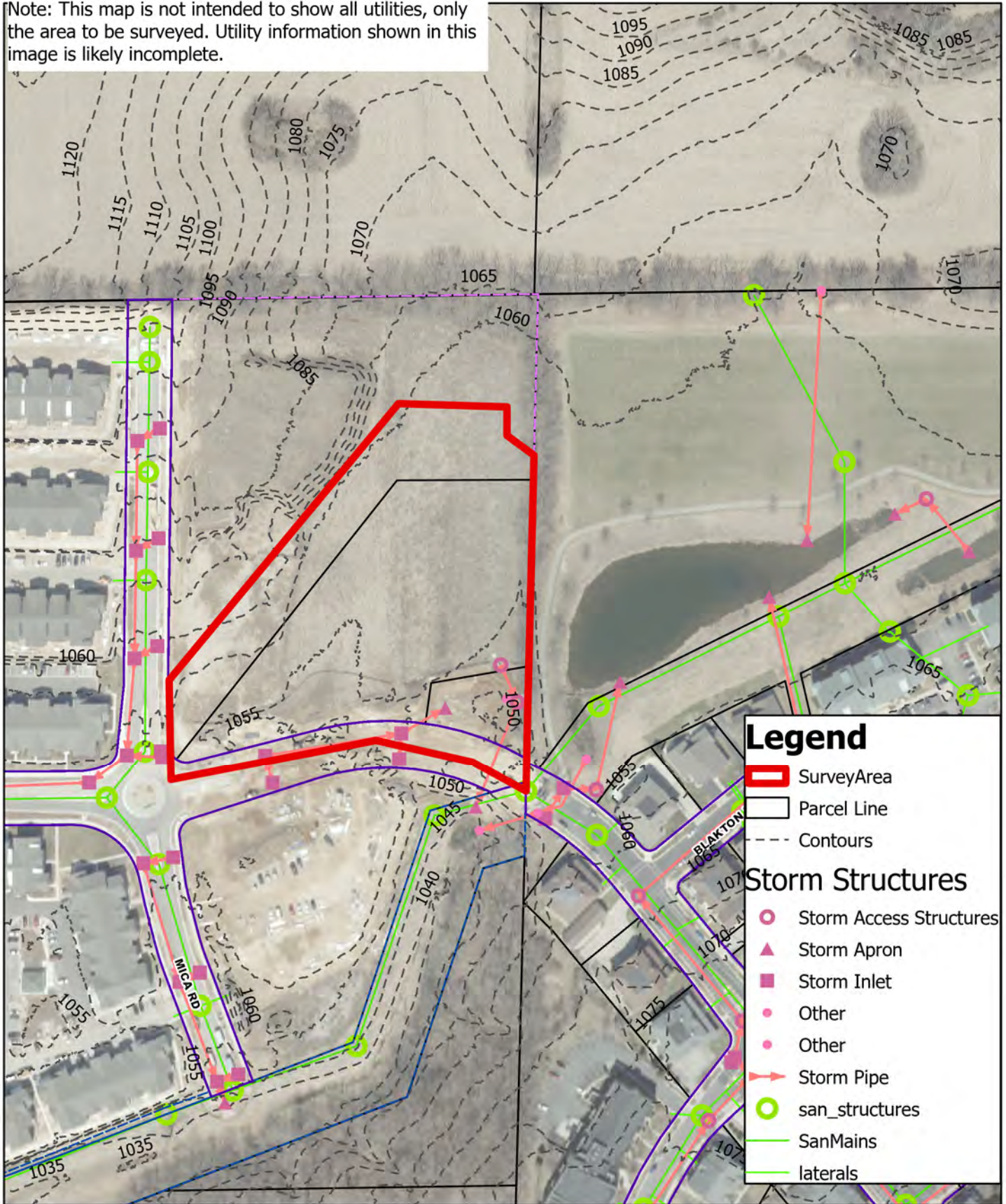


0 100 200 400 Feet





Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.



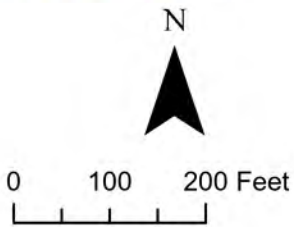
**Legend**

- Survey Area
- Parcel Line
- Contours

**Storm Structures**

- Storm Access Structures
- Storm Apron
- Storm Inlet
- Other
- Other
- Storm Pipe
- san\_structures
- SanMains
- laterals

Midtown Commons Expansion  
8452 Mansion Hill Avenue, Madison, WI

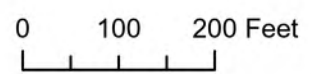




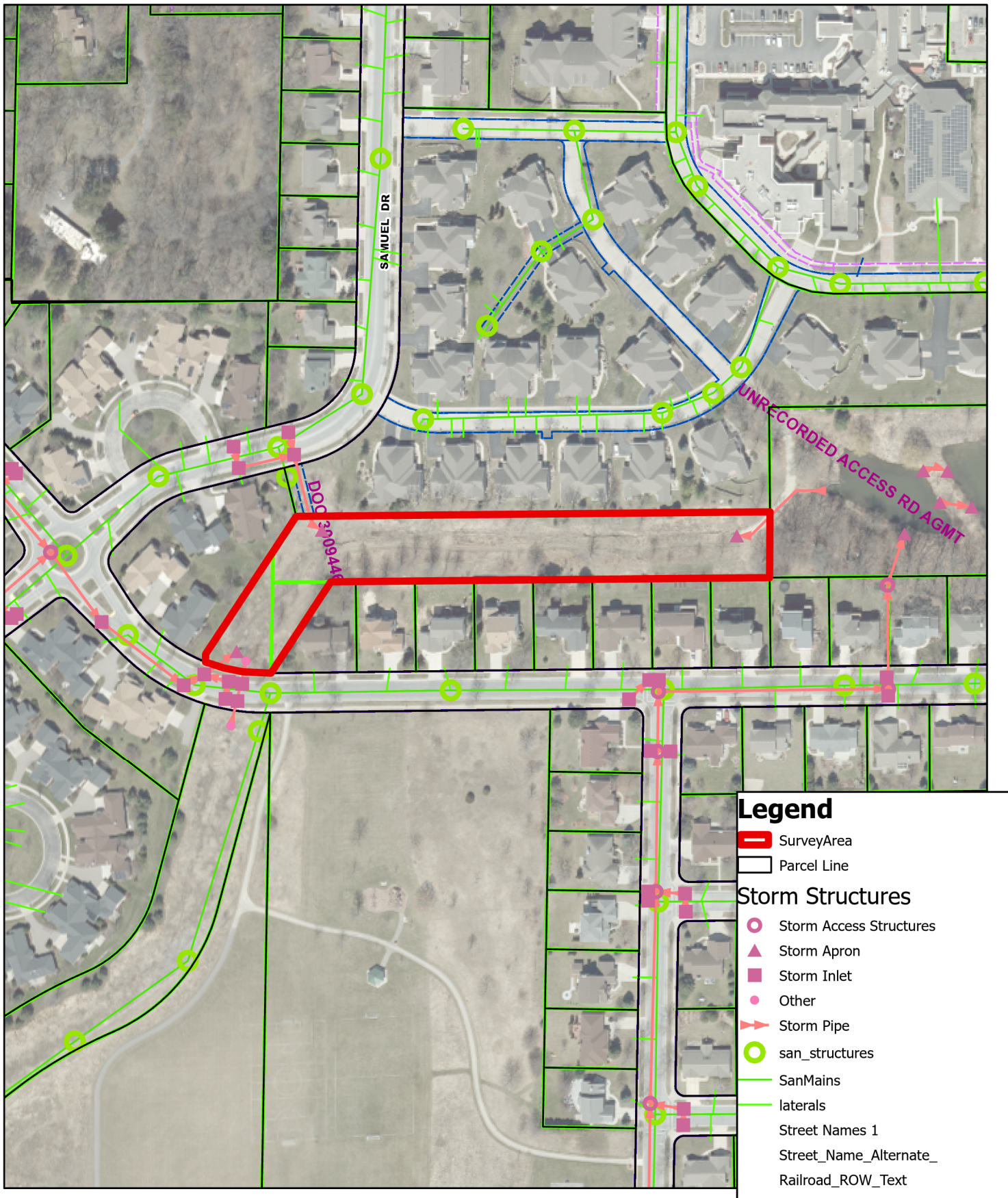
Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.



MMSD Drying Beds  
1717 Moorland Road, Madison, WI

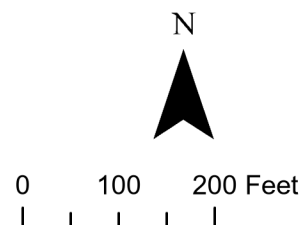






South Mendota Pheasant Branch Greenway (Attic Angels)  
8526 Blackwolf Drive, Madison, WI

Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.

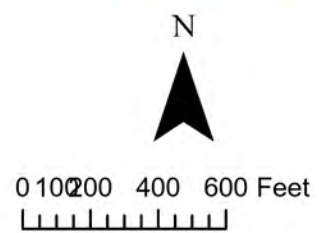




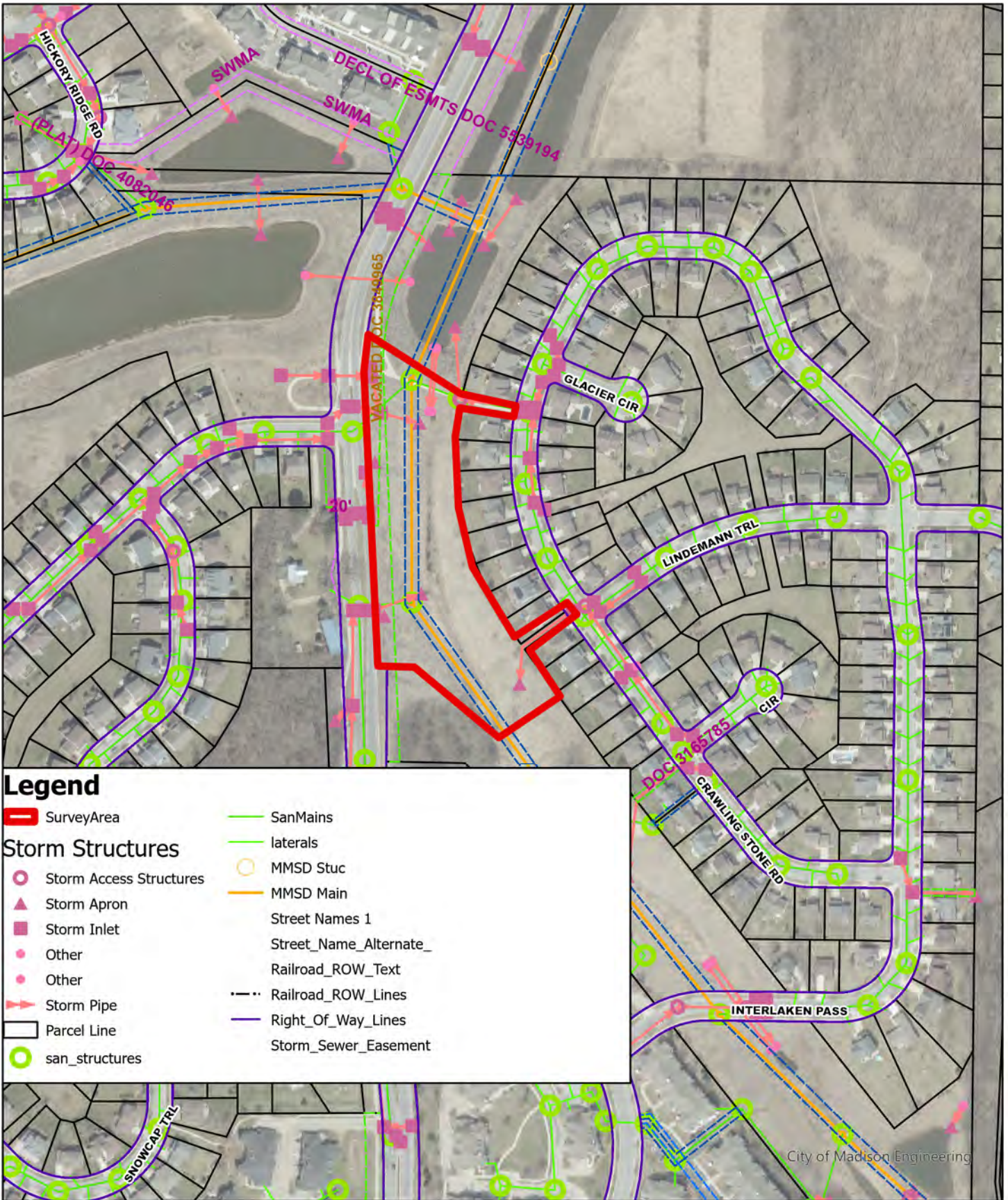
Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.



Warner Park Lagoon  
2930 N Sherman Ave. Madison, WI







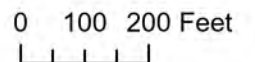
**Legend**

- ▭ SurveyArea
  - SanMains
  - laterals
  - MMSD Stuc
  - MMSD Main
  - Street Names 1
  - Street\_Name\_Alternate\_
  - Railroad\_ROW\_Text
  - Railroad\_ROW\_Lines
  - Right\_Of\_Way\_Lines
  - Storm\_Sewer\_Easement
- Storm Structures**
- Storm Access Structures
  - ▲ Storm Apron
  - Storm Inlet
  - Other
  - Other
  - ▶ Storm Pipe
  - ▭ Parcel Line
  - san\_structures

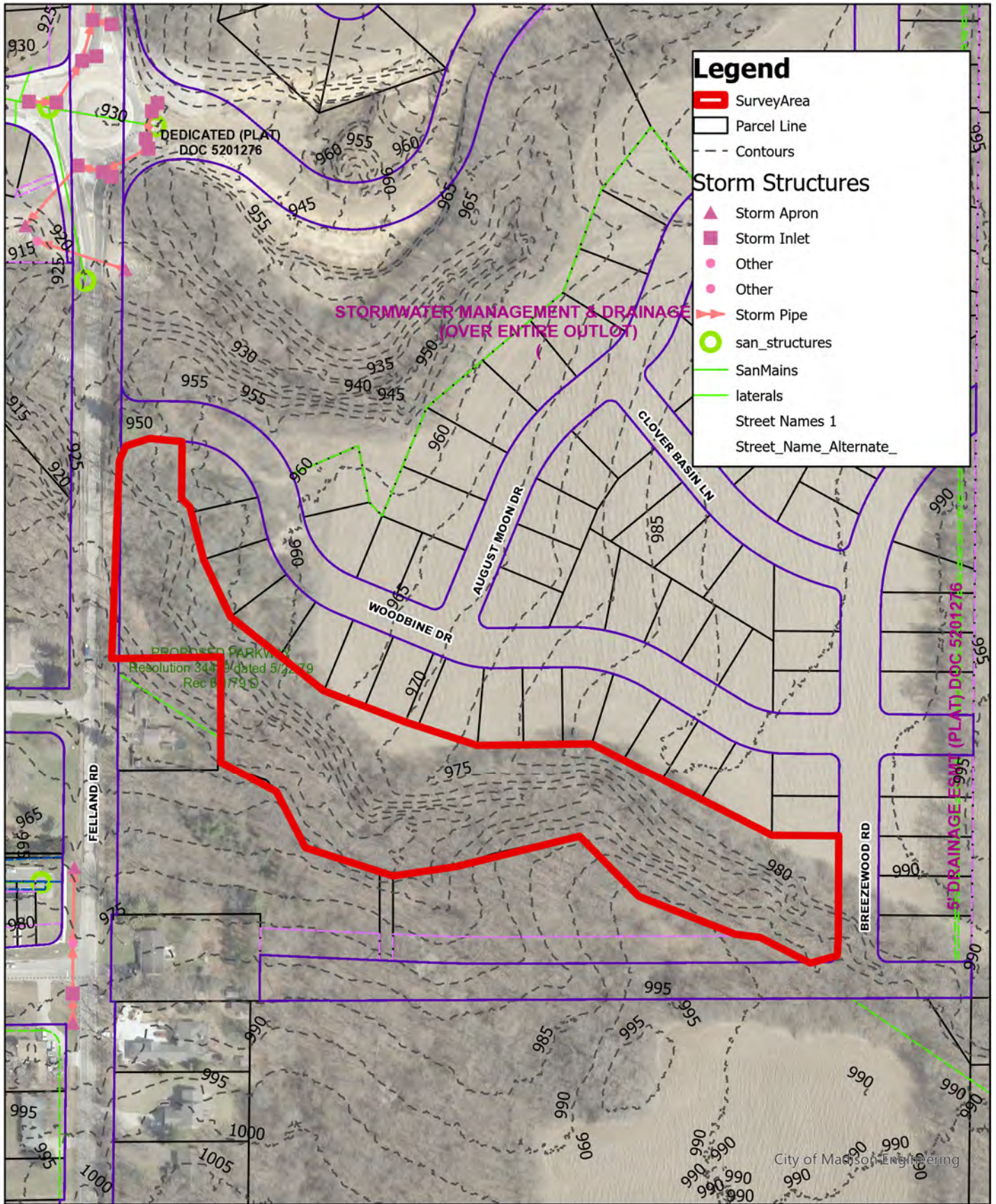
West Badger Mill Creek Greenway Confluence Section  
3046 Interlaken Pass, Madison, WI

Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.

City of Madison Engineering

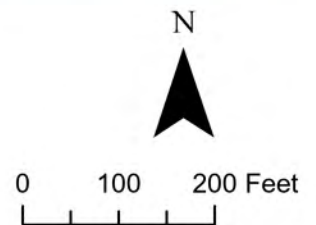




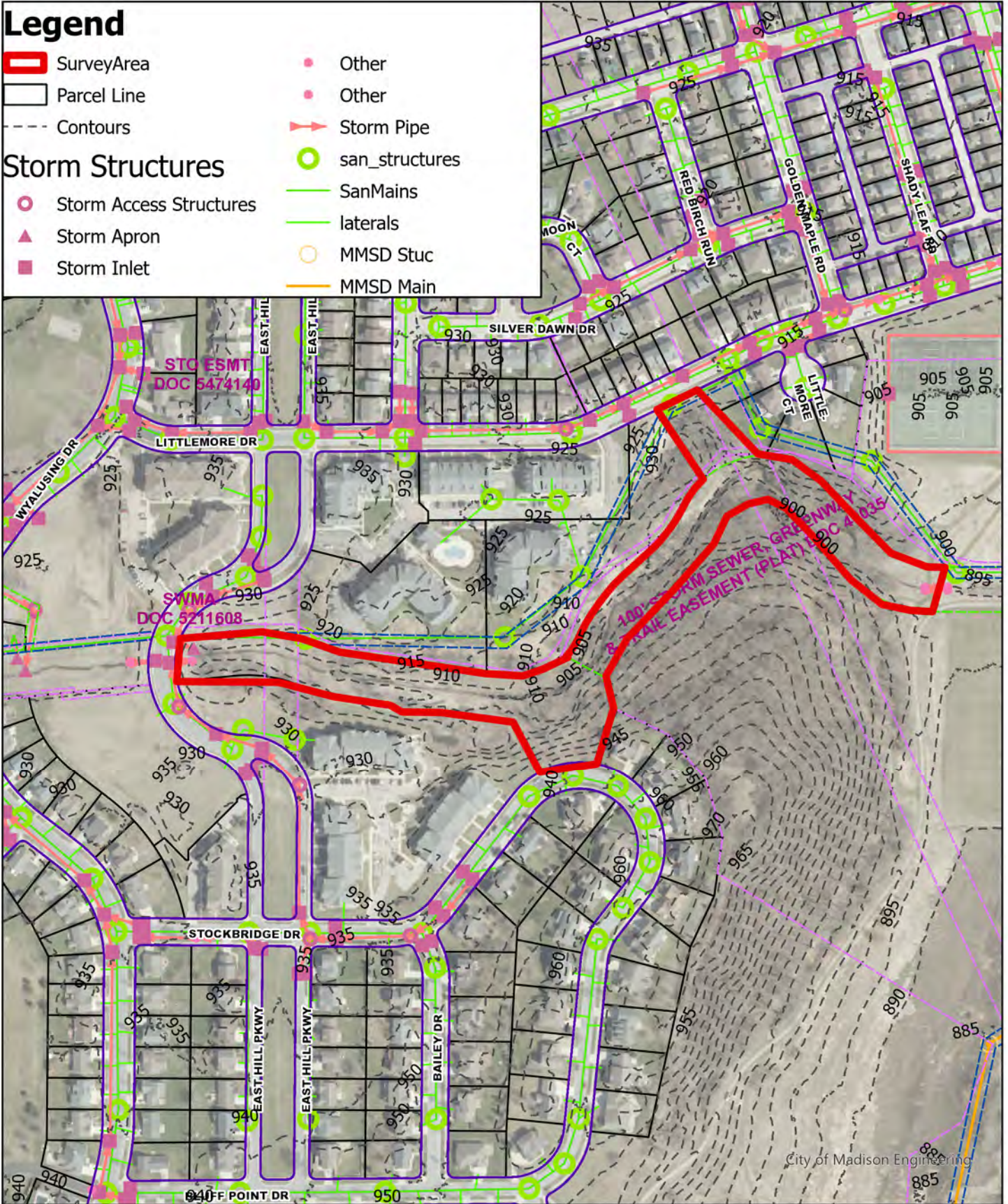


GR 7330-002 Breezewood Road Greenway (Drone Survey)  
 1704 Breezewood Road, Madison, WI

Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.

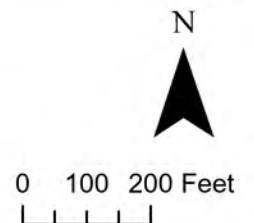




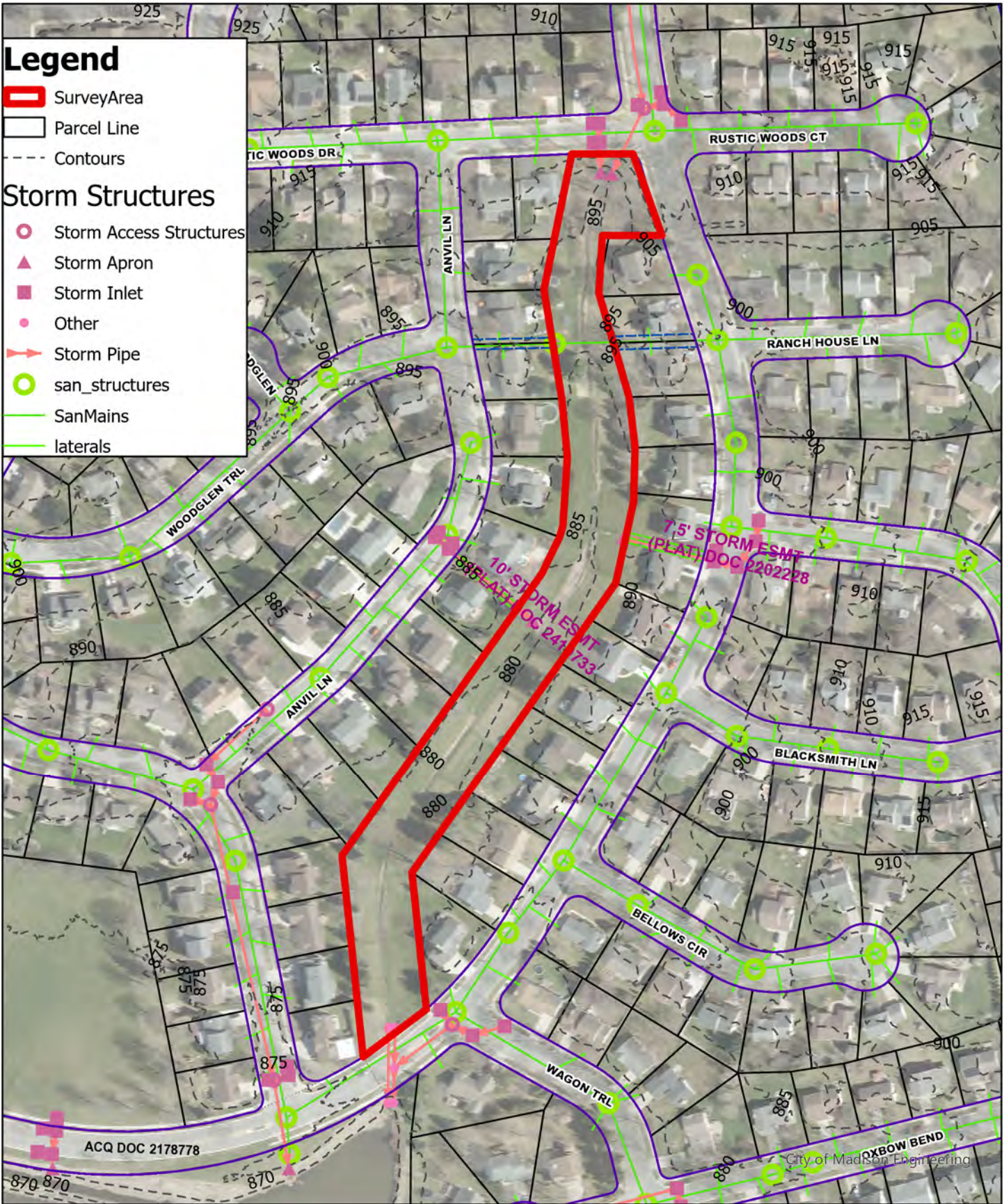


GR 7641-012 North Door Creek Greenway (Drone Survey)  
 6901 Bluff Point Drive, Madison, WI

Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.

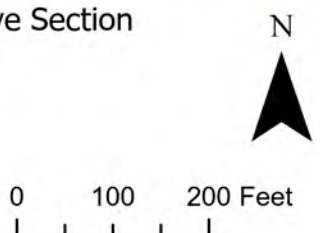






GR 7152-011 North Penito Creek Greenway Rustic Woods Drive Section  
 2202 S Thompson Drive (drone survey)

Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.











Hudson Park Shoreline (drove survey)  
 2919 Lakeland Avenue  
 Miller Avenue to Welch Avenue

Note: This map is not intended to show all utilities, only the area to be surveyed. Utility information shown in this image is likely incomplete.

