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Engineering Division
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July 12, 2024

To: Design Consultants
From: James Wolfe, City Engineer
Subj: Proposals for West Towne Path Phase 2B (Zor Shrine to Gammon) Design

The City of Madison Engineering Division is requesting proposals for design services for the above project. The intent for the Request for Proposal is to allow Contractors the opportunity to enter into a contract with the City of Madison for the required design as detailed in the Request for Proposals (RFP).

Please refer to the RFP for pertinent information and dates. The following items are included with the RFP and considered part of it:

- Location Map 1: Project Location Map
- Sample Contract

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

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

Interested Contractors shall submit five (5) hard copies and one pdf copy of their Proposals to the Office of the City Engineer by 4:00 PM on Friday, Aug 9, 2024. Submit proposal to:

City of Madison, Engineering Division
210 Martin Luther King Jr Blvd., Room 115
Madison, WI 53703

Sincerely,

James M. Wolfe, P.E., City Engineer

RFP:CJP

REQUEST FOR PROPOSALS FOR DESIGN SERVICES

West Towne Path Phase 2B (Zor Shrine Place to Gammon Road) Contract No. 8771

Section 1: Summary and General RFP Administrative Information

1.1. Summary of Services Requested

City of Madison is seeking Engineering Services consisting of preliminary design, environmental reporting, final design, plans, specifications and estimates for the construction of a new path extension of the West Towne Path from Zor Shrine Place to Gammon Road. See attached map.

1.2. Project Description

Construction Year: 2028

Design Funding: Local (City of Madison)

Construction Funding: 60% Federal, 40% Local funds and assessments (City of Madison)

The West Towne Path from Zor Shrine Place to Gammon Road is proposed to be constructed in 2028. The project is anticipated to include numerous retaining walls along USH 12 (Beltline). Numerous routing cross section alternative analysis will be explored during the preliminary design phase of the project. Path lighting and local Storm Sewer will be included in the design. The Plans, Specifications and Estimate (PSE) package is due to WisDOT on August 1, 2027.

A path is proposed to be built in 2025 from High Point Road to Zor Shrine Place and will be the western tie-in for this project. The Eastern tie-in will be the existing pedestrian/bicycle underpass of Gammon Road.

The project will require extensive traffic control during construction. A Transportation Project Plat or document similar will be completed for acquiring right of way and grading easements if needed depending upon design alternatives. The project is proposed to be funded by Surface Transportation Block Grant (STBG) funds and will be let through the Wisconsin Department of Transportation (WisDOT) Local Program.

1.3. Communication and Inquiries

Direct all questions and inquiries to:

Chris Petykowski
City of Madison, Engineering Division
210 Martin Luther King Jr. Blvd., Room 115

Madison, WI 53703
Tel: 608-267-8678
Fax: 608-264-9275
Email: cpetykowski@cityofmadison.com

Any questions or requests for clarifications should be submitted in writing by Jul 26, 2024. Responses will be posted by Aug 2, 2024.

1.4. Evaluation of Proposals

Proposals will be reviewed by a Selection Committee chosen by the City Engineer. Proposals will be ranked separately based on qualifications (Section 3.2, questions 1-6) and by costs.

Madison has a local preference purchasing policy that grants a 5% scoring preference for firms based in Dane County. Proposers seeking to obtain local preference must register online prior to the proposal due date at:

<http://www.ci.madison.wi.us/business/localPurchasing/index.cfm>

Qualification factors will be weighted as shown.

Company Capability	10%
Project Team	25%
Similar Projects by Project Engineer	30%
Design Approach	30%
Local Preference	<u>5%</u>
Total	100%

The Selection Committee will review and rank cost proposals separately. It will select the proposal which best combines the necessary qualifications with value for expenditure of public funds. The Committee will recommend to the Common Council who will approve the selection.

1.5. Disclosure of Contract Failures. Litigations

Prior to selection the City may request that one or more proposers disclose any significant prior or current contract failures, contract breaches or civil or criminal litigations pending within the last three (3) years which involve your firm.

1.6 . Willingness to Execute City Purchase of Services Contract

Firms proposing will be assumed to be willing to execute the standard City of Madison Contract for Purchase of Services. A sample contract is attached to this RFP. Any exceptions to this should be stated in the Proposal.

Section 2: Scope of Services

2.1. STANDARD DEFINITIONS

- A. "CITY" means City of Madison.**
- B. "CONTRACTOR" means Consultant**
- C. "DEPARTMENT" means the Wisconsin Department of Transportation.**
- D. "FHWA" means the Federal Highway Administration.**
- E. "PROJECT" means the specific section of highway proposed for improvement by the CITY in this CONTRACT.**
- F. "Services" means the engineering services, labor, equipment, and materials furnished by CONTRACTOR in accordance with this CONTRACT.**
- G. "MANUAL" means the State of Wisconsin Facilities Development Manual, City of Madison Standard Specifications and other manuals referenced therein.**

2.2. STANDARD PROVISIONS, SCOPE OF SERVICES

A. GENERAL

- (1) The Services under this CONTRACT shall consist of performing those phases or portions of the design engineering for the PROJECT necessary or incidental to accomplish the PROJECT.**
- (2) The CONTRACTOR shall furnish all Services and labor necessary to conduct and complete the Services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the CITY.**
- (3) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the MANUAL.**
- (4) Not Used**
- (5) The CONTRACTOR shall from time to time during the progress of the Services confer with the CITY and shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the CITY to enable it to reasonably pass judgment on the features of the Services. The CONTRACTOR shall make such changes, amendments, or revisions in the detail of the Services as may be required by the CITY. The CITY reserves the right to select the alternative to be used and may request additional alternatives**

be studied. The CONTRACTOR is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by CITY required changes in detail of the Services.

- (6) At the request of the CITY, and during the progress of the Services, CONTRACTOR shall furnish maps, portions of plans, supplemental reports or other information relating to Services under this CONTRACT as may be required by the CITY.
- (7) The SERVICES performed under this CONTRACT are subject to review and approval by the CITY at those appropriate steps defined in detail in the MANUAL.
- (8) This CONTRACT serves as a permit under sec. 86.07 (2), Wis. Stats., for the CONTRACTOR and any of its approved subcontractors to carry out the Services hereunder on highway property under the jurisdiction of the CITY, unless a separate permit is specifically required by the CITY. CONTRACTOR and any of its approved subcontractors are authorized representatives of the CITY for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this CONTRACT.
- (9) The Services shall comply with the applicable state and federal laws and regulations consistent with the funding to this project.

B. DESIGN REPORTS

- (1) **Concept Definition Report:**
Not Used

- (2) **Design Study Report:** The CONSULTANT shall prepare a Design Study Report as set forth in the MANUAL. Three copies shall be submitted to the DEPARTMENT for approval. If the PROJECT involves highway work, the preparation of final Road Plans, Structure Plans or Right of Way Plats shall not be undertaken by the CONSULTANT until the Design Study Report has been approved or the CONSULTANT has been authorized to proceed by the DEPARTMENT.
- (3) **Pavement Report:** If the PROJECT involves highway work, the CONSULTANT shall prepare a Pavement Type Selection Report as set forth in the MANUAL and TRANS 400, Wisconsin Administrative Code. One copy of the report shall be submitted to the DEPARTMENT for approval.

C. ENVIRONMENTAL DOCUMENTATION

The CONSULTANT shall assess the probable environmental impacts of the PROJECT as described in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code and recommend to the DEPARTMENT the appropriate level of environmental documentation. The type of environmental document required will depend upon the type of action (Type IV, Type III, Type II, Type I) according to the Environmental Action List presented in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Upon the DEPARTMENT'S concurrence of the level of environmental documentation, the CONSULTANT shall prepare the appropriate environmental in accordance with the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code for approval by the DEPARTMENT.

D. AGENCY COORDINATION

(1) General:

(a) The CONTRACTOR shall consult with all affected local, state, and federal agencies and supply them with the necessary information concerning the PROJECT, including exhibits, so as to enable them to discharge their responsibilities within their jurisdiction.

(b) Contact with these agencies shall be made early enough in the development of the PROJECT to enable them to make a timely response so that their comments can be considered at the appropriate stage of Services under this CONTRACT. These contacts shall be identified within the public involvement plan and public participation log as set forth under the provisions of Section 2 of this CONTRACT.

(c) The CONTRACTOR shall keep the CITY fully informed of its activities.

(d) Not Used

(2) Permits - General:

(a) The CONTRACTOR shall determine those permits necessary to advance the PROJECT to the letting stage. When unable to make this determination the CONTRACTOR shall confer with the CITY.

(b) When a permit is required, the CONTRACTOR shall prepare the permit applications, on the forms and in the manner prescribed by the issuing agency, or as indicated in the MANUAL, for execution and submittal by the CITY.

E. RAILROAD/UTILITY INVOLVEMENTS

(1) General:

(a) The CITY will provide the CONTRACTOR with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONTRACTOR to comply with Section 2.E.(3) (a) of the CONTRACT. If necessary, the list should be expanded by the CONTRACTOR based on any additional facilities found in the field or based on contacts with other utilities. All known utilities should be invited to the Operational Planning Meeting.

(b) During the development of the work under this CONTRACT, the CONTRACTOR shall confer on an ongoing basis with all utility companies in the PROJECT vicinity in accordance with the MANUAL, to establish mutual understanding on design features of the PROJECT affecting railroad and utility facilities.

(c) The CONTRACTOR shall coordinate with and utility companies to insure that facility relocations/ alterations have been adequately considered.

(d) The CONTRACTOR shall keep the CITY duly informed of the status and nature of all such coordination activities. The CONTRACTOR shall provide the CITY with timely plans and information that will permit it to meet its planned construction schedule.

(2) Railroad Negotiations/Agreements:

Not Used

(3) Utility Coordination:

(a) The CONTRACTOR shall arrange for all utility coordination as set forth in the MANUAL, with the exception of negotiating for utility company land interests.

(b) It is the responsibility of the CONTRACTOR to locate existing utilities on plans and plats.

(c) CONTRACTOR shall provide notifications and project plans to the affected owners of utility facilities, review the work plans of the utility facility

owners, consider their schedules and prepare special provisions as generally required by sec. 84.063, Wis. Stats., and Chapter TRANS 220, Wisconsin Administrative Code.

(4) Utility Negotiations/Agreements:

(a) The CONTRACTOR shall provide the CITY with all necessary PROJECT information including the names of affected utility companies, the locations of the facilities along the PROJECT, the manner and extent to which they are affected, and exhibits, plans, specifications, estimates, reports, and other pertinent documentation as may be required to enable the affected utility companies to obtain the necessary permits, to enter into any necessary agreements and to adjust and/or relocate their facilities, in accordance with the procedures as set forth in the MANUAL.

(b) The CITY will enter into negotiations with the affected utility companies and will prepare all necessary agreements and conveyances.

(c) The CONTRACTOR shall prepare and submit to the CITY a Utility Status Report(s), in accordance with the procedures as set forth in the MANUAL.

(5) Plans, Plats and Other Material:

Not Used

F. PUBLIC INVOLVEMENT

(1) The CONTRACTOR, after consultation with CITY shall prepare a Public Involvement Plan for this PROJECT.

(2) In cooperation with the CITY the CONTRACTOR shall maintain a log of public involvement activities associated with this PROJECT.

(3) During the life of this CONTRACT the CONTRACTOR shall assist the CITY in answering all questions received from the general public about this PROJECT.

G. SURVEYS

(1) The CONSULTANT shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT to usual standards of the DEPARTMENT and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT.

(2) Surveys shall include such investigation of the site, locating and field staking as may be necessary to provide adequate ties between railroad and utility facilities and the highway stationing for development of the design.

H. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Not Used**
- (2) Not Used**
- (3) When completion of the subsurface investigation defined in the CONTRACT is not sufficient to adequately assess subsurface conditions, or provide all the required information for roadway design, the CONTRACTOR shall recommend a revised investigation program for authorization by the CITY. Such recommendations shall be based on the content of the boring log. The extent of all subsurface investigation performed shall be fully justified in the Soils Report furnished for the PROJECT.**
- (4) Not Used**

I. ROAD PLANS

- (1) The CONTRACTOR shall prepare Road Plans for the PROJECT.**
- (2) Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans generally consist of the following:**
 - (a) Title Sheet**
 - (b) Typical Cross Sections and General Notes**
 - (c) Special Details including roadway elements, geometric layouts, and salvage/disposal of highway materials.**
 - (d) List of Standard Detail Drawings**
 - (e) Engineering Estimates On Computer Worksheet**
 - (f) Miscellaneous Quantities**
 - (g) Plan and Profile Sheets**
 - (h) Computer Earthwork Data and Mass Diagrams**
 - (i) Cross Sections**
 - (j) Traffic Control Plan**
 - (k) Erosion Control Plan**

Road Plans shall be designed in accordance with the current practices of the CITY and in accordance with the principles, standards, and practices adopted by the CITY computer aided design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the CITY STANDARD SPECIFICATIONS, hereinafter referred to as STANDARD SPECIFICATIONS.

- (3) The CONTRACTOR shall develop sufficient alternative or trial alignments profiles, or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics, blending with the topography, and costs. The roadway profiles are to provide a "good fit" to the terrain to minimize**

earthwork and grading costs and to develop the configuration of other roadway elements such as bridges, intersections and cross-sections. Such trial designs or adjustments are considered essential phases of good engineering design and are required work under this CONTRACT.

- (4) Road Plans shall be developed using computer aided design systems. Plan preparation shall be in accordance with the prescribed methods and on the approved plan sheet vehicles described in the MANUAL.
- (5) Plans for minor incidental retaining walls less than six feet in height and pipe type structures in this CONTRACT shall be considered as special construction details of the Road Plans and not as Structure Plans.
- (6) The CITY will furnish to the CONTRACTOR such survey notes, partially completed plans or other data as may be available for use in the preparation of the plans. Such partial plans shall be considered only as preliminary information subject to further development.
- (7) In preparation of Road Plans, the CONTRACTOR shall prepare and furnish to the CITY specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (8) The CONTRACTOR shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (9) Plans are subject to review and examination by the CITY. Such review and examination may be made on the site of the PROJECT.

J. MEETINGS

- (1) Meetings may be scheduled at the request of the CONTRACTOR or the CITY for the purpose of discussing and reviewing the Services under this CONTRACT.
- (2) Meeting schedules are to be coordinated with the CITY to ensure that CITY representatives are available to attend the meetings.

K. PLANS, SPECIFICATIONS, & ESTIMATES (P.S. & E.):

- (1) The CONTRACTOR shall prepare a complete P.S. & E as specified in the MANUAL.
- (2) Not Used
- (3) The CONTRACTOR shall provide one set of final plans in electronic PDF format for each utility within the PROJECT limits prior to the P.S. & E submittal date.

2.3. STANDARD MISCELLANEOUS PROVISIONS

A. DESIGN STANDARDS

Preparation of plans and specifications shall be accomplished in accordance with the current standards and criteria as contained in the MANUAL and shall be consistent with generally accepted professional practice. Compliance with standards and criteria as may be provided through revisions to the MANUAL and made subsequent to the execution of this CONTRACT shall be in accordance with Section 24 B of this CONTRACT.

B. DESIGN ERRORS AND OMISSIONS

- (1) The CONTRACTOR shall be responsible for the accuracy of the Services performed by the CONTRACTOR under the CONTRACT, and shall promptly make necessary revisions or corrections to its Services resulting from its negligent acts, its errors or its omissions without additional compensation.**
- (2) The CONTRACTOR shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.**
- (3) The CONTRACTOR shall be responsible to the CITY for any losses to or costs to repair or remedy as a result of CONTRACTOR'S negligent acts, errors or omissions.**

C. REVISION OF COMPLETED PLANS

- (1) The CONTRACTOR shall make such revisions in plans which have been completed, approved, and accepted by the CITY as are necessary to correct errors or omissions in the plans when required to do so by the CITY, without compensation therefore from the CITY.**
- (2) Should the CITY find it desirable for its own purposes to have previously satisfactorily completed and accepted plans or parts thereof revised, the CONTRACTOR shall make such revisions if requested and as directed by the CITY. These Services shall be considered as "Extra Services" and will be paid for as such.**

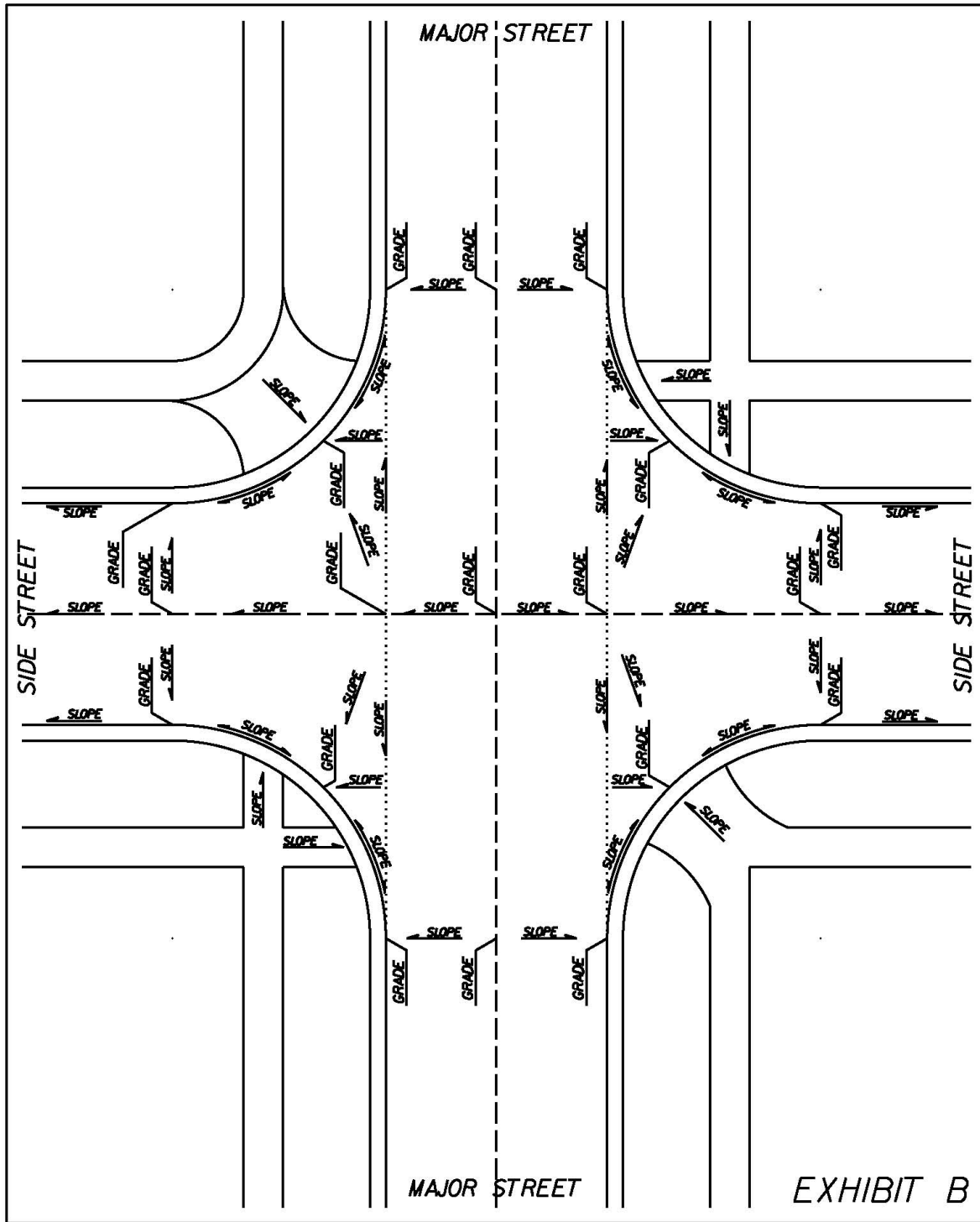
D. PROCEDURES FOR HANDLING ERRORS AS DESCRIBED IN SECTION B.

- (1) The process for addressing CONTRACTOR claims and disputes related to error or omissions shall be as described in the MANUAL under Chapter 8-25-25.**
- (2) The CITY may recover those additional costs incurred by the CITY as the result of errors determined to be the responsibility of CONTRACTOR.**
- (3) Each CONTRACTOR error and the facts about the error will be reviewed by the CITY in conjunction with the CONTRACTOR to establish responsibility for additional costs incurred as a result of a particular CONTRACTOR error.**

- (4) When the CITY pursues reimbursement, the CONTRACTOR will be notified of the decision and options for repayment. The CITY'S options listed in priority order are:
- (a) Repayment in full.
 - (b) Deductions from other payments due and payable by CITY to the CONTRACTOR by equitable right of set off.
 - (c) Legal action by the CITY to collect the costs, if the CONTRACTOR has no other agreements with the CITY or no payments due and payable, and refuses repayment in full.
 - (d) Any combination of the above.
- (5) Any CONTRACTOR appeal must be in writing and received within 30 days of the CITY'S decision.

E. CONFLICT OF INTEREST

- (1) The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the Services under this CONTRACT, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.
- (2) The CONTRACTOR warrants that it will not employ for any Services included under the provisions of the CONTRACT any person who is employed by the CITY at the time of execution or during the life of this CONTRACT without prior written approval from the CITY.
- (3) The CONTRACTOR warrants that it will immediately notify the CITY if an actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this CONTRACT.



2.4. SPECIAL PROVISIONS

A. DESIGN REPORTS

The CONTRACTOR shall prepare the following reports as directed by the CITY and specified in the MANUAL. Three copies of the request shall be submitted to the CITY for approval.

- (1) Request for Exceptions to Design Standards – if authorized
- (2) All technical memos required to support proposed design
- (3) Encroachment Report
- (4) ~~Complete Streets Compliance Report~~ Not Used
- (5) Stormwater Drainage Water Quality Report Spreadsheets
- (6) Traffic Management Plan (TMP)

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONTRACTOR does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONTRACTOR has no financial or other interest in the outcome of this PROJECT.

The CONTRACTOR shall prepare an Environmental Document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the CITY and DEPARTMENT for approval.

If review of the environmental document by the CITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONTRACTOR.

In preparing environmental documentation, the CONTRACTOR shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. The CONTRACTOR shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national

environmental goals. The CONTRACTOR shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. The CONTRACTOR shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Environmental Assessments:

(a) The CONTRACTOR shall prepare the notice of availability for the Environmental Assessment as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code and forward to the CITY for publication.

(b) The CONTRACTOR shall prepare the distribution list for both the notice of availability and the Environmental Assessment and distribute copies of each to the appropriate agencies.

(c) The CONTRACTOR shall revise the Environmental Assessment to address comments received during the public availability period.

(2) Environmental Impact Statements (Not Used):

(3) Agricultural Impact Notice: (NOT USED)

~~The CONTRACTOR shall prepare an Agricultural Impact Notice, in accordance with the MANUAL, for all lands from farm operations which may be acquired for this PROJECT. The Agricultural Impact Notice shall be submitted to the Wisconsin Department of Agriculture, Trade and Consumer Protection by the CONTRACTOR.~~

(4) Section 4(f) Evaluation:

The CONTRACTOR shall describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and shall report its findings to the CITY for evaluation by the CITY and the FHWA. The CONTRACTOR shall prepare a Programmatic Section 4(f) evaluation in accordance with the procedures as set forth in the MANUAL. CONTRACTOR shall investigate all properties for 4(f) impacts along the project.

(5) Wetland Investigations:

- (a) The CONTRACTOR shall identify wetland impacts in conjunction with the Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the “Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002”.
- (b) The CONTRACTOR shall conduct a site reconnaissance to assess, classify and locate wetlands. The assessment of the wetlands shall be in accordance with applicable state and federal regulations and guidelines, including the 1987 United States Army Corps of Engineers (USACE) wetland delineation manual. The CONTRACTOR shall prepare a brief summary memo documenting these findings.
- (c) If wetlands are present, the CONTRACTOR shall field delineate identified areas and locate as part of the PROJECT surveys, if authorized.
- (d) Wetland Mitigation Plans for the PROJECT shall be considered "Extra Services".

(6) Section 6(f) Evaluation:

A Section 6(f) evaluation is not anticipated and shall be considered extra services.

(7) Historical and Archaeological Surveys and Studies:

(a) The CONTRACTOR shall follow the procedures set forth in the MANUAL for the Section 106 process, Step 2 Identification, to locate historic buildings and structures and archaeological sites that could be affected by the PROJECT.

(b) The CONTRACTOR shall prepare the Section 106 Review Form, identifying the Area of Potential Effect for the PROJECT, notifying the interested parties and completing a historical and an archeological survey as required in the MANUAL.

(c) The CONTRACTOR shall follow the procedures set forth in the MANUAL for the Section 106 Process, Step 3 Evaluation, for all properties potentially eligible for listing on the National Register of Historic Places. The CONTRACTOR shall prepare a Determination of Eligibility for all historical property along the project, if authorized.

(8) Noise Analysis:

(a) Not Used

(9) Air Quality:

(a) Not Used

(10) Hazardous Materials/Contamination Assessments

(a) The CONTRACTOR shall conduct a Phase 1 Hazardous Materials Assessment for the PROJECT in accordance with the MANUAL.

(b) The CONTRACTOR shall conduct Environmental Subsurface Investigations, in accordance with the MANUAL, at up to four sites with two borings per site, if authorized.

(c) The CITY acknowledges that the CONTRACTOR is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONTRACTOR under this CONTRACT.

11) USACOE and WDNR permitting

(a) The CONTRACTOR shall prepare all permit applications and exhibits and correspondence to acquire any permits needed from USACOE and WDNR on the project.

C. AGENCY COORDINATION

(1) Section 404 Permits:

The CONTRACTOR shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL.

(2) Section 401 and 402 Certifications:

The CONTRACTOR shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and

Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application. Stormwater-Drainage-Water Quality (WQ) Report Spreadsheets with any necessary attachments need to be completed.

D. RAILROAD/UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements
Not Used

(2) Utility Negotiations/Agreements

The CONTRACTOR shall follow the procedures of the DEPARTMENT'S Guide to Utility Coordination for non TRANS 220 projects.

The CONTRACTOR shall complete a detailed review and a summary report outlining the impact that the proposed plan has on the existing utilities.

Extensive coordination with utilities will be required for this project.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

(a) The CITY is interested in developing the project with Racial Equity and Social Justice as a key component in decision making. The CONTRACTOR shall develop the public input plan with this in mind to comply with the CITY'S initiative.

(b) The CONTRACTOR shall conduct three informational meetings to acquaint the public with the concepts and probable impacts of this PROJECT.

(c) The CONTRACTOR shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.

(d) The CONTRACTOR shall prepare a summary report after the public information meetings.

(e) The CONTRACTOR shall consult with the CITY after the public informational meetings to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

(f) The CONTRACTOR shall make all the necessary arrangements for scheduling the meetings and provide notices and press releases for the CITY'S use. The CONTRACTOR shall notify all adjacent and affected property owners. Mailing labels will be provided by the CITY.

(g) The CONTRACTOR shall provide the CITY with copies of all public involvement correspondence and file notes.

(h) The CONTRACTOR shall coordinate meeting schedules with the CITY'S representative.

(2) Formal Public Hearing (if authorized):

(a) The CONTRACTOR shall assist the CITY in preparing for and holding one formal Public Hearings if needed as set forth in the MANUAL.

(b) The CONTRACTOR shall prepare the necessary exhibits, PROJECT statement, and printed handout material for use by the CITY in conducting the Public Hearing, in accordance with the procedures in the MANUAL.

(c) The CONTRACTOR shall be represented at the Public Hearing and shall be prepared to assist and provide information as requested by the CITY.

(d) The CONTRACTOR should retain a court reporter and provide a public hearing transcript.

(e) The CONTRACTOR shall evaluate the transcript of testimony received at the Public Hearing and make written recommendations to the CITY as to the possible disposition of the comments received.

(f) As directed by the DEPARTMENT, the CONTRACTOR shall incorporate into the Services for this PROJECT those changes or modifications brought about as the result of the Public Hearing.

(3) Open Forum Public Hearing: (Not Used)

F. MEETINGS

(1) The CONTRACTOR shall hold an Operational Planning meeting to discuss the organization and processing of the Services under this CONTRACT.

(2) Three meetings shall be held with local officials approximately two weeks prior

to the Public Informational Meetings.

(3) Three meetings shall be held with the CITY'S staff approximately two weeks ahead of the local official's meeting for the purpose of reviewing exhibits, handouts and presentations.

(4) Monthly meetings shall be held to plan, review, and coordinate the PROJECT with the CITY staff throughout the project timeline. CONTRACTOR shall anticipate up to submittal of PSE's for budgeting meetings.

(5) Up to three meetings shall be held to present plans to various CITY boards, commissions, neighborhood associations, other misc. interested individuals.

(6) The CONTRACTOR shall conduct three coordination meeting(s) with utilities having facilities on the PROJECT.

(7) One Final Plan Review Meetings with the CITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal dates.

(8) The CONTRACTOR shall attend and present at two pre-construction conferences, one as scheduled by the DEPARTMENT for the construction contractor (CONTRACTOR just to attend), and one for affected business owners and residents along the project (CONTRACTOR to present and run/manage meeting).

G. LOCATING

(1) The CONTRACTOR shall provide the CITY with multiple design alternatives along the corridor to integrate the safe, convenient mobility of pedestrians, bicyclists ~~vehicles and transit~~. Input from public input meetings and city committee meetings may lead to significant redesign work and should be expected.

~~(2) The CONTRACTOR shall provide an intersection control evaluation report including traffic modeling results and findings for the _____ intersection. It is expected that the _____ intersection will remain, and will only include utility tie-ins as necessary.~~

H. SURVEYS

(1) The limits of the survey shall correspond to the limits of the project as outlined in section 2 of the contract, Scope of Services of the attached map. A

remobilization will be required to survey 2025 Multi Use Path improvements and new infrastructure.

(2) Surveys shall include the existing right of way and proposed right of way and 50 feet outside of those right of ways. The survey at the intersections shall include a 200' extra length on the side street.

(3) The CONTRACTOR shall temporary mark existing right-of-way for coordination with affected utilities and property owners.

(4) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of right of way plats and legal descriptions of the lands to be acquired.

(5) If authorized by written notice from the CITY, the CONTRACTOR shall provide staking for utilities to allow for the timely relocation of their facilities. The CITY will provide the CONTRACTOR a minimum of one (1) week notice.

(6) Surveys shall be tied into control established by the CITY.

I. SOILS AND SUBSURFACE INVESTIGATIONS

(1) The CONTRACTOR shall recommend the location of soil borings and shall obtain all needed soil investigations as part of CONTRACTOR scope. Any geological engineering analyses required as part of any design work shall be part of CONTRACTOR scope. The CITY will not be providing any soil boring reports as part of this project.

J. ROAD PLANS

(1) ROAD PLANS GENERAL. Road plans shall include plans for the reconstruction of the roadway segments included in section 3 of the contract, Scope of Services, including any restoration of facilities above the storm sewer box limits.

The roadway cross section shall be sufficient to meet current and future traffic demands and will be determined based on traffic modeling. The geometry for the corridor shall include up to 3 alternative cross sections. A brief report by the CONTRACTOR shall be required to summarize this analysis.

Section 2.2.I. in the Standard Provision of the CONTRACT is amended to include the following plans:

- l. Marking and Signing Plan (Plan shall include all signing requirements including but not limited to street signs, overhead sign structures, etc.)
- m. ~~Traffic Signal Plans~~
- n. Lighting Plans
- o. Construction staging plans (include earthwork quantities for each stage)
- p. Landscaping Plan
- q. Storm sewer Plan
- r. Grading/Utility Plan
- s. Project Overview - Single Sheet Schematic Drawing
- t. ~~Overhead signage plans (not used)~~
- u. Sanitary Sewer Plans
- v. Water Main Plans
- w. ~~Temporary Signal Plans~~
- x. Ped, Bike & Vehicle detour plans

K. SPECIAL REQUIREMENTS FOR DESIGN

(1) STREET GRADES. The CONTRACTOR shall provide the CITY a plan and profile sheet showing all existing and proposed driveway slopes. It is the policy of the CITY to reduce the slope of steep driveways where possible. The CONTRACTOR shall not increase the slope of any residential driveway apron with an existing grade under 12% over 12% and shall not increase the slope of any residential driveway apron with an existing grade over 12% above the existing grade without the consent of the CITY. The CONTRACTOR shall not increase the slope of any commercial driveway apron with an existing grade under 8% over 8% and shall not increase the slope of any commercial driveway apron with an existing grade over 8% above the existing grade without the consent of the CITY. The grade of the top of curb shall not be above the sidewalk grade without the consent of the CITY. The CONTRACTOR shall not through the conversion to an urban section, adversely affect the drainage of abutting property. The CONTRACTOR shall show on the plans, ditching or inlets behind the curb where drainage cannot be provided over the curbs. The CONTRACTOR shall anticipate that the curb grades will differ from one side of the street to the other, that one typical section will not work throughout the project, and that several iterations are required in order to determine the best design. The CONTRACTOR shall design all curb grades to 0.5% minimum slope. The CONTRACTOR shall provide, in the plan, profiles for all intersecting streets and shall provide the CITY with sufficient information to check the drainage at intersections. Grades at intersections shall be provided at the beginning, middle and end of radius. Grades shall also be provided on the side street as required. Grades and slopes shall be provided to the CITY at each intersection for the purpose of

checking the design per the attached exhibit B. Contractor shall design and provide all necessary details for ADA compliant curb ramps within the project limits. Curb ramp designs shall provide some allowance for construction tolerances to ensure ADA compliance following construction. Cross Sections shall be provided at 25 ft. increments. The CONTRACTOR shall complete a tree inventory with the survey and ~~review the tree inventory document provided by City Forestry and~~ accommodate existing trees during design.

(2) PEDESTRIAN AND BIKE. The CONTRACTOR shall provide for the movement of pedestrians and bicycles on all streets and the alternatives shall be evaluated based partially on the ability of the alternative to meet the needs of pedestrians and cyclists. A separated facility for pedestrians and cyclists is preferred. A new multi-use path is being built in 2025 from High Point Road to Zor Shrine Place and will be the western tie-in for this project. Grades shall be not less than 0.5% and no more than 5% along the path. Any ramps shall meet ADA specifications.

(3) TRAFFIC CONTROL. The CONTRACTOR shall prepare a traffic control plan that maintains at least two lanes of traffic in each direction through the construction zone and provides left turn lanes where possible and accommodates pedestrians, bicyclists and transit. Traffic Control may require access easements from properties which will be documented in the Transportation Project Plat.

~~(4) TRAFFIC SIGNALS DESIGN. The CONTRACTOR will design traffic signal conduit, including signal interconnect conduit, signal pole, signal handhole, and loop detector locations and provide draft set to the CITY (for both Temporary during construction signals and final permanent proposed signals). The CONTRACTOR shall prepare final plans, develop quantities, prepare specifications, prepare details, and items necessary for complete plans and specifications. The MANUAL details and specs for the traffic signals are not used in the CITY. The CITY anticipates that the _____ Signal will be completely replaced and the _____ Signal will be partially replaced. The CITY will provide example plan details and specifications from other recent similar projects which should help guide the CONTRACTOR in preparing the plans and specs. The CONTRACTOR shall provide plans, specs, and quantities for required removal of existing traffic signal bases. The final signal plans shall be stamped by the CONTRACTOR as the CITY is not providing signal design.~~

(5) STREET LIGHTING DESIGN. The CONTRACTOR will design street lighting conduit, light pole locations, handhole locations, and controller locations and will provide a draft set to the CITY (for both Temporary during construction lighting and Final permanent proposed lighting). The CONTRACTOR shall prepare final plans. The CONTRACTOR will develop quantities, prepare specifications and prepare

details. The CONTRACTOR shall provide plans, specs, and quantities for required removal of existing light bases. The final lighting plans shall be stamped by the CONTRACTOR as the CITY is not providing lighting design

(6) FIBER OPTIC COMMUNICATIONS DESIGN. The CONTRACTOR will design fiber conduit, including handholes, splices, and expansion loops and provide draft set to the CITY (for final proposed fiber and connections to existing fiber). The CONTRACTOR shall prepare final plans, develop quantities, prepare specifications, prepare details, and items necessary for complete plans and specifications. The MANUAL details and specs for fiber optic communications are not used in the CITY. The CITY anticipates that new fiber may be installed and some state owned fiber may need to be relocated. The CITY will provide example plan details and specifications from other recent similar projects which should help guide the CONTRACTOR in preparing the plans and specs. The final fiber optic communications plans shall be stamped by the CONTRACTOR as the CITY is not providing fiber design.

(7) STORM SEWER DESIGN. The CONTRACTOR shall prepare all storm sewer designs necessary to adequately drain this project under the guidance of the City of Madison. The City of Madison shall provide guidance and limited initial layout suggestions in the form of redline documents and shall review the design and provide subsequent redline documents. The final plan shall be stamped by the CONTRACTOR as the City of Madison is providing guidance not design.

The CONTRACTOR shall complete the design details and prepare final plans, develop quantities, prepare specifications, prepare details, and any other items necessary for complete plans and specifications. The details and specs of the MANUAL may not apply. The CITY will provide example plan details and specifications from other recent similar projects which should help guide the CONTRACTOR in preparing the plans and specs. The CONTRACTOR shall provide plans, specs, and quantities for required removals of unused pipes if any.

The CONTRACTOR shall provide the CITY with an existing structure survey which is to include information on invert elevations on all pipes within the structure, a visual inspection on the structural condition of the structure, a measurement of the available adjustment, and a floor elevation for the structure. The CONTRACTOR shall provide the CITY with a proposed structure inventory to include depth of structure, invert elevations of all pipes at the structure and a comment on the physical feasibility of construction of such a structure. All structures that cannot comply with the City of Madison standard specifications for a precast shall be required to be poured-in-place and shall be called out to be poured in place. Precast structures shall only be allowed on the job at the time of construction after final elevations have been determined, ULO's have been completed, reviewed and approval of the Construction Engineer is given. All storm sewer pipes and

structures including those to be removed or adjusted shall be given a pipe or structure number which shall be listed adjacent to the stationing in the miscellaneous quantities table. The structure or pipe number shall also be shown adjacent to the appropriate structure or pipe both in the plan and profile views.

The CONTRACTOR shall provide a storm sewer design that considers adjacent drainage areas, future drainage areas, and allowable discharge points. The storm design deliverables shall also include all design calculations, design reports, modeling files and related support files that were used to size and design the storm sewer system, which may include any necessary stormwater quality devices or treatment, as applicable. The CITY shall assist the CONTRACTOR in delineating the drainage areas and determining future land use. The CONTRACTOR shall investigate potential utility conflicts for storm sewer replacements. All surveying and soil borings described in previous sections must be included for this potential storm sewer route. Storm sewer designs shall be completed in accordance with the City of Madison Ordinances, Chapter 37, and shall include, but not be limited to all necessary TSS, detention requirements, and sizing requirements.

All storm sewer shall be designed to a minimum of the 10-year design event based on the NOAA Atlas 14, MSE4 NRCS Rainfall Distribution; any storm sewer that serves enclosed depressions shall be sized to the 100-year rainfall event. Where there are culvert crossings or greenway crossings the crossing shall be required to safely pass the 100-year storm event. ~~The CITY has recently completed the Pheasant Branch Watershed Study in this area. Proposed recommendations for the regional storm sewer sizing and general configuration can be found in the report, which is available on the CITY'S website. The regional storm sewer is estimated to be a 6ftx12ft box culvert. All box culvert design and construction shall follow the City of Madison Standard Specifications for Public Works Construction. Local storm sewer design is not included in this report. An XP SWMM model is available for use to assist with design. This is a high level model and should be used as a tool. Additional modeling work and design is expected. The CONTRACTOR shall provide design for the entire regional 6ftx12ft storm sewer (noted in the Pheasant Branch Report as the Target Area Relief Sewer) from the existing pond at the SE quadrant of the intersection of Commerce Drive and Mineral Point Rd to the outlet in the greenway on S. High Point Rd, to allow for future construction. This will entail investigation into open cut or boring for installation of pipe across the beltline bridge and or ramps, including estimates of costs and draft specification for each method. Areas outside of the project limits shall be designed to a minimum of 90% drawings to ensure the design will be able to be completed and constructed when the final phases are constructed in the future.~~

The CONTRACTOR shall be responsible for all design questions and clarifications during bidding and shall be responsible for redesigns during construction and during the ULO / utility exploration. The CITY shall review precast approvals/shop

drawings to verify submittals meet the CITY'S design criteria however the CONTRACTOR shall be responsible to verify the drawings match the design that is proposed.

(8) SANITARY SEWER AND WATER MAIN DESIGN.

Water Main shall remain in place and be designed around as preference. Contractor shall include allowance for a few short relocations of Water Main and/or Hydrant leads in design as necessary.

Sanitary Sewer shall remain in place and be designed around as preference. Contractor shall include allowance for a few manhole adjustments in design as necessary.

(9) CONSTRUCTION REQUESTS FOR INFORMATION

Please include a set amount for \$25,000 as an itemized separate if authorized item hourly, not to exceed amount for design related questions during the Construction Contract.

L. STRUCTURE PLANS

(1) Contractor shall design Retaining Walls and railing as needed to support path construction. Anticipate needing wall the entire run of path length, at times a wall may be required on both sides of the path.

(2) A Structure Survey Report shall be prepared by the CONTRACTOR in accordance with the procedures set forth in the MANUAL. The preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheets of the completed structure plans.

(3) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.

(4) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.

(5) When the plans for a structure have been completed the CONTRACTOR shall furnish the DEPARTMENT with plans for review and examination. The CONTRACTOR shall also provide plans to the CITY.

(6) The CONTRACTOR shall submit for review and examination all specifications for items of work in the Structure Plans which are not covered by the MANUAL and such amendments to or revision of the MANUAL as may be required to properly cover the work contemplated by the plans.

(7) Plans will be subject to review and examination by the CITY and the DEPARTMENT. Such review and examination may be made on the site of the PROJECT.

(8) Along with the plan for structures the CONTRACTOR shall submit one copy or reproduction of the design computations for the DEPARTMENT'S review and permanent file.

(9) The CONTRACTOR shall furnish such other pertinent information and data with respect to the plans and design as the CITY or DEPARTMENT may request.

(10) The CONTRACTOR shall check the shop drawings for the fabrication of structural steel, if necessary.

M. PLATS

(1) The CONTRACTOR shall prepare a Transportation Project Plat as defined in the MANUAL under Chapter 12, except as noted under (3), (6), (7), (8) and (9) below.

The CONTRACTOR shall include in the right of way plat storm water drainage easements outside of the proposed right of way if required.

The CONTRACTOR shall include access easements required to perform the construction

(2) Title searches shall be provided by the CITY.

(3) Right of way descriptions shall be provided by the CONTRACTOR for all individual parcels of all land interests to be acquired under the approved

Transportation Project Plat for the PROJECT. Descriptions for each Fee, PLE (Permanent Limited Easement) and HE (Highway Easement) parcel area shall contain retraceable metes and bounds descriptions along with being in accordance with the provisions as set forth in the MANUAL under Chapter 12-10-20.1, or in the case of platted property by suitable reference to the platted data. The description of each of the above land interests shall be an individual metes and bounds traverse of the right of way from a recovered U.S. Public Land Survey Corner (USPLSC) to, and through the entire land interest tract. TLE (Temporary Limited Easement Areas shall be described in accordance with the provisions as set forth in the MANUAL under Chapter 12-10-20.1.

- (4) The CONTRACTOR shall prepare the descriptions using Microsoft Word.
- (5) The CONTRACTOR shall field locate and temporarily mark the new right of way boundaries and easements in a manner which will facilitate the appraisal by others of all affected parcels.
- (6) The CONTRACTOR shall monument the new and existing right of way boundaries in accordance with the procedures outlined in the MANUAL. All changes in direction and points of curvature along the external boundary of the transportation corridor shall be monumented and any existing monumentation disturbed or destroyed during construction replaced in their original positions.
- (7) The CONTRACTOR shall show all utility easement locations on the Transportation Project Plat along with referencing the source document number which applies to the utility easement.
- (8) The CONTRACTOR shall be required to locate all existing survey boundary monumentation that exists along the perimeter of the portion of any corridor subject to the Transportation Project Plat. The CONTRACTOR shall also be required to locate all monumentation necessary to establish any property line that will bound an anticipated fee acquisition area. All monumentation used for the establishment of right-of-ways and parcel boundaries shall be shown and type of monument noted on the Transportation Project Plat. This all being in addition to the location of existing monumentation required as defined in the MANUAL under Chapter 12.
- (9) For Fee, PLE and HE Acquisition areas, the CONTRACTOR shall determine, show and dimension all of the boundary lines comprising each individual fee, PLE or HE parcel shown on the Transportation Project Plat. All corners of the fee parcels that lie along the final external limits of the final transportation corridor shall be monumented with the appropriate type monument as provided for as defined in the MANUAL under Chapter 12. The above requirements for legal descriptions shall apply to each Fee, PLE or HE Acquisition parcel.

N. ELECTRONIC DATA SUBMITTAL.

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

Design files shall be submitted in Wisconsin County Coordinate System space (US Survey Feet). Level schematics will be provided by the CITY at the CONTRACTOR'S request.

The CONTRACTOR shall submit LandXML files of all alignments, profiles and surfaces, and cross sections or the CONTRACTOR may submit Civil3D data containing the corridor(s), corridor surface(s) and all associated data. If submitting Civil3D data, the corridor(s) shall be complete and sufficient for use in construction stake-out without errors or busts.

O. TRAFFIC

~~(1) The CITY will provide traffic counts and projections. The CONTRACTOR shall provide a synchro traffic model for the project. Synchro shall be used for intersection signalization.~~

P. SERVICES PROVIDED BY THE CITY

The CITY will provide to the CONTRACTOR the following for the PROJECT:

1. As-built plans and municipal utility plans as available.
2. ~~Traffic counts and projections per section O.~~
3. Air photography to be used as a reference only.
4. City Official Map as available
5. Names of adjacent property owners.
6. List of known utilities and contacts.
7. Data available for use in preparation of the plans
8. Mailing lists and labels of property owners
9. Existing utility (water and sanitary) system maps.
10. Computation of special assessments.
11. Cost sharing categories.
12. Title Searches.
13. ~~Free Inventory~~

Q. TIMING OF SUBMITTALS

1. The CONTRACTOR shall submit the Final PS & E to the CITY for approval prior to submitting the Final PS & E to the DEPARTMENT.

2. The Final PS & E submittal to the DEPARTMENT shall be no less than sixty (60) days prior to the PS & E submittal to the Central Office.
3. The CONTRACTOR shall provide a Project Schedule to the DEPARTMENT within thirty (30) days of Notice to Proceed. The CONTRACTOR shall provide an update of this schedule on a monthly basis.

R. PROSECUTION AND PROGRESS

- (1) The CONTRACTOR proposes to sublet services to
 - (a)

(2) The following items of work will be completed and submitted to the CITY by the indicated dates, if CONTRACTOR has received the Notice to Proceed by Sep 13 2024.

	<u>DATE</u>
ENVIRONMENTAL	
Section 106 Review	
Environmental Document	_____
Preliminary Road Plan	_____
Pavement Design Report	_____
FINAL DESIGN	
Design Study Report	
Right-Of-Way Plat(s)	_____
Final P.S. & E.	August 2027
Construction	Spring 2028

In the event that the CITY's notice to commence work is issued after the date scheduled to commence work listed above, the dates herein are amended by the number of days the notice to commence work is after the date listed above.

S. SPECIAL ASSESSMENTS

(1)The CONTRACTOR shall provide exhibits for the CITY for hearings regarding the special assessments for the project. The CITY shall compute the special assessments based on the quantities and estimate provided to the CITY by the

CONTRACTOR.

T. CITY REVIEW OF PLANS AND SPECIFICATIONS

(1) 30% Review

The CONTRACTOR shall provide the CITY plans at 30% completion for review. The CITY shall provide written review comments to the CONTRACTOR within 30 calendar days.

(2) 60% Review

The CONTRACTOR shall provide the CITY plans at 60% completion for review. The CITY shall provide written review comments to the CONTRACTOR within 30 calendar days.

(3) 90% Review

The CONTRACTOR shall provide the CITY pre-final plans for review. The CITY shall provide written comments to the CONTRACTOR within 30 calendar days. The CONTRACTOR shall provide a written response to each of the comments the CITY provides. The CONTRACTOR shall meet with the CITY to discuss the comments prior to submitting the final plans for bidding. The CONTRACTOR shall provide revised drawings for the CITY to review prior to submittal to the DEPARTMENT.

(4) The CONTRACTOR shall confer with the CITY before preparing the P.S.&E. package to determine the appropriate number of categories for local cost sharing.

2.10. Schedule for Design Services.

The City of Madison wishes to complete the design and bidding of this project in 2024-2027. Construction would begin the spring of 2028. The current Project Schedule is shown below. It is anticipated that the construction date could be accelerated if federal funds are available. It is understood that, in final discussion with the selected Consultant, dates may be modified for delays which are beyond the control of the Consultant. A notice to proceed will be provided in

Sep 2024.

RFP Notice	Jul 12, 2024
RFP Questions Due	Jul 26, 2024
RFP Question Response	Aug 2, 2024
Receive Proposals	Aug 9, 2024
Council Approval	Sep 10, 2024
PS&E to WisDOT	Aug 1, 2027
Start Construction	Mar 15, 2028

Section 3: Required Information and Content of Proposals

3.1. General Organization and Information Required

Consultants are encouraged to keep proposals short and to the point, and to observe any specific page limitations stated below. No specific format is required, but it is best if it corresponds generally to the items of information requested below. Please provide both paper and pdf version of proposal.

3.2 Specific Qualification Information Required in Proposals

1. List the size of your staff engaged in this type of design service. Include professional engineers engaged in road design, landscape architects, planners, architects, public artists, street lighting engineers, technicians, and clerical assistants. If yours is a branch office, include only those personnel that work in your office. If work is taking place out of more than one office, list the size of the staff for each office individually. Also include information for sub-consultants if applicable.
2. State the professional registration, education, and general experience of staff personnel that would be assigned to this work. Indicate what role the various staff will have in the project. A flow chart can be helpful. Also include information for sub-consultants if applicable.
3. List 3-4 similar projects the Project Engineer for this project has completed recently and similar projects managed by the office working on this project that have been completed in the last 10 years. List the design year, project engineer, client contact person, and telephone number for each.

4. What experience do you have working with property and business owners, multiple City agencies, and other stakeholders in developing plans for the streetscape design of a major urban street, and how would you propose to do it here? (Limit the response to this question to one page)

5. What methods would you use in approaching this project. What unique design issues are involved in the project and how will the consultant deal with these special design issues. (Limit the response to this question to two pages)

3.2 Specific Cost Information Required in Proposals

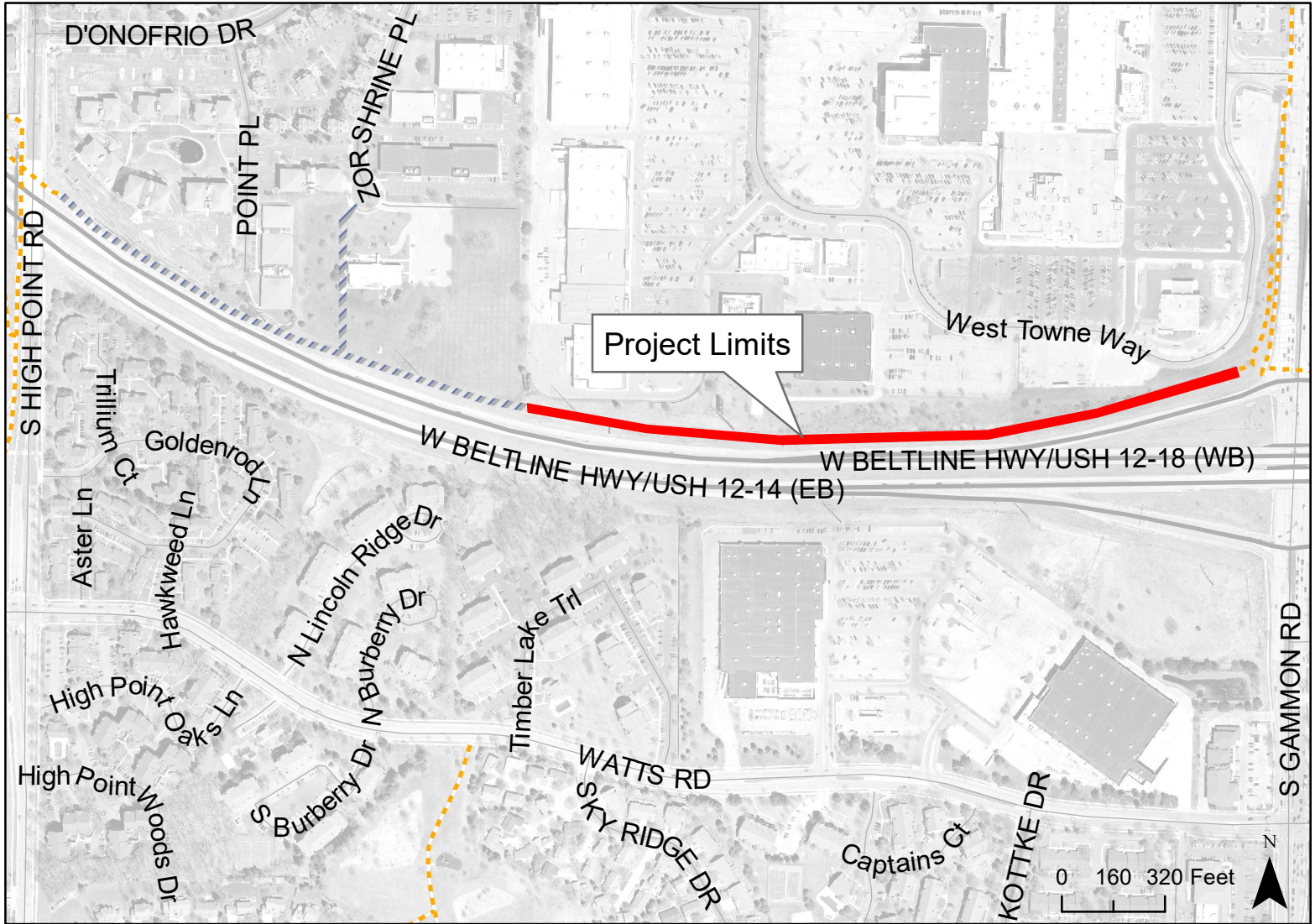
Compensation for Services: Provide your proposed costs, stated as hourly costs, not-to-exceed figures for the stated scope of services, broken down at minimum into the following line items:

Preliminary Design, Environmental Document	\$ _____
Final Design, including PS&E Roadway Plans	\$ _____
Structural Design including PS&E	\$ _____
Additional If-Authorized Items	\$ _____
 Total Not-to-Exceed Cost	 \$ _____

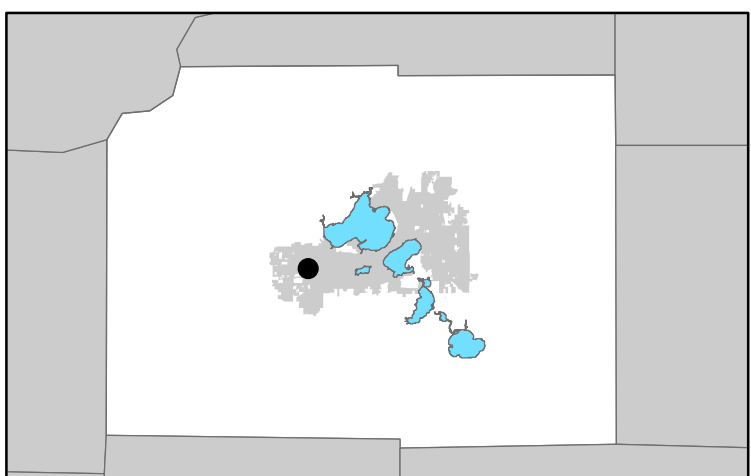
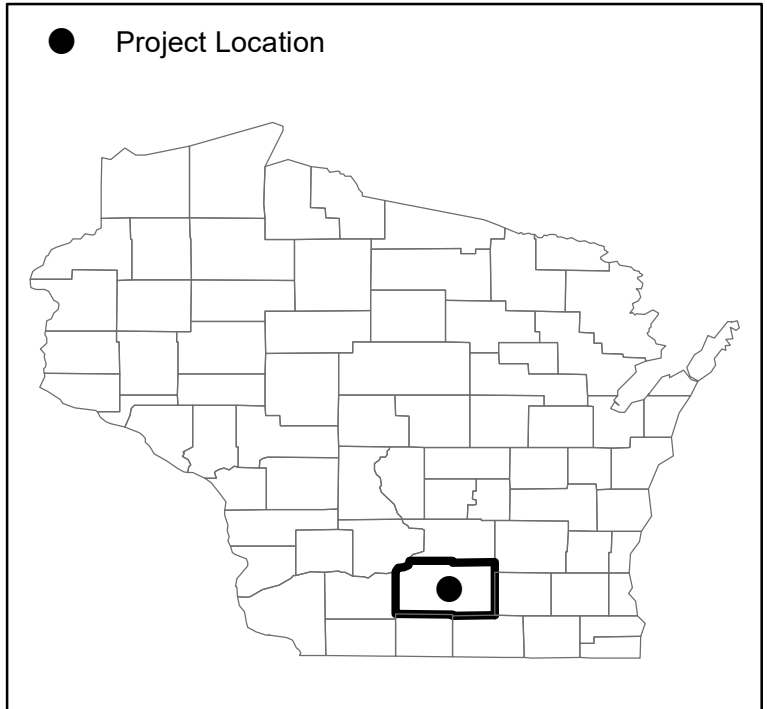
[End of RFP]

West Towne Path Phase 2B
Zor Shrine Place to S. Gammon Road
City Project # 12614

City: Madison
Bike Path
County: Dane



- 2028 Bike Path Construction (This RFP)
- 2025 Proposed Bike Path (Designed by others)
- Existing Bike Path Network





INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

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

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

All contractors:

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

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

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

Insurance Instructions:

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

Proof of all insurance required in the contract must be shown. Use City’s certificate at this link:
<http://www.cityofmadison.com/finance/documents/certinsurance.pdf>

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

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

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City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Roadway Design Engineering)

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 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.**

- A. The Contractor shall perform services related to the City of Madison's transportation improvement project, hereafter referred to as PROJECT, and described as follows:
The Reconstruction of the following roadway segments:
West Towne Path from Zor Shrine Parcel to Gammon Road
- B. The CONTRACTOR shall provide design engineering services for the PROJECT in accordance with the following Exhibits:
Exhibit A – Project Location Map
- C. This Contract also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this Contract expressly excludes a provision thereof or the context of this Contract clearly indicates an entirely different understanding of the parties. The manuals may be accessed here: <https://wisconsin.gov/Pages/doing-business-with-wisconsin/eng-consultants/cnslt-rsrcs/rdwy/fdm.aspx>
- D. The CONTRACTOR shall complete all work on this project within _____ calendar days following receipt of authorization to proceed.
- E. The CONTRACTOR will be compensated by the CITY for services provided under this Contract on the basis of hourly costs, not to exceed, as follows:
 - (1) For Preliminary Design, Environmental Document \$ _____.
 - (2) For Final Design, Path Plans including PS&E \$ _____.
 - (3) For Structure Plans including PS&E \$ _____.
 - (4) For Additional If Authorized Items \$ _____.
 - (5) The CONTRACTOR's total cost for all services under this Contract shall not exceed \$ _____.
- F. The CONTRACTOR shall submit invoices, on the form or format similar to that specified in the State of Wisconsin Facilities Development Manual, not more often than once per month during the progress of the Services, for partial payment on account, for the authorized Services completed to date. Invoices shall also include documentation of individual employees who worked on the project, hours worked, pay rate and task performed. Progress reports documenting the extent of completed services shall be prepared by the CONTRACTOR and submitted not less than quarterly according to the Facilities Development Manual.

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 Exhibit(s) or other attachments 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 from insert start and end dates for the contract as a whole.

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.

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, except any city-approved subcontracted 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, devisee, 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 fewer	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

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

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

- A. Cancel, terminate or suspend this Contract in whole or in part.

- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of ten percent (10%) 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:	Jim Wolfe, P.E., City Engineer 210 Martin Luther King Jr. Blvd., Rm. 115 Madison, WI 53703
---------------	--

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 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 AND FORUM SELECTION.**

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**
The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.
22. **CONFLICT OF INTEREST.**
A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.
23. **COMPENSATION.**
It is expressly understood and agreed that in no event will the total compensation under this Contract exceed the amount stated in section 3, Scope of Services.
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, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and 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: _____

(Witness)

Date: _____

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

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:
Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.



CITY OF MADISON

1. **General.** Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
 2. **Entire Agreement, Order of Precedence.** These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
 4. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
 5. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
 6. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
 7. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
 8. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
 9. **Award.**
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
 10. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Affirmative Action.

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

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

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

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

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

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

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

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

or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- a. Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - d. Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
- The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.

c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- Withholding of payments under an existing contract.
 - Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - Termination, suspension or cancellation of a contract in whole or in part.
 - Nonrenewal when a contract calls for optional renewals.
 - Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

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

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

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

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

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

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

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

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

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

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

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