

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 8659-0-2017-BO

Title: James Madison Park Master Plan and Shelter Design

City Agency: Parks Division

Due Date: Friday, September 8, 2017
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Parks Division ("City") is soliciting Proposals from qualified vendors for James Madison Park Master Plan and Shelter Design. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

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

Issue Date: Monday, August 14, 2017
Questions Due Date: Monday, August 21, 2017
Answers Posted Date: Wednesday, August 30, 2017
Due Date: Friday, September 8, 2017, 2:00 PM CST

1.3 Format

Submit Technical and Cost Proposals (Form D) in separate, distinct parts within the proposal package.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted.

Cost Proposal (Form D): Two Copy
Technical Proposal: Three Copies
Electronic Proposal: One (1) complete copy. Cost and Technical Proposals should be separate files.

The City will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through E to City of Madison Purchasing Services by Friday, September 8, 2017, 2:00 PM CST.

1.4 Labeling

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 8659-0-2017-BO
Title: James Madison Park Master Plan and Shelter Design
Due: Friday, September 8, 2017, 2:00 PM CST

All email correspondence must include RFP #8659-0-2017-BO in the subject line.

1.5 Delivery of Proposals

Delivery of hard copies to: City of Madison Purchasing Services
City County Building, Room 407
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Delivery of electronic copy to: via email to bids@cityofmadison.com
or on a commonly used media with the hard copies.

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Appendix B: Sample Contract for Purchase of Services

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

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$25,000 or more for the calendar year in which the PO and/or Contract takes effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan (www.cityofmadison.com/dcr/aaFormsVS.cfm) designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. The Model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: www.cityofmadison.com/dcr/aaForms.cfm or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910.

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: If Contractor employs 15 or more employees, regardless of dollar amount, Contractor must notify the City of all external job openings at locations in Dane County, WI and Contractor agrees to interview candidates referred by the City or its designee. Job posting information is available at: www.cityofmadison.com/dcr/aaJobSkillsBank.cfm.

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

1.9 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.10 City of Madison Contact Information

The City of Madison Enter the City Agency is the procuring agency:

Sarah Lerner
City of Madison Parks Division
PH: (608) 261-4281
slerner@cityofmadison.com

The City of Madison Purchasing Services administers the procurement function:

Brittany O'Donnell
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 243-0529
FAX: (608) 266-5948
bids@cityofmadison.com

For questions regarding Affirmative Action Plans please contact:

Contract Compliance
Department of Civil Rights
City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcr@cityofmadison.com

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

1.11 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Services administrator listed in Section 1.10.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any

addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

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

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

1.14 Local Vendor Preference

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

1.15 Oral Presentations/Site Visits/Meetings

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

1.16 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of

90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

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

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

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

1.20 Usage Reports

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

1.21 Partial Award

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

1.22 Tax Exempt

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

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Proposers Responsibility

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

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Introduction

The City of Madison Parks Division is seeking proposals from qualified and experienced Consultants to update the park master plan and prepare a park shelter design for James Madison Park, located at 614 East Gorham Street in Madison, WI.

The park master planning process shall include review of existing conditions and regulatory requirements, design development, and conducting a robust neighborhood and community engagement process. The Consultant must prepare the master plan in accordance with *The Statement of Policy and Guidelines for Master Plan Activities within the Park System*, as adopted by the Board of Park Commissioners on February 10, 2016 (Attachment 1). The final product of this effort will be a park master plan and master plan report for approval by the Board of Park Commissioners.

The shelter design process shall include evaluating existing reports and conditions of the existing shelter building, developing a programmatic consensus and potential design solutions for either modifying the existing building or constructing a new shelter. The final product of the shelter design process will be a shelter design at 60% construction documentation; additional services may be contracted for to complete 100% construction documents at a later date.

The scope of this project includes the following phases:

- Phase I: Site Investigations and Assessment
- Phase II: Design Development - Schematic Park Master Plans and Park Shelter Designs
- Phase III: Draft and Final Park Master Plan & Park Shelter Design

Part of the scope of this project includes a robust neighborhood and community engagement process. The Consultant shall be responsible for engagement throughout the planning process including planning, organizing and facilitating public events, meetings, focus group discussions, etc. This process will be integral to the plan development and design, incorporating the objectives of the surrounding neighborhoods, general public, stakeholders, regulatory agencies and the City of Madison.

The engagement process identified in this plan has been developed as part of the Racial Equity and Social Justice Initiative (RESJI). The Consultant shall review the attached RESJ Tool (Attachment 2) for a better understanding of the intended outcomes of the engagement strategy. As part of this RFP the Consultant shall submit their proposed process for neighborhood and community engagement, as outlined under PHASE I SITE INVESTIGATIONS AND ASSESSMENTS and REQUIRED INFORMATION AND CONTENT OF PROPOSALS.

The Consultant shall also attend key meetings with city staff, and present information to various city committees, local, state and federal regulatory agencies and commissions

2.2 Background

James Madison Park is a 12.63 acre lakefront community park located in downtown Madison, Wisconsin. The park property includes several buildings that are City Landmarks and on the National Register of Historic Places. Additional historical information is available in Attachment 3: James Madison Park History. The James Madison Park Existing Park Master Plan (Attachment 4) shows existing major park features. James Madison Park currently has the following park elements:

- 2 Basketball courts
- A lifeguarded beach
- Benches
- Bike racks

- A Canoe/Kayak Launch
- Drinking Fountain
- Pedestrian Lighting
- Picnic Tables
- Pier
- Rentable Canoe/Kayak Racks
- 1 Volleyball Court
- Paved Trails
- Two privately owned buildings on with ground leases (Ziegelman House and Worden House)
- Open playfields
- 2 Playground areas
- 1 Parking Lot
- Landscaped gardens maintained by volunteers
- A landscaped garden maintained by Olbrich Botanical Society
- Shelter building with restrooms and rooftop garden
- Gates of Heaven Synagogue – National Register of Historic Places and City Landmark
- Collins House – National Register of Historic Places and City Landmark
- Lincoln School – National Register of Historic Places and City Landmark
- Bernard Hoover Boathouse – National Register of Historic Places and City Landmark

In the past several years, improvements have been made to the park including reconstruction of the existing parking lot and basketball courts, concrete sea wall and path improvements, new landscaping, shoreline reconstruction improvements, and improvements to the existing playground.

Several public and private utilities exist on site. A map of existing utilities is shown in Attachment 5: James Madison Park Existing Utilities.

James Madison Park has a variety of programmed and non-programmed activities. The park is used extensively for informal recreation such as walking, yoga, sun bathing, fishing, Frisbee, picnicking, etc. and is also reserved for events, classes & private parties. In 2016, the following reservations were placed at James Madison Park:

- James Madison Park Shelter: 62 reservations
- The Gates of Heaven Synagogue at James Madison Park: 152 reservations

The following attachments shall be reviewed in the preparation of this proposal:

- Attachment 1: Statement of Policy and Guidelines for Master Plan Activities within the Madison Parks System
- Attachment 2: Racial Equity and Social Justice Tool for James Madison Park Master Plan and

Shelter Design Request for Proposals

- Attachment 3: James Madison Park History
- Attachment 4: James Madison Park Existing Park Master Plan
- Attachment 5: James Madison Park Existing Utilities
- Attachment 6: James Madison Park Lands Record/Restrictions Overview
- Attachment 7: Example Activity Log
- Attachment 8: James Madison Park Shelter Building Condition Assessment & Study
- Attachment 9: James Madison Park Shelter Asbestos & Lead Inspection and Bulk Sampling Report
- Attachment 10: Project General Requirements
- Attachment 11: Project Deliverables

The Consultant shall be required to conform to the requirements set forth in Attachment 10: Project General Requirements and Attachment 11: Project Deliverables.

2.3 Timeline

Phases I through III shall be completed by October 1, 2018. Neighborhood and community engagement within each phase may overlap. The following timeline is an example of the schedule that shall be followed by the Consultant; include a timeline with your proposal that identifies any proposed deviations.

	2017					2018								
	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	August	September
Phase I														
Phase II														
Phase III														

PHASE I: SITE INVESTIGATIONS AND ASSESSMENT

Phase I shall require the Consultant to collect and analyze all existing information pertinent to the project. This phase shall include conducting a detailed site analysis, shelter profile development, as well as facilitating a robust engagement process. Phase I is broken into three components: Site Analysis; Shelter Facility Profile Review; and Neighborhood and Community Engagement & Coordination.

1. **Site Analysis:** The Consultant shall review existing information related to the site and shelter and their implications to the development of the master plan and shelter design. This task shall include but not be limited to the review and assessment of the historical and cultural features, existing conditions, current uses and maintenance practices.
 - a. **Historical and Cultural Significance:** The Consultant shall prepare an assessment of the existing historical influences and landmarks and how they pertain to the development of a master plan for James Madison Park as well as regulatory approvals. The Consultant shall contact the Wisconsin Historical Society to review long-range design considerations for the continued development of the park and shelter.
 - b. **Existing Conditions:** The Consultant shall review and assess the existing site conditions including but not limited to conditions, utilities, transportation, and neighborhood context as part of this phase. The Consultant shall also research and determine regulatory requirements related to development of the site and shelter, and shall become familiar with existing relevant planning documents developed by the city and other agencies pertaining to this site. The City of Madison will provide CAD data collected as shown in Attachments 4 and 5. Topographic information for this site has been derived from imagery datasets and will be provided to the Consultant. During the design it may become apparent that additional areas may need to be surveyed. Such additional work shall be scheduled and completed by the city. Preliminary site information for bidding purposes has been included in this RFP – see Attachments.
 - i. **Environment:** As part of the environmental review, the Consultant shall assess existing and proposed topography, views & vistas, drainage features and patterns, shoreline stability, soil suitability for construction, major vegetation, wetland and floodplain information, and landscaping. The Consultant shall prepare an assessment of vegetation, general soil analysis and hydrology of the watershed, and an assessment of potential shoreline treatments as part of the plan development.
 1. A certified arborist shall inventory existing trees > 4" dbh and identify species, size (dbh), and condition of tree. Inventory shall be performed using metal or durable plastic tree ID tags attached to trees which will then be surveyed by the City of Madison.

2. The Consultant shall provide hydrological data, including floodplain boundaries, watershed analysis, all of which may impact the development of the park. The City will obtain soil borings at locations at locations identified by the Consultant.
 3. A wetland delineation shall be completed by an assured delineator, as defined and recognized by the Wisconsin Department of Natural Resources. The Consultant shall provide a written report, which shall be used in Department of Natural Resources and United States Army Corp of Engineering's permit applications. The city shall record all wetland boundaries once the wetland flagging has been completed by the assured delineator.
 4. The Consultant shall complete a geotechnical investigation of the site based on the schematic development of the master plan and shelter design. The scope of the investigation, including boring locations and depths, as well as any soil analyses, shall be determined by the Consultant and their geotechnical engineer and approved by the city. The investigation shall determine the suitability of existing conditions for development and/or measures necessary to provide a stable foundation for proposed development. Borings advanced at this site shall provide a continuous core. A geotechnical report, based on the site investigation, shall be compiled by a professional geotechnical engineer and shall include: a map of boring locations, continuous boring log data, observed groundwater data, soil analytical data, and all geotechnical recommendations for proposed development.
 5. The Consultant shall review existing plans related to recreational and environmental improvements to Lake Mendota. The shoreline assessment and recommendations shall conform to requirements set forth by the City of Madison, the Wisconsin Department of Natural Resources and the Army Corp of Engineers.
 6. The Consultant shall review existing major site elements such as walls, pavement, railings, etc. to determine their condition and any safety hazards.
- ii. *Utilities:* The Consultant shall review and assess existing utility information including public and City of Madison Parks Division owned utilities and their capacity to accommodate improvements. Review of utilities shall include review of local stormwater permitting requirements for infiltration, including but not limited to, sediment reduction, and oil & grease control. Utilities that shall be evaluated include, but are not limited to storm sewer, sanitary sewer, water service, communications, electrical, plumbing, and mechanical. The Consultant shall not be required to review the physical condition or televise the existing storm or sanitary sewer.
 - iii. *Transportation:* The Consultant shall review existing transportation conditions and planning documents that are relevant to the development of facilities at James Madison Park. The Consultant shall review and assess internal transportation including but not limited to: existing vehicular circulation; parking requirements; ADA compliance; public transportation options and pedestrian circulation and linkages. The Consultant shall not be required to review the physical condition of the park pavement.
 - iv. *Regulatory Requirements & Land Records Data:* The Consultant shall be familiar with all relevant ordinances, regulatory requirements, committees and agency reviews that will impact design and construction of facilities at James Madison Park including, but not limited to the City Madison, Wisconsin Department of Natural Resources, Wisconsin Department of Professional and Safety Services,

Madison Dane County Public Health, and the Wisconsin State Historical Society. Development and use of the property is restricted by various recorded documents including grant agreements through the Wisconsin Department of Natural Resources Stewardship fund. The Consultant shall be required to review existing land records (provided by the City) to identify any potential limitations to development based on the recorded legal documents.

- v. *Relevant Planning Documents:* The Consultant shall become familiar with all planning documents relevant to development of facilities in James Madison Park including, but not limited to the Tenney Lapham Neighborhood Plan, the Mansion Hill Neighborhood Plan, the 2012-2017 Park and Open Space Plan, the City of Madison Downtown Plan, the 2018-2022 Park and Open Space Plan (in progress), etc.
 - vi. *Neighborhood Context:* The Consultant shall review the existing neighborhood context and its relationship to park facilities. The Consultant shall review surrounding structures, property uses and impacts.
- c. **Current Uses and Maintenance Practices:**
- i. *Current Uses:* The Consultant shall review existing park activities and uses at James Madison Park to inform the design of the master plan and park shelter design. The Consultant shall visit the park at times identified below, and complete observation activity logs (Attachment 7) at each site visit. Each site visit shall include a minimum observation time of 30 minutes, as well as intercept interviews with park users. City staff will train the Consultant on how to complete the observation activity logs. The Consultant shall, at a minimum, conduct site visits and complete observation activity logs as follows:
 - 1. October - December
 - a. (1) site visit between 5 am - 11 am
 - b. (1) site visit between 11 am – 1 pm
 - c. (1) site visit between 1 pm – 5 pm
 - d. (1) site visit between 5 pm – 10 pm
 - 2. January – March
 - a. (1) site visit between 5 am - 11 am
 - b. (1) site visit between 11 am – 1 pm
 - c. (1) site visit between 1 pm – 5 pm
 - d. (1) site visit between 5 pm – 10 pm
 - 3. April – June
 - a. (1) site visit between 5 am - 11 am
 - b. (1) site visit between 11 am – 1 pm
 - c. (1) site visit between 1 pm – 5 pm
 - d. (1) site visit between 5 pm – 10 pm

The Consultant shall summarize data collected through the site observations as part of the master plan report.

- ii. *Maintenance Practices:* The Consultant shall consider how proposed improvements may affect the parks long-term maintenance requirements, its flexibility to accommodate future uses, the preservation of the facility's historic character and the potential impacts on the surrounding neighborhood.
2. **Shelter Profile Development:** The Consultant shall review all available information regarding the park shelter and evaluate programming needs to develop a profile that provides clarity and consensus regarding the purpose and goals for the shelter in James Madison Park.

- a. The Consultant shall develop a shelter profile identifying the desired future programming and programming opportunities for the park shelter. The profile shall provide clarity and consensus regarding the purpose and goals of the shelter based on feedback from staff at all levels and from community members. The Consultant shall identify information regarding future trends and information on programming will be provided to help all stakeholders understand possible future programming expansion opportunities. There should also be an understanding that expanded programming will have budgetary limits both from a capital and operational perspective. The park shelter profile shall determine the functional space needs. The park shelter profile shall include written text documents and graphics for space relationships, analysis of operational functions including human (public and staff), vehicular and material flow patterns, flexibility and expandability, special equipment and systems, and site requirements.
 - b. The Consultant shall develop program requirements that include space listing by function and size, relationship diagrams, space program documentation, stacking plans and flow diagrams. The space program shall provide proposed gross facility square feet areas and space requirements listed by uses/room name. The space program elements shall include all floors and areas.
 - c. In 2013, Destree Design Architects performed a building condition assessment and study of the James Madison Park Shelter (Attachment 8). This study provided three (3) options for rehabilitating the existing building into a more functional facility for the park. As part of this contract, the Consultant shall review and evaluate the potential options provided by Destree Design Architects, as well as investigate the feasibility and potential for a new park shelter. This phase of the project shall determine if the desired programmatic and functional needs can be met by rehabilitating the existing shelter, or if a new building is required. The following conditions shall be evaluated:
 - i. Building structural components
 - ii. Roof structural and membrane
 - iii. Building Code & ADA accessibility review
 - iv. Existing utility locations and capacities
 - v. Lighting and electrical sources
 - vi. Existing drainage features and patterns
 - vii. Internal and external pedestrian circulation
 - viii. Emergency access points
 - ix. Historic design characteristics
 - x. Spectator sight lines
 - xi. Parking needs and requirements
 - xii. Potential neighborhood impacts
 - xiii. Construction and demolition costs
 - xiv. Operation and maintenance costs
 - d. The Consultant shall review the Attachment 9 James Madison Park Shelter Asbestos & Lead Inspection and Bulk Sampling.
3. **Neighborhood and Community Engagement and Coordination:** The Consultant shall be responsible for creating an overall engagement strategy which shall be implemented throughout each phase of the project. As part of this RFP, the Consultant shall submit a proposed engagement process; this shall include proposed methods for the neighborhood and community meetings as well as strategies for engaging a diverse cross section of the community including but not limited to surveys, focus group discussions, resident panels, emails, poster and flyer distribution, etc. This shall also include planning and facilitating public events and meetings, and facilitating stakeholder meetings. The Consultant shall be required to attend key meetings with city staff, and present to various city committees, stakeholders, local, state and federal regulatory agencies and commissions as necessary.

The engagement process should include both in depth discussions and dialogue with the neighborhood and the broader community. The engagement strategy should seek to provide innovative and proactive methods to engage people in a variety of methods. The purpose of this engagement strategy is to develop a master plan that benefits a broad spectrum of the population is reflective of the needs of the neighborhood and the community, and is inclusive to people of color and marginalized communities.

Attachment 2: RESJ Tool: Comprehensive Version identifies a list of potential groups to be contacted as part of the master planning engagement process. It is anticipated some of these groups will be contacted strictly via email or mailings, whereas other groups may involve stronger outreach and involvement with deliberate and unique methods to engage them in the planning process. The Consultant shall identify strategies for engagement assuming that there will be varying levels of involvement from the groups identified in Attachment 2. The City of Madison will be responsible for providing contact information for the groups listed in Attachment 2.

Throughout the engagement process, the Consultant shall be required to track the demographics of those engaged in the planning process and shall strive to obtain input from demographics reflective of the City of Madison. The Consultant shall also be required to obtain "benchmark" progress reports from engagement groups as an opportunity for the community to provide feedback on the efficacy of the engagement process at varying stages in the master plan process.

The Consultant shall have sufficient experience to work effectively in a collaborative framework with the surrounding neighborhoods, the general public, city committees, business and industry representatives, service clubs, non-profit organization and school and city elected officials.

- a. Neighborhood and Community Engagement: The engagement process shall be integral to the plan development and design, incorporating the objectives of the neighborhood, stakeholders, regulatory agencies and the City of Madison. Once the Consultant has been selected, the Consultant shall meet and confer with city staff to revise final details of the engagement process. This may include coordination with additional groups, additional meetings and responsibilities, etc. At a minimum, the Consultant shall complete the following tasks as part of Phase I:
 - i. Facilitate a minimum of 2 public meetings with special focus on engaging the surrounding neighborhood.
 - ii. The Consultant shall work closely with city staff to develop the outreach strategies, meeting format, materials, and any presentation materials.
 - iii. Distribute and promote information regarding the master planning process to community organizations, partners, and advocates identified in Attachment 2.
 - iv. Organize and facilitate discussions with groups who represent a broad demographic of park users.
 - v. Attend meetings with stakeholders such as local neighborhood associations, Clean Lakes Alliance, representatives of Madison Metropolitan School District, Mendota Rowing Club, etc. The stakeholder meetings will also be attended by city staff.
 - vi. Prepare a survey to identify neighborhood and community priorities for the project. The Consultant shall distribute and collect hardcopies of the survey at public facilities such as schools, libraries, community centers, etc. The Consultant shall prepare an online survey for distribution by the City of Madison. The Consultant shall coordinate with the City of Madison for distribution of the surveys.
- b. Coordination: The Consultant shall meet with appropriate regulatory agencies to review design considerations for the development of the park master plan and shelter design. For each meeting, the Consultant shall provide appropriate handouts and display

materials and shall be required to take meeting minutes. It is anticipated that the following coordination meetings will occur in Phase I:

- i. One project kick-off meeting with the City of Madison parks staff
- ii. Three progress meetings with the City of Madison parks staff
- iii. Three meetings with city staff (Engineering, Planning and Zoning, Fire)
- iv. Two meetings with state agencies (WDNR, Historical Society, and/or DSPS)

The Consultant cannot move onto Phase II without written permission from the City.

PHASE II DESIGN DEVELOPMENT – SCHEMATIC PARK MASTER PLANS AND PARK SHELTER DESIGNS

1. **Schematic Park Master Plans:** The Consultant shall develop a minimum of three (3) schematic park master plans based on input and analysis from Phase I. The schematic park master plans shall integrate site elements and address infrastructure and impacts to the park. A construction cost estimate shall be included with each option. The Consultant shall develop schematic park plans that include the following:
 - a. Conceptual layout of paths, park amenities, structure locations, shoreline treatments, and other facilities
 - b. Conceptual mass grading
 - c. Conceptual stormwater management and utility design
 - d. Conceptual landscape design
2. **Schematic Shelter Designs:** The Consultant shall develop a minimum of four (4) schematic shelter designs consisting of drawings and other documents illustrating the scale and relationship of the project components including, but not limited to, basic building design floor plans, exterior elevations, building sections, perspective sketches. The shelter designs shall include building renovation concepts design features and building expansion concepts design features. A construction and operational cost estimate shall be included with each option. The cost estimate shall be prepared by a third party estimator to be included on the Consultant's team. These four designs shall address the programming and the purpose and goals, defined as part of the shelter profile review in Phase I. The schematics shall be refined schematics for renovation of the existing shelter, schematics for a new shelter, or schematics showing a combination of renovation and expansion of the existing shelter.
3. **Neighborhood and Community Engagement and Coordination Meetings:** The Consultant shall be responsible for planning and facilitating engagement as well as attending coordination meetings throughout Phase II:
 - a. Neighborhood and Community Engagement: The Consultant shall implement the agreed upon engagement process from Phase I. At the minimum, the Consultant shall complete following tasks as part of the engagement process for Phase II:
 - i. Facilitate one public meeting to present schematic concepts. The Consultant shall work closely with city staff to develop the outreach strategies, meeting format, materials, and any presentation materials.
 - ii. Distribute and promote information regarding the master planning process to community organizations, partners, and advocates identified in Attachment 2.
 - iii. Organize and facilitate discussions with groups who represent a broad demographic of park users.
 - iv. Distribute and obtain benchmark "progress report" from community on engagement process.
 - v. Attend meetings with stakeholders such as local neighborhood associations, Clean Lakes Alliance, representatives of Madison Metropolitan School District, Mendota Rowing Club, etc.
 - vi. Develop meeting agendas, take meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).

- b. **Coordination:** The Consultant shall meet with appropriate regulatory agencies to review schematic plans and designs. For each meeting, the Consultant shall provide appropriate handouts and display materials. The Consultant shall be required to take meeting minutes at these meetings. It is anticipated that the following coordination meetings will occur in Phase II:
- i. Meet with a core advisory staff team to confirm direction of schematic park plan and park shelter designs.
 - ii. Meet and confer with city agencies in preparation of a preliminary master plan and schematics. Agencies include, but not limited to City of Madison Department of Planning, Fire Marshal, Community & Economic Development (Zoning, Planning, Building Inspection), city's Information Technology Department, City of Madison Engineering Division, and Parks Division.
 - iii. Meet and confer with State of Wisconsin agencies in preparation of preliminary master plan and schematics. Agencies include, but are not limited to the Wisconsin Department of Natural Resources and the State Historical Society.
 - iv. Prepare and present information to the City of Madison Development Assistance Team.
 - v. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).

The Consultant cannot move onto Phase III without written permission from the City.

PHASE III: DRAFT AND FINAL PARK MASTER PLAN & PARK SHELTER DESIGN

1. **Draft Park Master Plan:** The Consultant shall refine the schematic park master plans into a draft park master plan based on input received during Phase II. The draft park master plan shall further define site elements, grading, utility design, shoreline treatments, and address operations & maintenance, implementation and constructability, required infrastructure improvements and overall impacts to the park. A construction cost estimate shall be included with the draft master plan. The draft park master plan shall be considered 40% construction drawings. The cost estimate shall be prepared by a third party estimator to be included on the Consultant's team.
 - a. The draft park master plan shall include the following:
 - i. Site Plan including all lot lines; property setbacks; demolished/proposed altered buildings; parking stalls; driveways, paths, sidewalks, location of existing/proposed signage; HVAC/utility locations; park amenities, structure locations, and other facilities
 - ii. Preliminary grading and utility plan (existing and proposed storm sewer, sanitary sewer, water laterals, communications and electrical utility design)
 - iii. Preliminary lighting design
 - iv. Preliminary landscape plan
 - v. Preliminary shoreline typical section and designs
 - b. The Consultant shall be responsible for ensuring that the proposed design improvements meet requirements by agencies including, but not exclusive to the following:
 - i. City of Madison Department of Planning & Community & Economic Development, Planning and Zoning, Traffic Engineering, Engineering, Parks, Water Utility, Fire Marshal
 - ii. City of Madison Plan Commission, City of Madison Urban Design Commission, City of Madison Landmarks Commission, City of Madison Board of Parks Commissioners
 - iii. State of Wisconsin Department of Natural Resources: *The Consultant shall not be required to obtain any Chapter 30 or Water Resources Application for Project Permits, but shall have presented the project to the DNR and document preliminary approval by DNR staff of the design.*

- iv. Wisconsin State Historical Society
2. **Draft Master Plan Report:** The Consultant shall prepare a draft master plan report. The draft master plan report shall follow the format identified in the *Statement of Policy and Guidelines for Master Plan Activities within the Madison Park System* (Attachment 1).
 3. **Draft Park Shelter Design:** The Consultant shall prepare a draft park shelter design consisting of drawings and other documents illustrating the scale and relationship of the project components for approval by the city. The draft park shelter design shall be completed as necessary for approvals, applications and presentation to applicable regulatory agencies. The draft park shelter design shall be considered 40% construction documents.
 - a. The draft park shelter design shall include, but not be limited to, the following:
 - i. Exterior detailed site plans, basic building design floor plans, draft HVAC plan, electrical plan & schedule, and plumbing plan, exterior elevations, draft foundation and framing plans, draft structural details, building sections, perspective sketches.
 - b. The Consultant shall be responsible for ensuring that the proposed design improvements meet requirements by agencies including, but not exclusive to the following:
 - ii. City of Madison Department of Planning & Community & Economic Development, Planning and Zoning, Traffic Engineering, Engineering, Parks, Water Utility, Fire Marshal
 - iii. City of Madison Plan Commission, City of Madison Urban Design Commission, City of Madison Landmarks Commission, City of Madison Board of Parks Commissioners
 - iv. State of Wisconsin Department of Natural Resources: *The Consultant shall not be required to obtain any Chapter 30 or Water Resources Application for Project Permits, but shall have presented the project to the DNR and document preliminary approval by DNR staff of the design.*
 - v. Wisconsin State Historical Society
 4. **Final Park Master Plan:** The Consultant shall refine the draft park master plan into a final park master plan based on feedback from staff and agency review in Phase III. A revised construction cost estimate shall be included with the final park master plan. The cost estimate shall be prepared by a third party estimator to be included on the Consultant's team. The final park master plan shall incorporate utility and grading schematics that have been thoroughly researched, evaluated, and vetted to ensure that construction drawings can be developed from the master plan. The final park master plan shall not require construction drawings, but should be accurate to the point where 60% construction drawings can be developed from the layout, grading, and utility design identified in the master plan.
 - a. The final park master plan shall include the following:
 - i. Site Plan including all lot lines; property setbacks; demolished/proposed altered buildings; parking stalls; driveways, sidewalks, location of existing/proposed signage; HVAC/utility locations; paths; park amenities, structure locations, and other facilities
 - ii. Preliminary grading and utility plan (existing and proposed sanitary, water and electrical design)
 - iii. Preliminary lighting design
 - iv. Preliminary landscape plan
 - v. Preliminary shoreline typical section designs
 - vi. Preliminary stormwater management , storm sewer design and Erosion Control plans
 - vii. Sanitary, water, & electrical utility design
 - b. The Consultant shall be responsible for ensuring that the proposed design improvements meet requirements by agencies including, but not exclusive to the following:

- i. City of Madison Department of Planning & Community & Economic Development, Planning and Zoning, Traffic Engineering, Engineering, Parks, Water Utility, Fire Marshal
 - ii. City of Madison Plan Commission, City of Madison Urban Design Commission, City of Madison Landmarks Commission, City of Madison Board of Parks Commissioners
 - iii. State of Wisconsin Department of Natural Resources: *The Consultant shall not be required to obtain any Chapter 30 or Water Resources Application for Project Permits, but shall have presented the project to the DNR and document preliminary approval by DNR staff of the design.*
 - iv. Wisconsin State Historical Society
5. **Final Park Master Plan Report:** The Consultant shall refine the draft master plan report based on input obtained in Phase III into a final master plan report. The final master plan report shall follow the format identified in the *Statement of Policy and Guidelines for Master Plan Activities within the Madison Park System* (Attachment 1).
6. **Final Park Shelter Design:** The Consultant shall prepare final park shelter design consisting of drawings and other documents illustrating the scale and relationship of the project components for approval by the city as listed below. The final park shelter design shall be considered 60% construction documents.
 - a. The draft park shelter design shall include, but is not limited to, the following:
 - i. Exterior detailed site plans, basic building design floor plans, draft HVAC plan, electrical plan & schedule, and plumbing plan, exterior elevations, draft foundation and framing plans, draft structural details, building sections, perspective sketches.
 - b. The Consultant shall be responsible for ensuring that the proposed design improvements meet requirements by agencies including, but not exclusive to the following:
 - i. City of Madison Department of Planning & Community & Economic Development, Planning and Zoning, Traffic Engineering, Engineering, Parks, Water Utility, Fire Marshal
 - ii. City of Madison Plan Commission, City of Madison Urban Design Commission, City of Madison Landmarks Commission, City of Madison Board of Parks Commissioners
 - iii. State of Wisconsin Department of Natural Resources: *The Consultant shall not be required to obtain any Chapter 30 or Water Resources Application for Project Permits, but shall have presented the project to the DNR and document preliminary approval by DNR staff of the design.*
 - iv. Wisconsin State Historical Society
7. **Neighborhood and Community Engagement and Coordination Meetings:** At the minimum, the consultant shall complete the following as part of Phase III.:
 - a. **Neighborhood and Community Engagement:** At a minimum, the Consultant shall complete the following tasks as part of the engagement process for Phase III:
 - i. The Consultant shall produce a report summarizing the engagement methodology, and findings. The Consultant shall also compile comments, goals, discussions, and data obtained through engagement process. This shall be included in the master plan report.
 - ii. Distribute and obtain benchmark “progress report” from community on engagement process for the master plan and shelter design.
 - iii. Facilitate a minimum of one public meeting to present the draft park master plan and draft park shelter design. The Consultant shall work closely with city staff to develop the outreach strategies, meeting format, materials, and any presentation materials.

- iv. Attend meetings with stakeholders such as local neighborhood associations, Clean Lakes Alliance, representatives of Madison Metropolitan School District, Mendota Rowing Club, etc. The stakeholder meetings will also be attended by city staff.
- v. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).

b. Coordination:

- vi. *Meetings:* The Consultant shall meet with appropriate regulatory agencies to review and present the draft and final park master plan and shelter designs. For each meeting, the Consultant shall provide appropriate handouts and display materials. The Consultant shall be required to take meeting minutes at these meetings. It is anticipated that the following coordination meetings will occur in Phase III:
 1. Meet with the core staff advisory team to finalize draft and final park master plan and park shelter design.
 2. Meet and confer with city agencies to present draft park master plan and park shelter design. Agencies include, but not limited to City of Madison Department of Planning, Fire Marshal, Community & Economic Development (Zoning, Planning, and Building Inspection), city's Information Technology Department, City of Madison Engineering Division, and Parks Division.
- vii. *Approvals:* The Consultant shall submit the draft and final master plan and shelter design for review to all applicable local, state, and federal regulatory agencies as appropriate to ensure that the master plan can be implemented as proposed. All applications for approvals by these agencies and committees shall be prepared and submitted by the Consultant (any fees shall be paid by the City of Madison). The draft and final park master plans and shelter designs shall be of enough detail for submittal for the below identified applications and for approval requests. The Consultant to note that this list is not all inclusive; the Consultant shall be responsible for identifying any additional agency approvals that shall be required for master plan approval. The Consultant shall address input and comments regarding the draft plan, and resubmit as necessary the final master plan and shelter design for review to applicable local, state, and federal regulatory agencies. At the minimum, the Consultant shall be required to submit the following applications/approval requests:
 1. City of Madison Board of Park Commissioners Final Approval
 2. City of Madison Urban Design Commission Initial/Final Approval
 3. City of Madison Landmarks Commission Initial/Final Approval
 4. State of Wisconsin Department of Natural Resources: *The Consultant shall not be required to obtain any Chapter 30 or Water Resources Application for Project Permits, but shall present the project to the DNR for preliminary approval.*
 5. Wisconsin State Historical Society Initial/Final
- viii. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).

2.4 Roles and Responsibilities

Responsibilities of the City of Madison Parks Division

The City of Madison Parks Division will be responsible for the following:

- The City of Madison will provide contact information for all potential contacts for engagement strategy.
- The City of Madison will provide translators for all meetings and will provide translating services for all posters, brochures, plans, etc.

- The City of Madison will mail be responsible for mailing out postcards as necessary for this project.
- Providing all existing survey information in CAD format and will conduct additional surveying as necessary for completion of the master plan.
- Posting information on the Parks Division website and City of Madison social media outlets.
- All correspondence with elected officials, city committees/commissions and members of the press.
- Payment of all fees associated with room reservations, permits, applications, etc., as the city determines it is necessary.
- All public meetings will be attended by city staff, but will be led and facilitated by the Consultant. The Consultant shall be responsible for preparing meeting materials and handouts, aside from information that the City of Madison has readily available (e.g. park maps, brochures, etc.). The City of Madison can assist with reproduction of handouts and presentation boards for public input meetings.

Responsibilities of the Consultant

The Consultant shall be responsible for the following:

- The Consultant shall be responsible for outreach and scheduling outside of the above defined City of Madison Parks Division responsibilities to encourage a broad community profile to attend informational meetings, events, workshops and meetings related to the work in this proposal.
- Coordination with the Parks Division to develop a straightforward set of milestones ensuring the scope of services are completed within the mutually agreed upon timeframe.
- Meeting and conferring with city staff and others as needed or requested by the city to complete all aspects of this project.
- The Consultant shall understand that all documents and data transmitted to the city, become the property of the City of Madison, along with all rights to use, copy, and distribute these documents and this data, now and in the future. This includes all input received (e.g. input card cards, emails, etc.).
- The Consultant shall be responsible for preparing minutes of all meetings. Draft meeting minutes shall be provided in digital format to the city within 3 days for review and comment by city staff.

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

To assist the Parks Division with the evaluation of the proposals, each proposal shall use the following format:

3.1 General Background and Resources

Provide an executive summary of the firm's history and services.

3.2 Project Experience on Projects Similar in Scope and Size

Provide a list of past or current relevant clients for whom you provided similar services as those reflected in the scope of services. Provide a minimum of five (5) similar projects completed successfully including location, detailed description of services provided, time frame, and budget (include client references – name and phone number). Personnel assigned to this project should have been involved in all or a majority of the projects referenced as similar.

3.3 Minimum Team Qualifications

- Master Planning: 15 years of experience
- Civil Design: PE license with 10 years experience
- Architects (including project manager, project architect, and construction administrator, landscape): Licensed and 10 years experience
- Interior Designer: Licensed with 10 years experience
- Historic Preservation: Licensed Architect or Landscape Architect– qualified in preservation – with 10 years experience.
- Structural Design: PE license with 10 years experience
- HVAC Design: PE license with 10 years experience
- Electrical Design: PE license with 5 years experience
- Plumbing Design: PE license with 5 years experience, or certified “Designer of Engineering Systems” with 15 years experience
- Fire Protection Design: PE license with 5 years experience, or certified “Designer of Engineering Systems” with 15 years experience (when a complete FP design is required by the design contract).
- Lighting Design: PE license and 5 years experience or certified “Designer of Engineering Systems” and 15 years experience
- Cost Estimator: 3rd party estimating sub-consultant shall be a general building contractor or cost estimator with 5 years of experience in construction projects over \$1,500,000 in the local Madison, Wisconsin area.

3.4 Project Team Members

A brief description of the organization submitting the proposal, including: full business name, legal status (corporate, partnership, university or sole proprietor), number and type of employees working on this project, specialties, and longevity. List similar projects and the specific personnel who worked on them that are proposed to work on this project. Include past projects name and client, year completed, dollar amount and contact information of a person at the entity the work was performed or that possesses direct knowledge of the referenced project. The city advocates project team, in particular those involved in the engagement strategy, reflect the racial diversity of the City of Madison demographics. Position titles of project team members should correlate with the information provided in the project budget.

3.5 Project Approach including Engagement Strategy

The Consultant shall provide a detailed proposal based on the goals identified under Scope of Services. This shall include a detailed description of the consultant's proposed approach, scope of services, and

timeline to complete each task, meetings and proposed deliverable. The proposal should also include a detailed description of the neighborhood and community engagement process, and identify which staff will be leading the engagement process.

The awarded Consultant will work with the City of Madison Parks Division to finalize the engagement process as identified in Phase I to be performed within the timeframe identified in this contract. Once the Consultant has been selected, the Consultant will meet and confer with city staff to revise final details of the public engagement process. This may include coordination with additional groups, additional meetings and responsibilities, etc.

3.6 Cost and Payment Schedule

The Consultant shall provide a detailed project budget with their proposal, including estimated hours by position title per task and billing rates for all personnel to be assigned to the project. The cost and payment schedule shall be submitted in a separate envelope.

A total, not-to exceed dollar value for any reimbursable expenses associated with each individual task must be specified. A rate for each type of expense, such as mileage, printing expenses, etc. must be specified.

The Consultant shall submit a proposal broken down by phases and tasks, as identified in the RFP. If including additional services not identified in these documents, a separate line item with costs associated for those services will be required.

3.7 Award

Proposals will be reviewed and scored related to the appropriateness of the proposal, budget, and proposed timeframe



Form A: Signature Affidavit

RFP #: 8659-0-2017-BO James Madison Park Master Plan and Shelter Design

This form must be returned with your response.

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

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

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

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 8659-0-2017-BO James Madison Park Master Plan and Shelter Design

This form must be returned with your response.

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Attachments #1-11	N/A	
Parks Master Plan Report Format	N/A	
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 8659-0-2017-BO James Madison Park Master Plan and Shelter Design

This form must be returned with your response.

COMPANY INFORMATION

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

AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

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

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

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

CHECK ONLY ONE:

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



Form D: Cost Proposal

RFP #: 8659-0-2017-BO James Madison Park Master Plan and Shelter Design

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Core Services				
<i>Item</i>	<i>Unit of Measurement</i>	<i>Quantity</i>	<i>Subtotal</i>	<i>Total</i>
Scope of Services as defined in RFP 8659-0-2017-BO	1	Lump Sum		

COMPANY NAME



Form E: References

RFP #: 8659-0-2017-BO James Madison Park Master Plan and Shelter Design

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



Form E: References

RFP #: 8659-0-2017-BO James Madison Park Master Plan and Shelter Design

REFERENCE #4 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

(STC-Form: 07/26/2016)

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

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

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

11. Cancellation.

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

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

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

20. Affirmative Action.

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

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

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

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

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

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

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

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

*As determined by the 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 \$25,000 in annual aggregate business with the City in the calendar year. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), 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 five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

21. Non-Discrimination. In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, 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. Living Wage. (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website: www.cityofmadison.com/finance/wage.
23. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
24. 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.**
25. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, 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.
 - Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, 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.
26. 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.
27. Compliance.
- 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.
 - 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.

28. 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.

29. 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.

30. 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.

31. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Madison General Ordinances, Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See MGO 4.25(2) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

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

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

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

32. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.

33. Equal Benefits Requirement. (Sec. 39.07, MGO)

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit

shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

34. 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.).

35. Software & Technology Purchases.

a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on a End User License Agreement (EULA) or any other click-through terms and conditions. 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.

36. 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.

City of Madison
CONTRACT FOR PURCHASE OF SERVICES

1. PARTIES.

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

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

2. PURPOSE.

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

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

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

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

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

4. TERM AND EFFECTIVE DATE.

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

5. ENTIRE AGREEMENT.

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

6. ASSIGNABILITY/SUBCONTRACTING.

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

7. DESIGNATED REPRESENTATIVE.

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

8. PROSECUTION AND PROGRESS.

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

9. AMENDMENT.

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

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

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, 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 \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the 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 \$25,000 in annual aggregate business with the City in the calendar year. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS**

EXEMPTION AND BECOME SUBJECT TO SEC. 13.B(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), 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 five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

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

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

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

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

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

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

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

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

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **INSURANCE.**

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, 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. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**
Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**
This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

31. **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.

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).

33. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as 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: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

34. **AUTHORITY.**

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

35. **COUNTERPARTS, ELECTRONIC 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. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____
Paul R. Soglin, 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 P. May, City Attorney

Date: _____

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

By: _____
Randy Whitehead, CPA
Principal Accountant

_____ Date

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

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

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

Attachment 1

STATEMENT OF POLICY AND GUIDELINES FOR MASTER PLAN ACTIVITIES WITHIN THE MADISON PARK SYSTEM

AUTHORIZATION

The Madison Board of Park Commissioners is the approving authority for policies governing the Madison Park system. This policy is intended to provide guidelines and procedures that will ensure individual park master plans are consistent with the most recently adopted City of Madison Park and Open Space Plan and Comprehensive Plan. This policy is also intended to sustainably guide the location and management of the infrastructure, recreational amenities, and habitats/land management areas in the Madison Park system. Each Park Master Plan will require Park Commission approval. Requests for changes or revisions to a proposed Park Master Plan will be evaluated and revisions will follow a similar process, including Park Commission approval to amend the park master plan.

Park Master Plans are intended to provide the following:

- Provide a long-term plan for recreational amenities in a park that is consistent with the Park and Open Space Plan (15-20 year horizon).
- Achieve an equitable distribution of recreational amenities and facility standards in parks across the city.
- Encourage participation by the public in the identification and assessment of amenities and infrastructure to maintain transparency in the park master plan process such that citizens, staff and elected officials are informed throughout the process.
- Aid budgetary decision-making by identifying deficiencies and maintenance needs across the system.
 - Provide a framework for staff implementation of desired changes to the system as recommended in the City of Madison Comprehensive Plan and Park and Open Space Plan.

NOTE: This policy applies to all City of Madison parks in the system. Greenways or street ROWs (e.g., street ends or boulevards) are under the purview of City Engineering and/or Transportation. The Parks Division and/or the Board of Park Commissioners may make recommendations on activities or projects on adjacent city properties to promote consistency and compatibility with park plans. Recommendations will be advanced to the appropriate boards or managers regarding the activities on these properties. The final decision on non-park properties lies with the respective agency boards, commissions or staff.

GUIDELINES FOR PARK MASTER PLANS AND REPORTS


1. The master plan and report define the facilities, recreational amenities, and general landscape elements/land management areas to be developed in each park. For example, the park master plan will define the recreational amenities within a park (athletic fields, playgrounds, sport courts, forested buffer areas, etc.) but will not define specific locations of benches nor individual trees. The report format and process followed to develop a new park master plan or to amend an existing park master plan is based on the classification of the park, as described below. A park master plan amendment is required when a significant change in recreational amenities is proposed (e.g, when a splash park is proposed in a park where the park master plan did not include a splash park). If a new recreational amenity will displace an existing recreational amenity, a park master plan amendment is required.

2. The **Parks Master Plan Process** describes the procedure for public input including notification, survey, meetings, report drafts, review process and approvals for the master plan for a park; the process may be abbreviated for amendments to existing master plans. This process may be updated on a periodic basis by staff after review by the Parks Long Range Planning Subcommittee, and approval of the Board of Park Commissioners.
3. The format of the master plan report is determined by the classification of the park property. For example, a master plan for a community park, which is larger in size and contains a diversity of amenities and uses, will follow the **Park Master Plan Report Format**. The master plan for smaller parks classified as neighborhood parks will typically have less detail and be shorter in length (3 pages or less) and may not include all of the elements in the **Park Master Plan Report Format**. A master plan for a park classified as a mini park will consist of a single page map of amenities and their location in the park. The report format may be updated on a periodic basis by staff after review by the Parks Long Range Planning Subcommittee, and approval of the Board of Park Commissioners.

PROCEDURE

A park master plan will be developed and approved by the Park Commission for new parkland. Development of a park master plan will follow the **Parks Master Plan Process** and the **Parks Master Plan Report Format** based on the classification of the park. Requests to amend an existing master plan for a park will be reviewed by staff and addressed as staff resources are available. While Madison Parks is willing to provide supporting services and/or resources needed to accomplish master planning projects, staffing may be limited based on the priorities and constraints of the Madison Park system and budget.

Attachment 2
Racial Equity and Social Justice Initiative
**RESJ Tool: Comprehensive Version for James
Madison Park Master Plan and Shelter Design Request
for Proposals**



INSTRUCTIONS

Use this tool as early as possible in the development of City policies, plans, programs and budgets.

For issues on a short timeline or with a narrow impact, you may use the RESJ Tool – Fast Track Version.

This analysis should be completed by people with different racial and socioeconomic perspectives. When possible, involve those directly impacted by the issue. Include and document multiple voices in this process.

The order of questions may be re-arranged to suit your situation.

Mission of the Racial Equity and Social Justice (RESJ) Initiative: To establish racial equity and social justice as core principles in all decisions, policies and functions of the City of Madison.

Equity is just and fair inclusion into a society in which all, including all racial and ethnic groups, can participate, prosper, and reach their full potential. Equity gives all people a just and fair shot in life despite historic patterns of racial and economic exclusion (www.policylink.org).

The persistence of deep racial and social inequities and divisions across society is evidence of bias at the individual, institutional and structural levels. These types of bias often work to the benefit of White people and to the detriment of people of color, usually unintentionally or inadvertently.

Purpose of this Tool: To facilitate conscious consideration of equity and examine how communities of color and low-income populations will be affected by a proposed action/decision of the City.

The “*What, Who, Why, and How*” questions of this tool are designed to lead to strategies to prevent or mitigate adverse impacts and unintended consequences on marginalized populations.

BEGIN ANALYSIS

Title of policy, plan or proposal:

James Madison Park Master Plan and Shelter Design Request for Proposals

Main contact name(s) and contact information for this analysis:

Toriana Pettaway (Lead) - tpettaway@cityofmadison.com
Nancy Saiz (Co-facilitator) - nsaiz@cityofmadison.com

Names and affiliations of others participating in the analysis:

Sarah Lerner, Landscape Architect, Parks Division
Patty Prime, President, Tenney Lapham Neighborhood Association
Janet Schmidt, Planning and Development Manager, Parks Division

1. WHAT

a. What is the policy, plan or proposal being analyzed, and what does it seek to accomplish?

To develop a Request for Proposal that identifies and includes strategies and/or responsibilities that the consultant shall employ as part of a comprehensive engagement strategy for the James Madison Park Master Plan and Shelter Design Request for Proposals.

b. What factors (including existing policies and structures) associated with this issue might be affecting communities of color and/or low-income populations differently?

Master plan engagement strategies with limited avenues for dialogue may disproportionately affect communities of color and/or low-income populations.

c. What do available data tell you about this issue? (See page 5 for guidance on data resources.)

Demographic data obtained from the Park and Open Space Plan Community Visioning Sessions and the Imagine Madison Community Meetings suggests that the majority of participants who attend evening community meetings are disproportionately attended by people who identify as white.

d. What data are unavailable or missing?

We do not know what populations/demographics may be disproportionately unrepresented in the master plan engagement process for this neighborhood. We do not know if there are populations/demographics that have been historically neglected from the planning process for this park.

e. Which focus area(s) will the policy, plan or proposal primarily impact?

Please add any comments regarding the specific impacts on each area:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Community/Civic Engagement | <input type="checkbox"/> Food Access & Affordability |
| <input type="checkbox"/> Criminal Justice | <input checked="" type="checkbox"/> Government Practices |
| <input type="checkbox"/> Early Childhood | <input checked="" type="checkbox"/> Health |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Housing |
| <input type="checkbox"/> Education | <input checked="" type="checkbox"/> Planning & Development |
| <input type="checkbox"/> Employment | <input checked="" type="checkbox"/> Service Equity |
| <input checked="" type="checkbox"/> Environment | <input type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Other (please describe) | |

Comments:

Public Safety, Crime & Perception of Crime

2. WHO

a. Who (individuals or groups) could be impacted by the issues related to this policy, plan or proposal? Who would benefit?

People who are impacted by the master plan engagement strategy in the Request for Proposal include all park users. For this project all park users are identified as residents who live in the neighborhood, residents who live outside the neighborhood, visitors to the city, and transient populations.

People who historically are involved in engaging in a park master plan (and thus typically benefit) are those who are vocal, know how to actively contact and provide input to the city, those who are actively involved in the community, and those who have time and ability to provide input.

The purpose of this process is to identify methods of engagement that benefit a broad section of the population, reflective of the needs of neighborhood and community, and inclusive to the needs of people of color and marginalized populations.

Who would be burdened?

Historically, people who have been burdened by limited master plan engagement strategies are those who may not have the time to attend evening meetings and provide input, who may not know the meetings are occurring, may not have access to a computer or Wi-Fi to email city staff or answer online surveys, may not feel they can contact the city to provide their comments, or may not speak English as their primary language.

People who may also be burdened are those who are perceived to be undesirable at the park. For instance, there may be vocal members of the community who specifically do not want a type of activity because of the demographic that they fear it brings, in that case the excluded demographic would be burdened by the deciding, louder group of people making decisions to purposefully exclude one type of demographic from the park.

Are there potential disproportionate impacts on communities of color or low-income communities?

Yes

- b. Have stakeholders from different racial/ethnic and socioeconomic groups—especially those most affected—been informed, involved and represented in the development of this proposal or plan? Who is missing and how can they be engaged? (See page 6 for guidance on community engagement.)

Stakeholders involved in the development of the engagement strategy for the Request for Proposal include professional consultants or consulting firms that are aware of the project through the City's online vending distribution network (DemandStar and VendorNet) and meet the City of Madison requirements for bidding on proposals. The City's typically process does not emphasize RFP advertisement to representatives of people of color.

- c. What input have you received from those who would be impacted and how did you gather this information? Specify sources of comments and other input.

Because this RFP process has just begun, input has not yet been included. Reaction from the public on past park projects has suggested that a more equitable approach is needed in the park planning process. The purpose of this process is to ensure that an inclusive equitable approach is identified in the beginning stages of planning.

3. WHY

- a. What are the root causes or factors creating any racial or social inequities associated with this issue?
(Examples: Bias in process; Lack of access or barriers; Lack of inclusive engagement)

Some of the root causes creating racial and social inequities in the engagement strategy of a master planning process include the following.

1. Lack of English speaking or writing skills may limit engagement in the planning process.
2. Engagement that is limited to public meetings requires that people have time and interest to attend evening meetings and people have to know about the meetings.
3. Engagement limited to public meetings requires that people must access to transportation to attend these meetings, or use public transportation.
4. Engagement that is limited to online surveys, emails, social media, etc. requires that people have access to technology to provide input and received notifications.
5. Cultural barriers that prohibit engagement between minorities and marginalized communities and city government include require that these populations feel:
 - a. they have a say in the project;
 - b. they are welcomed;
 - c. their opinions would have an impact;
 - d. comfortable talking to or attending meetings with city government;
 - e. comfortable talking or attending meetings with people do not share their same culture or race;
 - f. the governments follows up on their input or ideas;
 - g. they can speak up against a demographic majority;

- b. What are potential unintended consequences? What benefits or burdens may result?
(Specifically consider social, economic, health and environmental impacts.)

Public Health Unintended Consequences

Park master planning processes that unintentionally exclude people of color and marginalized communities, may disproportionately limit physical activity opportunities to those communities. The following list includes, but is not inclusive of all the measureable benefits of physical activity associated with recreational, community development and nature based opportunities that can be provided in parks.

- Obesity and Type II Diabetes: Physical activity can reduce obesity and potential for development of Type II Diabetes - 2010 CDC report identified obesity prevalence greater than 20% for all states, with African Americans experiencing the highest rates of obesity at 44.1%, followed by Hispanics at 37.9% and Caucasians at 32.6%.
- Alzheimer's and Dementia: Literature suggests a correlation between physical activity and cognitive impairment and reduced dementia risk.
- Depression and Well-being: Research and literature suggests correlation between interacting with nature, reduced depression, and improved mental health.
- ADD/ADHD: Research suggests that natural outdoor settings reduce symptoms of Attention-Deficit/Hyperactivity Disorder in children.

Social Unintended Consequences

Park master planning processes that unintentionally exclude specific demographics, may disproportionately limit social opportunities in parks. Including the following:

- May disproportionately limit opportunities for family or social gathering of excluded demographic, while disproportionately favoring opportunities for family or social gathering of demographic that was involved in master planning process.
- May disproportionately limit sense of belonging within community, while disproportionately empowering sense of community specific to demographic that was involved in master planning process.

Sources

Center for Disease Control and Prevention. 2011. U.S Obesity Trends. Retrieved January 18, 2011
<http://www.cdc.gov/obesity/data/trends.html>

"A Potential Natural Treatment of Attention-Deficit/Hyperactivity Disorder: Evidence from a National Study," American Journal of Public Health, 2004.

"Interacting with Nature Improves Cognition and Affect for Individuals with Depression," Journal of Affective Disorders, 2012.

"Exercise for the Treatment of Depression and Anxiety," International Journal for Psychiatry in Medicine, 2011.

"Cognitive Benefits of Interacting with Nature," Psychological Science, 2008

"Contributions of Public Parks to Physical Health," American Journal of Public Health, 2007

"Exercise and Type 2 Diabetes," Diabetes Care, 2010.

"Epidemiological Evidence for the Role of Physical Activity in Reducing Risk of Type 2 Diabetes and Cardiovascular Disease," Journal of Applied Physiology, 2005.

c. What identified community needs are being met or ignored in this issue or decision?

Community needs that are being met with this master plan engagement strategy include ensuring that the voices of all demographics of park users are equitably included in the master planning process.

4. WHERE

a. Are there impacts on geographic areas? (Select all that apply.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> All Madison neighborhoods | <input type="checkbox"/> Park Edge/Park Ridge |
| <input type="checkbox"/> Allied Drive | <input type="checkbox"/> Southside |
| <input type="checkbox"/> Balsam/Russet | <input type="checkbox"/> East Madison (general) |
| <input type="checkbox"/> Brentwood/Northport Corridor | <input type="checkbox"/> North Madison (general) |
| <input type="checkbox"/> Darbo/Worthington | <input type="checkbox"/> West Madison (general) |
| <input type="checkbox"/> Hammersley/Theresa | <input checked="" type="checkbox"/> Downtown/Campus |
| <input type="checkbox"/> Leopold/Arbor Hills | <input checked="" type="checkbox"/> Dane County (outside Madison) |
| <input type="checkbox"/> Owl Creek | <input checked="" type="checkbox"/> Outside Dane County |

Comments:

5. HOW: RECOMMENDATIONS SECTION

a. Describe recommended strategies to address adverse impacts, prevent unintended negative consequences and advance racial equity (program, policy, partnership and/or budget/fiscal strategies):

Strategies to prevent unintended negative consequences and advance racial equity include the following:

1. Identify resources, partners, and community groups to help distribute and promote information regarding the master planning process and promoting dialogue between the city and these organizations and the people they serve (i.e. schools, assisted housing units, community resources, etc.). A list of groups to be contacted as part of the engagement strategy was vetted as part of this process and is included in Appendix A.
2. Reach out to organizations that may not be vocal about desires, but actively use park (data available in RecTrack).
3. Ensure that translators are available at public meetings and that posters advertising events are available in other languages.
4. Provide materials in advance for various groups to review prior to meetings.
5. Advocate in the Request for Proposal for a racially diverse group of consultants who would be involved in the master plan engagement process.

b. Is the proposal or plan: (this process assumes that the “proposal or plan” are referring to the strategies identified in 5.a.

- | |
|--|
| <input checked="" type="checkbox"/> Realistic? |
| <input checked="" type="checkbox"/> Adequately funded? |
| <input checked="" type="checkbox"/> Adequately resourced with personnel? |
| <input type="checkbox"/> Adequately resourced with mechanisms (policy, systems) to ensure successful implementation and enforcement? |
| <input checked="" type="checkbox"/> Adequately resourced with provisions to ensure ongoing data collection, public reporting, stakeholder participation and public accountability? |

If you answered “no” to any of the above, what resources or actions are needed?

At this point, a determination cannot be made if the engagement strategies are adequately resourced to ensure successful implementation. This determination will be part of the Request for Proposal review process.

c. Who is accountable for this decision?

The request for proposal review committee is responsible for selecting consultants with a robust and inclusive engagement strategy.

d. How will impacts be documented and evaluated? What are the success indicators and progress benchmarks?

Impacts regarding the success of the engagement strategies will include:

- Tracking demographic data of people engaged in the master planning process.
- Benchmarking the engagement process with the community throughout the planning process.
- Following up at the end of the engagement process with an engagement “report card”.

e. How will those impacted by this issue be informed of progress and impacts over time?

Upon completion of the master plan, and adoption by Common Council staff shall follow up with the community involved in the planning process prior to final design and implementation of the plan.

Racial Equity and Social Justice Comprehensive Tool
Appendix A

Group Category	List of Potential Contacts for Outreach as part of Engagement Strategies
Assisted Housing	City Row Townhouses
Assisted Housing	City Row Townhouses
Assisted Housing	City Row Townhouses
Assisted Housing	Foredom Tower Apartments
Assisted Housing	Housing Initiatives, Inc.
Assisted Housing	Housing Initiatives, Inc.
Assisted Housing	MDC Dayton Street Retnal
Assisted Housing	Mifflin Street Apartments
Assisted Housing	Mifflin Street Apartments
Assisted Housing	Mifflin Street Apartments
Assisted Housing	Porchlight
Assisted Housing	Porchlight
Assisted Housing	Porchlight
Assisted Housing	Quisling Clinic Apartments
Assisted Housing	Tenney Park Apartments
Assisted Housing	Tenney Park Apartments
Assisted Housing	The Salvation Army Holly HouseTH
Assisted Living	Arc Dayton
Assisted Living	Arc House
Assisted Living	Brighter Life Living
Assisted Living	Capitol Lakes Terraces
Assisted Living	Hope Haven Colvin Manor
Assisted Living	Rebos Chris Farley House
CARPC Staff	Steve Steinhoff
CDD Funded Agencies	African American Council of Churches
CDD Funded Agencies	Bethel Community Services Inc.
CDD Funded Agencies	Canopy Center, Inc.
CDD Funded Agencies	Center For Families
CDD Funded Agencies	Common Wealth Development, Inc.
CDD Funded Agencies	Communities United
CDD Funded Agencies	Community Action Coalition for So. Cent. WI
CDD Funded Agencies	Community GroundWorks
CDD Funded Agencies	Dane County Housing Authority
CDD Funded Agencies	Dane County Parent Council, Inc.
CDD Funded Agencies	Freedom Inc.
CDD Funded Agencies	Legal Action of WI
CDD Funded Agencies	Literacy Network, Inc.
CDD Funded Agencies	Madison Area Urban Ministry
CDD Funded Agencies	Madison Black Chamber of Commerce, Inc
CDD Funded Agencies	Madison Development Corporation
CDD Funded Agencies	Mentoring Positives , Inc.
CDD Funded Agencies	Movin' Out, Inc
CDD Funded Agencies	Operation Fresh Start, Inc.
CDD Funded Agencies	OutReach, Inc.
CDD Funded Agencies	Porchlight
CDD Funded Agencies	Project Home, Inc.
CDD Funded Agencies	Simpson Street Free Press
CDD Funded Agencies	Social Justice Center, Inc. / Sanctuary Storage, Inc.

Group Category	List of Potential Contacts for Outreach as part of Engagement Strategies
CDD Funded Agencies	Tellurian UCAN
CDD Funded Agencies	Tenant Resource Center, Inc.
CDD Funded Agencies	The Rainbow Project , Inc.
CDD Funded Agencies	The Road Home Dane County
CDD Funded Agencies	The Salvation Army of Dane County
CDD Funded Agencies	UNIDOS Against Domestic Violence
CDD Funded Agencies	Wil-Mar Neighborhood Center
CDD Funded Agencies	Workers' Right Center, Inc.
CDD Funded Agencies	YWCA Of Madison
Child Care	After School Franklin - Wisocnsin Youth Company
Child Care	Bernie's Place, Inc. The Wisocnsin Union Day Care Center
Child Care	Big Oak Child Care Center
Child Care	Center for Families (Respite Center)
Child Care	Creative Learning Preschool and Child Care Center
Child Care	Creative Learning Preschool and Child Care Center
Child Care	DCPC Bayview Head Start
Child Care	DCPC Great Beginnings UW Hospitals and Clinics
Child Care	DCPC WEE Start
Child Care	MATC Child and Family Center Downtown
Child Care	Meriter Children's Center Chandler
Child Care	Meriter Children's Center Longefellow
Child Care	Orton Park Day Camp
Child Care	Red Caboose Day Care Center
Child Care	Red Caboose School Age Lapham
Child Care	Red Caboose School Age Marquette
Child Care	Red Caboose School Age Summer
Child Care	St. Mary's Child Care Center
Child Care	Tenney Nursery and Parent Center
City of Madison	City of Madison Alders
City of Madison	Equity Core Team
City of Madison	NRT Leaders
Community Based Organizations	ADHRC
Community Based Organizations	Catholic Multicultural Center
Community Based Organizations	Consortium for the Educational Development of Economically Disadvantaged Students (CEDEDS)
Community Based Organizations	Dane County Human Service
Community Based Organizations	Dane County TimeBank
Community Based Organizations	GSAFE
Community Based Organizations	Latino Academy
Community Based Organizations	Morgridge Center for Public Service - The University as a Partner
Community Based Organizations	Nehemiah Communit Development Corp
Community Based Organizations	Omega School
Community Based Organizations	Public Health Madison Dane County
Community Based Organizations	Sustain Dane

Group Category	List of Potential Contacts for Outreach as part of Engagement Strategies
Community Based Organizations	United Way of Dane County
Community Based Organizations	Urban Community Art Networks
Community Based Organizations	Wisconsin Bike Fed
Community Centers	Madison Senior Center
Fire	City of Madison Fire Station #1
Fire	City of Madison Fire Station #3
Fire	City of Madison Fire Station #4
Hmong Organizations/Residents	Hmong Listserv
Hmong Organizations/Residents	Kajsiab House (at Mental Health Center)
Hmong Organizations/Residents	Wisconsin Hmong Association
Homeless Services Consortium of Dane County	Homeless Services Consortium of Dane County
Imagine Madison Public Engagement	Jeffrey Lewis
Latino Organizations/Residents	(Madison.k12) Juega y Aprende
Latino Organizations/Residents	Centro Hispano
Latino Organizations/Residents	Latino Education Council
Latino Organizations/Residents	Latino Professional Association
Latino Organizations/Residents	Madison College
Latino Organizations/Residents	Nuestro Mundo, Inc
Latino Organizations/Residents	UMOS
Libraries	Central Park Library
Media	Badger Herald
Media	Daily Cardinal
Media	Hmong Radio (WORT)
Media	Hues
Media	La Comunidad
Media	La Movida radio station
Media	La Voz Latina newspaper
Media	Madison 365
Media	Madison Northside Paper
Media	Madison Times
MMSD Schools	East High School
MMSD Schools	Emerson Elementary School
MMSD Schools	Franklin Elementary School
MMSD Schools	Lapham Elementary School
MMSD Schools	Marquette Elementary School
MMSD Schools	O'Keefe Middle School
MMSD Schools	Randall Elementary School
Neighborhood Stakeholders	Neighborhood Associations Contacts
Other Community Partners	100 Black Men
Other Community Partners	African Association of Madison
Other Community Partners	Association of Indians in America-Wisconsin Chapter
Other Community Partners	Boys & Girls Club Of Dane County
Other Community Partners	Cambodian Association of Wisconsin

Group Category	List of Potential Contacts for Outreach as part of Engagement Strategies
Other Community Partners	Center for Families
Other Community Partners	International Friendship Center
Other Community Partners	Latino Academy of Workforce Development
Other Community Partners	Latino Health Council - Madison
Other Community Partners	Latino Support Network
Other Community Partners	Madison Network of Black Professionals
Other Community Partners	NAACP
Other Community Partners	Nehemiah Justified Anger
Other Community Partners	United Refugess Services of Wisconsin, Inc.
Other Community Partners	Wisconsin Organization for Asian Americans
Park Stakeholders	Cleak Lakes Alliance
Park Stakeholders	Jewish High Holy Day Celebration
Park Stakeholders	Madison Contra Dance
Park Stakeholders	Make Music Madison
Park Stakeholders	Memorial Day Peace Rally, Madison Veterans for Peace
Park Stakeholders	Mendota Rowing Club
Park Stakeholders	Paddle & Portage
Park Stakeholders	Park Volunteers
Park Stakeholders	SUFU Order of Madison
Park Stakeholders	Wisconsin Baroque Ensemble
Police	Main Police District
Private Schools	American Montessori Society
Private Schools	Evangelica Lutheran Education Association
Private Schools	National Catholic Educational Association
Public Housing	1217 E Gorham St
Public Housing	1414 William St
Public Housing	201 S Park St
Public Housing	245 S Park St
Public Housing	302 N Baldwin St
Public Housing	540 W Olin Ave
Public Housing	604 Braxton Pl
Public Housing	755 Braxton Pl
School Stakeholder	ESL coordinators at MMSD high schools
School Stakeholder	Madison College Office of Diversity and Community Relations (DCR)
School Stakeholder	Madison Metropolitan School District, amily, Youth, and Community Engagement Director
School Stakeholder	Madison Metropolitan School District, Community Partnership Coalition
UW Organizations	African Students Association
UW Organizations	Associated Students of Madison
UW Organizations	Chicano Studies Program
UW Organizations	Nepali Students Association
UW Organizations	Thai Student Association
UW Organizations	Vice Provost & Chief Diversity Officer
UW Organizations	Wunk Sheek

Attachment 3 James Madison Park History

Part of James Madison Park occupies the place where the original plans for the city of Madison, made by James Duane Doty in 1836, provided for one end of a canal between Lakes Mendota and Monona. This canal was never dug, but a square of land on Lake Mendota bounded by Franklin, Hancock, and Gorham Streets remained.¹ In the 1870's, the sixty-five foot long, one hundred fifty passenger steam yacht Mendota made daily trips around Lake Mendota from this location.²

A little to the west, at the intersection of North Butler and North Hamilton Street, the Conklin & Sons ice house stored ice that was harvested from Lake Mendota.³ Though the city was willed \$75,000 for a park on this site in 1916, that was not enough to buy the ice house property. (Apparently, the will had been drawn up after the old icehouse had burned down, and before a new one was built.)⁴ Eventually, the advance of mechanical refrigeration made icehouses obsolete. In 1939, the city purchased the Conklin property in order to develop it as a park providing lake access near the center of the city.⁵ "Conklin Park" was used regularly by Madison swimmers,⁶ but the park was considered too small to justify building a shelter.⁷

The 1950's saw the purchase of additional land. In 1963, the park was given the name "James Madison Park," since the city of Madison had no public facilities specifically named after the fourth president.⁸ The city also made plans to purchase the remaining lakeshore between Butler Street and Lincoln School for the park.⁹ Federal aid made it possible to purchase much of the property in the 600 block of East Gorham St. during the 1960's.

In 1995, a lot was added to the park to improve access to the Bernard-Hoover Boathouse at 622 E. Gorham St. This building dates back to 1915, though Charles Bernard built the first boathouse at this site in 1855. In 1943, Harry Hoover bought the boathouse and operated it until 1968, when the city acquired the property.¹⁰ It was rehabilitated in 1992 and is now leased by the Mendota Rowing Club. It is on the National Register of Historic Places.

The Gates of Heaven Synagogue originally stood at 214 West Washington Avenue. It was built in 1863 and is one of the oldest surviving synagogue buildings in the country. It was designed by August Kutzbock, who also designed the second state capitol building, which burned in 1904. After the Ahavath Achim congregation sold the building in 1916, it was put to other uses, including as a funeral parlor, government storage facility, headquarters of the Women's Christian Temperance Union, a church, a dentist's office and a veterinary clinic. In 1970, it was threatened with demolition, and a Gates of Heaven Foundation was formed to save it and place it on the National Register of Historic Places. Jacking it up on 96 aircraft wheels and moving it to James Madison Park saved the building.¹¹

To the right of the synagogue, there is a monument to the 45,000 International Volunteers who fought for the Spanish Republic during the Spanish Civil War (1936-1939), including the 2800 Americans who served in the Abraham Lincoln Brigade. The monument includes the names of 37 Wisconsin volunteers. It was erected in 1999, and was only the second monument of its kind. (The first was in Seattle.)¹²

The James Madison Park shelter was designed by Kenton Peters and erected in 1979.¹³

The former Lincoln School building adjacent to James Madison Park was designed by the Madison architectural firm of Claude and Starck and built in 1915. It has been called the best remaining Prairie-style school building in Wisconsin. From 1964 through 1980, it housed the Madison Art Center and other arts groups. It is now a privately owned apartment building.¹⁴

¹ David V. Mollenhoff, *Madison: A History of the Formative Years*. (Dubuque, Iowa: Kendall/Hunt Publishing Co., 1982), pp. 20 and 141)

² Mollenhoff, pp. 130-131.

³ Mollenhoff, p. 265.

⁴ "Two New Parks Provided For in Warner Will," *Wisconsin State Journal*, May 3, 1916.

⁵ Minutes of the Madison Board of Park Commissioners, May 22, 1939.

⁶ Minutes of the Madison Board of Park Commissioners, June 23, 1941.

⁷ Minutes of the Madison Board of Park Commissioners, Nov. 25, 1953.

⁸ "It's James Madison Park Now: Conklin Area's Name is Changed." *Wisconsin State Journal*, June 6, 1963.

⁹ Minutes of the Madison Board of Park Commissioners, June 5, 1963.

¹⁰ "Boathouse History," *Wisconsin State Journal*, December 24, 1993.

¹¹ "Gates of Heaven Celebrates 25 Years in James Madison Park", Newsletter of the Tenney Lapham Neighborhood Association, July-August, 1996.

¹² "Hundreds Honor Special Veterans: Spanish Civil War Remembered," *Capital Times*, November 1, 1999.

¹³ Minutes of the Madison Board of Park Commissioners, Sept. 12, 1979.

¹⁴ Madison Trust for Historic Preservation, Inc. Update. December, 1980.

Attachment 4

City of Madison
 Department of Public Works
PARKS DIVISION
 City-County Building, Suite 104
 210 Martin Luther King Jr. Blvd.
 PO Box 2987 Madison WI 53701
 www.cityofmadison.com

play
MADISON PARKS

Graphical Scale
 0 80 160 ft

ACTION DATE

MASTER PLAN for JAMES MADISON PARK

302 E Gorham St (Gates of Heaven)
 614 E Gorham St (Boat House)
 622 E Gorham (Boathouse)
 718 E Gorham St

- LEGEND (and see map notes)
- General - Existing
 - General - Planned
 - Ski Trail - Existing
 - Ski Trail - Planned
 - Hiking Trail - Existing
 - Hiking Trail - Planned
 - Stream/Ditch - Existing
 - Stream/Ditch - Planned
 - Woods - Existing
 - Woods - Planned
 - Prairie/Low Mow - Existing
 - Prairie/Low Mow - Planned
 - Contours - Existing
 - Contours - Planned
 - Property Line - Existing
 - Property Line - Planned

SHEET NUMBER: **1 of 1**



JAMES MADISON PARK
 Utility Map- Parks & Other Facilities
 (see disclaimer below)
 Compiled Nov 14 2016

Red = Electric
 Orange = Telecomm
 Yellow = Gas
 Green = Sanitary Sewer
 Blue = Water
 Pink = Storm Sewer

Attachment 5

City of Madison
 Dept. of Public Works - Parks Div.
 City-County Building, Suite 104
 210 Martin Luther King Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

Graphical Scale



play
**MADISON
 PARKS**

Parks Utility Inventory- may not be complete, current or accurate. The City makes no representation about the accuracy of these records and shall not be liable for any damages. Call Diggers Hotline (811) & Parks Div. (266-4711) before digging, driving stakes, etc.



**JAMES MADISON PARK
LAND RECORDS / RESTRICTIONS OVERVIEW**
Prepared Feb 2 2017

Attachment 6

City of Madison
Dept. of Public Works - Parks Div.
City-County Building, Suite 104
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

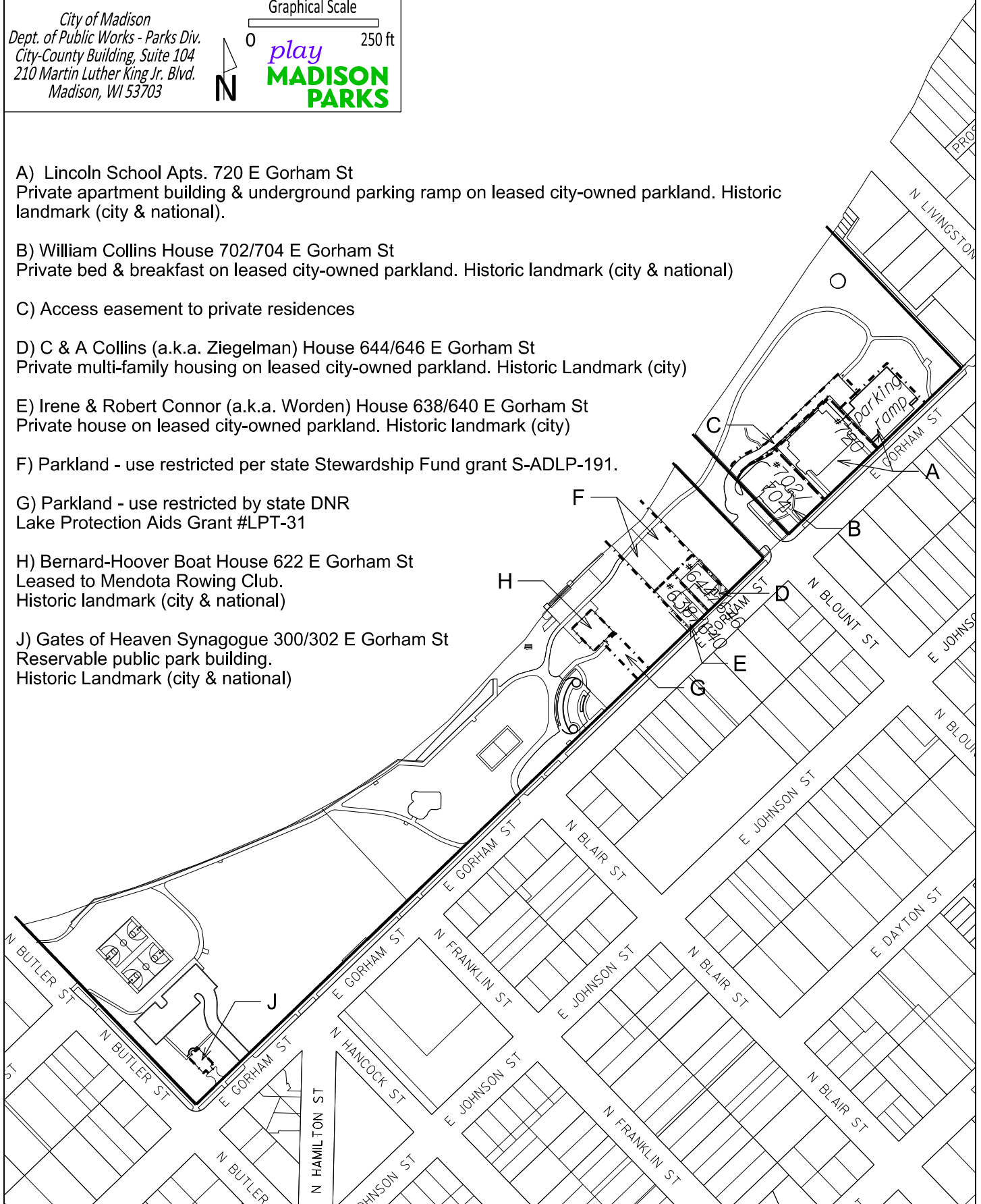


Graphical Scale

0 250 ft



- A) Lincoln School Apts. 720 E Gorham St
Private apartment building & underground parking ramp on leased city-owned parkland. Historic landmark (city & national).
- B) William Collins House 702/704 E Gorham St
Private bed & breakfast on leased city-owned parkland. Historic landmark (city & national)
- C) Access easement to private residences
- D) C & A Collins (a.k.a. Ziegelman) House 644/646 E Gorham St
Private multi-family housing on leased city-owned parkland. Historic Landmark (city)
- E) Irene & Robert Connor (a.k.a. Worden) House 638/640 E Gorham St
Private house on leased city-owned parkland. Historic landmark (city)
- F) Parkland - use restricted per state Stewardship Fund grant S-ADLP-191.
- G) Parkland - use restricted by state DNR
Lake Protection Aids Grant #LPT-31
- H) Bernard-Hoover Boat House 622 E Gorham St
Leased to Mendota Rowing Club.
Historic landmark (city & national)
- J) Gates of Heaven Synagogue 300/302 E Gorham St
Reservable public park building.
Historic Landmark (city & national)



Attachment 7

Data Observation Collection Sheet

Observer Name: _____

Time of Day:

Date: _____

Morning (5 – 11 am) Early Afternoon (1pm – 5pm)

Lunch (11 am – 1 pm) Evening (5pm – 10 pm)

Park Name: _____

Temperature: _____

Sky Conditions (Underline One) : Sun Part Sun/Clouds Clouds Rain Snow

Primary Activity	Map Area	Age Group (include 0 if person is observing)					Group Y/N	Notes
		Y. Child (<5)	Child (5-12)	Teen (13-19)	Adult (20-59)	Senior (60+)		

Number of cars in parking lot _____ Map Area (if multiple parking lots in park) _____ ~% of Cars with People Sitting in them _____

Number of cars in parking lot _____ Map Area (if multiple parking lots in park) _____ ~% of Cars with People Sitting in them _____

List of Activities

Sports Related Codes		Fitness Related	Active Other	Water Based	Sedentary Related	Winter Based
Badminton	Lacrosse	Aerobics	Climbing	Boating non canoe/kayak	Attending a Festival/Concert	Ice Skating
Baseball	Pickleball	Biking	Catch	Canoeing/ Kayaking	Chess/Checkers/Cards	Skiing
Basketball	Racquetb.	Jogging/Running	Gardening	Fishing from Shore	Eating/Drinking	Sledding
Cricket	Rugby	Strengthening	Horseshoes	Playing in Beach	Picnicking	Snowshoeing
Field Hockey	Soccer	Walking Dog	Other recreation in open field	Playing in Splash Pad	Reading	Skiing
Football	Softball	Walking in Lawn	Playing on Playground Equipment	Stand up Paddle boarding	Sitting	
Frisbee (Ultimate)	Tennis	Walking on Path	Skateboarding	Swimming	Sleeping	
Golf	Volleyball	Fitness (General)	Tag/Chasing Game	Fishing on Boat	Standing	
Handball	Frisbee (Golf)	i.e. yoga, pilates, etc.		Paddleboarding	Sunbathing	
		Roller blading			Looking at Phone	

Data Collection Explanation and Examples

First, record an activity from the list of activities above that you see occurring in the park. Next, note the geographic map area where it is occurring, then the number of people by age group. The geographic area can be found on the corresponding provided park map. Include an O in the age group box if the person is observing instead of participating. Write a Y in the Group column if there are three or more people doing an activity together.

- Example 1: Five children under the age of 5 are playing on playground. Three of the children are males and two of the children are females. There are two adult female caregivers observing the children. Put a Y in the group column - they are in the park together as a group.
- Example 2: Count children as individuals doing an activity when they are accompanying an adult. For example, one male child age 5-12 and one adult are walking a dog together.
- Example 3: For people who are moving from one area to the next (such as bikers), only count them for one area of the park. Do not count them twice. One teenage female biking is biking from from section 3 to section 2 of the park.
- Example 4: Notes clarifying or detailing types of activities should be added to the notes column. For instance, one adult male is boating, specifically he is sailing
- Example 5: Two children less than 5 are on swings, but the observer is uncertain of the gender.

Examples of Situations Described Above									
Example	Primary Activity	Map Area	Age Group					Group	Notes
			Y. Child (<5)	Child (5-12)	Teen (13-19)	Adult (20-59)	Senior (60+)		
1	Playing on playground	2	3 M 2 F				2 F - O	Y	
2	Walking dog	3		1 M			1M		
3	Biking	3			1F				
4	Boating	2					1M		Sailing
5	Playing on playground	1	2 U						

ADVANCED HEALTH & SAFETY
James Madison Park Shelter
ASBESTOS & LEAD INSPECTION AND
BULK SAMPLING

LOCATION

**613 E GORHAM STREET
MADISON, WISCONSIN**

CLIENT

**SARAH LERNER, LEED AP, RLA - CITY OF
MADISON PARKS DEPT.**

DATE OF INSPECTION

JUNE 20, 2017

ASBESTOS INSPECTION & BULK SAMPLING

613 E Gorham Street in Madison, Wisconsin

Advanced Health & Safety LLC (AHS) was contacted to conduct an asbestos survey at the aforementioned property.

Bob Stigsell of AHS inspected the property on June 20, 2017. The property was inspected for the presence of asbestos containing building materials. Bulk samples were taken for building materials found suspect to contain asbestos, as discussed with the client. All samples were shipped overnight via Fed Ex. and were submitted to Triangle Environmental Services for analysis by Polarized Light Microscopy (PLM).

Four separate categories of materials (if applicable) will be listed for the property:


The first list (List A) will be of materials found to contain asbestos, which are **friable** or may become friable during demolition. It is **required** that these materials be removed by a certified asbestos abatement contractor prior to a demolition. **All asbestos materials in List A must be removed prior to a fire training burn.**

The second list (List B) will contain materials found to contain asbestos but are described as **Category II non-friable**. If the building is to be demolished, it is **required** that these materials be removed by a certified asbestos abatement contractor prior to a demolition. **All asbestos materials in List B must be removed prior to a fire training burn.**

The third list (List C) will contain materials found to contain asbestos but are described as **Category I non-friable**. If the building is to be demolished, the materials may be able to remain in the building during demolition if proper steps are taken and they do not become friable. These proper steps include, but are not limited to: notifying the demolition contractor of the presence of asbestos, utilizing wet methods during demolition, notifying the landfill accepting the waste that non-friable Category I asbestos materials are present, and manifesting the waste. Also, if any of the building materials are to be recycled (ie, crushing concrete) then the asbestos must be removed from this building material. NESHAPS (DNR) does not regulate materials found at < 1% asbestos, however OSHA does still regulate materials that contain < 1% asbestos. If materials in List C are likely to be disturbed, the contractor shall ensure compliance with all appropriate OSHA regulations. **All asbestos materials in List C must be removed prior to a fire training burn.**

The fourth list (List D) will include materials that were sampled and found **not to contain** asbestos. **Removal is not required for these materials.**

Note: while abatement may/may not "required" for a demolition of a single family residence, it is recommended for disposal as well as neighbor relations & liability purposes. If any suspect materials are found during demolition/burn that has not been sampled during this inspection, work should cease and Advanced Health & Safety should be contacted to assess the situation. Inaccessible areas may exist inside walls.

Building/Dwelling: James Madison Park Shelter
 613 E. Gorham Street in Madison, Wisconsin
Building Type: Park Shelter
Inspector: Bob Stigsell
Inspector Contact Info: 608-279-0866 bob@madisonasbestos.com
Inspector Certification: AII-03628
Certification Expires: May 25, 2018
Inspection Date: June 20, 2017
Advanced Client Name: Sarah Lerner- City of Madison Parks Dept.
Client Contact Info: slerner@cityofmadison.com
Client Phone Number: 608-261-4281
Inspector Signature: 

List A

Asbestos Containing Friable Materials
(Required to be Abated prior to Demolition or Burning)

None

List B

Asbestos Containing Category II Non-Friable Materials (will become friable)
(Required to be Abated prior to Demolition or Burning)

<u>Sample#</u>	<u>Description</u>
1-2	Black caulking on the inside rounded walls of both bathrooms. Caulking is holding the Styrofoam onto the walls as can be seen through the pipe chases. Each bathroom that has the caulking holding the Styrofoam up is approximately 12' x 10'.

List C

Asbestos Containing Category I Non-Friable Materials
(May Be Able To Remain In Building During Demo if Not Friable- Consult DNR)
(These Materials Must Be Abated Prior To Burning)

<u>Sample#</u>	<u>Description</u>
-----------------------	---------------------------

List D

Materials Found Not To Contain Asbestos At 1% Or Greater
(Both Tested or Known Not To Contain Asbestos)
(No Abatement Required)

<u>Sample#</u>	<u>Description</u>
<u>Interior</u> 3-4	Gray shiny caulking between the wall and ceiling in the electrical room. This same caulking is also found at the top of the walls where it meets the

ceiling around the concrete blocks in the other rooms and on the inside of the pavilion as well.

5-6 Gray caulking inside of the pavilion between the wall and ceiling on the women's bathroom side of the building

7-8 Gray caulking on the interior of the doors on the pavilion side of the steel door frames

Exterior

9-10 Brown caulking associated with the small 6" x 4' windows: eight windows

11-12 Gray caulking at the bottom of the pillars at the concrete slab floor

13-14 Black tar paper at the bottom of the pillars at the concrete slab floor. It is located under the gray caulking, samples 11-12.

15-16 Caulking around the doors of the restrooms

17-18 Thick vertical caulking around the top of the flowerbeds. Each section is about 2 feet high and 1 foot long + some other areas.

LICENSES/CERTIFICATION

LEAD INSPECTOR: LII-3628

ASBESTOS INSPECTOR: AII-3628

ASBESTOS SUPERVISOR: ACS-3628

ASBESTOS PROJECT DESIGNER: APD-3628

LEAD-SAFE RENOVATOR: LSR-3628

ASBESTOS MANAGEMENT PLANNER: AMP-3628

A COPY OF THE LICENSES WILL BE MADE AVAILABLE UPON REQUEST.

ASBESTOS SAMPLE RESULTS

170621 I



Advanced Health & Safety LLC

Consulting • Compliance • Training

Asbestos Bulk Sampling

Analysis for:

Advanced Health & Safety LLC
5940 Seminole Centre Ct., Ste. 225A
Madison, Wisconsin 53711
Ph: 608-243-8466 bob@madisonasbestos.com

Analyzed by:

TESC
13509 East Boundary Road, Ste B
Midlothian, Virginia 23112
Phone: 804-739-1751

Project Location:
Project Address:

James Madison Park Shelter
613 E Gorham St, Madison, WI 53703

Client Name:

Sarah Lerner, LEED AP, RLA
Landscape Architect
City of Madison Parks Division
City-County Building, Rm 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

Phone:

T: 608.261.4281 office

Client email:

slerner@cityofmadison.com

Sampling Date:

June 20, 2017

Sample# **Description**

Interior

- 1-2 Black caulking on the inside rounded walls of both bathrooms. Caulking is holding the Styrofoam onto the walls as can be seen through the pipe chases. Each bathroom that has the caulking holding the Styrofoam up is approximately 12' x 10'. However there is probably about 50 ft.² of the mastic per area.
- 3-4 Gray shiny caulking between the wall and ceiling in the electrical room. This same caulking is also found at the top of the walls where it meets the ceiling around the concrete blocks in the other rooms and on the inside of the pavilion as well.
- 5-6 Gray caulking inside of the pavilion between the wall and ceiling on the women's bathroom side of the building
- 7-8 Gray caulking on the interior of the doors on the pavilion side of the steel door frames

Exterior

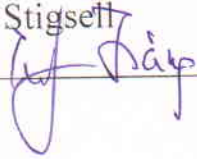
- 9-10 Brown caulking associated with the small 6" x 4' windows: eight windows
- 11-12 Gray caulking at the bottom of the pillars at the concrete slab floor

RFJ 6/24/17 10200

170621I

- 13-14 Black tar paper at the bottom of the pillars at the concrete slab floor. It is located under the gray caulking, samples 11-12.
- 15-16 Caulking around the doors of the restrooms
- 17-18 Thick vertical caulking around the top of the flowerbeds. Each section is about 2 feet high and 1 foot long + some other areas.

TURNAROUND TIME: ~~X~~ **24 Hour**

Relinquished by: Bob Stigsell
Received by: 

Date: June 20, 2017
Date: 6/21/17 10:00

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112
804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Advanced Health & Safety, LLC
5940 Seminole Centre Court, Suite 225A
Madison, WI 53711

TESC LOGIN #: 1706211

DATE OF RECEIPT: 6/21/2017
DATE OF ANALYSIS: 6/21/2017
DATE OF REPORT: 6/21/2017

CLIENT JOB/ #: **James Madison Park Shelter**

JOB SITE: 613 E Gorham St, Madison, WI 53703

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
1	1 / Black adhesive	10% Chrysotile		90%
2	2 / Black adhesive	10% Chrysotile		90%
3	3 / Gray adhesive	NAD		100%
4	4 / Gray adhesive	NAD		100%
5	5 / Gray adhesive	NAD		100%
6	6 / Gray adhesive	NAD		100%
7	7 / Gray adhesive	NAD		100%
8	8 / Gray adhesive	NAD		100%
9	9 / Black adhesive	NAD		100%
10	10 / Black adhesive	NAD		100%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[LEGEND NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112
804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Advanced Health & Safety, LLC
5940 Seminole Centre Court, Suite 225A
Madison, WI 53711

TESC LOGIN #: 1706211

DATE OF RECEIPT: 6/21/2017
DATE OF ANALYSIS: 6/21/2017
DATE OF REPORT: 6/21/2017

CLIENT JOB/ #: **James Madison Park Shelter**

JOB SITE: 613 E Gorham St, Madison, WI 53703

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
11	11 / Gray adhesive	NAD		100%
12	12 / Gray adhesive	NAD		100%
13	13 / Black fibers	NAD	98% Cellulose	2%
14	14 / Black fibers	NAD	98% Cellulose	2%
15	15 / Gray adhesive	NAD		100%
16	16 / Gray adhesive	NAD		100%
17	17 / Gray & Black adhesive	NAD		100%
18	18 / Gray & Black adhesive	NAD		100%

Total Samples/Layers Analyzed: 18

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[LEGEND NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

LEAD IN PAINT SAMPLE RESULTS

Note: Anything over 0.06% is considered to be lead paint containing.

170621M



Advanced Health & Safety LLC

Consulting • Compliance • Training

Lead in Paint Sampling

Analysis for:

Advanced Health & Safety LLC
5940 Seminole Centre Ct., Ste. 225A
Madison, Wisconsin 53711
608-243-8466 bob@madisonasbestos.com

Analyzed by:

TESC
13509 East Boundary Road, Ste B
Midlothian, Virginia 23112
Phone: 804-739-1751

Project Location:

James Madison Park Shelter

Project Address:

613 E Gorham St, Madison, WI 53703

Client Name:

**Sarah Lerner, LEED AP, RLA
Landscape Architect
City of Madison Parks Division
City-County Building, Rm 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342**

Phone:

T: 608.261.4281 office

Client email:

slerner@cityofmadison.com

Sampling Date:

June 20, 2017

Sample# Material Description

- Pb1 Dark brown/black paint inside of the boating storage room near the girls bathroom. On concrete blocks.
- Pb2 Cream colored paint on the walls. May have multiple layers of paint under the cream paint but all layers were sampled.
- Pb3 Gray floor paint in the two bathrooms
- Pb4 Grey paint with layers on the exterior flowerbeds on the aggregate 2' walls

TURNAROUND TIME: X 24 hour

Relinquished by: Bob Stigsell

Date: June 20, 2017

Received by: _____

Date: 6/21/17 [Signature]

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112 • 804-739-1751 • fax: 804-739-1753

LEAD IN PAINT SAMPLE ANALYSIS SUMMARY

(EPA METHOD 7420)

CLIENT: Advanced Health & Safety, LLC
5940 Seminole Centre Court, Suite 225A
Madison, WI 53711

TESC LOGIN #: 170621M

DATE OF RECEIPT: 6/21/2017
DATE OF ANALYSIS: 6/21/2017
DATE OF REPORT: 6/21/2017

CLIENT JOB #: **James Madison Park Shelter**

JOBSITE: 613 E. Gorham St., Madison, WI 53703

ANALYST: ESB

TESC SAMPLE #	CLIENT SAMPLE #	SAMPLE WEIGHT (mg)	TOTAL LEAD (ug)	LEAD CONCENTRATION (% by Weight)	LEAD CONCENTRATION PPM
1	Pb1	327	<10.0	<0.00306	<30.6
2	Pb2	316	<10.0	<0.00317	<31.7
3	Pb3 Sample weight below method guidelines.	194	<10.0	<0.00516	<51.6
4	Pb4	348	<10.0	<0.00288	<28.8

Total Sample(s) Analyzed: 4

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the customer. Sample information was provided by the customer. This report must not be reproduced, except in full, without the written consent of Triangle Environmental Service Center, Inc. The test report related only to the item(s) tested. This analysis was performed by an AHIA accredited laboratory. AIHA/ELLAP ID: 100527, NYELAP/NELAC ID: 11413. Minimum Reporting Limit: 20 ug. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Lead-free paint is defined as <0.06% by weight (CPSC). [LEGEND: mg= milligram, ug= microgram, ppm= parts per million]

Attachment 10
PROJECT GENERAL REQUIREMENTS

1. Purpose of the Scope of Services Document
 - a. This documentation contains minimum policy and technical criteria to be used in the design, construction, measurement & verification, and documentation of the project.
 - b. Nothing included in this document shall be a substitute for technical architectural, engineering, and design competence.
 - c. This document must be used in conjunction with all current federal, state, local or other applicable codes governing all architectural, engineering, and/or professional design of public buildings.

2. Communication
 - a. The Consultant shall have any ambiguities or conflicts in this document clarified in writing by the City Project Manager prior to beginning design.
 - b. All dealings between the City and the Consultant with respect to the subject matter of the Agreement shall be with the City's Project Manager. The City's Project Manager shall inform the Consultant as to groups and staff with which it is to consult, provide prompt evaluation of requests of such groups, examine documents and receive inquiries submitted by the Consultant, refer information and requests submitted by the Consultant to appropriate officials, departments and bodies and obtain or render decisions promptly with respect thereto so as to avoid delays in the work of the Consultant. The designation of the project manager representative thereof shall not limit those with whom the Consultant may have contact if, in the Consultant and project manager's judgment, consultation with others will be of assistance.
 - c. Sharepoint: The City will utilize a project Sharepoint website from design through construction and warranty to store project files, communicate design review comments, process work flows, administer construction, etc. The Consultant must utilize this project website to communicate with the Owner, third-party consultants, and contractors throughout the life of the project.

3. Environmental Protection
 - a. In addition to building-specific codes, all Consultant design must comply with all federal, state, and local environmental laws and regulations

4. Accessibility
 - a. All accessibility related design shall meet current applicable code(s).
 - b. Building design elements in the path of travel to all public and all staff work areas shall be accessible and shall be designed to meet or exceed the minimum standards of ADA Accessibility Guidelines.
 - c. The project shall include design that accommodates building and site use without special facilities for persons with disabilities. Standard building products set at code prescribed heights and maneuvering clearances to allow easy access to disabled employees and visitors. Building elements designated specifically for use by persons with disabilities shall be avoided.
 - d. Absolute versus "maximum" or minimum" dimensions shall be clarified on all

drawings where applicable.

5. Historic Preservation
 - a. Several buildings on James Madison Park are federally and locally designated historic landmark. All scope for this project shall meet all regulatory mandates to rehabilitate the facility in a manner that preserves the architectural character.
6. Occupational Safety and Health Regulations
 - a. The construction, operation, and occupation of the facilities must comply with OSHA regulations. The Consultant must ensure that facilities can be constructed in a manner compliant with all current OSHA regulations applicable to construction, operation, and occupation of the facilities.
7. Building Codes
 - a. The Consultant shall use the latest edition of applicable local, state, and federal building codes throughout design and construction of this project.
8. National Standards
 - a. Organizations writing voluntary codes including NFPA, the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), the Sheet Metal and Air Conditioning Contractor's National Association (SMACNA), the Institute of Electrical and Electronics Engineers (IEEE), and the American Society of Mechanical Engineers (ASME), publish standards on health, safety, welfare, and security relevant to this project. This project shall comply with the most current version of these nationally recognized standards to the extent practicable and specified in this document.
9. State and Local Government Review
 - a. The Consultant must prepare documentation and presentations as needed for the approval by appropriate committees, commissions, and plan review processes.
 - b. Prepare oral and visual presentations as required for presentations to committees and commissions including but not be limited to Urban Design Commission, Landmarks Commission, Plan Commission, Board of Public Works, Common Council and similar.
 - c. Prepare plan review sets as required for Department of Safety and Professional Services (DSPS), Department of Natural Resources, Department of Transportation, and City agency reviews by Zoning, Building Inspection, Fire, City Engineering, Traffic Engineering, and other similar agencies as necessary.
10. Program Space Standard
 - a. The space standards to be utilized shall be common industry wide space standards.
11. Energy, Sustainable Design.
 - a. Environmental sensitivity and high performance characteristics are part of the project objectives. The City is particularly interested in integrated design principles and technology that optimize site potential, protect and conserve water, enhance indoor environmental quality, reduce environmental impact of materials, and optimize operations and maintenance practices. The result shall be a balance of

cost, environmental, societal, and human benefits while meeting the mission and function of the facility. These principles must serve as the basis for design, budgeting, construction, and commissioning of the facilities.

12. Health and Safety

- a. The Consultant must take a systems approach to risk management, utilizing codes, regulations, guidelines, and best practices to identify and mitigate facility-created health and safety risks early in the design phases of the of the project life cycle.
- b. If a hazard cannot be eliminated, the associated risk must be reduced to an acceptable level through design, the risk must be reduced to an acceptable level using engineering controls, protective safety features, or devices.
- c. If safety devices do not adequately lower the risk of the hazard, cautions and warnings must be provided using detection and warning systems, as appropriate.

13. Energy Use Targets

- a. The Consultant shall identify options to meet energy use targets for LEED requirements for the site and/or structure as part of this process.

14. Specific Health and Safety Requirements

- a. Confined Spaces: The Consultant must avoid the creation of confined spaces except where required as part of a system (e.g. tanks, pits).
- b. Fall Protection: The Consultant must consider the inspection operations, and maintenance of the site, facility, and equipment. Access and fall protection, especially to difficult maintenance needs in high locations, including light fixtures, mechanical equipment, and skylights, must be included in the design.
- c. Asbestos and Lead: Alterations at <Title> will require removal/mitigation of asbestos and lead containing materials. The City has contracted with a third-party consultant to complete a survey of the facilities. The City will contract with a hazardous removal company to remove the hazardous materials as required. The Consultant must thoroughly review all hazardous materials survey to inform the design scope.
- d. Asbestos and Lead: Alterations at James Madison Park may require removal/mitigation of asbestos and lead containing materials. The City has contracted with a third-party consultant to complete a survey of the facilities. The City will contract with a hazardous removal company to remove the hazardous materials as required. The Consultant must thoroughly review all hazardous materials survey to inform the design scope.

15. Building Operations and Maintenance

- a. Systems must be designed for ease of operation and cost-effective maintenance and repair. System accessibility is a critical consideration in building design. The Consultant must ensure building systems and elements are physically accessible for cleaning, maintenance, repair, and replacement (e.g. tall spaces must provide methods to clean skylights, replace lamps, maintain fire alarm devices, etc).
- b. The Consultant must collaborate with the City operations and maintenance personnel during design to provide for optimal life-cycle performance.
- c. At the conclusion of design, the Consultant must provide an electronic document describing intent for all building systems. These instructions must be developed

during the design phase and incorporated into the comprehensive training for operations and maintenance personnel.

16. Life-Cycle Costs

- a. This project must be designed to achieve the lowest life-cycle cost. The Consultant design must comprehensively define reasonable scope and performance requirements within the authorized budget for design and construction. Consistent with these constraints, building systems and features must be analyzed and selected to achieve lowest life-cycle cost.
- b. Life-cycle costing (LCC) must be used when selecting a system from several alternative systems or components for a project to evaluate the cost effectiveness of systems that use energy and water. LCC must compare initial investment options and operating and salvage costs over the life of the equipment and identifies the least costly alternatives.
- c. The project team – including the Consultant - must integrate the LCC analysis into pre-design process, and the analysis must be complete by the design development phase.

17. Urban Planning & Design for Public Use

- a. The Consultant shall balance community goals, while also meeting City agency needs, wherever possible. The Consultant must consider how the building responds to its site, to the surrounding neighborhood design and plans, and its potential for interactions with the general public.
- b. The Consultant must consider access to transit, bike friendly paths and corridors, proximity to neighborhood amenities that meet daily needs of employees and visitors, and maximization of existing infrastructure.
- c. The Consultant must understand local plans and conditions, neighborhood context, and local perspectives early in the project's development and design. Collaboration with the City project team, city agencies, regulatory groups, stakeholder groups, and the general public will be required throughout the design construction phases.
- d. The Consultant must consider and address how the project may encourage use of the facility for public, cultural, and/or educational, activities. Although much of this responsibility falls to how the City manages and makes space available, the design of the spaces – both interior and exterior is fundamental. The Consultant must consider and address how the facility may support flexible passive or programmed use in gathering space, the shaping and orientation of building program to encourage such use, and, where appropriate, the expansion of the building's program to take advantage of site-specific public use opportunities.
- e. Interior examples designed for public use both during and after business hours must have direct and clear way finding from building entrances.
- f. Designs must demonstrate how the interiors may allow for several different public uses. One example is a space that could be used for a standard in reception, a seated dinner, an awards ceremony, or similar.

18. Site Utilities

- a. The routing or reuse of site utilities (e.g. electrical, water, gas, storm, sanitary, etc) must be determined early in the design process in coordination with the Consultant's site civil engineer. The Consultant must coordinate with the City (City

Parks and Engineering) and applicable utility entities (Madison Gas and Electric, City Water Utility, etc.) to determine the capabilities, rate structure options, and associated initial costs to the project and must evaluate the available utility service options.

19. Enclosure – Masonry and Concrete Materials

- a. Brick masonry design must follow the recommendations of the Brick Institute of America contained in the publication, Technical Notes on Brick Construction.
- b. Concrete masonry design must follow the recommendations of the National Concrete Masonry Association contained in the publication, TEK Manual for Concrete Masonry Design and Construction.
- c. Architectural precast concrete design must follow the recommendations of the Precast Concrete Institute (PCI) contained in PCI publication, Architectural Precast Concrete, Current Edition.
- d. Exterior limestone design must follow the guidelines of the handbook published by the Indiana Limestone Institute of America.

20. Enclosure – Roof Systems

- a. Roofing Design: Roofing design must follow the recommendations of the National Roofing Contractors Association as contained in NRCA publication, NRCA Roofing and Waterproofing Manual. The design of metal flashing, trim, and roofing must follow the recommendations of the Sheet Metal and Air Conditioning Contractors' National Association publication, Architectural Sheet Metal Manual. In addition, all roof assemblies and rooftop structures must meet the requirements in the International Building Code (IBC).
- b. Note: The City requires the following for roofs. A 30-year warranty as a standard specification.
- c. Access to the Roof: The existing interior permanent stair must be maintained to permit access to roof-mounted equipment. Permanent access to all roof levels must be provided to facilitate reoccurring inspection and maintenance.
- d. Roof Mounted Equipment: Roof mounted equipment must be kept to a minimum and must be housed in penthouses or screened by walls. Penthouses and screen walls shall be integrated into the building design and constructed of materials used elsewhere in the building exterior. Some roof-mounted equipment, such as antennae, lightning rods, flagpoles, etc., does not have to be screened, but these elements must be integrated into the building design. Roof-mounted equipment shall be elevated as recommended in the NRCA Roofing and Waterproofing Manual and set back from the roof edge to minimize visibility. Critical roof-mounted equipment shall be installed in such a way to permit roof system replacement or maintenance without disruption of equipment performance.
- e. Penetrations through the roof to support equipment are extremely vulnerable to leaks. Flashing details must be studied for appropriate continuation of the waterproof barrier. Do not use pitch pockets as part of the roof design.
- f. Provide walkways on the roof along routes to and around equipment for maintenance. No building element may be supported by the roofing system except walkways.
- g. When installing roof top photovoltaic systems, consult with City Engineering the local building and fire code official for additional access and safety requirements.

- h. Edge Protection: Flat roofs designed for access must include a parapet or perimeter railing at least 42 inches in height. Where parapets and railings are not feasible, personal fall protection anchorage points must be provided. Equipment shall be located away from roof edges and oriented with access panels inboard of the roof edge.

21. Enclosure- Quality Assurance

- a. Mock-ups: Unique building solutions shall include specifications for full scale, laboratory, and on-site mock-ups of critical portions of the building façade. Consultant to coordinate with City, and Commissioning Agent to establish mock-up requirements. Consultant and City to review all mock-ups during construction for compliance with specifications. If it is determined mock-ups would be helpful during the design phase the Consultant shall coordinate with the City Project Manager to pursue options.

22. Structure

- a. The structural design must be in full compliance with the latest edition of the IBC. Any variance for any reason must be reviewed with the City.

23. Electrical Engineering - General

- a. Minimum Services include power distribution, electrical service, circuiting of lighting and controls (lighting design not by electrical engineer), lighting design (lighting designer as indicated below), equipment connection schedules, integration of renewable energy equipment, and utility coordination.
- b. A detailed load study, including connected loads and anticipated maximum demand loads, as well as the estimated size of the largest motor, must be included in the initial contact with the local utility company to prepare its personnel for discussions relative to the required capacity of the new electrical service.
- c. Locations of transformers, vaults, meters, and other utility items must be coordinated with the architectural design to avoid conflicts with critical architectural features such as main entrances and must accommodate both equipment ventilation and equipment removal. All major electrical equipment must be located 5 feet above the 100-year flood plain.
- d. Include PV where feasible.

24. Electrical Engineering - Components

- a. Panels: Manufacturer: Square D, Siemens. Transient voltage surge suppression (TVSS) at main panel. All panels with at least 25% spare capacity for future expansion. Subpanels on each floor (multiple if required) and separate panels for high-usage areas (i.e. shops)
- b. Switches, receptacles and electric devices: Acceptable manufacturers include Hubble (Commercial Grade) and LeGrand (Commercial Grade). 20A rated minimum outlets.

25. Lighting - General

- a. Lighting design for new construction, lighting renovations and energy retrofits must be performed by a lighting practitioner with a minimum of 10 years full time

experience in lighting design with at least two of the three following qualifications of LC, IES member, or IALD member, and that devotes the majority of his/her professional time to the design of architectural lighting. The Consultant and lighting practitioner shall design all lighting including, but not limited to the interaction of daylighting and electric lighting; all interior general ambient, task, and accent lighting; exterior lighting; illumination of means of egress; luminaires; emergency lighting; site lighting; artwork lighting, etc.

- b. Consultant shall meet code-required lighting and/or IES recommended levels
- c. W/ft² 40% lower than code-required.

26. Fire Protection - General

- a. A fire protection engineer must be a full participant of the Consultant team for each phase of the project from concept through design, construction, and occupancy. The design team fire protection engineer must be licensed and have at least six years' experience, of which at least three consecutive years are directly involved in fire protection engineering and life safety applicable to the specific project as determined by the City, and which can be verified by documentation. The Consultant and fire protection engineer must perform the following minimum requirements and review with the Madison Fire Department Fire Protection Engineer at each phase of design and any revisions during construction.
- b. Analysis of: building construction, occupancy classification, means of egress, fire alarm system, water-based fire extinguishing system(s), non-water-based fire extinguishing system(s), smoke control system(s)
- c. Calculations for: egress, water supply, smoke control (fire dynamics) and timed egress, audibility for fire alarm system
- d. Design of all fire protection and life safety systems, including but not limited to: Fire alarm system, water-based fire extinguishing system(s), smoke control systems and stair pressurization systems.

27. Signage

- a. Follow all ADA guideline specifics for parameters of design, including location, size, color, and tactile qualities of signage and use of graphic symbols to assist nonreaders.
- b. The Consultant shall design identification and information signage: building identification/seal; room/area identification; special function identification.

Attachment 11

PROJECT DELIVERABLES

General

These design services submission requirements have been developed to ensure a rational, well-documented design process and to facilitate reviews by the City project team, local regulatory agencies, review boards, user groups, and the general public as the design develops. These requirements are the minimum standards.

1. During development of all pre-design and design phases the Consultant shall meet and review progress documents with city staff as required. Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project design related materials.
2. Prior to completion of design development meet and review progress documents with the public and community stakeholder groups (e.g. business associations, neighborhood associations, tenant agency customer groups, etc.). Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project design related materials.
3. Prior to completion of each phase meet and confer with regulatory agencies as required to obtain necessary approvals. This shall include, but not be limited to, Urban Design Commission, Plan Commission, Landmarks Commission, Board of Public Works, Common Council, Zoning, Conditional Use Approvals, Building Inspection Plan Review, WI Department of Safety and Professional Services, Department of Natural Resources, Department of Transportation, Madison Fire Department, City Engineering, Traffic Engineering, and similar agencies or committees.
4. In each phase of work, project documents must be submitted to the City in electronic and hard copy format as determined by the City Project Manager.
 - a. For regulatory agencies having jurisdictional review provide digital or printed copies, of required print size, and required scale as required by the reviewing agencies application requirements.
 - b. For City agency reviews provide the number of copies, required print size, and required scale shall be as requested by the reviewing agencies application requirements.
 - c. For handouts to committees and commissions size and scale as appropriate to show the level of detail necessary to convey the project or project component clearly.
 - d. For City design team plan review, minimum of three (3) sets, full plan sheet size, to scale.
5. Design Quality Reviews will be performed by the City of Madison staff and third party consultants at each design, construction document, bidding document, and construction administration phase. The review teams will evaluate each project for applications of best practices, conformance with criteria, building and systems performance, efficient and effective design, cost drivers, risk factors for successful execution, and customer satisfaction, as well as several other indicators of overall project suitability and readiness to move to the next phase in execution. The Consultant should plan for City design quality review time after each phase delivery. All outstanding phase issues will need to be completed prior to proceeding to the next phase.
6. No design phase is considered completed before all of the City's review comments are resolved in a timely manner. Furnish interim documents for review as requested by the City Project Manager. The Consultant shall not proceed to future phases without written authorization from the City Project Manager.

7. At all times, the City reserves the right to make public all information concerning this project and to choose the form, content, method of presentation, by whom presented, and the time of release; and at any time during or after completion of this project.

Drawings

1. Drawing Size: All drawings of a single project must be a uniform standard size. Reports, narratives, etc. must be 8.5 x 11 and/or 11 x 17.
2. Drawing Lettering: Lettering on drawings must be legible when drawings are reduced to half size. This applies to drawings at all phases.
3. Drawing Scale: All drawings are to be created at full scale and plotted at a selected scale. The drawings or views (such as details) should include numeric and graphic scales. The scale selected should be appropriate for high resolution and legibility to include reduced copies (such as half-sized).
4. As-is drawings: Prepare demolition and design drawings through use of existing City drawing documents and reports (Original Building Set, Shop Drawings, Remodel Set, tenant improvement documents, hazardous material survey(s), and related documents). Consultant is responsible for confirmation of dimensions as necessary to complete demolition and design drawings. Using copies of existing plans alone for demolition or design drawings are not acceptable.

Data

5. All surveying and spatial data must be oriented horizontally in the Wisconsin Coordinate Reference System (WISCRS), Dane Zone, NAD83(2007) Datum, U.S. Survey Feet; and vertically (if applicable) in the NAVD88 Datum, pre-2007 adjustment, feet (U.S. or International). CAD files should be provided in Microstation V8 format (AutoCAD 2010 or earlier acceptable). This ecological assessment shall exclude the land owned by the Wisconsin Department of Natural Resources (except for the island), and include the entire island within the Warner Park lagoon (which does not have existing bridge access). Note that while mapping-grade GPS (+/- 10 ft) or better is acceptable for inventory purposes, GPS is generally not acceptable for facility design tolerances.
6. Building Information Modeling (Design Development and Construction Document phases only): The City requires the use of interoperable Building Information Models (BIM) on all projects throughout the project lifecycle. During all phases of the project, BIM models must be included with all deliverable requirements. BIM models must be delivered in both native and IFC file formats.
7. BIM Standards (Design Development and Construction Document phases only): Building Information Modeling (BIM) based on current Autodesk Revit software. Use actual families for each equipment and insert devices with actual size and clearance spaces. Perform clash detection with all equipment, pipes, ducts etc. The BIM shall be set up such that 2D CAD drawings should be derived from the model.

Design Narratives and Calculations

1. **Format:** Typed, bound narratives should be produced for each design discipline and accompany the Pre-Design, Schematic Design, and Design Development Submittals.
2. **Content:** Narratives shall serve to explain the design intent and to document decisions made during the design process. Narratives are to respond to the Owner's Project Requirement (OPR) Document directly. If the design is deviating from the OPR, the design narrative is to explain why (e.g. the project budget doesn't support a strategy, the owner requested a change to the scope of the project, etc). Like drawings and specifications, narratives are an important permanent record of the building design. Drawings and specifications are a record of what systems, materials, and components the building contains; narratives should record why they were chosen. The narrative of each submittal may be based on the previous submittal, but it must be revised and expanded at each stage to reflect the current state of the design.
3. **Calculations:** Manual and/or computer based calculations should accompany narratives to support technical analysis. Each set of calculations should start with a summary sheet, which shows all assumptions, references applicable codes and standards, and lists the conclusions. Calculations should include engineering sketches as an aid to understanding by reviewers. The calculations for each submittal should be cumulative, so that the final submittal contains all calculations for the project. Calculations submitted at early stages of the project must be revised later to reflect the final design. Calculations must refer to code, paragraph of code used, standards, and text books used for specific portion of calculation. Refer to drawing number where the results of the calculations have been used. A few examples: number and sizes of re-bars used in reinforced concrete members, enclosure R-values, HVAC equipment and duct sizing, etc.
4. **Performance Criteria:** As part of the development of concepts through construction documents there must be a check of building performance criteria established in pre-design and refined in subsequent phases.

Architectural Specifications

1. The Consultant is responsible for providing and assembling all project specifications necessary to reflect the project design intent, City policy requirements, and law. This shall include but not be limited to:
 - a. Incorporating all City supplied specifications (PDF format) into the overall specification document. The Consultant will not edit these documents. The Consultant will not be required to provide any specifications supplied by the City.
 - b. Providing and editing additional specifications as needed and carefully coordinating the specifications with the drawings to ensure that everything shown on the drawings is specified.
 - i. This shall include editing specifications to incorporate any City furnished design or equipment guide lines.
2. **Format:** Specification sections shall be edited and compiled into a single PDF document.
 - a. Specifications should be produced according to the latest edition Construction Specification Institute (CSI) division format.
 - b. Specifications shall have a Table of Contents (TOC) organized by CSI divisions and indicating all sections and section titles used. Each section in the TOC shall be linked directly to that section within the specification.
 - c. Each page shall be numbered and shall incorporate the specification section in the numbering sequence (01 35 14 – 1, etc)
 - d. The specification shall be created directly to PDF to keep the integrity of word

recognition, linked headings, etc. Printing to PDF or saving a scanned image as PDF will not be accepted.

3. Editing of Specifications:
 - a. The Consultant shall thoroughly edit all specifications supplied by the Consultant to ensure any specification language that is not applicable to the project has been removed and all necessary language has been added.
 - b. The Consultant shall thoroughly review all specifications supplied by the City to ensure any specification language that is not applicable to the project has been removed and all necessary language has been added. The Consultant shall work with the City to edit City provided specifications as necessary.

Architectural Construction Document Submittals by Phase: Design Development

1. Architectural Narrative (architectural program requirements):
 - a. Show in tabular form how the final concept meets the program requirements for each critical function
 - b. A revised description of any deviation from City standards
 - c. Description of final concept, explaining expansion potential and building floor efficiency
 - d. Location and sizes of mechanical equipment rooms for accessibility, maintenance and replacement of equipment (including cooling towers and emergency generators)
 - e. Loading docks
 - f. Design strategy to attain the LEED USGBC Silver if applicable
 - g. Treatment of historic zones, as applicable
 - h. Operations and maintenance goals (exterior and interior window washing, relamping, etc.)
 - i. Sustainable design concepts and potential LEED strategy
 - j. Code analysis (The Code criteria must be reviewed by each design team discipline member to the degree of detail necessary to assure that tasks accomplished in this phase meet all the Code requirements. A Code/Criteria analysis must be prepared by each design team discipline member that documents an investigation of the applicable codes and agency criteria that will govern the design of a specific project. This analysis should alert the City to any conflicts in the project's design criteria so that they can be resolved early. The analysis should also provide a common perspective for the design and review of the project. This analysis is critical in building modernization and repair/alteration projects.)
2. Structural Drawings
 - a. Framing and foundation plans of the proposed structural system showing column locations, bay sizes, and location of expansion and seismic joints
3. Structural Narrative:
 - a. Identification of unusual local code requirements
 - b. Code compliance statement
 - c. Name of model building code followed (should be most current)
 - d. Building classification
 - e. Identification of region of seismicity, wind speed, etc.
 - f. Identification of special requirements
4. Fire Protection Drawings: Plans showing equipment spaces for fire protection systems (e.g., fire pump, fire command center, etc.) and fire protection water supplies, fire hydrant locations, fire apparatus access roads, and fire lanes.

5. Fire Protection Narrative, including:
 - a. Description of the building's proposed fire protection systems including the egress system
 - b. Code compliance analysis (including the design team fire protection engineer must prepare an analysis of the applicable codes and agency criteria that will govern the design of the specific project. For example, items such as, but not limited to classification of construction and occupancy group(s), rating of structural components, fire resistance requirements, interior finish, occupant load calculations, exit calculations, identification of areas to receive automatic sprinkler systems and/or automatic detection systems, smoke control systems, etc. would be prepared by the design team fire protection engineer as necessary to provide a complete fire protection and life safety analysis for the final concept.)
6. Certification Requirements, including: The architect/engineer (lead designer) must certify that the concept design complies with the program requirements and energy goals, and local regulatory agencies and review boards. In bullet form, identify how proposed design features will support performance expectations of the project. Expectations are shall be identified in the project's design program.
7. Life-Cycle Cost Analysis: Consultant shall provide applicable design documentation to support City Life-Cycle cost review.
8. Cost Estimate: by a third party construction Consultant.

Parks Master Plan Report Format

Introduction

Overview regarding intent of the report and information about the park as it relates to the Park and Open Space Plan and the city park system overall. Includes:

- Park Classification
- Service Area
- Spatial and aesthetic relationship to other area parks
- Location
- Size: location on area map
- Context within park system

History

Provide context of the park within City of Madison system

- History of the park / name
- Administrative History
- Trust info / deed restrictions / dedications
- Old photo or map

Existing Conditions

Describe current facilities through inventory and analysis

- Important cultural significance
- Habitat types: vegetation/land cover, topo, soils, hydrology/drainage
- Trails/bikepath(s)
- Recreational amenities (fields, playgrounds, courts, etc.)
- Shelters
- Utilities (R.O.W.s and easements)

Current Uses and Maintenance Practices

Describe use, operations and maintenance of park facilities

- Programming: events & reservations
- Operations and Maintenance

Master Plan

11x17 plan document overlaid on aerial photo to include:

- Existing uses
- Area(s) available for new uses
- Location(s) for additional facilities
- Recommendation(s) for change(s) in maintenance practices

Appendix

Items to add to report to support the master plan

- Current Dane County Park and Open Space Plan – synopsis/link
- Current City of Madison Comprehensive Plan – synopsis / link
- Current City of Madison Park and Open Space Plan – synopsis/link
- Neighborhood Plan (esp. if adopted) – synopsis/link
- Community survey results from Survey Monkey
- Summary of input from meetings